Purchasing Division

CAPITAL CONSTRUCTION

Invitation for Bid
CCK-2398-19
Bid Due Date- 4/10/2019

Expand/Renovate/Upgrade Law Building
Final Cleaning
Trade Category TC-01D
Volume 1
Project #2444.0
PROJECT #2444.0
College of Law Expansion and Renovation
LEXINGTON, KENTUCKY

INVITATION TO BID:  CCK-2398-19
OPENING:  April 10, 2019
@ 3:00 P.M. LEXINGTON TIME

DATE ISSUED:  March 27th, 2019

BIDS SUBMITTED TO:
University of Kentucky
Capital Construction Procurement
Room 322 Peterson Service Bldg
Lexington, KY  40506-0005

PRE-BID CONFERENCE:
April 3, 2019 @ 2:00 PM
Jobsite Trailer
620 South Limestone
Lexington, KY 40526

BUILDING WALK THROUGHWS:
April 3, 2019 after Pre-Bid Conference
As scheduled with Congleton-Hacker Co.

POST-BID CONFERENCE
TIME AND PLACE TO BE
ANNOUNCED AT BID OPENING

CONSULTANTS

Architect of Record:
Sherman Carter Barnhart Architects
2405 Harrodsburg Road
Lexington, KY 40504
(859) 224-1351

 MEP Engineering Consultant:
Staggs and Fisher Consulting Engineers, Inc.
3264 Lochness Drive
Lexington, KY 40517
(859) 271-3246

Design Partner:
Kohn Pedersen Fox Associates PC
11 West 42nd Street
New York, NY 10036
(212) 977-6500

Landscape Engineering Consultant:
Bell Engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509
(859) 278-5412
CONTACT THE FOLLOWING INDIVIDUALS FOR MORE INFORMATION:

MIKE MUDD, CONTRACTING OFFICER, 859-257-5409
UNIVERSITY OF KENTUCKY 859-257-1951 FAX

DAVID COLLINS, CAPITAL PROJECT MANAGEMENT 859-218-3169
UNIVERSITY OF KENTUCKY 859-323-1017 FAX

COLE COMBS, CONSTRUCTION MANAGER 859-254-6481
CONGLETON-HACKER COMPANY 859-253-0442 FAX

MIKE SMITH, ARCHITECT 859-224-1351
SHERMAN CARTER BARHNART ARCHITECTS 859-224-8446 FAX

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

ADVERTISEMENT FOR BIDS AB-1 THRU AB-5
INSTRUCTIONS TO BIDDERS IB-1 THRU IB-15
CONTRACTOR/BIDDER DETERMINATION OF RESPONSIBILITY 1 THRU 14
MBE-WBE PARTICIPATION GOALS 1 THRU 4
EEO REPORTING 1 THRU 6

TERMS AND CONDITIONS

CONGLETON-HACKER COMPANY 1 THRU 33
SUBCONTRACT AGREEMENT

GENERAL CONDITIONS 1 THRU 40
SPECIAL CONDITIONS 1 THRU 42

SCOPE, SCHEDULE, & LOGISTICS

PROJECT SCHEDULE 1 THRU 1
REQUIREMENTS COMMON TO ALL WORK CATEGORIES 1 THRU 6
WC-01D – FINAL CLEANING 1 THRU 14

Drawing List

ARCHITECTURAL:

A0.20 PARTITION TYPES, WALL NOTES, GENERAL NOTES, ETC. 9/19/17
A0.21 ROOM FINISH GROUPS AND FINISH MATERIALS LEGEND 9/19/17
A1.0 LOWER LEVEL FLOOR PLAN 9/19/17
A1.1 FIRST FLOOR PLAN 9/19/17
A1.2 SECOND FLOOR PLAN 9/19/17
A1.3 THIRD FLOOR PLAN 9/19/17
Specification List

DIVISION 1 – GENERAL REQUIREMENTS
01 6110 VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
01 7419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

DIVISION 5 – METALS
05 5000 METAL FABRICATIONS
05 5100 METAL STAIRS
05 5213 PIPE AND TUBE RAILINGS
05 7000 ORNAMENTAL METAL SUNSHADES
05 7301 EXTERIOR DECORATIVE METAL RAILINGS
05 7313 GLAZED DECORATIVE METAL RAILINGS

DIVISION 6 – WOOD AND PLASTICS
06 4023 INTERIOR ARCHITECTURAL WOODWORK
06 4400 PANEL GRILLE SUSPENDED WOOD WALL AND CEILING SYSTEMS

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
07 4213 LAMINATED METAL WALL PANELS
07 4215 METAL COMPOSITE MATERIAL PANELS
07 5400 THERMOPLASTIC MEMBRANE ROOFING
07 5701 FOAM COATED ROOFING
07 5800 PRECAST CONCRETE PAVERS WITH PEDESTAL SUPPORT
07 6200 SHEET METAL FLASHING AND TRIM
07 8100 APPLIED FIREPROOFING
07 8413 PENETRATION FIRESTOPPING
07 8446 FIRE-RESISTIVE JOINT SYSTEMS
07 9200 JOINT SEALANTS

DIVISION 8 – DOORS AND WINDOWS
08 1113 HOLLOW METAL DOORS AND FRAMES
08 1416 FLUSH WOOD DOORS
08 3113 ACCESS DOORS AND FRAMES
08 3313 COILING COUNTER DOORS
08 4113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
08 4413 GLAZED ALUMINUM CURTAIN WALLS
08 6300 METAL-FRAMED SKYLIGHTS
08 7100 DOOR HARDWARE
08 8000 GLAZING
08 8300 MIRRORS
08 8813 FIRE-RESISTANT GLAZING
DIVISION 9 – FINISHES

09 2116  GYPSUM BOARD SHAFT WALL ASSEMBLIES
09 2216  NON-STRUCTURAL METAL FRAMING
09 2530  GYPSUM SHEATHING
09 2900  GYPSUM BOARD
09 3000  CERAMIC TILING
09 5113  ACOUSTICAL PANEL CEILINGS
09 5423  LINEAR METAL CEILINGS
09 6229  CORK FLOORING
09 6400  WOOD FLOORING
09 6513  RESILIENT BASE AND ACCESSORIES
09 6516  RESILIENT FLOOR TILE
09 6536  STATIC CONTROL-RESISTANT FLOORING
09 6813  TILE CARPETING
09 7713  STRETCHED-FABRIC WALL SYSTEMS
09 9113  EXTERIOR PAINTING
09 9123  INTERIOR PAINTING
09 9600  HIGH PERFORMANCE COATINGS

DIVISION 10 – SPECIALTIES

10 1100  VISUAL DISPLAY SURFACES
10 2113  TOILET COMPARTMENTS
10 2226  OPERABLE PARTITIONS
10 2800  TOILET ACCESSORIES
10 4413  FIRE EXTINGUISHERS AND CABINETS
10 5116  WOOD LOCKERS

DIVISION 11 – EQUIPMENT

11 5213  PROJECTION SCREENS

DIVISION 12 – FURNISHINGS

12 2413  ROLLER SHADES
12 3216  MANUFACTURED PLASTIC LAMINATE-FACED CASEWORK
12 3661  SOLID SURFACING ASSEMBLIES
12 4816  ENTRANCE FLOOR GRILLES
12 6100  FIXED SEATING
12 6400  FIXED TABLES

DIVISION 13 – SPECIAL CONSTRUCTION
(Not Used)

DIVISION 14 – CONVEYING EQUIPMENT

14 2400  HYDRAULIC ELEVATOR
ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the University of Kentucky, Capital Construction Procurement Section, Room #322 Peterson Service Building, 411 South Limestone, Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of Project #2444.0 – University of Kentucky, College of Law Expansion and Renovation, Lexington, Kentucky, as set forth in the specifications and as shown on the drawings as prepared by Sherman Carter Barnhart Architects and approved by the Capital Construction Procurement Section and the Capital Project Management Division and under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

Renovation and Expansion (UK College of Law) consists of structural additions, new façade, roof, interior fit up, fire protection, mechanical, and electrical systems to the existing College of Law Building. A list of trade contracts for this work is listed below.

Group I Trade Contracts (CCK-2398-19) shall include:

<table>
<thead>
<tr>
<th>Trade Contract No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01D</td>
<td>Final Cleaning</td>
</tr>
</tbody>
</table>

Note: The successful bidder will enter into a subcontract agreement with Congleton-Hacker Company. The form of contract is included with the bid documents and will be executed without exceptions. There will be no direct contractual relationship between the successful bidder and the University of Kentucky.

3. METHOD OF RECEIVING BIDS

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

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

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value. Congleton-Hacker Company will execute all trade contracts.

5. **SCHEDULE OF PROJECT**

The time for completion as further defined in Article 28 of the General Conditions shall be 77 calendar days and shall be substantially completed in accordance with the project schedule contained in the project manual with final completion being thirty (30) days thereafter.

6. **BONDING**

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

7. **OBTAINING PLANS AND SPECIFICATIONS**

See link below to the amended set of drawings and specifications.

https://congletonhacker.egnyte.com/fl/ouG3JH7q4h

This link includes a limited set of plans and specifications to which Congleton-Hacker Co. believes is pertinent to this scope of work.

**SPECIAL NOTE TO BIDDERS**

These Drawings and Specifications are intended to provide a general “overview” and understanding of the building with regard to size, elevations, finishes, and similar. These drawings are provided to aid the bidder in providing a bid proposal. These drawings do not represent a full set of Construction Documents. The inclusion or exclusion of a drawing shall in no way be interpreted to limit, lessen or otherwise alter the scope for full building final cleaning as defined in the Scope of Work.

8. **BID SUBMITTAL**

Contractors must submit their bid in a sealed envelope in Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005 and the envelope must contain the following information on the outside lower left-hand corner:
SEALED BID INVITATION NO.  CCK-2398-19

BID DATE:  **April 10, 2019 at 3:00 P.M. Lexington Time**

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

10. **BID WITHDRAWAL**

No bidder may withdraw his bid for a period of thirty (30) 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, Kentucky 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, Capital Construction Procurement Section, reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the University may be served.

13. **GENERAL INFORMATION**

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

B. Only those Prime Contractors who have obtained Plans and Bid Documents or a Form of Proposal directly from the University of Kentucky Purchasing Representative will be eligible to submit a bid for this project.

AB-3
C. A prime bidder is to have a responsible authorized representative at the bid opening for post bid review of the apparent low bid that follows immediately after the opening and reading of the bids. Failure to comply with this requirement may be cause for rejection of bid.

14. PRE- BID CONFERENCE

A Pre-Bid Conference will be held on April 3, 2019 at 2:00 PM located at the University of Kentucky, Law School Construction Trailer, 620 South Limestone Street, Lexington KY 40506. This conference provides Bidders an opportunity for oral questions and to visit the site. Parking is available, for a small fee, in the University’s Parking Structure No. 5 (409 S. Limestone Street). Decisions and Clarification’s discussed at this meeting, and formally submitted in writing, 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.

15. WRITTEN QUESTIONS

Anyone wishing to discuss specific items is requested to submit the items in writing to Mike Mudd, Capital Construction Procurement, no later than Thursday, April 4th, 2019. Written questions can be submitted by email to Mike Mudd and Suellen Bowling at MikeMudd2@uky.edu and/or sbowlin@uky.edu and/or Questions may be faxed to 859.257.1951.

16. 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.
17. **POST BID MEETING**

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

Signed: [Signature]

Mike Mudd  
Capital Construction Procurement 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/)
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.
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>
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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:_____________________________
EE0 UTILIZATION REPORTING

Instructions and reporting requirements, Parts I thru IV

Additional information may be obtained at the following web site:

INSTRUCTIONS FOR FILING FORM EEO/CC-257 (EEO Utilization Reporting: Part I)

Kentucky’s EEO Act, KRS 45.550-45.640, requires non-exempt parties that intend to submit a bid on any contract in the amount of $250,000 or more to complete Form EEO/CC-257. To be responsive, apparent low bidders must submit Form EEO/CC-257 with the bid. Contractors—prime and sub—with contracts and sub-agreements of $250,000 or more must also complete Form EEO/CC-257. Subcontractors are required to file this form within ten (10) business days of receipt of the request from the compliance agency. Incomplete, blank, or unsigned forms will not be accepted. A facsimile of this document, i.e., your own version, is acceptable. However, it must contain all of the information requested on the original form. Copies of this form are available from the Office of EEO/Contract Compliance, Capitol Annex, Room 370, Frankfort, KY 40601.

Classification
- The level of accomplishment or status of the worker in the trade, i.e., Journey Worker, Apprentice, or Trainee.

Compliance Agency
- State Government agency assigned responsibility for equal employment opportunity. (Secure this information from the contracting officer.)

Construction Trade
- Only those construction crafts which the contractor employs in the covered area, e.g., Plumber, Electrician, Laborer, Superintendent, Carpenter, etc.

Contractor
- Any prime contractor who has a construction contract with the Commonwealth of Kentucky. Any subcontractor with a sub-agreement of $250,000 or more.

Contract Number
- The contract number (usually starts with “C.” For example C-99999999).

Covered Area
- The geographic area from which employees are drawn.

Employer’s ID #
- Federal Social Security Number used on Employer’s Quarterly Federal Tax Return.

Minority
- Includes Black, Hispanic, Portuguese, American Indian, Alaskan Native, Asian, and Pacific Islander—both men and women.

Payroll Reporting Period
- The beginning and ending dates of the payroll period from which the employment information was obtained.

Percentage (%) All Minorities
- The percentage of minorities within each construction trade.

Total Employees including Minorities
- Total number of all employees within the contractor’s workforce associated with the project.

Total Number of Minorities
- Total number of minority male and minority female employees working in each classification of each trade in the contractor’s workforce associated with the project.

Type of Report
- Company-Wide reports reflect the total number of employees employed by the company. Project-Specific reports reflect the number of employees working on a particular project. (Select one only.)
This report is required by the reporting compliance or breach section of the Kentucky Equal Employment Opportunity Act KRS 45.600. The Act can be found at KRS 45.550 to 45.640 KRS 344.040, KRS 45.550 to 45.560, Kentucky Executive Orders 77-508 and 77-831, P.L. 92-256, and 23 CFR Part xx, Subpart A, Appendix A are all in pari materia.

<table>
<thead>
<tr>
<th>Construction Trade</th>
<th>Classification</th>
<th>Total Employees Including Minorities</th>
<th>Minority Group Employees</th>
<th>Total Number of Minorities</th>
<th>Percentage (%) All Minorities</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Black M F Total</td>
<td>Hispanic or Portuguese M F</td>
<td>Asian/Pacific Islander M F</td>
<td>American Indian/Alaskan Native M F</td>
</tr>
<tr>
<td>Journey Workers</td>
<td>Apprentice</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td>Trainee</td>
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<td>Journey Workers</td>
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<td>Sub-Total</td>
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Employee Totals (For Official Use Only)

<table>
<thead>
<tr>
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<th>M</th>
<th>F</th>
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</thead>
<tbody>
<tr>
<td>Journey Workers</td>
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<td>0</td>
</tr>
<tr>
<td>Apprentices</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Trainees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Grand Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Company's Official Signature and Title

Telephone Number (including area code)

Fax Number (including area code)

Date

Page

IMPORTANT NOTICE: The contractor or subcontractor shall submit Form EEO/CC-257 every six (6) months through the duration of the contract or subcontract.
The undersigned, after first being duly sworn, states as follows: I have authority to sign this affidavit on behalf of ____________________________

According to the Kentucky EEO Act, KRS 45.600(1)(a), ____________________________ will “comply in full with all requirements of the Kentucky Civil Rights Act,” and “submit data required by 45.560 to 45.640 upon being designated the successful bidder.”

AFFIANT:

______________________________
Company Official’s Signature

______________________________
Title

______________________________
Date

COMMONWEALTH OF KENTUCKY
COUNTY OF ____________________________

Subscribed and sworn to before me by ____________________________

of ____________________________ this __________ day of ____________________________ , 20 ______

______________________________
(Affiant) ____________________________

______________________________
(Title)

______________________________
My commission expires on: ____________________________

______________________________
Notary Public

______________________________
In accordance with the KY EEO Act, KRS 45.600 (1) (b), provide the following information about your existing workforce. You may duplicate this form if more space is needed. A facsimile of this document, i.e., your own version, is acceptable. However, it must contain all of the information requested on the original form.

<table>
<thead>
<tr>
<th>Name</th>
<th>County and State (of residence)</th>
<th>Race*</th>
<th>Sex</th>
<th>Age</th>
<th>Date Hired</th>
<th>Position Held</th>
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(*) Indicate whether you compiled the information using: ○ Visual survey ○ Personnel records ○ Other (explain)
**Subcontractor Reporting Part IV**

General contractors are required to report all subcontracts valued at $250,000 or more. Contractors must provide the appropriate information in Sections 1 and 2.

1. Check one:
   - [ ] Our company **has not** entered into agreements with subcontractors valued at $250,000 or more.
   - [x] Our company **has** entered into agreements with subcontractors valued at $250,000 or more (you must complete the next section).

2. Provide subcontract information as follows:

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Contact</th>
<th>Address</th>
<th>Amount ($)</th>
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Name of Company

Name of Certifying Official

Signature ___________________________ Date ___________________
<table>
<thead>
<tr>
<th>ARTICLE NO.</th>
<th>TITLE</th>
<th>PAGE</th>
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<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>
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<td>8.</td>
<td>SUBCONTRACTOR AND MATERIAL LISTING</td>
<td>IB-8-9</td>
</tr>
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<td>9.</td>
<td>UNIT PRICES</td>
<td>IB-10</td>
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<td>10.</td>
<td>PERFORMANCE BOND, LABOR &amp; MATERIAL PAYMENT BOND</td>
<td>IB-10</td>
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<td>11.</td>
<td>AWARD OF CONTRACT</td>
<td>IB-10-11</td>
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<td>12.</td>
<td>PUBLIC WORKS ACT</td>
<td>IB-11</td>
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<td>13.</td>
<td>BASIC LEGAL REQUIREMENTS</td>
<td>IB-11-12</td>
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<td>14.</td>
<td>TAXES</td>
<td>IB-12</td>
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<td>15.</td>
<td>PLANHOLDERS</td>
<td>IB-12</td>
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<td>16.</td>
<td>POST BID REVIEW AND MATERIAL SUBMITTAL</td>
<td>IB-13</td>
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<tr>
<td>17.</td>
<td>EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION</td>
<td>IB-13-14</td>
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<td>18.</td>
<td>ANTI-KICK BACK</td>
<td>IB-15</td>
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<td>19.</td>
<td>COMPLIANCE WITH KENTUCKY’S COMPENSATION AND UNEMPLOYMENT INSURANCE LAWS KRS 45A.480</td>
<td>IB-15</td>
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ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchasing Official is the University's authorized representative.

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

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

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

ARTICLE 2 - BIDDER'S REPRESENTATIONS

The Bidder by submitting a Bid represents and warrants that:

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

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

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

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

ARTICLE 3 - BIDDING DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 - PRE-BID CONFERENCE

A pre-bid conference and tour of the project area will be held approximately ten (10) days prior to receipt of bids. (Actual date of Pre-Bid Conference will be stated in the Invitation to Bid.) All contractors wishing to bid on this project should have a representative attend this conference. Items discussed at the Pre-Bid Conference will become part of the contract, and any contractor who doesn't attend the Pre-Bid Conference will still be held responsible for all items discussed.
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.
ARTICLE 6 - CONSIDERATION OF BIDS (Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 - QUALIFICATION OF BIDDING CONTRACTOR

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

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

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

ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING

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

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

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

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

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

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

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

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

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

ARTICLE 10 - PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

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

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

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

ARTICLE 11 - AWARD OF CONTRACT

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

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

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

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

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

ARTICLE 12 - PUBLIC WORKS ACT

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

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

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

ARTICLE 13 - BASIC LEGAL REQUIREMENTS

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

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

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

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

ARTICLE 14 - TAXES

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

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

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

ARTICLE 15 - PLANHOLDERS

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

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

The Bidder should have a responsible authorized representative at the bid opening. The Bidder's representative shall 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 underutilization 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.
This Agreement (also referred to as “the Subcontract”), made this (Contracts.ContractDate) "Contract Date"), by and between Congleton-Hacker Company, a Kentucky Corporation (hereinafter called the “Contractor”), with its principal place of business located at 872 Floyd Drive, Lexington, Kentucky, and {ToCompany.Name} (hereinafter called the “Subcontractor”) a {Company.TypeOfBusiness} with its principal place of business at {Contacts.DisplayAddress}.

WHEREAS, Congleton-Hacker Company has contracted with {LegalDocInfo.Owner} (hereinafter “the Owner”) to provide labor and materials for the construction of the {Projects.Name} (hereinafter “the Project”) located at {Projects.Address}, and

WHEREAS, Subcontractor has proposed a price to perform a certain scope of work (hereinafter “the Work”) on the Project, and

NOW THEREFORE, in consideration of the following, the parties agree:

Article 1. SCOPE. The Subcontractor shall furnish all labor, materials, supervision, tools, equipment, transportation, tests, permits, taxes and insurance necessary to expedite and complete in place all Work in connection with the {Contracts.ScopeOfWork} as described under Section(s) {Contracts.CSICode} of the specifications and/or shown on the drawings as prepared by {LegalDocInfo.ArchName} and which drawings and specifications are available on Contractor’s FTP site or by other means. The Subcontractor shall perform the Work at the direction of Contractor and in accordance with this Agreement and the Contract Documents. Subcontractor shall perform all activities necessary or incidental to complete the Work set forth in Drawings and Specifications listed in Exhibit G to this Subcontract. Such performance shall be entirely acceptable to the Contractor and to the Owner and/or its duly authorized representative and in accordance with the Contract Documents.

1.1 Scope of Subcontract.

1.2 Contract Documents. The Contract Documents for this Project are defined as, and consist of the agreement between the Owner and the Contractor, together with the conditions of the contract between the Owner and the Contractor (general, supplementary, and other conditions), all drawings, specifications, and all addenda issued prior to the execution of the agreement between the Owner and the Contractor, and all modifications and change orders issued subsequent thereto. The Subcontract Documents (also referred to as “this Agreement” or “the Subcontract”) shall include this Agreement and all exhibits incorporated herein together with “the Contract Documents.”

Article 2. SUBCONTRACTOR’S OBLIGATIONS. This Agreement is subject to all the provisions of the Contract Documents between the Contractor and the Owner and the Contract Documents are incorporated herein by reference and made a part hereof as if fully set out herein. It is agreed that the Subcontractor shall comply with all the requirements of the Contract Documents, perform all of the obligations and assume all the liabilities and responsibilities required of the Contractor under its contract.
With the Owner. In the case of an inconsistency between this Agreement and the Contract Documents, this Agreement shall govern.

2.1 Sub-subcontractors and Material Suppliers. The Subcontractor shall not sublet any part of his work without the written consent of the Contractor, and such consent does not in any way relieve the Subcontractor from any provision of this Agreement or the Contract Documents. Such sublet work must be under terms and conditions that specifically incorporate the terms and conditions of this Agreement and the Contract Documents. Subcontractor shall provide a list of proposed sub-subcontractors and material and equipment suppliers and submit this information on the Project Information Form, (Exhibit “D” to this Subcontract) within ten calendar days of the date of the Letter of Intent or the date of this Agreement, whichever is earlier.

Because time is of the essence, the Subcontractor shall submit 1 electronic copy of Shop Drawings, Catalogue Cuts, Brochures, Schedules and/or Samples as required in the Specifications on/or before (date) for materials and/or equipment it is furnishing. The Subcontractor shall be responsible for the accuracy of the submittals, as well as the conformance with the Contract Documents.

Subcontractor shall ensure that its sub-subcontractors and suppliers cooperate with Contractor and all other subcontractors whose work is dependent upon the progress of the Subcontractor’s Work, and shall participate as needed in the preparation of coordination drawings and work schedules. Subcontractor and its sub-subcontractors shall follow Contractor’s directives to keep the Project free from debris and unsafe conditions resulting from Subcontractor’s Work, and daily cleanup of Subcontractor’s Work areas.

2.2 Workmanship. Subcontractor’s Work shall be performed in strict accordance with this Agreement and the Contract Documents in a workmanlike manner. The workmanship shall be the best of the kind performed by others in the same trade. All materials shall be new, conform to the Contract Drawings, and be furnished timely and in appropriate quantities.

2.3 Temporary Services. Unless otherwise provided in this Subcontract, Subcontractor shall provide all temporary services and facilities necessary to perform its work, including but not limited to heat, electrical power, telephone, water and other utilities.

2.4 Progress Reports and Meetings. Subcontractor shall provide progress reports as required, including status of schedule and materials and equipment being manufactured for incorporation into the Work. An authorized representative of Subcontractor shall also attend all progress and/or coordination meetings held by Contractor.

2.5 Authorized Representative. The Subcontractor shall designate in writing the person(s) who shall serve as the Subcontractor’s authorized representative on-site and off-site. This person or these persons shall bind the Subcontractor with respect to all Project documents, including but not limited to Change Orders, and shall be the person to whom Contractor shall issue instructions and direction, except in the case of an emergency.

On-Site Representative: _____________________________
_____________________________

Off-Site Representative: _____________________________
_____________________________
Contractor may, in its discretion require Subcontractor to dismiss from the Work any personnel of Subcontractor or any of its subcontractors, including the Authorized Representative, for any reason, effective upon written notice from the Contractor of such dismissal request. Subcontractor agrees to ensure the continuity of personnel assigned to perform the Work. Any removal or reassignment of personnel assigned to perform the Work shall be with replacements who will have substantially equivalent or better qualifications than the persons replaced. There will be no charge to Contractor while the replacements acquire the necessary training and familiarity with the Work.

2.6 Compliance with All Laws. At all times, and at Subcontractor’s own costs, Subcontractor shall comply with all federal, state and local laws, statutes, codes, rules, regulations, ordinances, executive orders and other laws relating to the Project and the Work. Subcontractor warrants and represents that it is authorized to transact business in the state and local jurisdictions where the Project is located, that it holds any and all licenses necessary to perform the Work and that it has not violated any statutes, codes, rules, regulations, ordinances, orders and/or other laws on other projects. Contractor shall have the right to request, and Subcontractor shall promptly provide, proof of Subcontractor’s licensure. Subcontractor is solely responsible for all matters relating to compensation and benefits of all of Subcontractor’s personnel who perform the Work. This responsibility includes but is not limited to: (1) timely payment of compensation and benefits, including overtime, medical, dental and any other benefit, and (2) all matters relating to compliance with all employer obligations to withhold employee taxes, pay employee and employer taxes and file payroll tax returns and information returns under local, state and federal income tax laws, unemployment compensation insurance and state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax laws or similar laws with respect to all Subcontractor personnel providing Work. Subcontractor shall, upon request, provide Contractor or Owner with proof of compliance. Subcontractor shall indemnify, defend and hold Owner and Contractor harmless from all liabilities, costs, expenses and claims related to Subcontractor’s failure to comply with this Section.

2.7 Permits and Fees. The Subcontractor shall notify, secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary for the performance, completion or use of the Subcontractor’s Work.

2.8 Use of Contractor’s Equipment. The Subcontractor, its agents, employees, Subcontractors or suppliers shall provide all equipment necessary to perform the Work. Contractor is not responsible for, nor does it intend to provide equipment for Subcontractor’s use.

2.8.1 If Contractor determines, in its sole discretion, that Subcontractor may make deminimus use only of Contractor’s equipment, and only if Contractor’s authorized representative has provided express written permission for Subcontractor to make deminimus use of Contractor’s equipment, and only if Subcontractor has provided an executed Waiver, which is Exhibit F to this Subcontract, to Contractor, may Subcontractor make limited use of Contractor’s equipment, solely for convenience and solely at the discretion of the Contractor. If the Subcontractor or any of its agents, employees, suppliers or lower tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, the Subcontractor shall be liable to Contractor (as provided in Article 5 herein) for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely and exclusively to the negligence of Contractor’s employees operating such equipment. Subcontractor agrees that it is using the equipment at its own risk, and uses the equipment as is, without any representations or warranties from Contractor.

2.8.2 Subcontractor shall indemnify, defend and hold Contractor harmless from any loss, claim, damage, or other costs, fees and/or expense (including personal injury, property damage or death), which may arise from Subcontractor’s use of Contractor’s equipment, including the use of Contractor’s
equipment by Subcontractor’s employees, agents, sub-subcontractors or suppliers or any other party for whom Subcontractor may be liable, except where such loss or damage is determined to have been solely and exclusively the fault of Contractor.

2.8.3 Subcontractor shall provide only qualified, skilled and trained operators of Contractor’s equipment. Contractor shall be entitled to request proof of training and skill at any time, and Subcontractor shall discontinue use of Contractor’s equipment until it has provided such proof satisfactory to Contractor.

2.8.4 Subcontractor shall provide all maintenance, fuel and other items necessary for operation of Contractor’s equipment during Subcontractor’s use of the equipment.

2.8.5 Subcontractor shall return the equipment in the same or better condition than the condition of the equipment upon receipt, and Subcontractor shall repair any and all damage to the equipment.

2.8.6 Subcontractor shall not permit other subcontractors or other persons to use Contractor’s equipment.

2.9 Clean Up. The Subcontractor shall follow Contractor’s clean-up directives and those of the Contract Documents, and at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor’s Work; and broom clean each work area daily prior to discontinuing work in the same.

Should Subcontractor fail, after 24 hours notice from Contractor, to appropriately clean an area as required by this Section, Contractor shall assess the Subcontractor for the actual daily clean-up cost or a daily charge of $200.00, whichever is greater, for each day such condition is not remedied.

Article 3. SCHEDULE, DELAY AND LIQUIDATED DAMAGES. Time is of the essence, and Subcontractor agrees to furnish all materials and perform all Work at whatever pace necessary to complete the Project in accordance with the Contractor’s schedule (“the Project Schedule”) at no additional cost to Contractor. The Project Schedule is a document prepared by the Contractor, (available to Subcontractor on Contractor’s FTP Site or by other means), and updated from time to time by the Contractor. The Subcontract Work is critical to the timely completion of the Project. In order to ensure timely performance in accordance with Contractor’s Project Schedule, as updated from time to time, Subcontractor shall commence its Work within five business days after receipt of Contractor’s written notification to proceed. The Subcontractor shall provide the manpower, materials and equipment necessary to begin and continue Work to achieve completion within the time set forth in the Project Schedule.

3.1 Sequence of Work. Subcontractor acknowledges and agrees that Contractor may revise the sequence of the Work as the Project progresses, but no extension of time will be valid without Contractor’s written consent. Contractor may require, without additional cost to Contractor and/or Owner, Subcontractor to prosecute the Work at a sequence and timing as the progress of the Project dictates. It is understood and agreed that the scheduling and sequencing of the Work is the exclusive right of Contractor and that Contractor may resequence Subcontractor’s Work as the demands of the Project require without any additional cost or expense paid to Subcontractor. Contractor shall also have the right to decide on the time, order and priority in which portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor’s Work.
3.2 **Delays by Subcontractor.** If, in the sole opinion of Contractor, Subcontractor falls behind in the progress of the Work, Contractor may direct Subcontractor to take such steps as Contractor deems necessary to improve the progress of the Work. Such direction may include, without limitation, requiring Subcontractor to increase the number of shifts, personnel overtime, days of Work, equipment, plant or other remedies. Subcontractor shall submit to Contractor for Contractor's approval a schedule demonstrating how the required rate of progress will be achieved without additional cost to Owner or Contractor.

3.3 **Cooperation and Coordination.** The Subcontractor shall cooperate with Contractor by scheduling and performing its Work so as to avoid conflict, delay or interference with the work of Contractor, other subcontractors or Owner's separate contractors. Subcontractor shall participate in any inspections relating to Substantial and Final Completion.

3.4 **Schedule Impacts.** If the progress of Subcontractor's Work is substantially delayed without the fault of or caused by Subcontractor, then the Subcontractor must provide written notice to Contractor within five (5) days of the event giving rise to the delay or the claim shall be waived. If Subcontractor provides timely written notice of the claim within five (5) days of the event, and the delay, hindrance or impact to Subcontractor's Work is not caused by the Subcontractor, then the time for Subcontractor's Work may be extended by Change Order to the extent obtained by Contractor under the Contract Documents.

Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, schedule impacts, hindrances, interferences, acceleration, compression or other time related claims (hereinafter referred to as “Schedule Impacts”) caused by any person not a party to this Agreement, other than the Owner, unless Contractor has first recovered the same on behalf of Subcontractor from said person, and then only to the extent of such recovery after payment to Contractor of all attorneys' fees and other expenses relating thereto.

With respect to claims by Subcontractor for delay caused by Owner, Subcontractor agrees that it may only seek additional compensation for proven delay to the critical path, and only to the extent of documented and proven actual costs, and only if timely notice has been provided in accordance with this Subcontract.

Notwithstanding anything to the contrary herein, under no circumstance shall Subcontractor be entitled to seek from Contractor additional compensation or damages for actual or alleged loss of efficiency, constructive acceleration, lost productivity, stacking of trades, home office overhead, expectant underrun, season change premium, extended overhead, impact damages, quantum meruit, profit upon damages for delay or similar damages calculated by formula or trade data or studies.

3.5 **Liquidated Damages.** To the extent that Subcontractor's Work results in Liquidated Damages being assessed against Contractor by Owner, Subcontractor agrees to immediately pay to Contractor the proportionate share or all of the Liquidated Damages resulting from or caused by Subcontractor's performance, and/or to permit set-off by Contractor of such sums against sums otherwise due Subcontractor.

Article 4. **INSURANCE.** Upon execution of the Subcontract, and before commencing work, the Subcontractor shall secure such insurance as required by Exhibit C to this Subcontract for at least those minimum specified limits, and shall furnish a certificate from its carrier to the Contractor, identifying Contractor, their Surety and the Owner, and/or others as required by the Contract Documents, as additional insureds on the policies. All policies must be issued by insurance carriers acceptable to the Contractor, and shall remain in force through Final Completion of the Project.
Article 5. INDEMNIFICATION. Subcontractor agrees to hold harmless, indemnify and defend, the Contractor, its Surety, and the Owner from all loss as a result of Subcontractor’s acts or failure to act, including reasonable attorneys’ fees and court costs. Additionally, Subcontractor shall indemnify, hold harmless and defend the Contractor, the Owner, and other contractors and subcontractors from and against all claims, damages, losses and expenses, including but not limited to attorneys’ and consultants’ fees, arising out of or resulting from the performance of the Work, provided that:

5.1 Bodily Injury or Property Damage. Such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including the loss of use therefrom, to the extent caused or alleged to be caused by any act or omission of the Subcontractor or any person directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable (including sub-subcontractors and material suppliers).

5.2 Liens or Claims. Such claim is asserted against or through the Contractor, Owner or Owner's property, including but not limited to liens for labor performed or materials used or furnished through Subcontractor, its sub-subcontractors, and/or suppliers.

5.3 Compliance with Laws. Such liability is imposed upon Contractor or Owner as a result of Subcontractor’s failure or the failure of any of its employees or sub-subcontractors or materials suppliers to comply with laws, ordinances, rules, regulations, policies or requirements, including but not limited to any Occupational Safety and Health Administration violations, Immigration violations, Owner policies and rules violations, confidentiality violations and any penalties, including enhancements, resulting from, in whole or in part, Subcontractor’s acts or omissions.

5.4 No Limitation of Liability. In any claims against the Owner, Contractor and other contractors or Subcontractor, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation in this Article 5 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 Subcontractor under worker’s compensation acts, disability benefit acts or other employee benefits acts.

Article 6. CHANGES TO THE WORK.

6.1 Changes. Contractor may, by Contractor’s written directive or Subcontract Change Order, make changes in the Work within the scope of this Subcontract, and Subcontractor shall perform such changes. A Subcontract Change Order is a written document prepared by Contractor and signed by the Subcontractor, setting forth their agreement on a change in the scope of the Work, a change in the Subcontract Price, or a change in the Subcontract Schedule. Any adjustments to the Subcontract Price or Schedule relating to the changed Work must be set forth in the Subcontract Change Order, or the claim will be waived. A Contractor’s written directive is a written document prepared by the Contractor’s authorized representative directing a change in the Work, and stating a proposed adjustment, if any, in the Subcontract Price or Schedule. A Contractor’s written directive will be used in the absence of agreement on the terms of a Subcontract Change Order, and Subcontractor shall perform the Work set forth therein. If ordered by Contractor’s authorized representative to proceed by written directive, Subcontractor shall be responsible for tracking all costs incurred in the changed Work, including but not limited to signed time sheets, actual invoices and equipment rental or other documents requested by Contractor, and shall submit these documented records to Contractor within five (5) business days of performing the work for Contractor's consideration. The signing of extra work tickets by the Contractor’s representative shall be for verification of hours worked and materials used only. Approval of additional cost or a change to the Subcontract is subject to the terms and scope of this Agreement. In no event will compensation be paid to Subcontractor.
for additional work performed based upon estimates, unless agreed upon in a Subcontract Change Order signed by both parties. Extensions of time will be considered only upon proof that the Work affected was on the critical path. Failure to document its actual costs incurred in performing additional work may result in waiver of Subcontractor’s claim for additional compensation, as determined by Contractor.

No adjustments in the Subcontract Price or Subcontract Schedule for any Work performed by Subcontractor shall be effective unless the additional work has been ordered by Contractor in writing. If Subcontractor proceeds with additional work without the requisite Subcontract Change Order or written directive by Contractor, Subcontractor proceeds at its own risk and at its own cost.

6.2 Change Orders Final. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Subcontract Price and the Project Schedule. In the event a Change Order increases the Subcontract Price, the Subcontractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents. Any Change Order shall contain a breakdown of the adjustment between labor, equipment, and materials, together with substantiating data.

6.3 Method of Adjustment: If a change in the Work requires an adjustment in the Subcontract Price, the adjustment shall be established by one of the following methods:

a. mutual agreement on a lump sum with agreed markup of 15%, and sufficient substantiating data to permit evaluation;

b. unit prices already established in the Subcontract Documents or if not established by the Subcontract Documents, then established by mutual agreement for this adjustment; or

c. determined by Contractor on the basis of reasonable costs and savings attributable to the change, including itemized and substantiated accounting of the following items attributable to the change:

   (i) labor costs, including Social Security, health, welfare, retirement and other fringe benefits as normally required, and state workers’ compensation insurance;

   (ii) costs of materials supplies and equipment, whether incorporated in the Work or consumed, including transportation costs;

   (iii) costs of renting, either from Contractor or from others, of machinery and equipment other than hand tools;

   (iv) costs of bond and insurance premiums, permit fees and taxes attributable to the change;

   (v) costs of additional supervision and field office personnel services necessitated by the change; and

   (vi) Markup (inclusive of overhead and profit) of sub-tier subcontractors, vendors or equipment suppliers not to exceed a rate of fifteen per cent.
6.4 Notification of Claims. Subcontractor shall notify Contractor in writing of all claims for which the Owner may be liable in the manner provided in the Contract Documents, and with sufficient time for Contractor to review the claim and timely assert the claim against the Owner. Subcontractor shall notify Contractor in writing of any other claims, whether relating to the Subcontract Price or the Subcontract Schedule, within five (5) business days of the beginning of the event giving rise to the claim. If the claim is not timely made, the Subcontractor’s claim is waived. All unresolved claims and disputes shall be resolved in the manner provided in Article 14.

Article 7. SUBCONTRACT PRICE AND PAYMENT.

7.1 Price. Expressly contingent upon the performance by Subcontractor of the terms and conditions of this Agreement, the sum to be paid by the Contractor to the Subcontractor as its total compensation for the furnishing of materials and performing the services required of it under this Subcontract shall be:

{{Contracts.OrigValue} "NumToText") Dollars {{Contracts.OrigValue}}

7.2 Schedule of Values and Time of Application. Subcontractor shall provide a proposed Schedule of Values to Contractor at least seven (7) calendar days prior to Subcontractor’s first application for payment, which may be revised if necessary for approval by Contractor. For Work performed during a payment period, Subcontractor shall apply for a progress payment using the form attached to this Agreement as Exhibit E. Applications for Payment shall be submitted by the twentieth (20th) day of the month. The application shall be for Work performed including the last day of the pay period, and showing Work completed, and to the extent permitted under the Contract Documents and approved for payment by the Owner, material suitably stored and protected.

7.3 Time of Payment and Nonpayment by Owner. Receipt of payment by Contractor from Owner for Subcontractor’s Work is a condition precedent to all progress payments by Contractor to Subcontractor. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor’s Work shall be made within seven (7) business days after the related payment is received from the Owner. Subcontractor will be paid all undisputed invoiced progress payments due Subcontractor under the terms of this Subcontract, in a sum equal to 90% of the approved value for labor and materials incorporated in the Work and 90% of materials suitably stored up to the billing date, if any, less the aggregate of previous payments.

.1 Nonpayment by Owner; Assumption of Risk. The Subcontractor agrees that Contractor has no obligation to pay Subcontractor for any Work performed on the Project until Contractor has been paid by the Owner, unless the Owner’s express reason for withholding payment to Contractor is due to the default of Contractor, and not caused, in whole or in part, by Subcontractor. Subject to the foregoing, the Subcontractor agrees that the Contractor shall have no obligation to pay the Subcontractor for any Work performed until and unless Contractor has been paid by the Owner for the Work. The provisions of this Subcontract stating the time and amount of progress and final payments are subject to the condition that Contractor shall receive from the Owner progress payments, payments for change orders or final payments in at least the amounts payable to the Subcontractor on account of work done by the Subcontractor on this Project. Except as specifically provided herein, the time when such payments shall be due the Subcontractor shall be postponed until Contractor has received payment from the Owner. The Subcontractor acknowledges that it relies solely on the credit and ability to pay of the Owner for payment, and does not rely upon Contractor. Except as provided herein, the Subcontractor agrees that payment by the Owner to Contractor for work performed by the Subcontractor shall be a condition precedent to any payment obligation of Contractor to the Subcontractor. The Subcontractor agrees that the liability of the
surety on Contractor's payment bond, if any, is subject to the same conditions precedent as are applicable to Contractor's liability to the Subcontractor under this Subcontract.

.2 Other Conditions Precedent to Partial Payment. Payments shall not be due until the following conditions have been satisfied:

.a This Agreement has been signed and returned to Subcontractor, and all exhibits executed, including but not limited to Exhibit D (Project Information Form) and,

.b Insurance Certificates have been properly completed and received,

.c Schedule of values has been received and approved,

.d Waivers of liens and claims from all sub-subcontractors and vendors demonstrating payment by Subcontractor for the prior months of the Project,

.e If requested, evidence demonstrating that payroll taxes and other contributions required by law have been paid by Subcontractor,

.f Consent of Surety, if applicable, and

.g Any other documentation requested by Contractor.

.3 Payment Not Acceptance. No payment to Subcontractor shall imply or demonstrate acceptance by Contractor or Owner of any portion of Subcontractor's Work.

.4 Stored Materials. Unless otherwise limited or restricted by the Contract Documents, applications for payment may include suitably stored and protected materials at the Project site or some other location upon approval in advance by the Owner. Approval of a payment application including stored materials shall be conditioned upon provision by Subcontractor of bills of sale and applicable insurance and other documents specified by the Owner or Contractor. Payment to Subcontractor for stored materials shall not relieve Subcontractor of responsibility for proper storage and responsibility for the materials.

7.4 Retainage. Upon completion of 50% of the Project as adjusted by Change Orders, when approved by the Owner and/or Architect, and upon completion of 50% of the Work under this Subcontract, retainage upon all remaining progress payments will be based upon 5% of the Subcontract Price as adjusted by Change Orders, providing the progress of the Work continues satisfactorily and the Owner accepts and continues to make progress payments to the Contractor on the basis of reduced retainage.

7.5 Final Payment: Application and Requirements. Final Payment will be paid within seven (7) business days after receipt of final payment from the Owner and receipt by the Contractor of all required releases, lien waivers and other documents. Before issuance of Final Payment to Subcontractor, and at such times as may be requested, the Subcontractor shall submit evidence satisfactory to the Contractor and to the Owner and/or its duly authorized representative that all payrolls, material bills, and other indebtedness connected with the Project have been paid. Before Final Payment shall be due under this Subcontract, the following must be provided to Contractor as express conditions precedent:

.1 Affidavit that all indebtedness, payrolls and invoices related to Subcontractor's Work, for which the Owner or Owner's property, or Contractor or Contractor's surety may be liable, have been paid or otherwise satisfied;
.2 Consent of surety to Final Payment, if applicable;
.3 Satisfaction of any required close-out procedures required by Owner or Contractor;
.4 Provision of other data required by Owner or Contractor;
.5 Written warranties, guarantees, product data and/or operations manuals relating to Subcontractor’s Work;
.6 Record drawings or as-built relating to Subcontractor’s Work.
.7 Any other documentation required by Contractor.

Final payment shall constitute a full waiver and release of all claims by Subcontractor, but shall not relieve Subcontractor of liability for defective Work appearing after payment, or for continuing obligations hereunder.

7.6 Subcontractor Failure to Make Payments. Subcontractor shall use payments received from Contractor solely to make payments for labor or materials furnished in performing the Subcontractor’s Work on this Project, and shall not use payments to satisfy any indebtedness on other Projects. Contractor shall have the right to contact Subcontractor’s sub-subcontractors and vendors to ensure that they are being paid by the Subcontractor for labor and materials furnished on this Project.

7.6.1 If Contractor has reason to believe that Subcontractor has not paid for labor, material or other obligations, Subcontractor shall supply evidence satisfactory to Contractor within 48 hours that its sub-subcontractors and suppliers have been paid, or

7.6.2 Subcontractor shall provide a bond in a form and with a surety satisfactory to Contractor, indemnifying Owner, Contractor and the Project from liens or claims.

7.6.3 Contractor shall also have the right to:

.a Retain monies due or becoming due to Subcontractor on this Project or any Project of Contractor’s, a reasonable amount to protect Contractor from and against all loss, damage or expense including attorneys’ fees arising out of or relating to a claim or lien of a sub-subcontractor or vendor of Subcontractor,

.b Issue joint checks payable to the Subcontractor and a claimant from sums otherwise due Subcontractor,

.c Make direct payments to the claimant from sums otherwise due Subcontractor, and/or

.d Bond off any lien at Subcontractor’s cost,

.e And Contractor may backcharge all costs, attorneys’ fees and other expense arising from or relating to Subcontractor’s nonpayment.

7.7 Grounds for Withholding Payment. Contractor may withhold payment from Subcontractor for the following reasons:
.1 Defective Work not cured; materials not furnished or failure to clean up;

.2 Damage to the work caused by Subcontractor;

.3 Claims, penalties, attachments, levies, liens, stop notices or court orders filed or other reasonable evidence that such claims will be filed, including claims covered by insurance until such claims are accepted and paid by the carrier;

.4 Failure by Subcontractor to make payments properly to its subcontractors for labor, including fringe benefits, materials or equipment, transportation or shipping costs, taxes, fees or other claims arising out of the Subcontractor’s Work;

.5 Reasonable evidence that the Work can be completed for the balance of the Subcontract Price;

.6 Reasonable doubt that the Work will be completed on schedule due to Subcontractor’s acts or omissions;

.7 Subcontractor’s failure to timely provide any deliverables set forth in this Agreement, including but not limited to insurance certificates, record drawings, warranties or guarantees or approvals;

.8 Any other material breach of this Agreement.

7.8 Right to Issue Joint Checks. Subcontractor agrees and expressly authorizes Contractor to issue joint checks to Subcontractor and its sub-subcontractors, vendors and/or suppliers. Subcontractor understands and agrees that Contractor shall only issue payments and/or joint checks if there are sums undisputedly due and owing Subcontractor pursuant to the terms of this Subcontract Agreement. Subcontractor shall cooperate with Contractor in the administration and delivery of the joint checks to Subcontractor’s sub-subcontractors, suppliers and vendors. Refusal to cooperate with Contractor in the issuance and delivery of joint checks shall be a default of this Subcontract, and Contractor shall be entitled to exercise all rights and remedies it has under this Agreement in the event of default.

Article 8. SITE INSPECTION. Subcontractor represents and warrants that it has been to the Project site, has become familiar with existing conditions and correlated the existing conditions with the requirements of the Contract Documents, and that it fully understands the facilities, restrictions and challenges involved with performing the Work. Subcontractor further represents and warrants that it has examined all of the Contract Documents, including but not limited to any policies and rules of the Owner, requirements of various governmental agencies and others having jurisdiction over the Project. Finally, Subcontractor has performed its own investigation as to the nature and location of the Work, the local conditions and all matters which affect the Work, and that it is not aware of any existing conditions, circumstances or requirements that will necessitate a change in the scope of the Work, the Price or the Schedule.

Article 9. WARRANTY AND CORRECTION OF WORK. Subcontractor warrants to the Owner and to Contractor that materials and equipment will be of good quality and new unless otherwise required or permitted by the Subcontract, that the Work will be performed in a good, workmanlike manner, be free from defects in materials and workmanship, and that the Work will conform with the requirements of the Subcontract and the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the sole judgment of Contractor. This warranty shall be in addition to and not in limitation of any other warranty or remedy.
Subcontractor shall warrant its work for a period of one year following the Owner’s defined commencement date for warranties as set forth in the Contract Documents. If the warranty period is not specifically designated, then the parties agree that the warranty period shall extend for the period set forth in the agreement between the Owner and the Contractor. This warranty shall be in addition to any special or additional equipment and material warranties required by the Contract Documents. Subcontractor further agrees to execute and deliver any additional guarantees or warranties specified in the Contract Documents.

9.1 Correction of Work. Subcontractor shall promptly correct Work failing to conform to the Contract Documents or Work rejected by Contractor, Owner or Architect, whether observed before or after Substantial or Final Completion, and whether or not installed or completed. Subcontractor shall be obligated to correct Work that is not in accordance with the Contract Documents after Substantial Completion to the same extent that Contractor is bound to Owner for correction of Work. Upon notification, Subcontractor shall begin corrective work immediately. This obligation survives the acceptance of the Work and/or termination of the Subcontract. This obligation is in addition to, and not in limitation of the warranty obligations herein; it being the intent of this Subcontract that Subcontractor’s obligations to correct defective Work are not restricted by Subcontractor’s warranty obligations.

9.2 Satisfaction of Warranty and Corrective Work Obligations. As set forth herein, Subcontractor agrees to satisfy warranty and corrective work obligations at no cost to the Owner or Contractor. If corrective action is not initiated or completed within a time reasonable under all of the circumstances, then Contractor shall commence investigation and correction at Subcontractor’s expense. In the event that Subcontractor fails to satisfy these obligations timely, all costs for design, labor, management, supervision, materials, travel (including all mileage, meals, lodging), equipment and overhead (at 15% of costs) incurred by Contractor in the investigation and correction of any such issue shall be paid to Contractor by Subcontractor within seven (7) calendar days of receipt of invoice. Contractor’s rights hereunder shall be in addition to all other rights and remedies of this Subcontract and at law, and in no way relieve the Subcontractor of its primary responsibility for performing and warranting the Work in accordance with the Subcontract documents.

Article 10. IMMIGRATION. Subcontractor shall comply with all requirements imposed upon employers under the Immigration Reform and Control Act of 1986 (“IRCA”), with regard to every Subcontractor employee (“Worker”) who will perform services for Subcontractor related to this Subcontract. Subcontractor further agrees that Subcontractor is the “employer” as that term is defined in 8 C.F.R. Section 274a.1(g), and that Contractor is not the “employer” as so defined respecting Workers. In compliance with its duties under IRCA, Subcontractor shall:

10.1 I-9s. Have sole responsibility for completing Form I-9 for all Workers who provide services relating to this Subcontract, and it will further update such forms to the extent required by law. Subcontractor warrants that all of Subcontractors’ employees who complete Form I-9 for Workers’ will be knowledgeable of all Form I-9 requirements, including but not limited to, knowledge of which documents do and do not satisfy the requirements of Form I-9, and that such employees will otherwise complete Form I-9 in full compliance with IRCA.

10.2 Warranty of Employment Authorization. Subcontractor warrants that no Worker will provide services relating to this Subcontract until Subcontractor has completed Form I-9 for such Worker in the manner required by IRCA. Subcontractor further warrants that it will not permit any Worker to perform services relating to this Subcontract who Subcontractor knows or has reason to believe is not authorized to work in the United States, regardless of whether such individual is able to produce documents which satisfy the requirements of Form I-9. Subcontractor understands that Contractor is acting in reliance upon Subcontractor’s warranty.
10.3 Removal of Workers Not Authorized for Employment. If Subcontractor learns or has reason to believe that any Worker is not authorized to work in the United States, Subcontractor shall immediately so inform Contractor, and Subcontractor shall not assign Work to such Worker. If Contractor learns or has reason to believe that any Worker is not authorized to work in the United States, upon notification by Contractor, Subcontractor shall immediately cease assigning Work to any such Worker. A failure of Subcontractor to take immediate action upon notice from Contractor shall be a material breach and grounds for default termination under this Subcontract.

10.4 Indemnification and Hold Harmless. In the event that a government agency, Owner or Contractor determines that any Worker hired by a Subcontractor is not authorized to work in the United States, Subcontractor shall indemnify and hold Contractor harmless, as well as any agents, employees, officers, directors, trustees or other persons acting on Contractor’s behalf, from any liability incurred by Contractor as a result of such determination. Such indemnification shall include, but not be limited to, civil or criminal fines or penalties assessed, alleged and any costs incurred in responding to or participating in any government or Owner investigation, finding, recommendation, hearing, appeal or any other proceeding, including attorneys’ fees and costs, as well as any costs, fees or damages assessed or incurred by Contractor or Owner.

10.5 Consequential Damages and Effect on Schedule. If Subcontractor is terminated due to noncompliance with this Article, or if Subcontractor’s Work force is adversely impacted by the removal of Workers not authorized to work in the United States from the Project in compliance with this Section, Subcontractor shall be liable to Contractor for any and all damages, costs, fees, including but not limited to schedule recovery costs, reprocurement costs and all other costs recoverable under this Subcontract.

Article 11. HAZARDOUS SUBSTANCES. In order to comply with laws that require an employer to timely notify employee of the use of Hazardous Substances, Subcontractor shall timely provide a current copy of the Material Safety Data Sheet (MSDS) for any Hazardous Substance or Chemical that Subcontractor intends to bring to the Project site.

11.1 Removal of Hazardous Substances. Subcontractor shall be responsible for timely removal of any Hazardous Chemicals and/or Substances that are brought to the Project site, but are not consumed or used, as well as all waste generated from the Work. Such removal shall comply with all laws, regulations, codes, permits and ordinances.

11.2 Discharge. Subcontractor shall conduct the Work in a manner to avoid the discharge, dispersal, escape, release or saturation of any pollutant into the atmosphere or into any body of water or on, onto, upon in or into the surface or subsurface of land unless permitted by federal, state or local laws, regulations, ordinances or permits.

11.3 Existing Hazardous Conditions. If the Subcontractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (“PCB”) or other Hazardous Substances at the Project site that have not been rendered harmless, the Subcontractor shall immediately stop work in the area affected and immediately report the condition to Contractor in writing. The Work in the affected area shall resume in the absence of asbestos, PCB, or Hazardous Substances, or when it has been rendered harmless, or by being reduced to a safe level or concentration, or by written agreement of Contractor and Subcontractor, or by an award from the parties’ dispute resolution as provided herein.

11.4 Indemnification. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and other subcontractors, and each of their employees and agents, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees arising from or relating to performance of the Work in the affected area if the material is asbestos, PCB or
other Hazardous Chemical or Substance that has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or damage to or destruction of tangible property (other than the Work itself), including loss of use therefrom, but only to the extent caused in whole or in part by failure to comply with Article 11 or by negligent acts or omissions of the Subcontractor or anyone for whose acts it may be liable, regardless of whether the claim or damage is caused in part by a party indemnified hereunder.

**11.5 Definitions of Hazardous Chemicals and Substances.** As used herein, the term “Hazardous Chemical” shall mean any chemical defined as hazardous in the Hazardous Communication Standards, 29 C.F.R. § 1926.59 or 29 C.F.R. § 1910.1200, and “Hazardous Substance” shall mean any substance, including solid, liquid or gaseous material, which is listed or defined as a “hazardous substance” in the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq, or regulations relating thereto, but does include petroleum, including crude oil or any fraction thereof, oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. 1251 et seq. or regulations relating thereto, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. § 3011 et seq., including regulations relating thereto, and includes any other substance defined by federal, state or local statute, regulation or ordinance as a hazardous, toxic or dangerous waste or substance where “state” means the State in which the Work is being performed and “local” means the local jurisdiction (i.e., county, parish, city, etc) in which the Work is being performed and “pollutant” shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and shall include any Hazardous Substance.

**Article 12. DEFAULT.**

**12.1 Commencing Work.** Should the Subcontractor not begin work on the beginning date, the Contractor shall notify the Subcontractor in writing by mail, facsimile or e-mail, that its performance is jeopardizing the Project schedule and that Subcontractor must begin work within three (3) business days from the date of written notification. Should the Subcontractor fail to begin work with appropriate manpower, materials and equipment within three (3) business days of the date of notification, the Contractor may, at his sole discretion, perform the work of the Subcontractor or supplement the Subcontractor’s work force and charge the cost of said performance to the Subcontractor.

**12.2 Timely Performing Work.** After commencing work, Subcontractor shall perform in a timely manner and in accordance with the Contractor’s schedule as updated from time to time. If Subcontractor fails to perform in accordance with Contractor’s schedule, Contractor may notify the Subcontractor in writing (via mail, facsimile or e-mail) and the Subcontractor shall, within two (2) business days from the notification date, reestablish its work in compliance with the schedule and provide a plan for compliance with the schedule going forward. If the Subcontractor fails to reestablish its Work in compliance with the schedule and/or fails to follow the plan provided for compliance with the schedule going forward, the Contractor may, at its sole discretion, perform the work of the Subcontractor or supplement the Subcontractor’s work force and charge the cost or of said performance to the Subcontractor.

**12.3 Other Defaults and Consequences.** If Subcontractor fails to supply sufficient skilled workers, proper materials, fails to timely achieve Substantial or Final Completion, fails to make prompt payment to its workers and sub-subcontractors and suppliers, fails to observe laws, fails to indemnify Contractor as required under this Agreement, or is otherwise in breach of an obligation of this Subcontract, and if Subcontractor fails to cure any of these defaults within two (2) business days after the date of written notice to Subcontractor, then Contractor, without prejudice to any other rights and remedies it has, may seek any or all of the following remedies:
.1 Withhold further payments from Subcontractor pending corrective action or completion of the Subcontractor’s Work to the satisfaction of Contractor; and

.2 Set-off Contractor’s damages incurred due to Subcontractor’s default against any monies due Subcontractor under this Subcontract or any other contract between Contractor and Subcontractor; and

.3 Supply workers, materials and equipment and other facilities Contractor deems necessary for the completion of Subcontractor’s Work, and charge or off-set the cost to Subcontractor, who shall be liable for such costs, including overhead, profit, and other damages, including attorneys’ fees and dispute resolution costs; and

.4 Contract with one or more additional subcontractors to perform part or all of Subcontractor’s Work; and/or

.5 Terminate the Subcontract, and contract with another subcontractor to perform the balance of the Subcontractor’s Work at the sole cost of Subcontractor. In the event of an emergency, Contractor may proceed with any of the foregoing without notice to Subcontractor.

Article 13. TERMINATION BY CONTRACTOR OR OWNER.

13.1 Termination by Contractor. If Subcontractor fails to either commence or satisfactorily continue correction of a default as set forth in Article 12, then Contractor may terminate this Agreement by written notice to Subcontractor and its surety, if any, effective immediately, and use any materials, equipment and workers as Contractor deems appropriate. All of the costs incurred by Contractor from performing the Subcontractor’s Work, including reasonable overhead, profit and attorneys’ fees shall be deducted from any monies due or which may become due the Subcontractor. The Subcontractor shall be liable for any amount by which expenses may exceed the unpaid balance of the Subcontract.

13.2 Termination by Owner. If the Owner, for any reason, terminates Contractor’s contract or any part that includes Subcontractor’s Work, Contractor shall so notify Subcontractor in writing and upon receipt of the notice, this Agreement shall be terminated or assigned to the Owner, and Subcontractor shall immediately stop Work, pending further instructions. If Owner terminates Contractor for cause, Owner shall have the right to assignment of this Subcontract for completion of the Work. The assignment shall not operate as a release of any claims of Contractor against the Subcontractor. Further, in the event of Owner suspension or termination, Contractor’s obligation to the Subcontractor is limited to the extent of Contractor’s recovery, on Subcontractor’s behalf, pursuant to the Contract Documents. Contractor will cooperate with Subcontractor in the prosecution of any claim of Subcontractor’s relating to the suspension; however, any and all costs of such prosecution, including attorneys’ fees, shall be borne by the Subcontractor. This provision shall not be construed to create any obligation upon Contractor to pursue any claim or litigation on behalf of Subcontractor.

13.3 Wrongful Default or Termination. If Contractor wrongfully defaults or terminates Subcontractor, Contractor shall only be liable to Subcontractor for the reasonable value of the Work performed by the Subcontractor prior to Contractor’s default or termination, less prior payments made. In no event shall Subcontractor be entitled to recover any other incidental or consequential damages, which include but are not limited to profits attributable to unperformed Work, or punitive damages.

Article 14. DISPUTE RESOLUTION. All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the issuance or acceptance of final payment and the claims excluded or limited by Sections 6.2 and 14.1, shall be resolved by mediation, and if not resolved by mediation, litigation in Kentucky State Court, Fayette Circuit.
Court, or Federal Court in the Eastern District of Kentucky. The site for mediation shall be in Lexington, Kentucky, unless required otherwise by Contractor’s agreement with Owner, and Lexington, Kentucky shall also be the venue for any related litigation.

14.1 Time Within Which Claims May Be Brought. The parties agree that claims must be identified, and the party against whom the claim is made, must be notified in writing within five (5) business days of the event giving rise to the claim. However, in no event shall a claim be asserted by the Subcontractor against Contractor either (1) after the expiration of ten (10) calendar days following submission of Subcontractor’s final application for payment or alternatively, (2) in no event later than thirty (30) calendar days after Substantial Completion of Subcontractor’s Work on the Project, as determined by Contractor in its sole discretion. The parties agree that any claim asserted after the expiration of these deadlines shall be untimely, null and expressly waived.

14.2 Negotiation And Mediation. As an express condition precedent to commencing litigation against the other, the parties shall proceed as follows:

.1 The party asserting a claim shall do so in writing and within the notice period set forth above.

.2 The parties shall then attempt in good faith to negotiate a resolution of disputed claim(s) during the next twenty (20) calendar days before pursuing any other means of dispute resolution.

If claims remain unresolved after good faith negotiation, the parties shall endeavor to resolve disputes by proceeding, at the instance of either party, to non-binding mediation conducted under such rules as the parties may agree to employ. If the parties cannot reach agreement respecting the rules under which mediation shall be conducted, the parties shall conduct mediation in accordance with the mediation rules of the American Arbitration Association. The parties shall divide the cost of the mediator evenly among them.

14.3 Resolution Of Disputes. If mediation fails to resolve the dispute, the parties shall proceed either in the United States District Court for the Eastern District of Kentucky, or in the Commonwealth of Kentucky Fayette Circuit Court in Lexington, Kentucky.

.1 Subcontractor agrees to submit to the jurisdiction and venue of the United States District Court for the Eastern District of Kentucky in Lexington, Kentucky and/or the Fayette Circuit Court.

.2 Subcontractor agrees that matters litigated in Court shall be determined by a judge and not by a jury.

14.4 Claims Involving the Owner. Subcontractor agrees that if the Agreement between the Owner and Contractor requires the Owner and Contractor to arbitrate their disputes, that Subcontractor hereby agrees to arbitrate any claims involving the Owner.

Article 15. MISCELLANEOUS.

15.1 Governing Law. This Subcontract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. All indemnification obligations contained herein, including indemnification obligations set forth in the exhibits to this Agreement, which are incorporated by reference, shall survive the completion of Subcontractor’s Work and shall survive the termination of this Subcontract.

15.2 Severability and Waiver. The partial or complete invalidity of one or more provisions of this Subcontract shall not affect the validity of any other provision. The failure of either party to insist, in one or
more instances, upon the performance or enforcement of any terms of this Subcontract, or to exercise any right herein shall not be construed as a waiver or relinquishment of any such term or condition respecting future performance.

15.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Subcontract shall not be modified except by a written instrument signed by both parties.

15.4 **Assignment And Subcontracting.** The Subcontractor shall not assign this Agreement, nor its proceeds or receipts, nor subcontract the whole or any part of the Subcontractor’s Work, without the prior written approval of Contractor.

15.5 **Subcontract Documents.** The following documents, designated by Exhibit letter below, are identified as Subcontract Documents and incorporated by reference herein:

A. General Safety Work Requirements

B. Congleton-Hacker Co. Policy on Sexual and Other Unlawful Harassment

C. Minimum Insurance Requirements for Subcontractors

D. Project Information Form

E. Forms (Payment Application Form and Lien Waiver Forms to be used for this Project)

F. Release, Waiver and Indemnity for Use of Contractor Owned or Rented Equipment

G. Scope Document and Special Conditions

H. Payment and Performance Bonds

I. Contract Document List
In witness whereof, the parties hereto have executed this agreement the date written below, and the persons executing this agreement represent and warrant that they are authorized to act upon behalf of the respective parties:

CONTRACTOR:

WITNESS:  

CONGLETON-HACKER COMPANY

By: ________________________________
    Signature

______________________________
    Printed Name

______________________________
    Title

Dated: ______________________________

SUBCONTRACTOR:

WITNESS:  

({ToCompany.Name} ">")

By: ________________________________
    Signature

______________________________
    Printed Name

______________________________
    Title

Dated: ______________________________

CONTRACT NO.  {Contracts.ContractNumber}

{Projects.Name}
GENERAL SAFETY WORK REQUIREMENTS

The Subcontractor is solely responsible for a Safety Program for their employees. As a part of their Safety Program, the subcontractor represents and warrants that they require, among other things, that all such employees comply with the following rules and regulations:

1. Nothing in the following rules will relieve the subcontractor of their obligation to maintain a safe work environment in accordance with all Federal, State and Local Safety Laws.

2. Accidents or injuries, regardless of their nature, shall be reported to the appropriate parties in accordance with applicable governmental laws and insurance requirements and to the project superintendent at the time of the accident and in writing within 24 hours of same.

3. This is a 100% hard hat project. Hard hats will be worn at all times.

4. All other personal protective equipment (PPE) will be worn, at a minimum, in compliance with the Kentucky Occupational Safety and Health Regulations.

5. Shoes shall be first grade, hard soled and ankle high. Tennis shoes are not permitted.

6. Never operate machinery unless all guards and safety devices are in place and in proper operating condition.

7. Place ladders on a substantial base and do not use ladders with broken, split, or missing rungs and rails. All ladders are to extend at least three feet (3’) above the landing platform and be securely fastened.

8. Gasoline must be stored and transported in authorized cans only. No smoking anywhere near flammable liquids.

9. Compressed gas cylinders must be secured in an upright position.

10. When burning or welding, a fire extinguisher must be close at hand at all times.

11. Electric tools shall either be double insulated or be properly grounded. Extension cords shall be the three-wire grounding type. Ground-fault interrupters shall be on all 120 volt power.

12. Temporary wiring will be in accordance with electric code and installed by competent personnel. All bulbs to be protected.

13. Fall protection shall be provided when working 6’ or more above lower levels. This is in accordance with safety standards for fall protection, 29CFR, Part 1926, Subpart M.

14. Any overhead lifting by means of crane, lifts, hoists, etc. shall not be done when the designated OSHA high voltage clearance cannot be maintained.

15. Scaffolding shall be erected on sound footing. Loose brick, block, boards, etc. are prohibited. Scaffolding shall have handrails and toe boards.

16. Rolling scaffolds will be equipped with wheel locks which will be locked in use. Personnel will not ride scaffold when being moved.
17. Conduct a minimum of monthly “tool box talks” with all employees and report the contents of these talks to the project superintendent in an acceptable format.

18. All trenching, excavating and shoring shall be performed in accordance with OSHA’s Construction Standard for Excavations, 29 CFR, Part 1926, Subpart P.

19. Sources of ignition shall be prohibited from areas where flammable liquids are stored or issued. Appropriate warning signs shall be posted at these locations.

20. All earthmoving equipment shall have seat belts, backup alarms and rollover protective structures (ROPS).

21. Hazardous material information is on file at the Congleton-Hacker Company job site office. All subcontractors shall comply with communication of this information to their employees in respect to Congleton-Hacker Co. Hazard Communication Program and report any hazardous material brought on site to the project superintendent.

22. The use of, or being under the influence of, intoxicating beverages or illegal drugs while on the job is prohibited.

23. Horseplay causes accidents and will not be tolerated.

24. Be alert and keep out from under overhead loads.

25. Security of tools, equipment and materials will be the responsibility of each individual subcontractor.

26. Employees of subcontractors required to enter into confined or enclosed spaces shall be instructed as to the nature of the hazards involved, the necessary precautions to be taken, and the use of protective and emergency equipment required. A confined or enclosed space is a space which has limited means of egress and is subject to the accumulation of toxic or flammable contaminants or have an oxygen deficient atmosphere.

27. No person shall ride a hook, hoist or other material handling equipment. The riding of such equipment is prohibited.

28. All posted safety rules must be obeyed and must not be removed.

29. All subcontractors shall supply a competent person, as defined by OSHA, for their work and notify the project superintendent of such person.

30. All fork lift operators must be certified. Congleton-Hacker Company equipment (rented or owned) may only be operated by trained Congleton-Hacker Co. employees and use is strictly prohibited by others.

31. All subcontractors must see that all their employees receive a copy of the above safety work rules and monitor them to assure that all rules are complied with daily.

ALCOHOL AND DRUG FREE PROJECTS: Subcontractor acknowledges and agrees that it is essential to the safety of persons at the site that this be a drug and alcohol free Project. Subcontractor shall ensure that its employees shall not distribute, be under the influence of, or be in possession of any form of alcohol or unlawful drug while at the Project site or while performing Project related duties. The Subcontractor shall indemnify and hold the Owner and Contractor harmless from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or related to Subcontractor’s failure to comply with this provision.
CONGLETON-HACKER COMPANY POLICY ON SEXUAL AND OTHER UNLAWFUL HARASSMENT

Congleton-Hacker Company is committed to providing a work environment that is free of unlawful discrimination and harassment.

1. Actions, words, jokes, or comments based on an individual’s sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

2. Such harassment - whether overt or subtle - is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

3. Sexual harassment, in particular, includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that is made a condition of employment, that unreasonably interferes with work performance, or that creates an intimidating, hostile, or offensive work environment.

Congleton-Hacker Company shall specifically ensure that all subcontractors are aware of and carry out its policy to maintain a working environment free of harassment, intimidation and coercion, with specific attention to minority and female individuals.

We ask that you read this policy with care, abide by its provisions, and convey this information to all your employees working on Congleton-Hacker Company projects.
MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

All persons or companies subcontracting work with Congleton-Hacker Co., either directly or indirectly through other subcontractors, must procure and keep in force and effect, insurance as required by the contract documents of the specific project(s) involved, or according to the requirements stated below if they are more comprehensive and/or have higher coverage levels. Before commencing any work, subcontractors shall furnish Congleton-Hacker Co. with Certificates of Insurance attested by a duly authorized representative of the insurance carrier(s) evidencing that the insurance required is in force and effect with an insurance carrier(s) acceptable to Congleton-Hacker Co., and that such insurance will not be canceled or materially changed without giving Congleton-Hacker Co. at least 30 calendar days prior unconditional written notice. (If a standard Accord Certificate of Insurance form is used by your insurance agent it should read under the cancellation section: In the event of modification or change or before the expiration date thereof, the issuing company will mail 30 calendar days written notice to the certificate holder named to the left.) These are the minimum insurance requirements only and do not limit the subcontractor's liability, in any way, for incurred losses.

A. GENERAL LIABILITY INSURANCE: Comprehensive General Liability (CGL) Insurance, including Blanket Contractual Liability, Completed Operations, Explosion Collapse and Underground Hazard, Products Liability, Broad Form Property Damage, Premises- Operations, Independent Contractors and Personal Injury, with limits of not less than $1,000,000 per occurrence/$2,000,000 aggregate for all liability arising out of injury to or death of one or more person, in any one occurrence, and for all liability arising out of damage to or destruction of property, including loss of use thereof and downtime, in any one occurrence. Subcontractor's coverage will be primary and non-contributory to any coverage maintained by Congleton-Hacker Co. and/or the Owner.

The CGL, Products Liability and Completed Operations Coverage required at $1,000,000/ $2,000,000 limit hereunder shall be effective during the term of the Subcontract and for a period of at least three years following completion of the Work, or the length/duration of the state statute of repose, whichever is longer.

Congleton-Hacker Co., their Surety and the Owner, and/or others as required by the Contract Documents, shall be added to the General Liability Policy as additional insured on all policies procured by Subcontractor pursuant to this Subcontract.

The additional insured clause should read as follows:
For a blanket certificate - "The certificate holder, their surety and owner are named as additional insured for all work performed by the named insured."

For certificates issued for each individual project - "The certificate holder, their surety and owner are named as additional insured for all work performed by the named insured on the (job name) project."

B. AUTOMOBILE LIABILITY INSURANCE: Automobile Liability Insurance on all motor vehicles owned, hired, or non-owned, with limits of not less than $1,000,000. If no vehicles are owned by the company, and personal vehicles are used, Congleton-Hacker Co. requires a copy of the personal auto insurance policy, showing commercial auto insurance is included.

C. EXCESS UMBRELLA LIABILITY - $1,000,000 in excess of General Liability, Automobile Liability and Employer's Liability Insurance.

D. STATUTORY WORKER'S COMPENSATION including Employer's Liability of not less than $100,000 each accident/$100,000 disease each employee/$500,000 disease policy limit and Broad Form All States Coverage, and Voluntary Compensation endorsement. Also include coverage under the United States Longshoremen's and Harbor Worker's Compensation Act, if exposure exists, thereunder.

E. WAIVER OF RIGHTS: Contractor and Subcontractor waive all rights against each other and the Owner, Owner’s separate contractors and all other subcontractors on the Project for loss or damage to the extent covered by Builders’ Risk or other similar insurance covering improvements or materials at the Project site, except such rights as they may have to the proceeds of such insurance. If not covered under the Builders’ Risk policy of insurance or other property or equipment insurance required by the Subcontract, the Subcontractor shall procure and maintain at Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Work are included in Subcontractor's Application for Payment.
AFFIDAVIT

CONGLETON-HACKER COMPANY
PROJECT INFORMATION FORM

Affidavits, Releases of Lien and Waivers, both Partial and Final, will be required from all
Material Suppliers and Subcontractors furnishing materials or labor on this project.

C-H PROJECT #{Projects.Number}

SUBCONTRACTOR: {ToCompany.Name} PROJECT: {Projects.Name}

I. LIST YOUR MATERIAL & EQUIPMENT SUPPLY SOURCES FOR THIS PROJECT
   *If additional space is needed, attach list

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<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PHONE NO.</th>
<th>DESCRIPTION OF MATERIALS TO BE SUPPLIED</th>
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II. SUBCONTRACTORS YOU INTEND TO USE ON THIS PROJECT

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<th>FIRM NAME</th>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PHONE NO.</th>
<th>DESCRIPTION OF SUBCONTRACTED WORK</th>
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I certify that the foregoing is a complete list of all material suppliers and subcontractors from whom purchases in excess of $1,000.00 will be made for this particular Congleton-Hacker Co. project. In addition, I agree that you may contact any of the above listed parties for the purpose of obtaining information relating to this project.

_____________________________  _______________________  _______________  ____________                 Signature                                        Printed Name                  Title                     Date

Congleton-Hacker Co. Use Only

______________                ________                  Date                                  PM Initial
CONGLETON-HACKER COMPANY  
872 FLOYD DRIVE  
LEXINGTON, KY 40505

SUMMARY OF APPLICATION FOR PAYMENT

DATE: ______________________________ PROJECT: {Projects.Name}  
FROM: {ToCompany.Name}  PROJECT NO. {Contracts.ContractNumber}  
_________________________________ DATE OF CONTRACT: {Contracts.ContractDate}  
_________________________________ APPLICATION NO. ____________________  
PHONE: _______________________ PERIOD FROM _________ TO __________

STATEMENT OF CONTRACT  

Original Contract Amount $ {Contracts.OrigValue}  
Approved Change Order #1 thru _____ * $ ___________________  
Revised Contract Amount to Date $ ___________________  

* Unapproved Changes are not to be billed unless and until a Change Order is fully executed by Congleton-Hacker.

PROJECT TO DATE APPLICATION CALCULATIONS  

Value of Work Completed (per attached breakdown as prescribed by Project Manager) $ ________________  
Materials Stored (per attached breakdown as prescribed by Project Manager) $ ________________  
Total Completed Work & Material Stored on Job Site $ ________________  
Less _____% Retainage $ ________________  
Total to Date Less Retainage $ ________________  
Less Previous Applications $ ________________  
Amount of This Application for Payment $ ________________  

IMPORTANT: The Payment Estimate Supplemental Information Data must be completed and submitted along with this form. The Progress Payment Waiver and Release of Lien form must be furnished for previous invoice payments to subcontractors and suppliers. Your Progress Payment Waiver of Lien must also be furnished for previous invoice payments.
Exhibit “E”

CONGLETON-HACKER COMPANY

PAYMENT ESTIMATE SUPPLEMENTAL INFORMATION

TO:  CONGLETON-HACKER COMPANY  RE: SUBCONTRACT NO.  {Contracts.ContractNumber}

PROJECT:  {Projects.Name}

PAYMENT ESTIMATE NO. _______  ESTIMATE DATE:  ___________________________

Listed below are all subcontractors and suppliers of materials for this project during the period covered by this Payment Estimate whose total amount due for the period exceeds $1,000.00 OR who have had lesser amounts due over multiple periods which in aggregate exceeds $1,000.00 and for which releases have not been furnished.

If additional space is needed attach list to this sheet. Send completed releases and waivers from all of the following along with your own with your next Payment Estimate.

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<tr>
<th>NAME</th>
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<th>DESCRIPTION OF WORK OR MATERIALS</th>
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The undersigned certifies that the foregoing list, and any attached sheets, includes all subcontractors and material suppliers as described above having amounts due in excess of $1,000.00 in aggregate for the period covered by this or previous Payment Estimates for which releases and waivers of lien have not been furnished.

COMPANY NAME:  {ToCompany.Name}

AUTHORIZED SIGNATURE:  ________________________________

TITLE:  _______________________  DATE SIGNED:  _____________

Congleton-Hacker Co. Use Only
Project Manager Approval:  ________

For Use By Subcontractor’s Material Suppliers and Subcontractor’s Subcontractors
PROGRESS PAYMENT
SUBCONTRACTOR, SUPPLIER OR VENDOR AFFIDAVIT AND WAIVER OF LIEN
ACKNOWLEDGEMENT OF PAYMENT

Project Name:{Projects.Name} (“the Project”)
Subcontractor, Supplier or Vendor Name: {ToCompany.Name} (“Subcontractor”)
Owner Name:{LegalDocInfo.Owner} (“Owner”)

Subcontractor has provided labor and/or materials, equipment, or machinery for the Project during the billing period of ______________ through ______________ (the Billing Period), and

Subcontractor has paid in full all bills, invoices or other obligations for labor, materials, payroll taxes, material, equipment, machinery, fuel or any other debts owed relating to this Project which are due or payable on or before the last day of the Billing Period.

Subcontractor certifies and warrants that it has complied with all federal, state and local tax and employment laws, including but not limited to Social Security, Unemployment, Immigration, and Workers Compensation laws relating to the Subcontract and Subcontractor’s work through the Billing Period.

Subcontractor waives and releases all rights to lien or claim against the Owner of the Project, the Owner’s Property, Congleton-Hacker Company and any surety for the performance of this Subcontract from inception of the Project through the Billing Period, except for (i) unpaid retention and (ii) work that has been performed which is not the subject of an approved change order and which is described and quantified in the attached document. The Subcontractor acknowledges and agrees that all claims that arose during this Billing Period, if any, are hereby expressly waived and released. The Subcontractor further states that no other person has any right to a lien or claim against the Owner or Owner’s property due to work performed or material, equipment, machinery or other supplies furnished to the Subcontractor through the Billing Period.

Subcontractor understands and agrees that Congleton-Hacker Company and others are relying on this waiver and release to induce Congleton-Hacker Company to make payments to the Subcontractor. This waiver and release shall become effective immediately upon receipt of the amount applied for in Payment Application Number __ for this Billing Period.

Subcontractor swears, affirms and certifies that its Application for Payment Number __ for the Billing Period is accurate and correct and properly describes the work performed, materials, equipment and machinery provided to the Project for the Billing Period specified. Subcontractor shall indemnify, defend and hold harmless Congleton-Hacker and the Owner, including any attorneys’ fees or costs incurred by them, from and against any claim or lien by any vendor, sub-subcontractor or other person or entity with respect to any material or labor placed upon, furnished or installed on or in the Project and/or on Owner’s property by the Subcontractor or Subcontractor’s vendors, sub-subcontractors or others for whom Subcontractor is directly or indirectly responsible.

{ToCompany.Name}
Subcontractor

________________________
Signature and Title

________________________
Printed name

COMMONWEALTH OF KENTUCKY)
COUNTY OF _____________ )

Subscribed and sworn to before me this _____ day of ________, 20__, by _____________________________.

My commission expires: ___________________________

___________________________________________
NOTARY PUBLIC

[SEAL]
SUBCONTRACTOR AFFIDAVIT AND WAIVER OF LIEN –

ACKNOWLEDGMENT OF FULL AND FINAL PAYMENT

[ToCompany.Name] (hereinafter "the Subcontractor"), being duly authorized by the company, and after first being duly sworn, states as follows:

Subcontractor, having entered into a Subcontract with Congleton-Hacker Co. ("Contractor") on the project owned by [LegalDocInfo.Owner] ("Owner") and known as [Projects.Name], located in [Projects.Address] (hereinafter "the Project"). Subcontractor has performed work and/or furnished materials, equipment, and/or machinery or has fabricated materials especially for the Project. Subcontractor certifies that it has paid in full all bills or obligations for labor, sub-subcontract Work, payroll taxes, material, (whether or not specifically fabricated for this Project), equipment, and/or machinery, and Subcontractor represents to Contractor that there are no bills or obligations unpaid on the Project.

The Subcontractor further certifies that it has complied with all federal, state and local tax and employment laws, including, but not limited to, Social Security, Unemployment and worker's compensation laws, applicable to its Work for the Project.

The Subcontractor hereby fully and finally waives and releases all rights to liens and claims against the Owner, the Contractor, the Project property, the Project or any funds relating thereto for the performance of its Contract from the inception of the Project. The Subcontractor further states that no other person has any right to a lien or claim against the Owner, the Contractor, the Project property or the Project funds on account of work performed or for material, equipment, and/or machinery, or for material especially fabricated for the Project, furnished by or through the Subcontractor.

Subcontractor understands and agrees that this waiver and release is given with the understanding that the Contractor and others will rely upon it, and it is provided to induce Contractor to make the final payment to the Subcontractor. The waiver and release is effective as of the date it is signed.

In consideration for full and final payment, Subcontractor shall indemnify, defend and hold the Contractor and the Owner harmless from any claims or liens asserted against the Contractor, the Owner, Owner's property, the Project or any funds relating thereto by Contractor's subcontractors, suppliers, governmental agencies or other third parties which arise from Work performed and/or materials provided, including all costs, attorneys' fees and other expenses incurred by the Contractor or Owner as a result of such liens or claims.

Subcontractor attaches hereto final waivers and releases for liens from all sub-subcontractors, vendors and/or material suppliers.

SUBCONTRACTOR

______________________________
Signature/Title

______________________________
Printed Name

State of: ___________________

County of: ___________________

Subscribed and sworn before me this _____ day of ____________, 2012 by ________________________________, the _______________ of __________, a _______________ corporation (or partnership or sole proprietorship), on behalf of the Subcontractor.

___________________________________
Notary Public

My commission expires: ___________________
RELEASE, WAIVER AND INDEMNIFICATION

FOR USE OF CONGLETON-HACKER CO. OWNED OR RENTED EQUIPMENT

This ___ day of __________, 201_, {ToCompany.Name} ("Subcontractor"), agrees
as follows:

WHEREAS, Subcontractor is performing work on the {Projects.Name} project ("Project") under subcontract with Congleton-Hacker Company ("Contractor"); and

WHEREAS, Subcontractor desires to use equipment owned by Contractor in the performance of its work on the Project;

NOW THEREFORE, in consideration of Contractor’s permission to use Contractor’s equipment on the Project, Subcontractor agrees as follows:

1. Subcontractor agrees that it is using the equipment at its own risk, and uses the equipment as is, without any representations or warranties from Contractor.

2. Subcontractor shall indemnify, defend and hold Contractor harmless from any loss, claim, damage, or other costs, fees and/or expense (including personal injury, property damage or death), which may arise from Subcontractor’s use of Contractor’s equipment, including the use of Contractor’s equipment by Subcontractor’s employees, agents, sub-subcontractors or suppliers or any other party for whom Subcontractor, except where such loss or damage is determined to have been solely and exclusively the fault of Contractor.

3. Subcontractor releases Contractor from all liability relating to Subcontractor’s use of Contractor’s equipment.

4. Subcontractor shall provide only qualified, skilled and trained operators of Contractor’s equipment.

5. Subcontractor shall provide all maintenance, fuel and other items necessary for operation of Contractor’s equipment during Subcontractor’s use of the equipment.

6. Subcontractor shall return the equipment in the same or better condition than the condition of the equipment upon receipt, and Subcontractor shall repair any and all damage to the equipment.

7. Subcontractor shall not permit other subcontractors or other persons to use Contractor’s equipment.

SUBCONTRACTOR: {ToCompany.Name}  CONTRACTOR: Congleton-Hacker Co.

BY: ________________________________  BY: ________________________________

ITS: ________________________________  ITS: ________________________________
SCOPE DOCUMENT AND SPECIAL CONDITIONS
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA
AGC DOCUMENT NO. 606
SUBCONTRACT PERFORMANCE BOND

This document is endorsed by the American Subcontractors Association, Inc.

The Contractor, ________________________________ (the "Contractor") has entered into a Contract with the Owner ________________________________ (the "Owner") dated ________________________________, for ________________________________, (the "Project"); and

The Contractor and the Subcontractor ________________________________, (the "Subcontractor") have entered into a Subcontract Agreement (the "Subcontract") dated ________________________________ for certain portions of the work in connection with the Project consisting generally of: ________________________________________________________________ (the "Subcontract Work").

The Subcontract is incorporated by reference into this Bond.

By virtue of this Performance Bond (the "Bond"), the Subcontractor as Principal and ________________ as Surety ("Surety"), are bound to the Contractor as Obligee in the maximum amount of ________________ Dollars ($__________) (the Bond Sum). The Subcontractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. GENERAL CONDITIONS. It is the condition of this Bond that if the Subcontractor provides all labor, materials, equipment and services necessary or incidental to complete the Subcontract Work in accordance with that which is indicated in the Subcontract, the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of any alteration or extension of time made by the Contractor in the Subcontract. The Contractor may not invoke the provisions of this Bond unless the Contractor has performed its obligations pursuant to the Subcontract. Upon making demand on this Bond, the Contractor shall make the Subcontract Balance (the total amount payable by the Contractor to the Subcontractor pursuant to the Subcontract less amounts properly paid by the Contractor to the Subcontractor) available to the Surety for completion of the Work.

2. SURETY OBLIGATIONS. If the Subcontractor is in default pursuant to the Subcontract and the Contractor has declared the Subcontractor in default in writing, the Surety promptly may remedy the default or shall:

   a. Complete the Subcontract Work, with the consent of the Contractor, through the Subcontractor or otherwise;

   b. Arrange for the completion of the Subcontract Work by a subcontractor acceptable to the Contractor and secured by performance and payment bonds equivalent to those for the Subcontract issued by a qualified surety. The Surety shall make available as the Subcontract Work progresses sufficient funds to pay the cost of completion of the Subcontract Work less the Subcontract Balance up to the Bond Sum; or

   c. Waive its right to complete the Subcontract Work and reimburse the Contractor the amount of its reasonable costs, not to exceed the Bond Sum, to complete the Subcontract Work less the Subcontract Balance.

3. DISPUTE RESOLUTION. Any dispute pursuant to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two years after default of the Subcontractor or Substantial Completion of the Subcontract Work, whichever occurs first. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

This Bond is entered into as of ________________________________

SURETY ________________________________ (seal) SUBCONTRACTOR ________________________________ (seal)

By: ________________________________ By: ________________________________
Print Name: ________________________________ Print Name: ________________________________
Print Title: ________________________________ Print Title: ________________________________
(Attach Power of Attorney)
Witness: ________________________________
(Additional signatures, if any, appear on attached page.)
The Contractor, ___________________________ (the "Contractor") has entered into a Contract with the Owner ___________________________ (the "Owner") dated ___________________________ for ___________________________.

The Contractor and the Subcontractor ___________________________ (the "Subcontractor") have entered into a Subcontract Agreement (the "Subcontract") dated ___________________________ for certain portions of the work in connection with the Project consisting generally of: ___________________________.

The Subcontract is incorporated by reference into this Bond.

By virtue of this Performance Bond (the "Bond"), the Subcontractor as Principal and as Surety ("Surety"), are bound to the Contractor as Obligee in the maximum amount of ___________________________ Dollars ($ ___________________________ ) (the "Bond Sum"). The Subcontractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. GENERAL CONDITIONS. It is the condition of this Bond that if the Subcontractor promptly makes payment for all labor, materials, and equipment furnished for use in the performance of the work required by the Subcontract, the Surety's obligations pursuant to this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect. The Surety waives any requirement to be notified of any alteration or extension of time made by the Contractor in the Subcontract.

2. SURETY OBLIGATIONS. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, may have a right of action on this Bond. The Surety's obligation to the Claimant(s) shall not exceed the Bond Sum.

3. LIMITATION OF ACTION. No suit or action shall be commenced on this Bond by any Claimant:

a. Unless Claimant, other than one having a direct contract with the Subcontractor, shall have given written notice to the Subcontractor, the Contractor and the Surety within ninety (90) days after the Claimant did or performed the last of the work or labor, or furnished the last of the materials for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by any means which provides written third party verification to the Subcontractor, the Contractor and Surety at any place within the United States where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the Project is located.

b. After the expiration of one (1) year from the date on which the Claimant last performed labor or furnished materials or equipment on the Project. If this provision is prohibited by law, the minimum period of limitation available to sureties in the jurisdiction shall be applicable.

c. Other than in any court of competent jurisdiction in the location in which the Project is located.

4. CLAIMANT. A Claimant is defined as an individual or entity having a direct contract with the Subcontractor or having a contract with a subcontractor having a direct contract with the Subcontractor to furnish labor, materials or equipment for use in the performance of the Subcontract.

This Bond is entered into as of ___________________________.

SURETY ________________ (seal) SUBCONTRACTOR ________________ (seal)

By: ___________________________ By: ___________________________
Print Name: ___________________________ Print Name: ___________________________
Print Title: ___________________________ Print Title: ___________________________
(Associate Power of Attorney)
Witness: ___________________________
(Additional signatures, if any, appear on attached page.)
GENERAL INSTRUCTIONS

Standard Form
These instructions are for the information and convenience of the users of AGC 607, 2004 Edition. They are not part of the Agreement nor a commentary on or interpretation of the contract form. It is the intent of the parties to a particular agreement that controls its meaning and not that of the writers and publishers of the standard form. As a standard form, this Agreement has been designed to establish the relationship of the parties in the standard situation. Recognizing that every situation is unique, modifications may be required. See the following recommendations for modifications.

Legal and Surety Counsel
THIS DOCUMENT HAS IMPORTANT LEGAL AND SURETY CONSEQUENCES, AND IT IS NOT INTENDED AS A SUBSTITUTE FOR COMPETENT PROFESSIONAL SERVICES AND ADVISE. CONSULTATION WITH AN ATTORNEY AND A SURETY ADVISOR IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS MAY VARY WITH RESPECT TO THE APPLICABILITY AND/OR ENFORCEABILITY OF SPECIFIC PROVISIONS IN THIS DOCUMENT. AGC SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASERS ASSUME ALL LIABILITY WITH RESPECT TO THE USE OR MODIFICATION OF THIS DOCUMENT, AND AGC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH USE OR MODIFICATION.

COMPLETING THE AGREEMENT

Completing Blanks
Diamonds (•) in the margins indicate provisions requiring the parties to fill in blanks with information.

Modifications
Supplemental conditions, provisions added to the printed agreement, may be adopted by reference. It is always best for supplements to be attached to the agreement. Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be blocked out so that the deleted materials are illegible. The parties should be clearly aware of the material deleted from the standard form. It is a good practice for both parties to sign and date all modifications and supplements.

Photocopying the Completed Document
The purchaser of this copyrighted document may make up to nine (9) photocopies of a completed document, whether signed or unsigned, for distribution to appropriate parties in connection with a specific project. Any other reproduction of this document in any form is strictly prohibited, unless the purchaser has obtained the prior written permission of the Associated General Contractors of America.

OBTAINING ADDITIONAL INFORMATION
To obtain additional information about AGC documents, contact AGC at 333 Carlyle Street, Suite 200, Alexandria, VA 22314; phone 1-800-242-1767 or (703) 548-3116; fax (703) 548-3119, or visit AGC's website at www.agc.org.

SPECIAL INSTRUCTIONS
This document may be completed in the following manner:
• Fill in the legal names of the Contractor (Oblieree) and Owner.
• Fill in the date of the Contract between the Owner and Contractor and the name of the Project.
• Fill in the legal name of the Subcontractor (Principal). Fill in the date of the Subcontract and the description of the work.
• Fill in the company name of the Surety as the "SURETY." Note that the name of the Surety is not the name of the surety agent.
• Provide the amount (the "Bond Sum"), stated in both Arabic numerals and words, for which the Subcontractor and the Surety will be obligated.
• Provide the date of the bond in the space provided after Article 4 and before the signatures.
• Fill in the company name of the Surety after "SURETY." Note that the name of the Surety is not the name of the surety agent. The corporate seal should be affixed. The signature of the person representing the firm should be placed on the line entitled "By." Below the signature line, the person's name who placed their signature on the signature line should be typed or printed in along with their business title. It is most important that the Surety's Power of Attorney be attached. The signature of the witness should be placed on the line entitled "Witness.
• Fill in the company name of the Subcontractor after "SUBCONTRACTOR." The corporate seal should be affixed. The signature of the person representing the firm should be placed on the line entitled "By." Below the signature line, the person's name who placed their signature on the signature line should be typed or printed in along with their business title. The signature of the witness to the signature for the "SUBCONTRACTOR" should be placed on the line entitled "Witness.
• Additional witness signatures, if any, should be included on an attached sheet and this fact should be noted in the space below the line. (Additional signatures, if any, appear on attached page.)
Exhibit “I”

CONTRACT DOCUMENT LIST
# TABLE OF CONTENTS

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

## Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 - DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2 - CONSULTANT</td>
<td>5</td>
</tr>
<tr>
<td>ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 5 - SHOP DRAWINGS</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 6 - LAYING OUT WORK</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 8 - TEMPORARY UTILITIES</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 10 - ROYALTIES AND PATENTS</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 13 - BLASTING</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 15 - HAZARDOUS MATERIALS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 16 - INSPECTION OF WORK</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 17 - SUPERINTENDENT - SUPERVISION</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 18 - CHANGES IN THE WORK</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 20 - CONCEALED CONDITIONS</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 21 - DELAYS AND EXTENSION OF TIME</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT</td>
<td>21</td>
</tr>
<tr>
<td>ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 25 - OWNER'S RIGHT TO STOP WORK</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 26 - TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONSTRUCTION MANAGER</td>
<td>23</td>
</tr>
<tr>
<td>ARTICLE 27 - SUSPENSION OF WORK</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 28 - TIME OF COMPLETION</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 29 - LIQUIDATED DAMAGES</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 31 - AUDITS</td>
<td>29</td>
</tr>
<tr>
<td>ARTICLE 32 - PROGRESS &amp; SCHEDULING</td>
<td>30</td>
</tr>
</tbody>
</table>
ARTICLE 33 - USE OF COMPLETED PORTIONS ................................................................. 31
ARTICLE 34 - INDEMNIFICATION .............................................................................. 31
ARTICLE 35 - INSURANCE ......................................................................................... 31
ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS ........................................... 32
ARTICLE 37 - DAMAGED FACILITIES ..................................................................... 33
ARTICLE 38 - CLAIMS & DISPUTE RESOLUTION ................................................... 33
ARTICLE 39 - CLAIMS FOR DAMAGE ...................................................................... 34
ARTICLE 40 - LIENS ................................................................................................. 34
ARTICLE 41 - ASSIGNMENT .................................................................................... 35
ARTICLE 42 - SEPARATE CONTRACTS ................................................................. 35
ARTICLE 43 - CONSTRUCTION MANAGER/SUB-CONTRACTOR RELATIONSHIP .... 35
ARTICLE 44 - CASH ALLOWANCE .......................................................................... 36
ARTICLE 45 - PROJECT SITE LIMITS ........................................................................ 36
ARTICLE 46 - CLEAN UP .......................................................................................... 36
ARTICLE 47 - POINTS OF REFERENCE ................................................................. 36
ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT ......................... 37
ARTICLE 49 - TEST AND INSPECTION ................................................................... 37
ARTICLE 50 - WARRANTY ......................................................................................... 38
ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/17) 39
ARTICLE 52 - APPRENTICES .................................................................................. 39
ARTICLE 53 - GOVERNING LAW ............................................................................ 39
ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT ....................................... 39
ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS .................. 40
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION BY A
CONSTRUCTION MANAGER AT RISK
University of Kentucky
Capital Construction Division

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

ARTICLE 1 - DEFINITIONS
1.1 Wherever used in these General Conditions or in other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

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

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

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

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

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

1.1.6 CONSTRUCTION MANAGER or CONSTRUCTION MANAGER AT RISK (CM) - The term "Construction Manager" or “Construction Manager at Risk” (CM) means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the construction manager, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Trade Contracts and Purchase Orders for the Project.

1.1.7 CONTRACT - The term “Contract” means the Contract between Owner and Construction Manager and consists of all Contract Documents as defined in Article 1.1.10 of these General Conditions.

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

1.1.9 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the Construction Manager (the "Agreement"); the Request for Proposal; the General Conditions; the Special Conditions; the Construction Manager's Form of Proposal; the Construction Manager's Bonds; the Specifications, Drawings and Addenda for the construction of the Project which are to be used for bidding of the bid pack/Trade Contracts; and any Change Orders issued after execution of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Sub-contractor, or any person or entity other than the Construction Manager. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the Construction Manager or its Sub-contractors and suppliers do not constitute a part of the Contract Documents. Except as otherwise provided, where these Contract Documents obligate the Construction Manager to certain responsibilities or require the Construction Manager to perform certain actions, the Construction Manager may
require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the Construction Manager of its obligation to the University under this contract.–

1.1.10 CONTRACT TIME - The term "Contract Time", unless otherwise provided, means the specified number of consecutive Calendar Days following the stipulated commencement of the Work as stated in the Work Order, plus or minus adjustments as provided for by approved Change Orders, within which the Construction Manager shall complete the Work required by the Contract and shall achieve certification of substantial and final completion.

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

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

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

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

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

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

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

Rev June 2018 4 General Conditions Construction Manager at Risk
remaining Work, the same being solely of a “punch list” nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

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

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

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

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

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

ARTICLE 2 - CONSULTANT

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

2.2 The Consultant will regularly, but no less frequently 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 Construction Manager on all applications for progress payments.

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

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

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

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

2.6 The Consultant will review and approve, or take other appropriate action upon receipt of the Construction Manager's submittals such as Shop Drawings, product data, and samples. The review of submittals will be for general conformance with the design concept of the work, and for compliance with the information provided by the Contract Documents. Such review will not relieve the Construction Manager of
any responsibility for errors or omissions in submittals, and will in no way constitute a waiver of or change to
the requirements of the Contract Documents.

2.6.1 The Consultant’s review and response will be completed with reasonable promptness with a goal of ten
(10) business days or less. The Consultant’s review of a specific item shall not indicate approval of an
assembly of which the item is a component.

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

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

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

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

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

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

ARTICLE 5 - SHOP DRAWINGS

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

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

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the Construction Manager for corrections as may be required. The Construction Manager shall make any corrections required by the Consultant for compliance with the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The
Construction Manager shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions.

5.4 Where a Shop Drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been accepted in writing by the Consultant. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted Shop Drawing and product sample shall be kept in good order by the Construction Manager at the site and shall be made available to the Consultant on request.

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

ARTICLE 6 - LAYING OUT WORK

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

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

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

7.1 Unless otherwise provided in the Contract Documents, the Owner will furnish the Construction Manager free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The Construction Manager shall pay for the cost of duplication of all sets required over and above this amount.
7.2 The cost of additional plans, specifications and official contract documents for use by Sub-contractors for bidding and for construction shall be borne by the Construction Manager or by the Sub-contractors. Arrangements for orders and payment for plans, specifications and other contract documents must be made with Lynn Imaging, Lexington, Kentucky (http://www.ukplanroom.com) or by phone at 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

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

ARTICLE 8 - TEMPORARY UTILITIES

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

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

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

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

9.2 Immediately following the execution of each of the Trade Contracts, the Construction Manager shall determine the source of supply for all materials required under that Trade Contract and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.
9.3 The Construction Manager shall immediately notify the Consultant in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the Construction Manager will not be excused for delays in securing materials specified.

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

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

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

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

ARTICLE 10 - ROYALTIES AND PATENTS

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

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

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

11.2 All branches of Work shown on the plans and specifications shall be executed in strict compliance with all state and federal regulations and codes, with all national codes, and with the requirements of both ADA and JCAHO when applicable.
11.3 The Contractor, on projects disturbing 1 acre or more, including grading, clearing, excavation, or other earth moving process, shall assure full compliance with the requirements of the KYR10 and shall:

11.3.1 File a Notice of Intent (KPDES Form NOI-SW) with the Kentucky Division of Water and copy the Owner prior to the start of any excavation, grading or site development work.

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

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

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

11.3.5 See “Design Guidelines” in the Owners Design Standards 334000S01 Storm Drainage Utilities-Information for Consultants and Contractors.

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

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

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

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

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

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

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

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

12.4 The Construction Manager and Sub-contractors are responsible for the security of their own materials, tools and equipment at the Project site.

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

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

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

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

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

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

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

14.6 Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the Construction Manager.
14.7 Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.

14.8 The Construction Manager shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the Construction Manager or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The Construction Manager shall designate a responsible member of the on-site work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

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

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

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

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

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

15.3 The Construction Manager and Sub-contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site. The Construction Manager and Sub-contractors shall provide the Owner with copies of Material Data Sheets for all such materials to be used.

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

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

ARTICLE 16 - INSPECTION OF WORK

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

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

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

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

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

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

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

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

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

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

ARTICLE 18 - CHANGES IN THE WORK

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

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

18.2.2 By agreement on a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

18.2.3 By an amount agreed upon by the Construction Manager and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. This cost breakdown shall be submitted to the Consultant promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

18.3.1 In computing labor costs, the hourly labor rates shall not exceed a mutually agreeable combined hourly labor rate plus fringe benefits negotiated with the Owner based on a presentation of acceptable documentation by the CM. For the purposes of this Article, the term “fringe benefits” shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the Sub-contractor an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

18.3.2 The CM is entitled to a mark-up for bonds and insurance on all change orders. For change orders coded “End User Requested Changes” or “Other Owner Requested Changes” the CM may add overhead & profit in addition to the bonds and insurance referenced above. The mark-ups shall not exceed the combined percentage for overhead and profit, bonds, and insurance stated in the CM’s “Financial Proposal Summary”. These mark-ups will not be added to the individual change orders but will be reconciled by amendment at the completion of the project and/or on an annual basis for those projects exceeding 12 months in duration.

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

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

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

18.7 The Construction Manager shall not include or allow to be included in the cost of change in the Work any cost or rental of small tools, or any portion of the time of the Construction Manager or the superintendent, or any allowance for the use of capital, or for the cost of insurance or bond premium or any actual or anticipated profit, or job or office overhead. These items are considered as being covered under the added amount for general overhead addressed in Article 18.3
18.8 The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

18.9 Pending final determination of value, partial payments on account of changes in the Work may be made on recommendation of the Consultant. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including all items covered and affected. Any such claim not presented by the Construction Manager for inclusion in the Change Order shall be waived.

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

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

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

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

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

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

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

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

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

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

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

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

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

19.1.10 Unclassified excavation shall be measured in the same manner as earth excavation.

ARTICLE 20 - CONCEALED CONDITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and where additional time is allowed for the completion of the Work or any part of the Work under this Contract, the new time limit fixed by such time extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth in Article 21.10 below.

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

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

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the Construction Manager including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

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

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

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

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

21.4 Except as otherwise provided in the Contract Documents, extensions of the contractually required completion dates may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means daily temperature or precipitation that exceeds the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately defines the number of days in each month on which bad weather can reasonably be anticipated to impact weather dependent construction operations, and the Construction Manager shall anticipate this normal seasonal weather in the development of the Project baseline schedule.
For the purpose of this Contract, “unusually bad weather” shall be interpreted as either 1) those days in a given month on which rainfall was 0.10 inch or more that exceed the number of days shown in the row for “Precip” or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for “Max Temp”, whichever is greater.

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

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

21.4.3 In anticipation of the possibility of delay due to unusually bad weather, the Construction Manager shall identify those activities in the baseline schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by such weather.

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

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

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.
21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the Construction Manager provides justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required completion dates, and 2) the Construction Manager has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.8 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the Construction Manager shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include a partial network diagram showing a sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic (a “fragnet”). This impact analysis and the fragnet shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the critical path and the contractually required completion dates. The Construction Manager will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the Construction Manager and/or the Construction Manager’s contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

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

21.10 Except as provided for in Article 21.10.1 through 21.10.3 below, no payment or compensation shall be made to the Construction Manager and extensions of the time fixed for completion of the Contract shall be the Construction Manager’s sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of the Work.

21.10.1 In addition to the provisions of Articles 18.3 and 18.3.1 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the Construction Manager shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the Construction Manager’s performance of the Contract are in whole or in part within the control of the Owner and, subject to the requirements of Article 21.8 and 21.8.1, extend contractually required completion dates of the Project, the Construction Manager shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

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

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

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

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

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

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

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

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

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

ARTICLE 26 - TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONSTRUCTION MANAGER

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract upon the occurrence of any one or more of the following events:

26.1.1 If the Construction Manager refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the Construction Manager fails to complete the Work within such time;

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

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

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

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

26.1.6 If the Construction Manager disregards the authority of the Consultant or the Owner;

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

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

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

26.3 In the event that the Contract is terminated, the Owner may demand that the Construction Manager's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Construction Manager's Surety not utilize the Construction Manager in performing the Work. Upon the failure or refusal of the Construction Manager's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.
26.3.1 In the event that the Contract is terminated and the Construction Manager's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the Construction Manager from the site. The Owner may take possession of the Work and of all of the Construction Manager's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Construction Manager, without liability to the Construction Manager. At the Owner’s sole discretion, the Owner has the right to take assignment of any or all portions of the contract work in order to prosecute the completion of the Work. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site or for which the Owner has paid the Construction Manager but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Work is finished.

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

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

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

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

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

ARTICLE 27 - SUSPENSION OF WORK

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

ARTICLE 28 - TIME OF COMPLETION

28.1 The Construction Manager shall begin the Work on the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The actual end of the Contract Time shall be the date specified on the approved certificate of Substantial Completion. The time for completion set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.
28.2 Substantial Completion is defined in Article 1.1.17 of these General Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use shall remain for Final Completion. The ability to occupy or utilize shall include regulatory authority approval unless regulatory approval is delayed due to actions of the Owner or the Consultant. When the Owner accepts and occupies a portion of the Project, the operation, maintenance, utilities, and insurance of that portion of the Project becomes the responsibility of the Owner.

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

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

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

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

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

28.4.1 The provisions of Article 30.11 notwithstanding, if the Construction Manager meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to not less than three percent (3%) of the current Contract Amount. In the event the Construction Manager fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount...
deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

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

ARTICLE 29 - LIQUIDATED DAMAGES

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

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

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

ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER

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

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

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

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

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

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

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

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

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

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

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

30.7 Within thirty (30) Calendar Days of the award of any Trade Contracts, and prior to submitting the next application for payment, the Construction Manager shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount including all trade contracts that have been awarded as of the date of that application for payment pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for Construction Manager's applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the Construction Manager.

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

30.8.1 In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:

30.8.1.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

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

30.8.1.3 Failure of the Construction Manager to perform any of its obligations under the Contract, or

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

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

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

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

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the Construction Manager of all required documents and releases, all retained amounts shall be paid to the Construction Manager as part of the Final Payment. By accepting such payment, the Construction Manager certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the Construction Manager, or any vendors or material suppliers, have been paid or will be paid from the proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

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

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

30.10.2 Neither the Owner nor the Consultant shall have any obligation to make payment to any Sub-contractor or material supplier except as may otherwise be required by law.
ARTICLE 31 - AUDITS

31.1 The Construction Manager’s Trade Contractors’, sub-contractors’ and/or vendor’s “records” shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner’s representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner’s representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Construction Manager’s employees, field and agency labor, Trade Contractors and vendors.

31.2 “Records” as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents’ reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner’s judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other Construction Manager or contractor records which may have a bearing on matters of interest to the Owner in connection with the Construction Manager’s dealings with the Owner (all foregoing hereinafter referred to as the “records”) to the extent necessary to adequately permit evaluation and verification of any or all of the following:

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

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

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

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

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

31.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the Construction Manager, its sureties, contractors, subcontractors, vendors and their respective employees and agents.

ARTICLE 32 - PROGRESS & SCHEDULING

32.1 If requested by the Owner during the Design Phase of the Project, and working in cooperation with the Owner and the Consultant(s), the Construction Manager shall prepare a Critical Path Method (CPM) type Design Phase schedule incorporating design phase and review activities through completion of the design and bidding of the Trade Contracts, shall include in this Design Phase schedule the broad categories of Work to be accomplished in the subsequent implementation of the design and construction of the Project, and shall modify and update this Design Phase schedule as necessary to reflect the actual status and then current plan for the Project.

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

32.2.1 Prior to bidding Trade Contracts, the Construction Manager shall prepare and submit to the Owner and the Consultant a preliminary CPM construction schedule for the Work that will be included in the Project bidding documents.

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

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

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

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

32.2.6 The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the Construction Manager.

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

32.4 The Construction Manager shall cause the work to be performed pursuant to the most recent schedules.
ARTICLE 33 - USE OF COMPLETED PORTIONS

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

ARTICLE 34 - INDEMNIFICATION

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

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

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

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

ARTICLE 35 - INSURANCE

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

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

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

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

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

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

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

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

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

35.6 Insurance Agent and Company Insurance as required in the bidding process of the Project shall be written according to applicable state law in Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS: 304.1-.100 and -110.

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

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

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

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

ARTICLE 37 - DAMAGED FACILITIES

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

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

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

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

ARTICLE 38 - CLAIMS & DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE 39 - CLAIMS FOR DAMAGE

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

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

ARTICLE 40 - LIENS

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

40.2 Statements of lien shall be filed with the Fayette County Clerk and any action to enforce the same must be instituted in the Fayette Circuit Court, pursuant to KRS 376.250 (5).
40.3 The lien shall attach only to any unpaid balance due the Construction Manager for the improvement from the time a copy of statement of lien, attested by the Fayette County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

ARTICLE 41 - ASSIGNMENT

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

ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by University personnel, such contracts shall be assignable to the Construction Manager and shall contain the same terms and conditions as the contracts between the Construction Manager and the Sub-contractors. The Construction Manager will be entitled to a maximum of three percent (3%) overhead and profit on the value of such assigned contracts. The Construction Manager shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Consultant may direct.

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

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

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

ARTICLE 43 - CONSTRUCTION MANAGER/SUB-CONTRACTOR RELATIONSHIP

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

43.2 Except as otherwise provided in these Contract Documents, the Construction Manager agrees to bind every Sub-contractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the Construction Manager shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.
43.3 The Construction Manager shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The Construction Manager shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection. The Construction Manager (CM) will not be allowed to self-perform work or bid on any of the proposed work categories unless a subcontractor fails to perform and upon prior approval by the Universities authorized representatives.”

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Sub-contractor or supplier. The Construction Manager is hereby notified that it is the Construction Manager's contractual obligation to settle disputes between Sub-contractors and/or suppliers. Neither the Owner nor the Consultant will settle disputes between the Construction Manager 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 Construction Manager’s contracts with such entities shall indicate otherwise.

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

ARTICLE 44 - CASH ALLOWANCE

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

ARTICLE 45 - PROJECT SITE LIMITS

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

ARTICLE 46 - CLEAN UP

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

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

ARTICLE 47 - POINTS OF REFERENCE

47.1 The Construction Manager shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the Construction Manager shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance.
ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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

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

48.2.1 Substitution of other equipment and materials as “or equal” to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Construction Manager has the burden to prove equality of any substitution requested.

48.3 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words “or equal”, shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

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

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

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

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

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

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

ARTICLE 49 - TEST AND INSPECTION

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

49.2 The Construction Manager shall give the Consultant timely notice of readiness of the Work for all inspections, tests or approvals.
49.3 The technical specifications may indicate specific testing requirements to be performed by the Construction Manager. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the Construction Manager. Testing shall be completed using a testing facility or laboratory approved by the Owner.

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

ARTICLE 50 - WARRANTY

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

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

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

50.4 Should the Construction Manager be required to perform tests that must be delayed due to climate conditions, it is understood that such tests will be accomplished by the Construction Manager at the earliest possible date with provisions of the general warranty beginning upon satisfactory completion of said test. The responsibility of the Construction Manager under this Article will not be abrogated if the Owner should elect to initiate final payment. If the Owner initiates final payment, consent of Construction Manager's surety acknowledging that Work not yet tested is required. The Construction Manager shall warrant that the entire Project will conform to the Contract Documents.
In addition to the foregoing, the Construction Manager shall warrant for a period of one (1) year that all buildings and other improvements constructed as a part of the Work shall be watertight and leak proof at every point and in every area. The Construction Manager shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the Construction Manager’s expense, (a) do any work necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, finishes and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

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

All costs, attorney's fees and expenses incurred by the Owner as a result of the Construction Manager's failure to honor any warranty for the Work shall be paid by or recoverable from the Construction Manager.

ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/17)

ARTICLE 52 - APPRENTICES

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

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

During the performance of the Contract, the Construction Manager agrees as follows:

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

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

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

Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.
ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

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

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

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

55.1.3 The Construction Manager or Sub-contractor employs only family members or relatives;

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

55.2 The Construction Manager and any Sub-contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire minorities from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the Construction Manager or Sub-contractor have collective bargaining agreements be unwilling to provide sufficient minorities to satisfy the agreed upon goals and timetables, the Construction Manager 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 Construction Manager 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 The Construction Manager shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access by the contracting agency and the department to all books and records pertaining to its employment practices and work sites for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the Construction Manager is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a Trade Contract or a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such Construction Manager ineligible to submit proposals on further contracts until such time as the Construction Manager complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, the Construction Manager shall not be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.
### University of Kentucky Law School Renovation

#### Remaining Activities

<table>
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<tr>
<th>Activity Name</th>
<th>Start</th>
<th>Finish</th>
<th>Critical Activity</th>
<th>Remaining Level of Effort</th>
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<th>Baseline Milestone</th>
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<th>Completion</th>
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#### Project Milestones / Interface

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### MATERIAL PROCUREMENT

#### DIV. 05

**EXTERIOR DECORATIVE METAL RAILINGS**

- 05026: Fab/Deliver - Exterior Deco Metal Railings | 20-Jun-19 | 11-Jun-19 | 50 | 10 | 64 |

#### DIV. 06

**METAL WALL PANELS**

- 06026: Fab/Deliver - Metal Wall Panels | 20-Jun-19 | 20-Jun-19 | 40 | 1 | 40 |

#### DIV. 07

**WOOD DOORS**

- 07026: Fab/Deliver - Wood Doors | 20-Jun-19 | 20-Jun-19 | 120 | 1 | 58 |

#### DIV. 08

**CORK FLOORING**

- 08026: Fab/Deliver - Cork Flooring | 20-Jun-19 | 20-Jun-19 | 30 | 1 | 63 |

#### DIV. 09

**RESILIENT TILE FLOORING**

- 09066: Fab/Deliver - Resilient Tile, VCT | 20-Jun-19 | 20-Jun-19 | 30 | 1 | 63 |

#### DIV. 10

**FABRIC WALL SYSTEMS**


#### DIV. 11

**PROJECTION SCREENS**

- 11046: Fab/Deliver - Projection Screens | 20-Jun-19 | 20-Jun-19 | 30 | 1 | 63 |

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### Critical Remaining Work

- Building Permanent Drywall
- Conditioned Air Available
- Systems Commissioning / Buy-in from Agent
- Final Inspections
- Final Inspections
- Final Inspections
- Final Inspections
- Owner Training
- Substantial Completion
- Close Out
- Final Completion

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**UKLAW 01-29-19 UD - Remaining Activities**

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**Critical Remaining Work**

- Substantial Completion
- Owner Training
- Final Completion
### University of Kentucky Law School Renovation

#### UKLAW 01-29-19 UD - Remaining Activities

#### Run Date: 04-Feb-19   Data Date: 29-Jan-19   File Name: UKLAW 01-29-19 UD

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**Notes:**
- Critical Remaining Work indicates tasks that need immediate attention.
- Remaining Work shows tasks that have not been completed.
- Actual Work reflects the status of tasks that have been started.
- Primary Baseline represents the original schedule.
- Baseline Milestone marks significant points in the project timeline.
- Remaining Level of Effort indicates the effort remaining for each task.
### University of Kentucky Law School Renovation

**Remainder Activities**

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<tr>
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**Status**

- Actual Work
- Milestone
- Critical Remaining Work
- Remaining Level of Effort
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N.W. (CL A-L)

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S.E. (CL L-R)

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**Notes:**
- **Security & Access Systems Devices:**
- **Mech/Duct Insulation:**
- **Prime Paint:**
- **Install Lighting in Grid Clg:**
- **Hang & Finish Gypsum Ceiling Materials:**
- **Fire Alarm, Cen & M&W Systems Pull Wire:**
- **Install Ceiling Grid:**
- **Install Electrical Devices & Terminations:**
- **Install Trim & Finish Ceiling:**
- **Install Carpet & Cork Flooring:**
- **Fabric Wall Cover:**
- **Install School Specialty Items:**
- **Pre Punchlist & Cleanup:**
- **Electrical Pull Wire:**
- **Mech/Duct Insulation:**
- **Prime Paint:**
- **Install Lighting in Grid Clg:**
- **Hang & Finish Gypsum Ceiling Materials:**
- **Fire Alarm, Cen & M&W Systems Pull Wire:**
- **Install Ceiling Grid:**
- **Install Electrical Devices & Terminations:**
- **Install Trim & Finish Ceiling:**
- **Install Carpet & Cork Flooring:**
- **Fabric Wall Cover:**
- **Install School Specialty Items:**
- **Pre Punchlist & Cleanup:**

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**Remaining Level of Effort:**
- **Critical Remaining Work:**
- **Primary Baseline:**
- **Academic Milestone:**
- **Remaining Work:**

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**Primary Baseline:**
- **Baseline Milestone:**
- **Milestone:**

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**Milestone:**
- **Primary Baseline:**
- **Baseline Milestone:**
- **Milestone:**

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<td>Install Handrails/Deco Metal Railings - C</td>
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</table>
# UNIVERSITY OF KENTUCKY

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

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>GENERAL INFORMATION</td>
<td>3</td>
</tr>
<tr>
<td>02</td>
<td>PERMITS AND FEES (NOTE: VERIFY THE SQUARE FOOT FEE AND INSERT THE CORRECT DOLLAR VALUE. IF THE LFUGC SEWER TAP FEE HAS BEEN PRE-PAID, MARK THIS SECTION “NOT USED” AND DELETE THE FOLLOWING.)</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>05</td>
<td>GEOTECHNICAL REPORT</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>4</td>
</tr>
<tr>
<td>08</td>
<td>SUBMITTALS AND SHOP DRAWINGS</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>PROGRESS MEETINGS</td>
<td>19</td>
</tr>
<tr>
<td>11</td>
<td>CRITICAL PATH METHOD (CPM) SCHEDULE</td>
<td>20</td>
</tr>
<tr>
<td>12</td>
<td>WALK-THROUGH</td>
<td>23</td>
</tr>
<tr>
<td>13</td>
<td>OWNER’S CONSTRUCTION REPRESENTATIVE</td>
<td>24</td>
</tr>
<tr>
<td>14</td>
<td>FIELD OFFICE</td>
<td>24</td>
</tr>
<tr>
<td>15</td>
<td>TELEPHONE SERVICE</td>
<td>24</td>
</tr>
<tr>
<td>16</td>
<td>CONSTRUCTION FENCE</td>
<td>24</td>
</tr>
<tr>
<td>17</td>
<td>PROJECT SIGN</td>
<td>25</td>
</tr>
<tr>
<td>18</td>
<td>PARKING</td>
<td>26</td>
</tr>
<tr>
<td>19</td>
<td>SANITARY FACILITIES</td>
<td>26</td>
</tr>
<tr>
<td>20</td>
<td>RULES OF MEASUREMENT</td>
<td>26</td>
</tr>
<tr>
<td>21</td>
<td>ALLOWANCES</td>
<td>27</td>
</tr>
<tr>
<td>22</td>
<td>CONSTRUCTION CONTINGENCY FUNDS</td>
<td>27</td>
</tr>
<tr>
<td>23</td>
<td>SEQUENCE OF CONSTRUCTION</td>
<td>28</td>
</tr>
<tr>
<td>24</td>
<td>CRANE &amp; MATERIAL HOIST OPERATIONS</td>
<td>28</td>
</tr>
<tr>
<td>25</td>
<td>UTILITIES</td>
<td>29</td>
</tr>
<tr>
<td>26</td>
<td>CLEANING AND TRASH REMOVAL</td>
<td>30</td>
</tr>
<tr>
<td>27</td>
<td>BLASTING</td>
<td>31</td>
</tr>
<tr>
<td>28</td>
<td>CUTTING AND PATCHING - NEW AND EXISTING WORK</td>
<td>31</td>
</tr>
<tr>
<td>29</td>
<td>UNRELATED PROJECTS</td>
<td>31</td>
</tr>
<tr>
<td>30</td>
<td>OWNER SUPPLIED MATERIALS</td>
<td>31</td>
</tr>
<tr>
<td>31</td>
<td>REMOVED ITEMS</td>
<td>32</td>
</tr>
<tr>
<td>32</td>
<td>INTERIOR ENCLOSURE AND DUST ENCAPSULATION</td>
<td>32</td>
</tr>
<tr>
<td>33</td>
<td>UKIT COMMUNICATIONS AND NETWORK SYSTEMS</td>
<td>33</td>
</tr>
<tr>
<td>34</td>
<td>EMERGENCY VEHICLE ACCESS</td>
<td>33</td>
</tr>
<tr>
<td>35</td>
<td>SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES</td>
<td>33</td>
</tr>
<tr>
<td>36</td>
<td>SURVEYS, RECORDS, and REPORTS</td>
<td>34</td>
</tr>
</tbody>
</table>
ARTICLE 37 SMOKING IS PROHIBITED ................................................................. 34
ARTICLE 38 ALTERNATES .................................................................................. 35
ARTICLE 39 FIELD CONSTRUCTED MOCK UPS ........................................... 35
ARTICLE 40 PROJECT COORDINATION VIA COMPUTER .............................. 36
ARTICLE 41 HOT WORK PERMITS .................................................................. 37
ARTICLE 42 INSURANCE .................................................................................... 38
ARTICLE 43 KEY ACCESS ................................................................................. 38
ARTICLE 44 CEILING CLEARANCE ................................................................... 39
ARTICLE 45 METAL ANCHORS ....................................................................... 39
ARTICLE 46 LOADING Dock ............................................................................. 39
ARTICLE 47 CONSTRUCTION PATH ................................................................. 39
ARTICLE 48 HOSPITAL PROJECT PROCEDURE ........................................... 39
ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL ........................................................................................................ 39
ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY ....... 39
ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION ....................... 40
ARTICLE 52 APPEARANCE .............................................................................. 40
ARTICLE 53 HIPAA (The Health Insurance Portability and Accountably Act) .... 40
ARTICLE 54 SAFETY & FIRE PROCEDURES .................................................. 40
ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) ................................. 40
ARTICLE 56 TREE PROTECTION STANDARDS ............................................. 40
ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE ................. 40
ARTICLE 01 GENERAL INFORMATION

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

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

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

ARTICLE 02 PERMITS AND FEES  (NOTE: VERIFY THE SQUARE FOOT FEE AND INSERT THE CORRECT DOLLAR VALUE. IF THE LFUGC SEWER TAP FEE HAS BEEN PRE-PAID, MARK THIS SECTION “NOT USED” AND DELETE THE FOLLOWING.)

The Lexington Fayette Urban County Government (LFUCG) Sewer Tap Fee shall be secured and paid for by the Construction manager. The sewer tap fee is for all projects, regardless of type, is presently calculated by the LFUCG and is based on $____ (INSERT AMOUNT) per square foot.

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean Sherman-Carter-Barnhart Architects, PLLC, Lexington, KY or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

5.1 The Sub-Surface Geotechnical Report was prepared by S&ME, Inc. The report is for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the Construction Manager's information but do not represent a warranty of subsurface conditions. Neither the Owner nor the Consultant will be responsible for interpretations or conclusions drawn from this report by the Construction Manager. This data is made available solely for the convenience of the Construction Manager.

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion (as further defined in Article 1 of the General Conditions) for each phase of Work shall be June 29th, 2019 as stipulated below
and as specified in the Work Order letter, and Final Completion for each phase shall be 30 days thereafter.

Phase 1: Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start). Number of calendar days allowed or actual date of desired Substantial Completion.

Phase II: Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start). Number of calendar days allowed or actual date of desired Substantial Completion.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of $ Two Thousand Eighty Seven Dollars ($2,087.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of $ One Thousand Two Hundred Fifty One Dollars ($1,251.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMITTALS - GENERAL

8.1.1 The Construction Manager shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports and samples as a separate item in UK E-Communication®. Projects not utilizing UK E-Communication® must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.

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

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

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

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

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

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

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

8.2.3 Review Stamp designations shall be as follows:

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

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

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the Construction Manager shall be deemed to be making the following representations:
8.3.1.1 The Construction Manager understands and agrees that he shall bear full responsibility for the products furnished. The Construction Manager expressly warrants that products described in the attached submittal will be usable and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.2 The Construction Manager understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

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

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

8.5 Shop Drawings

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

8.5.2 The Construction Manager shall submit Shop Drawings required for the Work and the Consultant will review and take appropriate action. The review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.
8.5.3 The Construction Manager shall make any corrections required by the Consultant for compliance to the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Construction Manager shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions. The Construction Manager's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the Construction Manager has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar date, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

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

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

8.5.6 All submittals are to be submitted electronically by the contractor. Shop Drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in UK E-Communication® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

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

8.6 SUBMISSIONS - SAMPLES

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

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.
8.6.3 A minimum of two (2) samples are required to be submitted to the Consultant for review and approval and will be distributed as follows:

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

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

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

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

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

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

   8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to UK E-Communication®;
8.7.2.4 Copies of each system's air balancing record and each system's hydronic balancing record (1) physical copy and (1) digital copy in eCommunication;

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

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

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

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

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

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

8.7.2.12 Included in the front of the "Operation and Maintenance Manual" shall be a copy of the Interior and Exterior Finish plan and Schedule listing all finish materials, the manufacturer, the finish color, and the manufacturer's paint number.
8.7.2.13 Photograph album containing photos and negatives or digital images (.pdf format) showing buried utilities and concealed items shall be included.

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The Construction Manager shall submit one (1) electronic copy of As - Built set of drawings in PDF format indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the Construction Manager as well as all Sub-contractors. The Construction Manager shall provide a qualified representative to update the As - Built set of drawings as construction progresses. As-Builts submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed.

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

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

8.9 SUBMISSIONS - SAP EQUIPMENT LIST

8.9.1 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 (MCPD or CPPD will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

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

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

8.9.4 Required frequency of maintenance for the work tasks outlined in 8.9.3 above and included in the Attachment C spreadsheet
8.9.5 Listing of maintenance parts and items: i.e. filters, lubricants, etc. for each work task listed in 8.9.3 above.

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

8.10.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the CM At Risk.
## ARTICLE 8.9 Attachment A – Uniformat Component List

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<thead>
<tr>
<th>SAP Object Type No.</th>
<th>Component Name</th>
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<tbody>
<tr>
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<td>Access Control Panel</td>
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<td>D3050.0110</td>
<td>Air Conditioning Comp Rm Unit</td>
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<td>D3030.0610</td>
<td>Air Conditioning Compressor</td>
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### ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

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ARTICLE 8.7.3 Attachment C - Example Preventative Maintenance Procedures

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</table>

The blue highlighted column will be filled in by MCPPD or CPPD.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

9.2 The University will provide TWO (2) sets of the ‘Official Contract Documents’ book to the successful Construction Manager. One set is to be for his office and the other set is for the jobsite.

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

ARTICLE 10 PROGRESS MEETINGS

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

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

(1) The Owner's Project Manager
(2) The Consultant.
(3) Construction Manager.
(4) Subcontractors.
(5) Others requested to attend (as deemed necessary by CPMD).
(6) Physical Plant Division Representative

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

ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE

11.1 Construction Manager shall prepare Critical Path Method (CPM) type schedules in accordance with General Conditions Article 32 with separate divisions for each major portion of the Work or operation. The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted using earlier versions of Primavera scheduling software (Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions. All schedule submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format.

11.1.1 CPM schedules shall be based on generally accepted good practices for the development of construction schedules including limited use of long activity durations, long total float values or relationships based on leads or lags. Schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity. The schedules shall provide information for all elements of the Work in sufficient detail to accurately demonstrate the relative importance of each activity to the successful completion of the Project including but not necessarily limited to the following.

a) Activities to be performed by the University or the Design Team.
b) Activities describing time sensitive submittals and submittal processing.
c) Activities describing fabrication and delivery of key materials or equipment.
d) Activities to identify equipment start-up and testing, system commissioning, and Owner training.
e) Activities to identify Owner Furnished /Contractor Installed and Owner Furnished / Owner Installed material or equipment.
f) Activities to denote all required inspections by the Owner or Design Team, and inspections by state or local agencies including receipt of necessary Certificate(s) of Occupancy.

g) Activities to identify all dates and durations for major utility outages requiring coordination with the Owner and the Owner’s operations.

h) Activities to identify all contractually mandated constraints. Non-contractual constraints shall not be included in the Initial or Final Baseline schedules without explanation. Non-contractual constraints are for the convenience of the Construction Manager, shall not be a basis for delay claims, and may be temporarily removed by the University when schedules and updates are reviewed.

i) Software coding of each activity to identify the applicable Phase; area and/or sub area where the work occurs; the trade subcontractor or party responsible for completion of the activity; whether the activity is a design activity, a bidding or procurement activity, a submittal activity, or a construction activity; and whether the activity is potentially weather dependent.

j) The University may, at its sole discretion, also require that each activity be coded to indicate the section of the Technical Specifications that applies to the work.

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

11.2 An Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after award of the first bid Package or trade contract, and shall include detailed information regarding Work to be performed during the first ninety (90) days of the Project as well as milestone dates based on hammock or Level of Effort type activities that identify all major elements of the remainder of the Work. Any necessary revisions to the Initial Baseline Schedule shall be completed prior to submittal of the Final Baseline Schedule.

11.3 The Final Critical Path Baseline Schedule shall be submitted to the Consultant and to the Owner within seventy five (75) calendar days after award of the first bid Package or trade contract, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall be a complete and comprehensive description of the Construction Manager’s plan to complete the Work in accordance with the Contract, shall include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.
11.3.1 If the Project is to be constructed in multiple phases or using multiple Bid Packages, the date for the start of work on each phase of the Project shall be the date on which the University approves the award of the first Trade Contract for work in that phase or Bid Package.

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

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

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

11.4 The Consultant will review schedules only for compliance with the intent of the Contract Documents. Such review shall not relieve the Construction Manager of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the Contract requirements. The Construction Manager shall be solely responsible for the means and methods to be employed to assure constructions proceeds in accordance with the submitted schedule and for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships to assure that the CPM schedule is an accurate and comprehensive description of the plan for the Work.

11.5 Up-dated progress schedules shall be submitted to the Consultant and to the Owner concurrently with each Application for Payment to indicate progress on each remaining activity as of the last working day prior to the date of the submittal and the projected completion date of each activity. Updated CPM schedules shall show the accumulated percentage of completion of each activity, and total percentage of Work completed, as of the data date of the update. Each submittal of an update to the schedule shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays and impact on the schedule, and shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication®’s Schedules Item Log.

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

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

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

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

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

11.11 Float available in the schedule at any time shall not be considered for the exclusive use of either party to the contract, but will be a resource available to both the Owner and the Construction Manager. No time extensions will be granted for a delay unless the delay impacts the Project critical path as shown in the updated Project schedule most recently submitted to the Owner prior to the event, consumes all available float or contingency time, and extends the Work beyond the then current Contract completion date(s).

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the Construction Manager is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Construction Manager to schedule the walk-through with the Owner’s Project Manager, the Consultant, and other interested parties.

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

12.3 The walk-through shall be attended by Owner’s Project Manager, a Representative of the user of the facility, the Construction Manager and the Consultant.

12.4 Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Construction Manager and one (1) copy of such photographs are to be given to Consultant. (Digital photos in a .jpg format are acceptable if submitted on digital media storage) All parties attending the walk-through agree on the list of damages.
ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE

13.1 The Owner may have full time personnel or representatives on this job. If so, the Construction Manager is to provide, at no additional cost to the Owner, an office for the duration of the Project specifically for the use of Owner personnel.

13.2 RESIDENT INSPECTOR will not be provided on this job.

ARTICLE 14 FIELD OFFICE

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

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

ARTICLE 15 TELEPHONE SERVICE

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

ARTICLE 16 CONSTRUCTION FENCE

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

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence, but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. Construction Manager shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5 foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.
16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, plot line, or public right-of-way shall be a minimum of 6 feet in height unless International Building Code requirements are more restrictive due to the height of the structure and setback.

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

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

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

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

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

**ARTICLE 17 PROJECT SIGN**

17.1 The Construction Manager shall furnish, install and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and Construction Manager. (Note: No Project Sign will be allowed on renovation jobs where all of the renovation is taking place on the
interior of the building and storage has not been allowed on the grounds surrounding the site.)

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

ARTICLE 18 PARKING

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

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

ARTICLE 19 SANITARY FACILITIES

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

ARTICLE 20 RULES OF MEASUREMENT

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

20.2 The Construction Manager shall pay for and coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including
relocation of utility poles, installation of new 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 Construction Manager shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on “allowances” shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner. No allowances shall have been included in the calculation of the Construction Manager’s fixed fee quotation in par. 8.0 of the RFP.

21.2 Costs based on allowances may be included in Subcontract bid packages only with the prior written approval of the Owner, and only for objectively quantifiable material items.

21.3 Any allowance amounts included in a Subcontract bid package, but not expended for the approved task during the course of the work of that Subcontract, shall be deducted from the Construction Manager’s contract by Change Order. Any additional amounts necessary to pay for additional cost of an allowance in a Subcontract bid package shall be funded from the Construction Contingency Fund.

ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS

22.1 The Owner shall include an amount in the Project construction budget not to exceed one percent (1%) of the total cost of the construction, including the Construction Manager’s fixed fee, as a Construction Contingency Fund. The following are general / typical categories of changes to the Work that may, with the Owner’s prior written specific approval, be funded from this source:

22.1.1 Reasonable errors & omissions in the Construction Manager’s bidding and scoping processes;

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

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

22.1.4 Amounts necessary to fund cost overruns in approved allowance items within Subcontract bid packages, as described in Article 21.3, above.
ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 Construction Manager shall carefully sequence and coordinate all work so as to minimize disruption to the spaces that will be occupied during each phase of construction work.

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

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

23.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The Construction Manager shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The Construction Manager is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Project Manager.

23.4 The Construction Manager shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. Construction Manager shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

23.5 Special effort shall be made by the Construction Manager to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS

24.1 Construction Manager shall provide appropriate barriers around crane and material hoist to protect pedestrian and vehicular traffic around operating area. When crane is operating or moving, flag men provided by Construction Manager shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Construction Manager's flag men shall coordinate these activities with the appropriate security personnel.

24.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours. Construction Manager shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).
24.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Consultant.

ARTICLE 25 UTILITIES

25.1 When the various building systems are energized and connected to Owner's utility systems, but prior to turnover to and occupancy by the Owner, the Construction Manager is responsible to reimburse the Owner for Owner furnished utilities. These utilities include but not limited to steam, chilled water, domestic water, and electricity, provided by the Owner up to the date of Substantial Completion. Reimbursement will be payable monthly via a deductive change order to the contract. Unit costs for campus are as follows:

25.1.1 Steam is $15.00/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

25.1.2 Chilled Water is $11.00/million BTU (1000 lb.) measured through the building BTU meter.

25.1.3 Electricity is $0.08/KWH measured through the building electric meter.

25.1.4 Water is supplied by Kentucky American Water Company (KAWC). Construction Manager shall pay KAWC directly until the Owner's beneficial occupancy date. The Construction Manager shall pay KAWC directly for fire service.

25.1.5 Construction Manager shall furnish gas meter and Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date.

25.1.6 Construction Manager shall obtain from and pay UKIT Communications and Network Systems for the use of telephone services.

25.2 UTILITY OUTAGES

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

25.2.1.1 ENTIRE BUILDING OUTAGE. The Owner's Project Manager is the Construction Manager’s contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be three weeks written notice. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage, and a statement of whether or not the
materials are on hand to complete the Work. If a specific time is desired for the outage it should be included. The Owner's Project Manager will 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.

25.2.1.2 SECTION OF A BUILDING OUTAGE. The Owner's Project Manager is the Construction Manager’s contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of a section of a building shall be a written request one week prior to outage. The written request shall include the type of utility to be interrupted, when the outage is desired, reason for outage, length of outage, and what will be affected by the outage. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

ARTICLE 26 CLEANING AND TRASH REMOVAL

26.1 The Construction Manager shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

26.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times. Trim weeds and grass within the site area.

26.3 Upon completion of the Work, Construction Manager shall thoroughly clean and re-sod grass areas damaged to match existing areas.

26.4 The Construction Manager shall be responsible for removal from the site of all liquid waste or other waste (i.e., hazardous, toxic, etc.) that requires special handling on a daily basis.

26.5 Dumpsters will be provided and maintained by the Construction Manager.

26.6 During Work at the Project site, the Construction Manager shall clean and protect Work in progress and adjoining Work on a continuing basis. Construction Manager shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration until the time of Substantial Completion. Construction Manager shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.
26.7 The Construction Manager shall be responsible for daily cleaning of spillage's and debris resulting from his and his Subcontractor's operations, (includes removal of dust and debris from wall cavities), and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all floors no less than once a week. The Construction Manager shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of the Owner’s waste and trash receptacles is strictly prohibited, except as otherwise provided by the Project specifications.

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

ARTICLE 27 BLASTING

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

ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS
30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. The following is the list of material that has been pre-ordered:

1. **To be determined during design process**

**ARTICLE 31 REMOVED ITEMS**

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

1. **To Be Determined**

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

31.3 Materials to be turned over to the Owner by the Construction Manager shall be delivered to a warehouse within a five (5) mile radius of the Project site.

**ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION**

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

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

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

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

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

32.6 Construction Manager shall provide additional devices and materials as required to contain dust within Work area and protect personnel during course of Work.
32.7 Areas of minor renovation, consisting of the removal of doors and frames, blocking of openings, and other limited Work shall be separated by a dust partition of fire retarded polyethylene on studs.

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

32.9 The Construction Manager may assume existing walls which extend full height of floor shall be deemed appropriate to contain air borne dust. Cover any voids or penetrations.

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

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

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

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

ARTICLE 33 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

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

ARTICLE 34 EMERGENCY VEHICLE ACCESS

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

ARTICLE 35 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES
35.1 Construction Manager shall protect all smoke detectors in Work areas to prevent false alarms. The Construction Manager will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The Construction Manager must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the Construction Manager. As soon as all Work is completed notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Construction Manager, all protected smoke detectors will be uncovered and tested.

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

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

36.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Construction Manager will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The Construction Manager shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. Construction Manager shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

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

ARTICLE 37 SMOKING IS PROHIBITED

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

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

37.3 Construction Manager's employees violating this prohibition will be subject to dismissal from the Project.

37.4 For the full Administrative Regulation see University AR 6:5. http://www.uky.edu/Regs/files/ar/ar6-5.pdf

ARTICLE 38 ALTERNATES

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

38.2 Schedule of Alternates:

1. Additional Seatwall at the Law Building
2. Marble Capped and Engraved Seatwalls

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS

39.1 Exterior Finishes

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

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

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

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

Each type of exposed Work.

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

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

39.2 Interior Finishes

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

39.2.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work. Mock-ups may be on newly installed wall surfaces.

39.2.3 Locate mock-ups with adequate illumination for observation under intended light levels.

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

ARTICLE 40 PROJECT COORDINATION VIA COMPUTER

40.1 The Construction Manager and Subcontractors are required to have an active email account to facilitate coordination of the project during construction and warranty.

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

40.2.1 Owner shall provide the Construction Manager and Subcontractors with user accounts and appropriate training for the web-based project management tool.

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

40.2.3 Participation of Construction Manager is mandatory; others as determined by Owner. Participation of Subcontractors and/or Trade Contractors is not mandatory but will be offered at their discretion.

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

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

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

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

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

40.2.9 The Construction Manager and Consultant shall submit complete close-out and submittal logs in E-Communication, or WPMS, including description of all deliverables to be submitted by the construction manager or trade contractors during Phase 3, Construction Documents Phase.

ARTICLE 41 HOT WORK PERMITS

41.1 All work involving open flames or producing heat and or sparks in occupied buildings on the University of Kentucky campus will require the Construction Manager to obtain approval to perform “Hot Work” on site. This includes, but is not limited to:
Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cad welding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the Construction Manager’s use.

**ARTICLE 42 INSURANCE**

**NOTE: CONSULTANT TO VERIFY COVERAGES WITH THE OWNER’S PROJECT MANAGER.**

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

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

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

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

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of $100,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

42.2.4 Workers’ Compensation- Statutory Requirements (Kentucky)

**ARTICLE 43 KEY ACCESS**

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

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

ARTICLE 44 CEILING CLEARANCE

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

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

ARTICLE 45 METAL ANCHORS

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

ARTICLE 46 LOADING DOCK

NOT USED

ARTICLE 47 CONSTRUCTION PATH

NOT USED

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

NOT USED

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

NOT USED

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

NOT USED
ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION
NOT USED

ARTICLE 52 APPEARANCE
NOT USED

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

ARTICLE 54 SAFETY & FIRE PROCEDURES
NOT USED

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)
NOT USED

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE

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

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General Special Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 GENERAL REQUIREMENTS

A. Contract and Bid

1. These General Requirements form a part of each Work Category work description, and they apply to each bidder’s scope of work.

2. It is understood that the use of the terms Bidder, Contractor, Prime Contractor, Trade Contractor and Subcontractor within this description shall refer to the same entity, and it is the entity that enters into a contract with the Construction Manager (CM) as a successful Work Category Bidder.

3. If conflicts regarding the assignment of work exist between the drawing notes and/or other specification sections and this Work Category Description, this Work Category Description shall take precedence.

4. The Bidder, having become thoroughly familiar with the requirements, conditions and intent of the Contract Documents, and with all conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform and work within the time stated and in strict accordance with the Contract Documents, without claims for additional time or compensation.

5. Each subcontractor is responsible for knowing what Work has been assigned to any preceding or succeeding separate Contracts, as well as to other subcontracts within this Bid Package. No additional reimbursement or extensions of time will be allowed a subcontractor due to its lack of knowledge or understanding of the Work assigned to its subcontract or to any separate subcontract which may affect its Work. If applicable, documents for other Bid Packages are available for review in the CM’s site office.

6. Except as may be specifically noted to the contrary in the Contract Documents, each subcontractor shall provide or cause to be provided, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, temporary utilities, transportation, testing, and all other facilities and services necessary for proper execution and completion of the Work of its Subcontract, whether temporary or permanent.

7. The Bidder’s Lump Sum proposal INCLUDES all applicable sales and/or use taxes.

8. The Bidder agrees that upon written notice of the acceptance of its bid, the Bidder will arrange to meet with the CM within five (5) business days to review its bid and to execute the Subcontract. Executed Performance and Payment Bonds, if required, and all appropriate Insurance Certificates shall be delivered to the CM at the time of execution of the Subcontract. Failure to execute the Subcontract within ten (10) working days after receipt of the Subcontract may be considered a default under the obligation of the Bid Bond.

9. The Bidder shall include all costs for permits, fees, bonds, tap-in fees, assessments and inspections.
10. Trade contractors will be limited to **10% total mark-up** on all extra work proposals.

B. Scheduling

1. Each subcontractor shall include any premium time required to meet the project schedule, as well as for any work which impacts Owner operations (i.e. utility tie-ins, shutdowns, or blocking deliveries).

2. Subcontractors will be provided the durations as shown on the project schedule for completion of each particular work item, however, sequencing and timing for each work item may be adjusted as needed by the CM.

3. The CM will issue a 4-6 week lookahead schedule at each weekly progress meeting (which all subcontractors are required to attend). All subcontractors will then review that lookahead, and provide a written three week lookahead schedule to the CM, indicating all activities that they will be doing for the next three weeks, and the labor required for each activity.

4. Durations shown on the project schedule are intended to include time for commissioning. Subcontractors will need to complete work to allow commissioning to occur within the timeframe allotted for each activity.

5. In the event that the work by this subcontractor falls behind the accepted schedule, the CM shall issue a notice in writing that the subcontractor is behind. If, within 3 days the subcontractor has not provided sufficient labor and/or materials to get back on schedule, the CM reserves the right to have this work completed by others at the subcontractor's expense.

C. Supervision

1. Each subcontractor shall provide a full-time Superintendent, on site, throughout the duration of their scope of work. This Superintendent shall be authorized to make all decisions relative to the work on site, shall attend daily foreman check-in meetings and shall be the primary contact for all correspondence. Any change of superintendent shall be pre-approved by the Construction Manager.

2. The Construction Manager reserves the right to have the subcontractor's superintendent or project manager replaced for any reason.

D. Administration

1. Each subcontractor is required to submit documents in PDF format if 11” X 17” or smaller and not bound. Any documents or drawings larger than 11” X 17” will require one PDF copy and one hard copy. If samples are required four (4) physical samples will be submitted at the time of review. All submittals shall be prepared and submitted in accordance with the submittal requirements outlined in the General and Special Conditions. One electronic copy of the submittals will be returned to the Subcontractor.

2. All Operation and Maintenance (O&M) specified in the documents to be provided shall be submitted to the CM on or before the expiration of 75% of the contract performance time.

3. Record drawings shall be updated on a weekly basis at the Construction Manager's jobsite office.

4. Each subcontractor shall have the capability of utilizing “Ecommunication”. This is an Internet based project collaboration and management software. This will include any training necessary to use Ecommunication.
5. Drawings and revisions will be distributed electronically. The Subcontractor shall provide its superintendent with access to an Ipad or other portable tablet device for access to internet based software from the jobsite.

6. Each subcontractor shall have an active e-mail account for the receipt of CM correspondence to the subcontractor.

7. Subcontractor Superintendents shall attend a daily 30 minute planning meeting every morning prior to beginning work.

8. Subcontractor Superintendents shall attend a weekly jobsite progress meeting.

9. Every Friday, each subcontractor will be required to submit to the CM Superintendent, a three week lookahead planning schedule. This form will be provided by the CM.

10. All construction contracting companies doing work in Fayette County must obtain a Contractor Registration Certificate as well as a Business License. CM may request proof that subcontractor holds a current certificate and license prior to payment.

11. All subcontractors are required to meet the University of Kentucky’s Design Standards for all work items. These standards are available for review on the UK website.

12. Any work done by field ticket shall be reviewed with, and signed by Congleton-Hacker Company’s Superintendent within 24 hours, and pricing submitted within 30 days. Failure to follow either of these requirements shall void any monies due to the subcontractor for the added work.

E. Safety

1. Provide and maintain an effective safety program and conform to all Federal and Local safety codes.

2. All employees of all contractors, subcontractors or other entities who require access to the site are required to attend a pre-construction safety orientation meeting prior to starting work on site.

3. Hard hats, work boots, and long pants shall be worn by all employees at all times while on site.

4. All equipment operators and truck drivers on the site are required to wear hard hats, work boots, and long pants at all times, including in the cab while running equipment.

5. Any barricade or safety device removed by a subcontractor’s employees in order to perform the work shall be immediately re-erected as soon as that work activity is complete. Temporary barricades and/or a controlled access zone must be established while the barricade is down. If the subcontractor fails to comply with this requirement, the CM or designee will cause the necessary work to be completed, and all associated costs will be deducted from costs due the subcontractor.

6. If any personnel are required to leave the site due to safety violations, it will be the responsibility of the subcontractor to provide additional manpower or work premium time to make up any lost time due to the safety violation.
F. Site Utilization

1. Each subcontractor shall confine its operations to the defined site limits and/or approved site lay down and storage areas. Any work activities that require work outside of the site limits shall be coordinated in advance with the Construction Manager.

2. Each subcontractor is responsible for its own hoisting, unloading, storage and subsequent moving of materials as required to complete its work. On-site storage locations of all materials, equipment, and operations must be coordinated with, and approved by, the Construction Manager in advance. Staging areas will be designated to each subcontractor. Any materials, equipment, or operations found to be outside approved staging areas are subject to relocation by the Subcontractor at the Construction Manager’s discretion.

3. All costs associated with material delivery in small quantities, relocation of materials that impede work progress, and off site material storage and handling shall be included in the bid.

4. Each subcontractor is responsible for receiving all deliveries, providing an employee for pedestrian control for trucks entering/exiting the site from Limestone, unloading, hoisting, and transporting to staging areas approved by the Construction Manager.

5. Each subcontractor shall provide temporary protection as required against rain, wind, storms and theft. Damages to existing facilities due to the Subcontractor’s failure to provide temporary protection as required will be corrected at the Subcontractor’s expense.

6. Fuel storage on-site is restricted and fueling procedures must comply with applicable regulations and receive the CM’s approval.

7. Where new work connects with existing, provide all necessary cutting and fitting required to make a satisfactory connection with the work in a finished and workmanlike condition. Furnish all labor and material necessary, whether or not shown or specified. All measurements must be verified.

8. Each subcontractor shall be responsible for the proper protection of adjacent structures, public right-of-ways and emergency egresses while performing its scope of work.

9. Each subcontractor shall be responsible for the protection of its own materials, tools, equipment, and finished work until substantial completion is granted. Damage to stored or finished work and/or theft of any materials, tools or equipment prior to substantial completion shall be repaired or replaced at the Subcontractor’s expense.

10. Each subcontractor shall be responsible for daily cleanup of their materials and trash.

11. Each subcontractor is responsible for maintaining drainage and grades of the site, affected by their work, during and after their work.

12. Each subcontractor shall be responsible for furnishing, installing, maintaining, and removing weather protection required for their work.

13. Each subcontractor shall be responsible for cleaning their tires, and the tires of any of their delivery trucks prior to leaving the site.

14. Tobacco use on the site is prohibited.

15. Failure to clean up the site daily will result in the performance of this activity by the CM or a designated Trade Contractor at a unit rate of $75.00 per hour and associated costs shall be back charged to the appropriate Trade Contractor. Cleanliness during construction is of utmost importance.
16. Temporary electric prior to establishing temporary electric inside the building shall be provided by each trade contractor for their own work.

17. Parking for employees is not permitted on the site. To date the owner has no available parking in their permit lots; therefore, employees should expect to park in public spaces along public streets. Trade contractors can certainly arrange shuttles for the employees to and from the project site.

18. Field offices will not be permitted in the staging area.

G. Coordination

1. Each trade contractor shall be responsible for coordinating with and scheduling the Owner’s testing agency and the Owner’s commissioning agent for testing & start-up activities, and shall notify the CM when these activities are scheduled.

2. Beginning work shall be deemed acceptance of the existing or preceding conditions.

3. Normal working hours will be from 7:00 A.M. to 3:30 P.M., Monday through Friday, unless the Construction Manager approves alternate arrangements and is compensated for these hours at a rate of $100/hour. Off-hours work must be scheduled in advance with the CM. This does not alleviate the Trade Contractor’s responsibility to work overtime as required to maintain the schedule. Delays due to normal weather conditions are to be taken into consideration and anticipated when bidding this project. Saturdays are considered workdays as required to make up any weekdays lost due to weather.

4. Unless specifically indicated otherwise, each Trade Contractor is responsible for all detailed layout and grade from established benchmark and control lines.

5. Temporary electric will be provided for finish work only. Temporary electric will not be provided for all exterior and structural work, nor will it be provided for anything over 110V.

6. The Trade Contractor shall provide and continually maintain OSHA compliant guardrails around the top of all open excavations, including shored excavations, with the required number and spacing of ladders for accessing the excavation.

7. Each Trade Contractor shall provide any and all information pertinent to their work required by other trade contractors to properly coordinate their work, and will be responsible for requesting the same as needed from other trade contractors.

8. All work required for mock-ups as specified shall be included in all trade bid packages.

H. LEED Requirements

1. All bidders will comply with Section 013520 LEED Requirements and will be expected to understand and produce the requirements of LEED including all required tracking and documentation. Release of the monthly pay applications will be contingent upon the submission of the relevant LEED documentation.

2. Prior to awarding the contract each contractor will need to provide the total cost of all materials used on the project. This will not pertain to plumbing, mechanical or electrical equipment. This information is required in order to determine the percentage of LEED compliant material.
3. Separate dumpsters will be provided on site per LEED. Each subcontractor shall be responsible for disposing debris in the appropriate dumpster. Any subcontractor putting debris in the wrong dumpster will have to remove it, or pay the dump fees for that dumpster.

4. Each subcontractor will be responsible for providing VOC data on any adhesives, sealants, flooring, paints, and wood or agrifiber products.

5. Provide a list of proposed materials that will be regionally extracted, harvested, or recovered and regionally manufactured (within a 500 mile radius). This list will be required to be submitted no later than 30 (thirty) days prior to the start of that particular trades scope of work. You will need to identify each materials source and cost. You will also need to indicate Post-consumer recycled content and Pre-consumer recycled content, if applicable.

6. Submit a list of proposed materials with recycled content no later than 30 (thirty) days prior to the start of that particular trades scope of work. You will need to indicate Cost, Post-consumer recycled content, and Pre-consumer recycled content for each applicable product.

7. All woods used on the project must be Certified Wood in compliance with LEED MR Credit 7.
UNIVERSITY OF KENTUCKY – College of Law Expansion and Renovation
UK Project No. 2444.0

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION
FORM OF PROPOSAL
College of Law Expansion and Renovation

Trade Contract 01D – Final Cleaning

Project No. 2444.0
Purchasing Officer: Mike Mudd

NOTE: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. If this copy is lost, an additional copy will be furnished upon written request to the authority issuing Contract Documents.

This Proposal is submitted by: ____________________________
(NAME AND ADDRESS OF BIDDER)
Date: ____________________________
Telephone: ____________________________

TO: BID CLERK
UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION
PROCUREMENT
RM. 322 SERVICE BUILDING
411 SOUTH LIMESTONE
LEXINGTON, KY 40506-0005

INVITATION TO BID: CCK-2398-19
BID OPENING DATES: April 10, 2019
TRADE CONTRACT DESCRIPTION: Final Cleaning
TRADE CONTRACT NO.: 01D
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 ___________

(Insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)

Work Category – 01D
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-2398-19 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 ____________________________ PHONE (_____) ______________________
________________________________________________ FAX (_____) __________________
CITY __________________ STATE __________ ZIP CODE __________________
DATE ________________________________

Work Category – 01D
Contractor Report of Prior Violations of
Chapters 136, 139, 141, 337, 338, 341, and 342

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, in compliance with the Invitation to Bid CCK-2398-19 having examined the drawings, specifications, related documents and having visited the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby submits the following bid to furnish all labor, materials, and supplies and to construct the project in accordance with the Bid Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

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.

Bidder hereby agrees that all escalation cost associated with materials and/or labor have been included in the stated unit cost, through the projected duration dates as stated in the preliminary project construction schedule.

FOR THE LUMP SUM OF ____________________________________________________________

_________________________________ DOLLARS AND ___________________________ CENTS.

_________________________________ (USE WORDS)  ___________________________________ (USE WORDS)

($_______________________)

(USE FIGURES)
BUSINESS CLASSIFICATION

Please complete this form which is necessary for the University of Kentucky vendor database. Mark only one classification. Refer to "Definitions" for assistance in determining correct classification.

(01) ___ Small Business  (06) ___ Woman-Owned Large Business

(02) ___ Large Business  (07) ___ Disadvantaged Woman-Owned Small Business

(03) ___ Disadvantaged Small Business  (08) ___ Disadvantaged Woman-Owned Large Business

(04) ___ Disadvantaged Large Business  (09) ___ Other

(05) ___ Woman-Owned Small Business

DEFINITIONS

(01) SMALL BUSINESS: A business concern that is organized for profit, is independently owned and operated, is not dominant in the field of operations in which it is bidding, and meets the size standards as prescribed in the Code of Federal Regulations, Title 13, Part 121. Consult your local or district Small Business Administration (SBA) office if further clarification is needed.

(02) LARGE BUSINESS: A business concern that exceeds the small business size code standards established by SBA.

(03) DISADVANTAGED SMALL BUSINESS: A business concern (a) that is at least 51 percent owned by one or more socially and economically disadvantaged individuals (as defined below), or a publicly owned business, having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and (b) has its management and daily business operations controlled by one or more such individuals. Socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans and other minorities or individuals found to be disadvantaged by the SBA.

(04) DISADVANTAGED LARGE BUSINESS: A concern that meets the definition of socially and economically disadvantaged individuals, but which is not a small business by the SBA's size standards.

(05) WOMAN-OWNED SMALL BUSINESS: A small business that is at least 51 percent owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day to day management.

(06) WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of woman owned and operated, but which is not a small business by the SBA's standards.

(07) DISADVANTAGED, WOMAN-OWNED SMALL BUSINESS: A concern that meets the definition of both (03) and (05) above.

(08) DISADVANTAGED, WOMAN-OWNED LARGE BUSINESS: A concern that meets the definition of both (04) and (06) above.

(09) OTHER: A concern that does not meet any of the above definitions.
THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED BY KRS 45A.185

1. Bid Bond or Certified Check in an amount not less than five percent (5%) of total Bid.

2. List of Proposed Subcontractors and Unit Prices. (if required)

3. Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest.

4. List of Materials and Equipment.

5. VENDOR NUMBER: It is imperative that you furnish your Federal Employer Identification Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.


(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, “to the responsive and responsible bidder whose bid offers the best value” to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A copy of the Contractor Determination of Responsibility questionnaire is available upon request to all Bidders.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

It is further agreed, that in the event this Proposal is accepted by the Owner and the undersigned shall fail to execute the Contract and furnish satisfactory Payment and Performance Bond within ten (10) consecutive calendar days from the date of notification of the award of the Contract, the Owner may at his option, determine that the undersigned has abandoned the Contract and thereupon, the Proposal shall become null and void and the Bid guarantee, check or Bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for each failure and no protest pursuant to such action will be made. If the Undersigned shall execute the Contract, and furnish satisfactory Payment Bond and Performance Bond, it is understood that the Bid Guarantee or Bid Bond will be returned to the undersigned by the Owner.
UNIT PRICES

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

The list of Proposed Unit Prices is to be executed and submitted as a part of the Bidder’s Proposal. Failure to comply will result in rejection of Bidder’s Proposal. 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>Unit</th>
<th>Cost Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>HR</td>
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</tr>
<tr>
<td>Laborer</td>
<td>HR</td>
<td>$</td>
</tr>
</tbody>
</table>

Work Category – 01D
PRIMARY LIST OF PROPOSED SUBCONTRACTORS

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.

Provide the address, phone number and contact information for the following subcontractor/suppliers:

<table>
<thead>
<tr>
<th>DIVISION OF WORK</th>
<th>NAME AND ADDRESS OF SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Window Cleaning</td>
<td></td>
</tr>
</tbody>
</table>
LIST OF MATERIALS AND EQUIPMENT

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the Bidder proposes to furnish.

The use of a manufacturer's or dealer's name only, or stating "as per Plans and Specifications,” will not be considered as sufficient identification.

Where more than one "Make" or "Brand" is listed for any one item, the Owner has the right to select the one to be used.

The apparent low bidder 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 DESCRIPTION</th>
<th>MATERIAL OR EQUIPMENT</th>
<th>MANUFACTURER</th>
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<tbody>
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</table>
IDENTIFICATION OF MINORITY SUBCONTRACTORS AND MATERIAL SUPPLIERS

Participation of Minority and Woman owned Contractors and businesses.

The University of Kentucky encourages and supports the participation of minority and woman owned businesses.

1. Minority and Woman Subcontractors

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Minority and Woman 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 superintendent's qualifications and or past projects.

List the Superintendent’s Name
TRADE CONTRACT – 01D – Final Cleaning

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor’s execution of the Work and the Project. The details of the scope of work are further defined in Drawings, Specifications, and other provisions contained in the Project Documents. In addition to this specific scope of work, The Requirements Common to All Trade Packages contained in this bid manual is also applicable.

The scope of this work category includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the contract documents as described below.

The scope of work shall include all work indicated in the Work Category Description, the drawings, contract forms, contract conditions, Divisions 0 and 1 of the specifications, and all other listed specifications. This scope of work includes, but is not necessarily limited to, the following specification sections:

FINAL CLEANING

Division 05 – METALS
Section 05 5000 Metal Fabrications
Section 05 5100 Metal Stairs
Section 05 5213 Pipe and Tube Railings
Section 05 7000 Ornamental Metal Sunshades
Section 05 7301 Exterior Decorative Metal Railings
Section 05 7313 Glazed Decorative Metal Railings

Division 06 – WOOD AND PLASTICS
Section 06 4023 Interior Architectural Woodwork
Section 06 4400 Panel Grille Suspended Wood Wall and Ceiling Systems

Division 07 – THERMAL AND MOISTURE PROTECTION
Section 07 4213 Laminated Metal Wall Panels
Section 07 4215 Metal Composite Material Panels
Section 07 5400 THERMOPLASTIC MEMBRANE ROOFING
Section 07 5701 FOAM COATED ROOFING
Section 07 5800 PRECAST CONCRETE PAVERS WITH PEDESTAL SUPPORT
Section 07 6200 Sheet Metal Flashing and Trim
Section 07 8100 APPLIED FIREPROOFING
Section 07 8413 PENETRATION FIRESTOPPING
Section 07 8446 FIRE-RESISTIVE JOINT SYSTEMS
Section 07 9200 Joint Sealants

Division 08 – DOORS AND WINDOWS
Section 08 1113 HOLLOW METAL DOORS AND FRAMES
Section 08 1416 FLUSH WOOD DOORS
Section 08 3113 ACCESS DOORS AND FRAMES
Section 08 3313 COILING COUNTER DOORS
Section 08 4113 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS
Section 08 4413 GLAZED ALUMINUM CURTAIN WALLS
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>08 6300</td>
<td>METAL-FRAMED SKYLIGHTS</td>
</tr>
<tr>
<td>08 7100</td>
<td>DOOR HARDWARE</td>
</tr>
<tr>
<td>08 8000</td>
<td>GLAZING</td>
</tr>
<tr>
<td>08 8300</td>
<td>MIRRORS</td>
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<tr>
<td>08 8813</td>
<td>FIRE-RESISTANT GLAZING</td>
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### Division 09 – FINISHES

<table>
<thead>
<tr>
<th>Section</th>
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<tr>
<td>09 2116</td>
<td>GYPSUM BOARD SHAFT WALL ASSEMBLIES</td>
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<tr>
<td>09 2216</td>
<td>NON-STRUCTURAL METAL FRAMING</td>
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<tr>
<td>09 2530</td>
<td>GYPSUM SHEATHING</td>
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<tr>
<td>09 2900</td>
<td>GYPSUM BOARD</td>
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<tr>
<td>09 3000</td>
<td>CERAMIC TILING</td>
</tr>
<tr>
<td>09 5113</td>
<td>ACOUSTICAL PANEL CEILINGS</td>
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<tr>
<td>09 5423</td>
<td>LINEAR METAL CEILINGS</td>
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<td>09 6229</td>
<td>CORK FLOORING</td>
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<td>WOOD FLOORING</td>
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<td>09 6513</td>
<td>RESILIENT BASE AND ACCESSORIES</td>
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<tr>
<td>09 6516</td>
<td>RESILIENT FLOOR TILE</td>
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<tr>
<td>09 6536</td>
<td>STATIC CONTROL-RESISTANT FLOORING</td>
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<td>09 6813</td>
<td>TILE CARPETING</td>
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<td>09 7713</td>
<td>STRETCHED-FABRIC WALL SYSTEMS</td>
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<td>09 9113</td>
<td>EXTERIOR PAINTING</td>
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<td>09 9123</td>
<td>INTERIOR PAINTING</td>
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<td>09 9600</td>
<td>HIGH PERFORMANCE COATINGS</td>
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### Division 10 – SPECIALTIES

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<tr>
<th>Section</th>
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<tr>
<td>10 1100</td>
<td>VISUAL DISPLAY SURFACES</td>
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<td>10 2113</td>
<td>TOILET COMPARTMENTS</td>
</tr>
<tr>
<td>10 2226</td>
<td>OPERABLE PARTITIONS</td>
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<tr>
<td>10 2800</td>
<td>TOILET ACCESSORIES</td>
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<tr>
<td>10 4413</td>
<td>FIRE EXTINGUISHERS AND CABINETS</td>
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<td>10 5116</td>
<td>WOOD LOCKERS</td>
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### Division 11 – EQUIPMENT

<table>
<thead>
<tr>
<th>Section</th>
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<tbody>
<tr>
<td>11 5213</td>
<td>PROJECTION SCREENS</td>
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### Division 12 – FURNISHINGS

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<thead>
<tr>
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<tr>
<td>12 2413</td>
<td>ROLLER SHADES</td>
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<tr>
<td>12 3216</td>
<td>MANUFACTURED PLASTIC LAMINATE-FACED CASEWORK</td>
</tr>
<tr>
<td>12 3661</td>
<td>SOLID SURFACING ASSEMBLIES</td>
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<tr>
<td>12 4816</td>
<td>ENTRANCE FLOOR GRILLES</td>
</tr>
<tr>
<td>12 6100</td>
<td>FIXED SEATING</td>
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<tr>
<td>12 6400</td>
<td>FIXED TABLES</td>
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</table>

### Division 14 – CONVEYING EQUIPMENT

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<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>14 2400</td>
<td>HYDRAULIC ELEVATORS</td>
</tr>
</tbody>
</table>
The following items are intended to clarify and/or further define the scope of work included in the bid documents. The following shall not be construed as the entire scope of work for this Work Category. All work described or indicated in the respective specification sections or divisions listed above, and on the drawings, shall be included, unless noted otherwise:

A. General

1. This bidder shall acquire all permits required for the execution of this scope of work for the site. All costs associated with the permit shall be included.

2. Provide traffic control, including flagmen, traffic cones and barricades, as required to protect the public at all times as the work and material deliveries require.

3. Access to the existing facility shall be maintained at all times.

4. If power requirements exceed 120V service or are remotely located, then provide all temporary utilities, including the costs of consumption, required for the performance of the work.

5. All dust control and street cleaning required for the duration of this project is included. This will require water trucks, street sweepers, operators, and labor required to maintain the site, roads and walks in a satisfactory condition as directed by the Construction Manager. Street sweeping operations are not satisfied by backhoe bucket scraping pavement – actual broom sweeping is required and is to be included.

6. Provide all hoisting as required in the performance of the Trade Contract. This bidder shall be responsible to provide all subgrade work as required to satisfy the bearing pressures of their hoisting operations. This shall include but not be limited to crane mats, leveling of subgrade and crushed stone.

B. Final Cleaning

1. This subcontractor shall include final cleaning for the project by a qualified professional cleaning company specializing in the final cleaning of construction projects.

2. The architect and owner will require final cleaning of the building prior to punching the building. An additional cleaning will then be required once punchlist work is complete. This subcontractor shall provide sufficient crew sizes to meet this requirement prior to final completion.

3. After completion of final cleaning in designated areas, the Construction Manager shall be notified in order to review for acceptance.

4. This subcontractor shall provide a full time foreman throughout the duration of this scope of work. Organization of this clean-up crew and all associated tools needed (i.e.: collecting brooms & shovels, providing sweeping compound as needed, etc.) shall be the responsibility of this foreman. The Construction Manager reserves all rights to direct this work at any time and decide personnel managing of the crew.

5. All tools and equipment needed will be provided and stored by this subcontractor. This includes, but is not limited to, all trash receptacles, hoisting, and anything else required for transporting trash and debris to the designated removal location(s).

6. See below for proposed Schedule for Final Cleaning. Final Schedule and sequencing will be directed by the Construction Manager.
• Lower Level will be completed first
• 3rd floor will be completed next
• 2nd floor will be completed next along with the exterior of the Building
• 1st floor will be completed last along with the Lower Level Mechanical Rooms

7. This subcontractor, as directed by the Construction Manager, shall provide a minimum of 5 people for two weeks after substantial completion. These people will be in addition to the cleaning crew already onsite and be provided with the appropriate materials and equipment to re-clean indicated areas.

8. The construction manager reserves the right to supplement any and all subcontractors with the necessary forces to achieve the expected level of jobsite cleanliness at any time. All costs associated will be at the expense of the subcontractor that is being supplemented and/or failing to provide appropriate level of cleanliness.

9. This subcontractor shall be responsible for cleaning all surfaces and finished products in strict accordance with the manufacturer’s specifications. Cleaning with unapproved chemicals will not be tolerated.

10. This subcontractor shall be responsible for cleaning all interior & exterior HVAC, Plumbing and Electrical items as directed by the Construction Manager.

11. This subcontractor shall be responsible for waxing of the floors.

12. This subcontractor shall be responsible for disposing of all flooring protection and other surface protection material.

13. This subcontractor shall be responsible for washing the interior and exterior of all windows and mullions as directed by the Construction Manager.

14. This Subcontractor shall be responsible for removing all debris and light pressure washing of all sidewalks, parking lot, patios, and ramps.

15. This Subcontractor shall be responsible for cleaning/removing all miscellaneous dirt build up and debris on the Roof using approved cleaning agent. This includes all Roof Patio Pavers and Entrance Canopies.

16. This subcontractor agrees to coordinate with other subcontractors in order to provide sufficient time and other requirements to meet the overall project schedule. This is a high profile, fast-track project and both overtime and weekend work is to be expected. This bidder agrees to provide manpower and equipment as required by the project schedule, including interim milestone dates, along with any overtime or weekend work required to maintain the schedule should this contractor fall behind due to their own performance for which no extensions are granted by the Owner.