



Invitation to Bid

INVITATION TO BID:	IB-035-24
DATE ISSUED:	April 12th, 2024
TITLE:	Health Science Campus Roof Replacements BP-2
CONTRACT ADMINISTRATOR NAME:	Evan Riddell
EMAIL CONTACT:	evan.riddell@louisville.edu
METHOD OF AWARD:	Best Value Sealed Bid

The University of Louisville’s Department of Procurement Services will receive sealed Bids at the address listed herein until the time and date shown below.

RETURN ADDRESS:

Deliver By U.S. Mail:

Department of Procurement Services
University of Louisville
Louisville, KY 40292

Delivery by Courier or Overnight Carrier:

University of Louisville
Department of Procurement Services
2215 S. Brook Street
Louisville, KY 40208

BIDS MUST BE RECEIVED NO LATER THAN: May 7th, 2024, by 2:00PM, EST.

- Bids will be opened and read publicly within specified times unless otherwise stated within this bid document.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- 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):
- That the attached Invitation to Bid(s) has 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 vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition:
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any persons 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 bid or bids:
- That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provision of KRS 45A.325, 45A.330 to 45A.340, 45A.990 and 164.821(7).
- Bidder and its affiliates are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 to the extent required by Kentucky law: and will remain registered for the duration of any contract awarded. Furthermore, Bidder is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
- That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

- Any agreement of collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
- Any firm/person who violates any provisions of Kentucky Revised Statue 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000) not more than ten thousand dollars (\$10,000) or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment.

Name of Company:		Date:
Address:		Phone:
City:	State:	Fax:
Zip:	This offer is valid for _____ calendar days from the date this bid is received	E-Mail Address:
Payment Terms:		Web Address:
Shipping Terms: FOB Destination, Freight Prepaid and Added to Invoice	Print Name:	
Federal Employer ID:	Signature:	

VENDOR IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH BID IN ITS ENTIRETY

NO BID RESPONSE FORM

Bid Number IB-035-24

Please be advised that our company does not wish to submit a bid in response to the above-captioned bid for the following reason(s):

Too busy at this time

Not engaged in this type of work

Project is too large or small

Cannot meet mandatory specifications (Please specify below)

Other (Please specify)

Company Name

Name

Street Address

Authorized Signature and Date

City, State, Zip

Title

Please return to:	University of Louisville Department of Procurement Services or email: evan.riddell@louisville.edu Service Complex Building Louisville, KY 40292
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Health Science Campus Roof Replacements BP-2 IB-035-24

OVERVIEW

The University of Louisville Procurement Services, on behalf of the Physical Plant Department (PPD) is seeking a qualified roofing contractor to remove and replace the roof on the School of Medicine, buildings 55A and 55B, located on the Health Science Campus. Contractors are to bid per drawings and specifications (**Exhibit A, B, C, D, and E**). Prior to construction, the awarded contractor shall be responsible for having an Asbestos Survey completed. If the asbestos survey indicates that areas of the roof contain asbestos the contractor shall work with a qualified Asbestos Abatement Contractor to remove asbestos. This bid package is the **Second** of three bid packages that will be issued by the University for roof replacements. The contractor is responsible for providing all labor, materials, and supervision to complete the project as specified in these bid documents.

This is not a federally funded project and prevailing wages are not required.

EXHIBIT DOCUMENTS

1. Combined HSC School of Medicine Tower (55A) Health Sciences Building (55B) 100% CD, **Exhibit A**.
2. Combined Health Science Campus Roofing Replacement Front End Specifications, **Exhibit B**.
3. Combined Health Science Campus Roofing Replacement Technical Specifications, **Exhibit C**.
4. Tree Protection Specifications for all Construction Projects at the University of Louisville, **Exhibit D**.
5. Turf Construction Requirements, **Exhibit E**.

Exhibits can be found at the following link:

<https://louisville.box.com/s/qqfhupyevndtigxi6wzpwjujzjn2cty>

SAFETY AND COORDINATION HEALTH SCIENCE CAMPUS

To ensure the safety and reliability of our facilities, Contractors shall agree to follow these guidelines before awarding work.

- Prior to work starting, the Contractor shall provide the Physical Plant Department (PPD) with a project plan which includes:
 - Contractor and subcontractor names and contact information
 - Submittals including product lead times, data sheets, and point-to-point wiring diagrams
 - Proposed project schedule with a start, key milestones, and completion dates
 - Material submittals and lead items
 - Permits and inspections
 - Certificates of insurance
- Normal work hours are Monday through Friday, 7:30 a.m. to 4:00 p.m.
- 55A Freight Elevator for material can be accessed from 10 PM-6 AM.
- 55B, use of crane along Muhammad Ali for all materials.
- 55B, provide a stair tower along Muhammad Ali for crews to use. Contractors will not be permitted to enter the building.
- There is absolutely no parking allowed along the Abraham Flexner Corridor between Floyd and Preston, this is strictly enforced. Most contractors park on neighboring public streets. This means no unattended vehicles, even if loading or unloading. The RRC loading dock will be available to the Contractor so long as they do not block the adjacent loading docks, handicap ramp, or pedestrian walkways. Flashers must be on for loading and unloading and not exceed 20 minutes.

- All Contractors are required to check in with HSC Work Control daily. This includes providing a cell phone number to immediately contact the on-site supervisor in case of emergency or stop work orders due to disruptions. If any project-related incident occurs which may impact occupants, the Contactor must immediately contact Work Control 502-852-5695.
- Keys/access cards may be checked out by Contractors from the Work Control office. Keys/cards may be kept overnight or over the weekend but must be returned to the Work Control office the following business day. Contractors wanting keys for multiple days must still check in daily at the Work Control office and show their keys. Contractors may not “drop off” at a location or leave keys unattended. If Work Control office is closed, keys may be returned to a PPD person accepting responsibility for them. Access cards will be disabled if guidelines are not followed.
- Contractors shall review and follow University parking rules and regulations.
- Work shall be planned in advance and conducted to minimize disruption to the building occupants.
- There are to be no unplanned outages. Any work related to fire/smoke alarms, security systems, plumbing, HVAC, electrical, etc. must be coordinated with PPD well in advance.
- This project is located in an occupied facility. Contractors must take every precaution to minimize noise, dust, odors or other disturbances. Noise or vibration generating activities such as hammer drilling, circular saws, concrete cutting, core drilling, nailers, ductwork hammering, grinding, setting anchors, etc. are to be scheduled in advance.
- Good housekeeping must be always maintained, ensure everything is clean, organized, safe, and put away. Work areas must be cleaned though out the day as needed and at the end of each work shift. This includes removal of trash, food waste, and construction/demolition debris.
- There will be many people coming and going around the site. Special care must be taken that no equipment, materials or other safety hazards are left unattended even for a moment. Also, great care must be taken when moving material, tools or equipment into the site to safeguard pedestrians.
- Personal Protective Equipment (PPE) Requirements: Hard hats, safety shoes, and safety glasses are required at all times while on the job site and other PPE such as gloves and safety vests as required for the work being performed.
- OSHA Lockout/Tagout standard shall be followed to ensure the machine, equipment, or system is turned off (de-energized) before work is performed.
- UofL PPD Hot Work procedures will be followed when working on any energized system. Contractors must coordinate any Hot Work (welding, soldering, brazing, grinding, or cutting) with PPD in advance and provide a dedicated competent, and provisioned Fire Watcher for the duration of the work. Before cutting or welding is permitted, the area shall be inspected by the individual responsible for authorizing cutting and welding operations. A Fire Watch shall be maintained for at least one hour after completion of welding or cutting operations to detect and extinguish possible smoldering fires.
- UL is a tobacco-free campus.

REQUIRED DOCUMENTS

- **Completed front page of this document (Statement of Non-Collusion)**
- **Form of Proposal**
- **Itemized Bid Breakdown** (for each specification division – this can be provided within 48hrs after bid opening)
- **Bidder Qualification Form**
- **Bid Bond**

AWARD CRITERIA

Price is the main consideration; however, the University will also consider the contractor who offers the best value when determining who will be awarded the contract using the following criteria:

- Contractor Experience – provide at least 3 similar projects
- The contractor’s safety record will be considered before any award is made

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- Experience Modification Rating (EMR) – a rating above one (1) may be cause for rejection of the bid
 - Past Performance – the contractors past performance with similar projects at the University or with other customers may be considered before any award is made
 - Warranty – 20-year NDL warranty covering materials and craftsmanship

The University may reject any bid submission that does not meet all the requirements as set forth in these bid documents

BID TIMELINE

- IB Issued – April 12th, 2024
- Pre-Bid Conference – April 18th, 2024, at 10:30AM, EST.
- Questions Due – April 25th, 2024, by 2:00PM, EST.
- Due Date/Bid Opening – May 7th, 2024, by 2:00PM, EST.

PROJECT TIMELINE

- Project Start: Upon execution of a contract, the contractor, in cooperation with the Owner shall begin preparations for work on-site. Work may begin upon receiving written notice to proceed by the University
- Substantial Completion: September 1st, 2024
- Final Completion: September 10th, 2024

INSTRUCTIONS TO BIDDERS

PREPARATION OF BID

Each Bidder shall furnish the information required by the solicitation. The Bidder shall sign the solicitation, print or type their Name, Firm, Address, Telephone Number and Date. Erasures or other changes must be initialed by the person signing the offer.

In the interest of supporting the University of Louisville's initiative to reduce waste and extraneous use of natural resources, the University is requesting the following:

- All bids should be submitted on two-sided recycled paper containing 30% post-consumer waste where possible.
- Bidders should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Bidders should refrain from using binders where possible, especially for the copies being requested.
- Bidders should present peripheral information (i.e. company & product brochures) on Flash-Drive.
- Bidders should refrain from stapling bid documents; however, paperclips are permitted.

AUTHORITY TO CONTRACT

Contractor and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in Kentucky, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

MULTIPLE BIDS

Unless otherwise specified, only one price, brand and/or model may be proposed for each item on this Invitation to Bid. Bidders must determine their single best offering based on the quality specified. Bids not conforming to this requirement will be rejected.

AMENDMENTS TO BIDS & ADDITIONAL INFORMATION

Amendments to this Invitation to Bid may be necessary prior to the closing date and will be furnished in the form of written addenda that will be posted on the University of Louisville's BID/RFP Procurement Services webpage - <http://louisville.edu/purchasing/bids>. Oral communication with any person(s) will not be construed as providing amending data to the specifications unless converted to the form of written addenda and posted to the University of Louisville's BID/RFP Purchasing webpage.

When necessary and as requested the University of Louisville will provide supplemental data via files to the vendor in one of two formats. The first choice will be to use the industry standard of EDI (Electronic Data Interchange) 834. If EDI is not appropriate for the type of information being transmitted a University standard format will be provided. It will be the vendor's responsibility to conform the data to fit the needs of their particular software. Vendor may be required to sign a University Confidentiality Form prior to release of such information should that information contain private or confidential information

INTERPRETATION OF BID

If any person contemplating the submission of a bid has any doubt as to the true meaning, of any part of the invitation, he/she should contact **Evan Riddell** at evan.riddell@louisville.edu. Any interpretation of the specifications will be made by addenda and posted at <http://louisville.edu/purchasing/bids>.

RESTRICTIONS ON COMMUNICATIONS

From the issue date of this bid until a contractor is selected, the bidder's sole point of contact for this bid is:

- **Evan Riddell**, University Procurement Services evan.riddell@louisville.edu

No campus visits are proposed as a part of this Invitation to Bid. If bidders choose to visit the campus, please be aware that no interviews or meetings will be granted by University personnel. Bidders should not attempt to contact or meet with any campus representatives. In order to insure fair and equal treatment, only questions submitted in writing by the date stated within this Invitation to Bid will be entertained. Written responses will then be distributed via addendum and posted at <http://louisville.edu/purchasing/bids>.

For violation of this provision, the University shall reserve the right to reject the bid.

QUESTIONS

Vendors requesting clarifications to this Invitation to Bid may submit in writing questions for official response by the University. Questions should be sent via email to **Evan Riddell (Contract Administrator)** at evan.riddell@louisville.edu no later than **2:00 PM, EST on April 25th, 2024, by 2:00PM, EST.**

All questions received shall be addressed by the University via addenda and sent to all known recipients of the Invitation to Bid. Addenda may also be viewed at: <http://louisville.edu/purchasing/bids>

MANDATORY PRE-BID CONFERENCE

A Pre-Bid Conference for this Invitation to Bid will be held at **55B Instructional Building – Room 107, 500 South Preston, Louisville, KY 40202**– on **April 18th, 2024, at 3:00PM, EST.**

The purpose of this meeting is to answer questions pertaining to this solicitation. This meeting is to assure that each potential Bidder has a complete understanding of the scope of work involved.

This pre-bid conference is mandatory, bids will not be accepted from bidders who do not attend.

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

DO NOT PARK IN UNAUTHORIZED AREAS. All bidders must park in designated areas:

<https://louisville.edu/parking/rules-regulations>

JOB-SITE TOURS

Each bidder, before submitting a bid, may visit the site, check the measurements and thoroughly familiarize himself with all existing conditions likely to be encountered in the work to be done under this contract. All contractors furnishing materials and equipment for this contract shall obtain exact dimensions at the site. Any technical errors or omissions in the technical specifications should be reported to the buyer whose name appears on the face of the Invitation to Bid so (within seven (7) days before Bid Opening) an official addendum can be issued. **A guided tour of the job site will be given at the pre-bid conference. This will be the only tour of the job site that will be provided.**

The submission of bid will be construed as evidence that a visit and examination of the site has been made. Later claims for labor, equipment, or materials required or difficulties encountered, which could have been foreseen had such an examination been made, will not be recognized.

RECEIPT OF BIDS

Bids must be received in the Department of Procurement Services, 2215 S. Brook St., Belknap Campus, Louisville, Kentucky, in a sealed envelope not later than **2:00 PM** local time, on **May 7th, 2024**, at which time all bids received will be given to the Contract Administrator responsible for the bid to be opened publicly. Bids received after this time shall be deemed non-responsive as per 200 KAR 5:307 Section 4 and will not be considered for award. Public opening will be on **May 7th, 2024**, at **2:00 PM** at 2215 S. Brook St, Belknap Campus, Louisville, Kentucky, Conference Room 102.

SUBMISSION OF BIDS

Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The Bidder shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Bidder on the face of the envelope. Bid submissions shall include all required submittals. Do not bind bid submissions. Please do not staple your bid submissions together, however, paperclips are acceptable.

Telegraphic bids and/or telegraphic modifications to a bid shall **NOT** be acceptable. Signed, written bid must be received by the Department of Procurement Services by the official bid opening date.

NOTE: Bidders sending their Bids via Overnight Courier should send via FedEx or UPS. Overnight packages delivered by USPS are delivered to a University lockbox and cannot be guaranteed to be delivered to the Department of Procurement Services prior to the bid due date and time specified.

All vendors are required to enter their bid prices where indicated on the University of Louisville Invitation to Bid form of proposal.

The Bid/Quote number must appear on the outside of the envelope.

The Bids/Quotes must be signed and delivery dates given.

FAILURE TO SIGN AND RETURN COVER SHEET MAY DEEM YOUR BID NON-RESPONSIVE

PROPRIETARY INFORMATION

In the event that a response to this Invitation to Bid (ITB) contains information which is deemed by a Bidder as being of a proprietary nature, the pages containing such information must be clearly marked as PROPRIETARY INFORMATION and placed in a marked envelope. To the extent permitted by law, the University will disclose this information only to the University representatives. A Bidder cannot classify any information pertaining to contract terms, experience, proposed products, or proposed pricing as proprietary information. All information and material returned with each bid should become part of any contract, which results from this bid and will become a public record. All bids are subject to the Kentucky Open Records Act (KRS 61.881).

MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified by written notice received prior to the exact hour and date specified for receipt of offers. A bid may be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bidders. Bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered. Bids that have clerical errors or any irregularity are subject to correction only with concurrence of the Department of Procurement Services.

TERMS AND CONDITIONS

The only acceptable Terms and Conditions are contained within this Invitation to Bid and within the University General Terms and Conditions for a Purchase Order which can be found at:

http://louisville.edu/purchasing/vendors/PO_terms_and_conditions

Bidders shall not include any additional Terms and Conditions. **Inclusion of any additional Terms and Conditions of the bidder may be cause for rejection of bid.**

FIRM PRICING

Except as otherwise provided, bid prices must be firm. Bid prices subject to qualifications such as: in effect on receipt of contract/order, escalation, or other variables, may be rejected as non-responsive.

FOB DESTINATION

All bidders in response to this ITB must be on the basis of F.O.B. to the University, all freight prepaid and included in the Unit Price. No other terms are acceptable; any bids that do not comply with the above will be rejected. The contractor will be fully responsible for all items while in transit, including returns. Any freight claims will be the responsibility of the contractor.

Large scale products may require delivery to specific building locations. Bidders shall be required to make inside building deliveries if required within the bid specifications.

DELIVERIES

Unless otherwise specified in the Invitation to Bid, delivery at the earliest possible date is desired; therefore, consideration may be given to the earliest date as stated by the bidder.

Bidders must quote actual delivery time; estimates are not appropriate. If necessary, bidders should contact manufacturer for delivery time on products not in stock.

As provided in this Invitation to Bid, the bidder will clearly state in his bid the time required for the delivery upon receipt of contract or purchase order. Delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" have no meaning and will cause for rejecting the bid.

When delivery is not made as provided in this contract, the Department of Procurement Services reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the successful bidder. Failure of the vendor to meet contract delivery dates may also be cause for cancellation, removal from the University Bid list, or both.

PARTICIPATION BY MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES

The University of Louisville requests Bidders to make a concerted effort to include Minority-Owned and Woman-Owned Business Enterprises as subcontractors or suppliers on its projects. The University Form of Proposal includes forms for Bidders to record those MBE and/or WBE businesses who are solicited and selected for this project. The University has established a **Preferable Goal** for construction/renovation project participation at 20% Minority-Owned and 5% Woman-Owned Businesses. Alternatively, firms may also achieve this goal with a combined Minority and Women participation level of 25% for the project.

PARKING

Any Bidder that enters into a contract and/or agreement with the University of Louisville for sales or service may purchase a Vendor Parking Permit at the established fee. Location of parking will be designated at time of the permit purchase. Service providers on Belknap Campus can park at any designated service vehicle space and may also park in BLUE permit designated areas. On the Health Sciences Center, parking may be available in the parking structures upon request. A deposit is required to obtain an access card to these areas. Vendors parking on University property without permits shall be subject to ticketing, booting or impoundment.

Fee schedule is available at www.louisville.edu/parking. See Parking Permit pricing. Prices are subject to change. Daily permits may be purchased on-line at www.louisville.edu/parking.

QUANTITIES OF BID

It is herein set forth that all historical quantities provided (annual spends, core items, etc.) are to be used purely as estimates and are not to be implied or inferred as being guarantees. The University of Louisville is obligated to buy only the quantity needed during the term of the contract.

EXCEPTIONS TO CONTRACT ORDERING

The University reserves the right to make purchases for like type products or services from other vendors and firms in the event of, but not limited to, the establishment of; Governmental Contracts, Grants, Sub-Grants which may contain terms and conditions for such contract(s).

ALTERNATE BRANDS/SPECIFICATIONS

Unless otherwise specified, brands referenced in this ITB are meant to provide a historical account of purchases and to establish a minimum standard of quality only. Bidders may propose brand(s) that they consider to be equal or closely comparable.

Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the University to meet or exceed fully the maximum essential and salient characteristics referenced in the Invitation to Bid. The burden of proof of equality shall be the responsibility of the bidder. If the Owner judges the material or equipment is not equal to that named in the specifications, the bid shall be rejected. The Owner's decision shall be final.

Bidders proposing alternate brands, must enclose descriptive literature with their bids so that the equality can be verified. Failure to enclose sufficient literature may result in the rejection of the bid.

When specified brand names are not changed, it will be assumed that the bidders are proposing to furnish those brands. The contracts will be written accordingly and the successful bidders will be required to deliver the brands named.

TAXES

The University of Louisville is tax exempt from the provision of the Kentucky six percent (6%) Sales and/or Use Tax on materials and equipment under this solicitation. All Bidders or contractors shall take this into consideration when submitting their bid. Exemption certifications shall be furnished upon request to cover exemptions where applicable.

Bidders are informed that material purchased by the contractor, for the performance of this contract for the University of Louisville, are **not exempt** from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the bid amount as no adjustments will be permitted and/or made after the fact.

Federal Excise Tax

The University of Louisville may be entitled to exemption from Federal Excise Tax. All bidders or contractors shall take this into consideration of their bid.

Taxes, Workmen's Compensation, Etc.

The prime bidder or contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including but not limited to old age pension, social security or annuities. Workmen's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

SUSTAINABILITY

The University of Louisville is dedicated to acquiring products and services that are in accordance with our commitment to sustainability. For the purpose of judging sustainability, the following description applies:

Sustainable Development is enhanced through sound Environmental, Social and Economic practices and technologies that minimize or eliminate waste and negative impacts on current resources.

UofL seeks products and services that pose no significant risk to human health or environmental quality when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials and energy acquisition; production and manufacturing; packaging and distribution; and the operation, maintenance, reuse, recyclability or disposal of a product. Materials, products, and workers from the local region are preferred sources, along with companies/contractors that can demonstrate efforts to ensure worker protections and to restore or enhance the environment.

INSPECTION

All supplies and equipment shall be subject to inspection or test by the University prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirement, the University shall have the right to reject them or require acceptable correction at the vendor's expense.

WARRANTY

Bidder warrants that all materials and equipment furnished in connection with this bid will be new unless otherwise approved by the University and shall be free from defects (including defects in design and fit) and suitable for the intended purposes. Bidder must include a statement of manufacturer's standard warranty with the bid response.

Bidders bidding on a commodity with a product warranty involved must be able to offer service by their company or through a servicing agency. A list of such agency or agencies must be included with the bid.

Equipment will be serviced by:

(Include name and address)

A copy of the warranty will be furnished upon delivery of equipment to the University. Warranties shall remain in effect for one (1) year following the University's acceptance of the materials and equipment or for the duration of the manufacturer's standard warranty period if such period exceeds one year.

Payment to the vendor shall constitute acceptance by the University. In the event of unacceptable/faulty equipment, the University will contact the vendor for prompt replacement.

All warranties shall begin no earlier than upon delivery and acceptance by the University. Payment to the Vendor shall constitute acceptance by the University. In the event of unacceptable/faulty equipment, the University shall contact the vendor for replacement with reasonable promptness. Warranties for product(s) procured on the University Credit Card shall be exempt from "acceptance" upon payment.

Standard warranty on equipment/materials: _____

Standard warranty on labor: _____

GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the premises by the Owner shall constitute an acceptance of work done, in accordance with the Contract Documents or relieve the contractor of liability in respect to any expense warranties or responsibility for faulty material or workmanship. The contract shall remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period specified. The Owner shall give notice of observed defects with reasonable promptness.

DAMAGES

Failure of the University to invoke liquidated damages at the immediate time of the delay of delivery or installation, does not waive the right of the University to invoke said damages at a later date.

BID, PAYMENT & PERFORMANCE BONDS

Bids shall be accompanied by a bid guarantee of not less than five percent (5%) of the amount of the base bid executed by a Surety Company authorized to do business in the State of Kentucky and countersigned by a licensed Kentucky Resident Agent representing the Surety Company. (Certified Check Acceptable)

It is agreed that in the event that this bid is accepted by the owner and the Contractor shall fail to execute a contract within ten (10) consecutive calendar days from the date of notifications of the Award of Contract, the Owner shall determine that the contractor has abandoned the contract and thereupon, the Bid shall become null and void, and the bid guarantee, check of bid bond which accompanied it shall be forfeited and become the property of the Owner as liquidated damages for such failure and no protest pursuant to such action will be allowed.

The awarded Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor, including payment of all unemployed contributions which become due and payable under the Kentucky Unemployment Insurance Law furnishings materials in connection with this contract.

DAMAGE TO PROPERTY

The Contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

INSURANCE

Insurance Requirements for Standard Contracts

Before the bidder becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/contract, vendor shall have a Certificate of Insurance indicating the organization's in-force insurance for the following policies and limits. Vendor agrees to provide proof of such insurance upon request.

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the organization and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)
Property Insurance	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the vendor involved procurement on University Property.

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by Contractor and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

BUILDERS RISK INSURANCE

The Contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, if the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop work immediately, secure the area, notify the Owner and await positive identification of the suspect material. During the downtime in such a case the Contractor shall not disturb any surroundings surface but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

ASBESTOS CONTAINING MATERIALS

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked "May Contain Mineral Fiber" will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

PERMITS AND CODES

The Contractor shall obtain all permits necessary for any and/or all parts of the work from the authorities governing such work. Evidence that such permits have been issued shall be furnished to the Owner, if requested, before beginning work. The contractor shall observe all applicable Federal, State and Local codes governing the work. Building permits, when required shall be procured by the contractor.

PROTECTION AT SITE

Pedestrian and automobile traffic near project sites shall be protected from injury and damage due to construction activities by appropriate means such as roping off walk or driveways, erecting warning signs, erecting snow fences and other positive ways which will divert traffic from areas of possible danger. Special attention shall be given to open trenches regarding pedestrian traffic with emphasis on blind or handicapped pedestrians. Open trenches shall be fenced with snow fence and also protected by audio means.

PROTECTION OF WORK, PROPERTY, EMPLOYEES AND PUBLIC

The Contractor shall continuously maintain adequate protection of all his completed work and materials delivered from damage and shall protect the Owner's property from injury or loss arising in connection with this contract, until final acceptance of the work. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the contract documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

The Contractor shall designate a responsible member of his organization, on the work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Architect by the Contractor.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. The Contractor shall immediately inform the University Department of Public Safety (852-6111).

JOB SITE SAFETY

The Contractor shall provide safety controls for protection of the life and health of employees and visitors. The contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the General Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards (29 CFR 1926 as adopted by 803 KAR 2:400 through 2:425) 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.

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

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

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

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

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

Nothing in the provisions of this clause 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.

The Contractor shall take all necessary precautions for the safety of employees on the jobsite, 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 contractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The Contractor shall designate a responsible member of the on-site work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of all safety regulations.

CLEAN-UP

It shall be the duty of the Contractor to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

CONFLICTING CONDITIONS

If there is any conflict between the drawings and written specifications, the written specifications shall govern. The Terms and Conditions contained herein, including the General Terms and Conditions shall supersede all conflicting terms and conditions on other bid documents, including those provided by a consultant of the University.

AWARD OF CONTRACT

The award will be made to the Lowest Responsive/Responsible Bidder which offers the best value to the University and meets the terms, specifications, and conditions of this Invitation to Bid. If not feasible to award in the manner proposed, the Department of Procurement Services reserves the right to change the method of award.

Prior to contract award, Procurement Services shall complete a review of the contractor(s) against appropriate governmental exclusion/debarment/suspension lists. Any vendors who are identified as potential matches will be reported to the Institutional Compliance Office for verification procedures prior to contract award. Procurement Services will not proceed with a contract award to any contractor verified as a positive match, without consultation with the Institutional Compliance Office and appropriate University Administration.

If alternates are accepted, they will be accepted at the time of award and in the sequence of their listing. The prices of the alternates will be added or deducted from the base bid to arrive at a lump sum figure which will be the basis of the award.

The University reserves the right to reject any or all offers and to waive minor technicalities.

RECIPROCAL PREFERENCE

In accordance with KRS 45A.490 to 45A.494, a resident Bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating bids, the University will apply a reciprocal preference against a Bidder submitting a bid from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and nonresidency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Bidder claiming Kentucky residency status shall submit with its bid a notarized affidavit affirming that it meets the criteria as set forth in the above referenced statute.

Forms can be found at <http://louisville.edu/purchasing/forms>.

BID PROTESTS

(KRS45A.285; KRS164A.555 TO 164A.630)

Any actual or prospective Bidder, Offeror, or Contractor who is aggrieved in connection with the solicitation or selection for award of a contract by the University of Louisville, may file a protest via Certified Mail addressed to the Director, Procurement Services, within two calendar weeks after such aggrieved person knows or should have known the facts giving rise thereto. An up to date posting of current awards can be found at http://louisville.edu/purchasing/bids/awarded_bids. All protests must be in writing and must use the phrase "**Bid Protest**" in the letter. The Chief Procurement Officer shall review all facts presented and render a determination, in writing, promptly to the aggrieved person.

The aggrieved person may appeal the determination in writing via Certified Mail within four calendar days addressed to the Chief Operations Officer, who shall promptly issue a ruling in writing. A copy of such appeal must also be sent via certified mail to the Chief Operations Officer designee. The ruling of the Chief Operations Officer shall be the final action on behalf of the University. Copies of the bid procedure are available on request from the University of Louisville's Department of Procurement Services.

In the event of a bid protest, the University may notify the successful Offeror to suspend the contract/order while the protest is being reviewed. Depending on the outcome of the protest, the contract/order may be cancelled or confirmed. Any questions regarding this procedure should be addressed to the Chief Procurement Officer at (502) 852-8223.

CONTRACT CHANGES

During the period of contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University.

Should the Contractor find at any time that existing conditions make modification in requirements necessary he shall promptly report such matter to the Department of Procurement Services for consideration and decision.

The University reserves the right to add like type items/services to the established contract upon mutual consent of both parties.

AMENDMENTS

It is recognized that subsequent written amendments to the awarded contract may be necessary; such amendments will require mutual agreement of the parties.

COMPLETION OF CONTRACT

The Contractor must begin work once they have received a written notice from the University. Planning for work on-site (in cooperation with Owner) and ordering of materials must begin immediately upon the execution of a contract.

Substantial Completion: September 1st, 2024

Final Completions: September 10th, 2024

It is understood and agreed upon that the work must be begun, performed and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption and complete said work in due and proper time, the Contractor may be declared in default of this Contract. Fixed and liquidated damages in the amount of **\$250.00 per calendar day** shall be assessed against the Contractor for each calendar day during which the work under this contract remains incomplete after the Substantial and Final Completion date, as the same may be revised by any extension for time granted by the Owner.

Completion of the work is understood to mean that the Contractor has completed all of the work as described in these bod documents and that it has been accepted by the Owner.

CONTRACT CANCELLATION

TERMINATION OF CONTRACT FOR CONVENIENCE

The University of Louisville, Department of Procurement Services, reserves the right to terminate this contract for its own convenience without cause upon a thirty (30) day written notice to the Contractor. Upon receipt from the University Department of Procurement Services, "Notice of Termination", the Contractor shall discontinue all services with respect to the applicable contract. The contractor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Contractor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally, if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

TERMINATION OF CONTRACT FOR NON-PERFORMANCE

The Director of Procurement Services may terminate this contract for non-performance, as determined by the University. Such causes could include, but not be limited to:

- Mal-performance, non-performance, substitution of commodities, or failure to comply with specifications given herein in whole or part by the Contractor.
- Failure to provide satisfactory quality of; product or service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact if said petition in order that Contractor might during the sixty (60) days period have the opportunity to seek dismissal if the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

TERMINATION OF CONTRACT FOR CONTRACTOR VIOLATIONS

- Failure by Contractor for violations including but not limited to:
 1. Commonwealth and University, Conflict of Interest Policies
 2. Commonwealth Campaign Finance Laws
 3. OSHA, Labor and Tax Collection Violations

4. Governmental Program Certification
5. Failure to register firm with the Kentucky Secretary of State
6. Failure to post requested bond if required
7. Failure to maintain required Insurance

PAYMENT OF INVOICES

The vendor shall be paid monthly in accordance with AIA progress billing for work completed, upon the submission of proper invoices, at the prices stipulated for items delivered and accepted, or services rendered. Contractors are to use the following form to submit invoicing: <https://louisville.edu/purchasing/policies/forms/invoicerecreport.pdf>

Invoicing is to be submitted for approval to the designated University department or representative who is overseeing the project.

EQUIPMENT SAFETY REQUIREMENTS

All equipment offered against this Invitation to Bid must be in full compliance with all current safety standards as established by Federal, State, and Local governments, including, but not limited to, all current OSHA standards applicable to the manufacture, distribution, and use of said equipment. Furthermore, all equipment, including the listing and labeling of the equipment, must meet the requirements stated in the current edition of the NFPA 70 National Electrical Code. Bidders, by completing and submitting a bid in response to this Invitation to Bid, do certify that any equipment proposed shall be in full compliance with all of the above applicable safety standards.

INDEMNIFICATION

Any provision in the terms and conditions or agreement provided by the vendor that requires or otherwise specifies that the University will indemnify the vendor or any of its subcontractors or otherwise specify the University being liable or responsible for the actions/inactions of the vendor or other third party shall only be to the extent permitted by Kentucky Revised Statutes (KRS 49.010 through 49.180) by the powers and authority vested in the Kentucky Claims Commission and KRS 45A.225 through 45A.275 (Contract Claims).

The vendor shall defend, indemnify and hold harmless the University, its affiliated entities, their trustees, officers, employees and agents from and against all costs, losses and expenses (including reasonable cost of attorney's fees) by reason of liability imposed by law upon the vendor for damages resulting from the vendor's performance or because of bodily injury, including death, personal injury, data breach/loss at any time resulting there from, sustained by any person or persons including the vendor's employees, or on account of damage to property, including loss of use thereof, to the extent arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the vendor, provided however, that nothing contained herein shall require the vendor to indemnify the University for such injuries to persons or damage to property to the extent arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents. Any cap or limitation on the amount of the liability included by vendor in its response or standard agreement is rejected. Any limitation of liability requires specific acceptance by the University (e.g. via an amendment signed in writing by the University).

ARBITRATION

Any provision in the vendor's terms and condition or agreement that specifies binding arbitration to resolve a controversy or claim arising out of or relating to this contract, or breach thereof, is rejected and deleted. Mediation or other forms of non-binding alternative dispute resolution may be used in lieu of binding arbitration.

CONFLICT OF INTEREST

The vendor is required to disclose any potential conflict of interest. If the owner of your organization is related to a University of Louisville employee, that relationship must be disclosed in writing prior to or in no case later than at time of award/execution of agreement.

For purposes of disclosure of a conflict, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great- :

- parent
- child or ward
- sibling
- uncle or aunt
- first cousin
- nephew or niece
- spouse, domestic partner, significant other

KENTUCKY CAMPAIGN LAWS:

The vendor representative certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS121.056 (2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury, neither he/she or the vendor which he/she represents, has knowingly violated any provisions of the campaign laws of the Commonwealth, and that the award of a contract to him/her or the vendor which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

COMPLIANCE STATE LAWS

It is agreed and understood that this procurement, and the rights and obligations of the parties hereto, shall be governed by and construed under the laws of the Commonwealth of Kentucky. This provision shall control any conflicting provision in the terms and conditions or agreement provided by the vendor. Any such conflicting provision is rejected. All vendors are subject to and must comply with all applicable state and federal law to include but not limited to compliance with: Anti-Discrimination Laws & Requirements (http://www.dol.gov/oasam/programs/history/herman/reports/futurework/conference/staffing/9.7_discrimination.htm), federal, state and local Minimum Wage and/or Prevailing Wage Requirements including, to the extent applicable, full compliance with Davis Bacon Act (<http://www.dol.gov/whd/govcontracts/dbra.htm>) requirements for all work and services performed.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

Awarded Contractor will be required to register with the Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 and in compliance with House Bill 609, date May 21, 2008.

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.

ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Vendor's signature on this solicitation response certifies that the vendor, and where applicable subcontract vendor, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the vendor, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility. The vendor will notify the University buyer of record within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility of the vendor, any subcontract vendor, or any person performing services under this agreement.

AUDITED FINANCIAL STATEMENTS

The University reserves the right to request Audited Financial Statements from any and all firms submitting bids in order to adequately evaluate a firm's financial stability in performing the services as outlined within this Invitation to bid. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the bid file and will not be subject to open records inspection/requests.

SUPPLIER CODE OF CONDUCT

The University of Louisville is committed to conducting its contract administration and procurement business in an ethical, legal, and socially responsible manner. The University expects its suppliers to share in this commitment and, therefore, has established a **Supplier Code of Conduct**. Vendors should review this Code of Conduct prior to submission of bid. Submission of Bid and signature on this document indicates vendor's acceptance to this policy.

Supplier Code of Conduct: [Purchasing Policy 17.00](#)

CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No contractor or subcontractor employee shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site. Job conduct and responsibilities shall be discussed regularly at sub-contractor meetings.

SMOKE FREE CAMPUS

Smoking is not permitted on any University of Louisville campus. This prohibition includes buildings and all grounds.

SUPPLIER CERTIFICATION

The University of Louisville is committed to conducting its procurement practices in accordance with federal law and regulations and with firms committed to an Equal Employment Opportunity policy. Towards that end the vendor is

requested to review the attached Supplier Certification document and to complete any applicable information regarding conflict-of-interest requirements in the Supplier Certification. The attached Supplier Certification will be incorporated into the final contract/agreement resulting from this bid. Awarded vendors will be required to agree to and comply with the applicable provisions of the Supplier Certification when conducting business with the University.

FORCE MAJEURE

Neither University nor vendor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or was where such cause was beyond, respectively University's or vendor's reasonable control. Vendor shall, however, make all reasonable efforts to remove or eliminate such as cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

evan.riddell@louisville.edu

University of Louisville

SUPPLIER CERTIFICATION

The following certifications and acknowledgements are applicable as indicated by the particular provision.

The term "Supplier," as used in this document, refers to the entity that is supplying the goods or services to the University of Louisville or one of its affiliated corporations. In related documents, the entity may also be referred to as Bidder, Offeror, Applicant, Proposer, Seller, Second Party, Subcontractor or other similar term.

The term "Contract", as used in this document, refers to the agreement, purchase order, memorandum of understanding, subcontract, subaward, personal services agreement/contract or other similar document specifying the provisions under which the Supplier is providing goods or services to the University of Louisville or one of its affiliated corporations.

The term "UofL affiliated entity" refers to the University of Louisville, the University of Louisville Research Foundation, the University of Louisville Athletic Association, or the University of Louisville Foundation.

1. EQUAL OPPORTUNITY CLAUSE

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity in a twelve-month period)

This Contract is subject to the requirements of Executive Orders 11246 and 11375 and the rules and regulations of the U.S. Secretary of Labor (41 CFR Chapter 60) in promoting Equal Opportunities.

During the performance of this Contract the Supplier agrees as follows:

- a. Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. 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. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

- b. Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- c. Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- e. Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Affirmative Action Office for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and Supplier may be declared ineligible for further Government contracts in accordance with the procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. Supplier will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the Government or Buyer may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interests of the United States.¹

2. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11701 and the regulations of the U.S. Secretary of Labor (41 CFR Chapter 60, Part 60-250) in promoting employment opportunities for disabled and Vietnam veterans.

During the performance of this contract or purchase order, Supplier agrees as follows:

- a. To provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era. The Supplier also agrees that all suitable employment openings of the Supplier which exist at the time of execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Supplier other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State Employment Service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: provided, that if the Contract or purchase order is for less than \$10,000 or if it is with a state or local government, the reports set forth in Paragraphs (c) and (d) of this clause are not required.
- b. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal

¹ For federally-assisted construction contracts, the Supplier further agrees that it shall comply with the requirements of 41 CFR 60-1.4(b), which is specifically incorporated by reference herein.

obligations which attach to the placing of a bona fide job order, including the acceptance of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Supplier from any requirements in Executive Order or regulations regarding nondiscrimination in employment.

- c. The reports required by Paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or where the Supplier has more than one establishment in a state, with the central office of the state employment service. Such reports shall indicate for each establishment (1) the number of individuals who were hired during the reporting period; (2) the number of those hired who were disabled veterans; and (3) the number who were nondisabled veterans of the Vietnam era.
- d. The Supplier shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract or purchase order. The Supplier shall maintain copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the University's Affirmative Action Office.
- e. Whenever the Supplier becomes contractually bound to the listing provisions of this clause, he shall advise the employment service system in each state wherein he has establishments of the name and location of each such establishment in the state. As long as the Supplier is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts or purchase orders. The Supplier may advise the state system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. This clause does not apply to openings which the Supplier proposed to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause:
 - 1. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical, and executive administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the Supplier proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. Under the most compelling circumstances an employment opening may not be suitable for listing, including the situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government
 - 2. "Appropriate office of the state employment service system" means the local office of the federal-state national system or public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - 3. "Openings which the Supplier proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Supplier's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Supplier proposes to fill from regularly established "recall" or "rehire" lists.
 - 4. "Openings which the Supplier proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the Supplier proposes to fill from union

halls, which is part of the customary and traditional hiring relationship which exists between the Supplier and representatives of his employees.

5. “Disabled veteran” means a person entitled to disability compensation under the law administered by the Veterans’ Administration for disability rates at 30 per centum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.
6. “Veterans of the Vietnam era” means a person (1) who (i) served on active duty for a period of more than 180 days, any part of which occurred after August 05, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after August 05, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

3. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11246 and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-1.8) prohibiting segregated facilities based upon race, color, religion, sex or national origin.

The undersigned Supplier certifies to the University of Louisville and the Federal Government agencies with which it contracts that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit the employees to perform their services at any location under his control where segregated facilities are maintained. Supplier certifies further that he will not maintain or provide for his employment any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned bidder, offerer, applicant, supplier, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

4. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.5) to promote the employment and advancement of qualified handicapped individuals.

During the performance of this Contract, Supplier agrees as follows:

a. that it will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the contractor including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

b. that it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

c. that in the event of noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

d. that it will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

e. that it will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f. that it will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

This Contract is subject to the requirements of Executive Order 11758, section 503 of the Rehabilitation Act of 1973, as amended, and the regulations of the U.S. Secretary of Labor (41 CFR Part 60-741.40) in promoting affirmative action in Employment of the Handicapped. Supplier agrees to conform to its requirements as outlined in 41 CFR Part 60-741.44.

Furthermore, Supplier agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 60-2.1.

6. FILING CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has filed or will file the necessary compliance reports, including Standard Form 100 (EEO-1) where and when required by law and applicable regulations, including, without limitation, the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and regulations in 41 CFR 60-1.7. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers. The Supplier agrees to submit a copy of his Affirmative Action Program to the Affirmative Action Office, University of Louisville, within 30 days after the award to him of a Contract. Subsequent reports shall be submitted annually in accordance with 41 CFR 60-1.7(a)(1).

7. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing 50 or more employees and exceeding \$50,000 in Contracts with a UofL affiliated entity)

Supplier has developed, is maintaining, and will continue to maintain the written affirmative action compliance program to guarantee equal employment opportunity to minority groups required by applicable laws and regulations, including, without limitations, those appearing in 41 CFR 60-1.40. Supplier further agrees that it shall require similar certification and filing from its nonexempt subcontractors and suppliers.²

8. ADMINISTRATIVE, CONTRACTUAL, LEGAL REMEDIES

(Applicable to federally funded Contracts exceeding \$150,000 [or a higher threshold if the \$150,000 is adjusted for inflation as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council])

Supplier acknowledges that the applicable UofL affiliated entity may impose sanctions or penalties on the Supplier for violation of terms of the Contract or breach of contract including violation of applicable regulations, other applicable provisions of law, or any directive or instruction from the UofL affiliated entity or the federal entity providing the funding. The UofL affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any UofL affiliated entity. In determining the appropriate sanction and/or penalty, the UofL affiliated entity will consider previous violations, potential harm to the project for which the goods or services are being provided, and any other relevant factors. The Supplier will be notified in writing of the intent to sanction and/or penalize and will have 10 business days from the date of receipt of the notice to submit a written response. The response will be reviewed and a final decision will be communicated in writing to the Supplier. These sanctions or penalties do not preclude the UofL affiliated entity, nor the Supplier, from pursuing any other alternate dispute resolution or legal remedy to which either may be entitled under law or regulation.

9. DAVIS BACON ACT

² Nonconstruction contractors should refer to 41 CFR Part 60-2 for specific affirmative action requirements. Construction contractors should refer to 41 CFR Part 60-4 for specific affirmative action requirements.

(Applicable to federally funded construction projects exceeding \$2,000)

Supplier agrees to pay wages to mechanics and laborers at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Supplier agrees to pay wages and meet the other requirements as specified by Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5). Supplier acknowledges that the UofL affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to federally funded Contracts exceeding \$100,000 which involves the employment of mechanics and laborers)

Supplier agrees to pay salaries and wages in accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5.) Supplier acknowledges that such requirements include computation of wages of a standard work week of 40 hours for every mechanic and laborer and that work in excess of the standard work week is permissible provided the worker is compensated at a rate no less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to federally funded Contracts exceeding \$150,000)

Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Supplier acknowledges the requirement to report any violations with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the UofL affiliated entity of any such violations.

12. TERMINATION

(Applicable to federally funded Contracts exceeding \$10,000)

The UofL affiliated entity shall have the right to terminate/cancel this Contract at any time upon thirty (30) days' written notice to the Supplier. The UofL affiliated entity shall pay Supplier for termination costs as allowable under OMB Circular A-21 or 2 CFR Part 200 as applicable.

13. LOBBYING/ANTI-KICK BACK

Copeland Anti-Kick Back Act:

(Applicable to any federally funded Contracts or funded by a federal loan)

The Supplier agrees to 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 Supplier, Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is otherwise entitled.

Certification Governing Lobbying:

(Applicable to federally funded Contracts exceeding \$100,000)

The Supplier certifies to the best of his/her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Supplier, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, , the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Supplier shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the UofL affiliated entity.
- 3) The Supplier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. ACCESS TO RECORDS

(Applicable to any federally funded Contracts)

The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice by the UofL affiliated entity and during normal business hours, Supplier's physical facilities, and all books, records, and documents of any kind pertaining to this Contract or Supplier's performance of supplying the goods or services provided by this Contract. Supplier agrees to provide copies of any records, receipts, accounts or other documentation to the UofL affiliated entity in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

15. AUDITS

(Applicable to any federally funded Contracts)

Supplier assures UofL affiliated entity that it complies with either A-133 or the applicable provisions of 2 CFR Part F Audit Requirements (§200.500-200.520) applicable to assurances from subawards/subcontracts and that it will notify the UofL affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The UofL affiliated entity reserves the right to inspect, upon reasonable advance notice and during normal business hours, Supplier's physical facilities used to provide the Services undertaken under this Agreement, and all books, records, and documents of any kind pertaining to the provision of the Services provided under this Agreement. Supplier agrees to provide copies of any records, receipts, accounts or other documentation in a timely fashion as reasonably requested by the UofL affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles

(GAAP) relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

This Supplier Certification is hereby incorporated into the applicable Contract with you. Your signature on the Contract, acceptance of the Contract/purchase order, acceptance of payment, or other form of acceptance/acknowledgement (e.g. continuing business relationship) with a UofL affiliated entity indicates your agreement to and acceptance of the applicable provisions. No counteroffer or provision of alternate terms and conditions is accepted by the UofL affiliated entity. Any changes must be agreed to in a signed separate writing specifically addressing the particular provision(s)

UNIVERSITY OF LOUISVILLE
Bidders Qualifications

1. Purpose

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires that a contract be awarded to the lowest responsive and responsible bidder whose bid offers the best value. KRS 45A.070(6) defines "Responsible bidder or offeror "as" a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance," and "Best value" as "a Procurement in which the decision is based on the primary objective of meeting the specific business requirements and best interests of the Commonwealth." The information requested in this document is to be used to evaluate the "responsibility" by verifying the apparent low bidder:

- (a) Has adequate financial resources (in working capital and bonding capacity) in relation to the scope and dollar amount of the project or the ability to secure such resources;
- (b) Has the experience, organization, technical qualification, available personnel resources, and has or can acquire the equipment necessary to perform the scope of work bid;
- (c) Is able to comply with the required performance schedule or completion date, taking into account existing commitments (i.e. capacity); and
- (d) Has a satisfactory record of performance, integrity, judgment and skills to complete the project bid.

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

2. Application Submittal

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

3. Insurance Requirements

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

*NOTE: Pursuant to KRS 45A. 110, except as otherwise provided under the Open Records Act and any other applicable law, the Bidder has the right of nondisclosure to the public of certain information required by this submittal. If the Bidder wishes nondisclosure of certain information, he/she shall enclose the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document. If this is not done, he/she waives the right of nondisclosure of this information and the signing of the Bid Proposal shall constitute written waiver of that right.

University Personnel and University Consultants will use this form and any other requested additional information to determine the responsefullness of the apparent low bidder and sub-contractors.

1. Name of Firm _____
Street Address _____
City, State, Zip _____
County _____
Business Phone (____) _____ Telefax (____) _____
2. Mailing Address _____
City, State, Zip _____
3. Contact Person _____
4. Type of Firm Corporation Partnership
 Sole Proprietorship Individual
 Joint Venture Other (Explain)
5. How many years has the firm been in business? ___years _____months
 - Has this business operated under any other name? ___Yes _____No
If yes what Other names: _____
6. If your firm is a corporation, provide the following:
 - Date of incorporation _____ State of incorporation _____
 - States where corporation is authorized to conduct business _____
 - **Attach proof that your firm is in good standing and registered with the Kentucky Secretary of State.**
7. If your firm is an individual or partnership, provide the following:
 - Date of organization: _____
 - If a partnership, is it limited or general? _____

 - Name and address of all partners and specify their respective partnership participation, i.e., limited, general, managing.

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

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

(use additional pages if required)

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

<u>Name of Person</u>	<u>Position/title</u>	<u>% Ownership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. In the past five years, has the firm ever been fined for violating state or federal safety or environmental laws? _____Yes _____No If yes, attach an explanation.

12. Has any key person with the firm ever been convicted of any state or federal crime (excluding traffic violations), including but not limited to embezzlement, theft, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations or bid-rigging? _____Yes____
_No If yes, attach an explanation.

13. Has a civil court issued a judgment of \$10,000 or more against the firm in the past five years?
_____Yes ____No If yes, attach an explanation.

14. Is the firm currently a party to a pending lawsuit with a potential damage alleged of \$10,000 or more? _____Yes _____No If yes, attach an explanation.

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

16. Performance and Payment Bonds will be issued by:

Surety Company Name _____

Street Address _____

City, State, Zip _____

Phone Number () _____ Fax () _____

Local Bond Agency _____

Kentucky Licensed Agent _____

Street Address _____

City, State, Zip _____

Phone Number () _____ Fax () _____

17. Current level of bonding capacity authorized by the surety.

Single Limit \$ _____ Aggregate Limit \$ _____

18. Bank Reference

Bank Name _____

Street Address _____

City, State, Zip _____

Phone Number () _____ Fax () _____

Contact Person _____

19. Provide your company's **Experience Modification Rating (EMR)**: _____

Attach proof of your EMR to this document.

20. VENDOR REPORT OF PRIOR VIOLATIONS ON CONSTRUCTION PROJECTS

This form is applicable to all bid construction projects issued by the University of Louisville Procurement Services in accordance with KRS 45A.080.

The **Prime Bidder** on any construction sealed bid **shall** complete and provide a signed and notarized form with the required information.

All subcontractors for the best evaluated Prime Bidder shall also provide a signed and notarized form with the required information attached through the Prime Bidder to University within five (5) calendar days of the bid opening date. **The Prime Bidder shall provide copies of this form to the subcontractors for their execution.**

The information required is specifically - **any final determination(s) of violations within the last five (5) calendar years of the following:**

1. Violations of KRS Chapter 136 (Corporation and Utility Taxes);
2. Violations of KRS Chapter 139 (Sales and Use Taxes);
3. Violations of KRS Chapter 141 (Income Taxes);
4. Violations of KRS Chapter 337 (Wages and Hours);
5. Violations of KRS Chapter 338 (Occupational Safety and Health of Employees);
6. Violations of KRS Chapter 341 (Unemployment Insurance);

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Notary Public

Additional Project Information

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

Name of Manager _____ Title _____

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

Name of Project Manager _____
 Title _____

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

Name of Project Superintendent _____ Title _____

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

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

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

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

Spec. Section	"O" or "S"	Spec. Section	"O" or "S"	Spec. Section	"O" or "S"
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

8. What percentage of the total work do you estimate will be performed with your own work force?
___%

9. How long has the firm been engaged in the type contracting required by this project?
___ Years ____ Months

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

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

B. Project Title _____ Owner _____
Contract Amount _____ Completion date _____
Owner Phone Number () _____ Fax () _____
Name of Owner Contact _____
Architect/Engineer _____ Phone No.() _____

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

C. Project Title_____Owner_____

Contract Amount_____Completion date_____

Owner Phone Number ()_____Fax ()_____

Name of Owner Contact_____

Architect/Engineer_____Phone No.()_____

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

D. Project Title_____Owner_____

Contract Amount_____Completion date_____

Owner Phone Number ()_____Fax ()_____

Name of Owner Contact_____

Architect/Engineer_____Phone No.()_____

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

E. Project Title_____Owner_____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

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

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

A. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

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

B. Project Title _____ Owner _____

Contract Amount _____ Completion date _____

Owner Phone Number () _____ Fax () _____

Name of Owner Contact _____

Architect/Engineer _____ Phone No.() _____

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

C. Project Title_____Owner_____

Contract Amount_____Completion date_____

Owner Phone Number ()_____Fax ()_____

Name of Owner Contact_____

Architect/Engineer_____Phone No.()_____

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

D. Project Title_____Owner_____

Contract Amount_____Completion date_____

Owner Phone Number ()_____Fax ()_____

Name of Owner Contact_____

Architect/Engineer_____Phone No.()_____

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

E. Project Title_____Owner_____

Contract Amount_____Completion date_____

Owner Phone Number ()_____Fax ()_____

Name of Owner Contact_____

Architect/Engineer _____ Phone No.() _____

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

Certification and Signature:

I hereby certify that I am an authorized principal of the firm and I:

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

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

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

Signature _____
Name _____
Title _____

State of _____)
County of _____)

Subscribed and sworn to before me on this _____ day of _____, 2024, by
_____, _____ acting for and on behalf of
(name) (office held)
_____.
(firm)

Notary Public _____, Kentucky
My Commission expires _____

University of --- Louisville

FORM OF PROPOSAL

This Form of Proposal shall be used in submitting a proposal for the work. Copies will be furnished upon request by the authority issuing the Contract Documents.

THIS PROPOSAL SUBMITTED BY _____

(Name and Address of Bidder)

DATE: _____, TELEPHONE: _____

TO: **If by U.S. Mail Service:**

**University of Louisville
Procurement Services
Belknap Campus
Room 101, Service Complex
2215 S. Brook Street
Louisville, Kentucky 40202**

OR

If by Courier or Overnight Carrier Service:

**University of Louisville
Procurement Services
Belknap Campus
Room 101, Service Complex
2215 S. Brook Street
Louisville, Kentucky 40202**

GENTLEMEN:

The Bidder, in compliance with your **Invitation to Bid No. IB-035-24** and having carefully examined all Bid Documents herein, including the specifications for the work as prepared by the University and their consultants hereby proposes to furnish all labor, materials, equipment, services and supervision required to perform specifics of the scope, within the time set forth therein and for the stated LUMP SUM BID Amount.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

(IF NONE HAS BEEN ISSUED AND RECEIVED, INSERT THE WORD, NONE.)

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I HEREBY CERTIFY:

121. 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 and employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
122. That the submitted bid or bids 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 Request for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS45A.325;
123. 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, 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.
124. That the bidder is legally entitled to enter into the contract with the Commonwealth 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;
125. This offer is for **Sixty (60)** calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the Division of Engineering and Contract Administration of any or all items bid above, a contract shall thereby be created with respect to the items accepted;
126. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Official Bid Document including Bid Amount.
127. 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 bidder. Will comply with Executive Order 11256 and will execute the "Supplier Certification" as requested.
128. That the bidder is not debarred from doing business with federal agencies and that, if debarred during the life of the contract, the bidder will notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment.
129. 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.
130. 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 MAY INVALIDATE BID

SIGNED BY: _____ NAME/TITLE _____

FIRM: _____ EMAIL: _____

ADDRESS: _____

DATE _____

CITY STATE ZIP CODE

PHONE _____ FAX _____

Dunn & Bradstreet number: _____

University of Louisville

FORM OF PROPOSAL

LUMP SUM BID

Provide the lump sum quote below and attach itemized pricing for all labor and materials on a separate page.

The Bidder, in compliance with the **Invitation to Bid (IB-035-24)** and having carefully examined the complete Bid Documents, as well as the Specifications for the work as prepared, and any addenda, hereby proposes to furnish all labor, materials, equipment, services and supervision required to perform specifics of the Bid Documents, within the time set forth therein and for the stated LUMP SUM BID amounts. Bids will be evaluated by the combination of the below amounts which provide the best value to the University and other criteria as listed in these bid documents. The decision to include add alternates will be at the University's discretion and will be based upon the budget requirements for the project. As such, any combination of the below add alternates may be used to determine the low bidder.

Base Bid Lump Sum – School of Medicine Tower 55A:

Dollars

(USE WORDS)

_____ Cents
(USE WORDS)

\$ _____
(USE FIGURES)

Base Bid Lump Sum – Health Sciences Building 55B:

Dollars

(USE WORDS)

_____ Cents
(USE WORDS)

\$ _____
(USE FIGURES)

Total Base Bid 55A and 55B:

Dollars

(USE WORDS)

_____ Cents
(USE WORDS)

\$ _____
(USE FIGURES)

MBE/WBE SUBCONTRACTOR/SUPPLIER FORM

does commit itself that on Invitation to Bid IB-035-24:

The Bidder agrees to furnish information required by the University of Louisville to indicate the Minority and Woman-Owned Business which it intends to utilize. Breach of this commitment constitutes breach of the Bidder's contract if awarded.

Name of Business	MBE WBE	Telephone Number	Type of Business	Dollar Value for Project	Percent

The undersigned will enter into a formal agreement with the minority or woman-owned business firms for work listed in this schedule conditioned upon execution of a contract with the University of Louisville.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect/Engineer must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document or the bid will be deemed non-responsive.

NAME OF AUTHORIZED OFFICER

Date

TITLE

Date

E SIGNATURE_____

FORM OF PROPOSAL RECORD OF MBE/WBE SOLICITATION

certifies that the following Minority/Women-Owned

firms were contacted to solicit pricing as subcontractors/suppliers for Invitation to Bid No. **IB-035-24**

Name of Business	MBE WBE	Work Items Solicited	Result: No response/Bid Too High

The above firms were not selected for use on this project for the reasons stated in the RESULT column.

Signature Date

Title

FORM OF PROPOSAL

SUPPLIER DIVERSITY AND PROCUREMENT

The University is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Minority and Woman-Owned Business Enterprises (MWBE) consist of minority, women, disabled, veteran, and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons. The University expects its suppliers to support and assist in this effort.

Among the University's goals for MWBE participation in procurement are:

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

For additional information regarding how diverse suppliers may participate in this Bid, submit any questions to the Contract Administrator of record (Evan Riddell - evan.riddell@louisville.edu) by the deadline for written questions date.

DEMOGRAPHIC INFORMATION

Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as a small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to this bid submission.
6. Bidder shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the Contractor employs as well as a description of Contractor's efforts to do business with Minority and Woman-Owned Business Enterprises as they conduct their own business. In addition, please indicate the diverse nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)
	Minority Owned (only)
	Veteran Owned and Small Business
	Minority and Woman and Small Business
	Minority and Woman and Veteran-Owned Business
	Minority and Veteran and Small Business
	Woman and Veteran and Small Business
	Minority and Woman and Veteran-Owned Small Business
	Woman Owned (only)
	Small Business (only)
	Veteran Owned (only)
	Minority and Woman Owned
	Minority and Small Business
	Minority and Veteran-Owned
	Woman Owned and Small Business
	Woman and Veteran-Owned
	Diversity not indicated

Owner Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

GENERAL CONDITIONS

UNIVERSITY OF LOUISVILLE

PROCUREMENT SERVICES DEPARTMENT

LOUISVILLE, KENTUCKY 40292

ARTICLE 1 - GENERAL CONDITIONS

These general conditions apply to each section of the specifications and are binding upon the Contractor and all subcontractors as each are subject to the provisions contained herein.

These general conditions are intended to define and establish certain rules and provisions of the contract governing the operation so that the work may be continued and be completed in an orderly, expeditious and workman like manner.

These general conditions, together with the specification and contract documents, shall further establish the standards of material and workmanship for the "work".

ARTICLE 2 - DEFINITIONS

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:

The term **OWNER** as used throughout the specifications and contract documents means the University of Louisville, represented by **Bashera Shaik/Glen Todd – Physical Plant Department**.

ARCHITECT means the person, company or corporation, Owner, architect, or other consultant, named in the contract documents.

CONTRACTOR means the person, company or corporation with whom the Owner has executed a contract

SUBCONTRACTOR means the person, company or corporation having a direct contract with the Trade Contractor for the performance of a part of the work.

CONTRACT means the bid offer of the Contractor as officially accepted by the Owner, evidenced by the "Letter of Intended Acceptance", executed Owner/Contractor agreement of contract, and the executed Finance encumbrance document, entitled "Purchase Contract".

CONTRACT DOCUMENTS means the agreement between the Owner and Contractor, the Payment and Performance Bond, the general, supplemental and special conditions, the drawings, the specifications, the scope of work, all addenda and modifications and change orders issued after execution of the contract. The contract documents complement each other; whatever is required by one shall be as binding as if required by all.

WORK means and comprises the completed construction required by the contract documents. It includes labor, material, equipment, supplies, superintendency, plant, and equipment to perform and complete the contract in an expeditious, orderly and workmanlike manner.

CONTRACT AMOUNT means the sum stated in the contract including any authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the work under the contract documents.

WORK ORDER means a written notice by the Owner to the Contractor, authorizing the Contractor to commence work under the contract and establishing the beginning date.

CONTRACT COMPLETION TIME means the number of calendar days to complete the work as specified in the contract documents.

CALENDAR DAY means a day of twenty-four hours measured from midnight to the next midnight.

CHANGE ORDER means a written order to the Contractor signed by the Owner, issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

SHOP DRAWINGS means drawing, diagrams, schedules, and other data specially prepared for the work by the Contractor or any subcontractor manufacturer, supplier, or distributor to illustrate some portion of the work.

WRITTEN ORDER means a field order issued by the architect which clarified or interprets the contract documents, or orders minor changes in the work which does not require a change order.

ARTICLE 3 - THE ARCHITECT/ENGINEER

Walker Architects will advise and consult with the Owner. The Owner's instructions to the General Contractor shall be forwarded through the consultant.

The architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the contract documents. On the basis of his on-site inspection observations, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor.

The architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

The architect will be the sole interpreter of the requirements of the contract documents and the judge of the performance thereunder by the Contractor.

Claims, disputes, and other matters in questions that arise relating to the execution or progress of the work shall be referred initially to the Architect/Engineer for decision, which he will render in writing within a reasonable time.

The architect will have authority to reject work which does not conform to the contract documents.

The architect will review and approve, or take other appropriate action upon Contractor's submittal, such as shop drawings, product data, and samples, but only for conformance with the design concept of the work, and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The architect will review change orders, and authorize minor changes in the work, not involving extra cost and time extension, provided the changes are consistent with the purpose of the work.

The architect will conduct inspections to determine the dates of substantial completion and final completion; will receive and forward to the Owner for the Owner's review, written warranties and related documents required by the contract and assembled by the Contractor.

ARTICLE 4 - WORK REASONABLY INFERRED AND DISCREPANCIES

The Contractor shall make a thorough examination of the site(s) and study all drawings and specifications and all conditions relating to the erection of the work. Materials or labor evidently necessary for the proper and complete execution of the work, which are not specifically mentioned although reasonably inferred there from, shall be included in the work.

The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. Anything called for in the specifications and not shown on the drawings or shown on the drawings and not called for in the specifications, shall be included in the Contractor's work, the same as if included in both. In the event of a doubt arising as to the true intent and meaning of the drawings and specifications, the Contractor shall report it at once to the architect. The architect shall furnish, with reasonable promptness, additional instructions, by means of drawings or otherwise, 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 Contractor shall do no work without proper drawings and instructions. The architect shall be responsible for interpretation of the documents. The architect's decision regarding compliance with plans and specifications in the case of conflicts shall be final and binding.

ARTICLE 5 - SHOP DRAWING SCHEDULE

The Contractor shall submit a schedule to the architect prior to the submittal of the firm's first application for payment, fixing the dates for the submission of shop drawings.

ARTICLE 6 - SHOP DRAWING SUBMITTALS

The Contractor shall review, approve, and submit shop drawings in accordance with the approved schedule as herein detailed. By approving and submitting shop drawings, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

The Contractor shall submit adequate shop drawings required for the work and the architect will review and approve, with reasonable promptness, shop drawing and samples, or return for corrections as required. 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.

The Contractor shall make any corrections required by the architect for compliance to the contract and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The Contractor shall direct specific attention, in writing, or on resubmitted shop drawings, to revisions other than the corrections called for by the architect on previous submissions. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and architect that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog number, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

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 architect. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the architect.

The architect's approval of shop drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the contract documents unless the Contractor has in writing called the architect's

attention to such deviation at the time of submission and the architect has given written approval to the specific deviation, nor shall any approval by the architect relieve the Contractor from responsibility for errors or omissions in the shop drawings.

ARTICLE 7 – PLANS, DRAWINGS & SPECIFICATIONS

The Contractor shall keep one copy of all drawings and specifications on the site, in good order, available to the architect and/or his representatives.

All drawings, specifications, and copies thereof, furnished by the architect, are the property of the University of Louisville. They are not to be used on other work.

ARTICLE 8 - MATERIALS, APPLIANCES, AND EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, temporary heat, hoist, supplies, appliances, transportation, and other facilities necessary for the execution and completion of the work. In the event the Owner elects to make available the electric power, at no cost to the contractor for construction purposes, it shall not be utilized as a means for temporary heat.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and subcontractors and shall not employ on the work any person not skilled in the work assigned to him.

ARTICLE 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof. However, the foregoing shall apply to the Owner in lieu of the Contractor in the event that a particular process or the product of a particular manufacturer is specified.

ARTICLE 10 - SURVEYS, PERMITS AND REGULATIONS

The Owner will furnish only such surveys as included in the contract. Approvals, assessments, and easements for permanent structures or permanent changes in existing facilities and utility tap-on fee shall be secured and paid for by the Owner, unless otherwise specified. Building, sewer, water, and similar types of permits, where required by local ordinances, shall be obtained and paid for by the Contractor. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, codes, rules and regulations bearing on the conduct of the work as drawn and specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY, EMPLOYEES AND PUBLIC

The Contractor shall continuously maintain adequate protection of all his completed work and materials delivered from damage and shall protect the Owner's property from injury or loss arising in connection with this contract, until final acceptance of the work. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the contract documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

The Contractor shall designate a responsible member of his organization, on the work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Architect by the Contractor.

In an emergency affecting the safety of life, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the architect or Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. The Contractor shall immediately inform the University Department of Public Safety (852-6111).

CONSTRUCTION AND SAFETY DEVICES

The General Contractor shall provide safety controls for protection of the life and health of employees and visitors. The General Contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the General Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards (29 CFR 1926 as adopted by 803 KAR 2:400 through 2:425) 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.

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

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

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

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

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

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.

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

ARTICLE 12 - INSPECTION OF WORK

The Owner, the architect, and their representative shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The architect shall be given timely notification in order to arrange for proper inspection of any work performed outside of the normal working day or week.

If the specifications, the architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the architect timely notice of its readiness for inspection. Inspections by the architect shall be made promptly.

If any portion of the work should be covered contrary to the request of the architect, or to requirements specifically expressed in the contract documents, it must, if required in writing by the architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

If any other portion of the work has been covered, which the architect has not specifically requested to observe prior to being covered, the architect, with the Owner's approval, may request to see such work and it shall be uncovered by the Contractor. If such work be found not in accordance with the contract documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner, or a separate Contractor employed by the Owner, in which event the Owner shall be responsible for the payment of such costs.

ARTICLE 13 - INSPECTION AND TESTING OF MATERIALS

Unless specially noted as being provided by the Owner. All inspection and testing costs required by the contract documents shall be paid for by the Contractor with the following exceptions:

All test costs required beyond the initial test to verify the requirements of the contract documents shall be paid by the Contractor of record. The Owner will not pay costs for retesting required for incorrect work or materials.

ARTICLE 14 - SUPERINTENDENT - SUPERVISION

A qualified superintendent and any necessary assistants shall be maintained on the work site and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor and all instructions given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate work of all the subcontractors.

The superintendent shall not be changed unless he proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Contractor shall give timely notice to the Owner of a change in the superintendent and a reasonable explanation for the change.

ARTICLE 15 - CHANGES IN THE WORK

The Owner, without invalidating the contract, may as the need arises, order changes in the work by deletion or modification. All such changes to the work shall be authorized by change order and be executed under the conditions of the original contract. The Multi-Part hard copy Change Order form for Construction and Renovation projects has

been discontinued and has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms> Contract amount and time of completion shall be adjusted at the time of ordering such change. The value of any such change in work shall be determined in one or more of the following methods:

- A. By mutual acceptance of a lump sum.
- B. By unit prices named in the contract or subsequently agreed upon. Under either method, proposals for change in work shall be accompanied by a complete itemization of net costs for labor and materials, including the work of all subcontractors. In no case will a change be approved without such detailed itemization.

If the then existing circumstances indicate the impracticability or impossibility of proceeding under either of the above methods, the Owner may direct the Contractor to proceed with the change in the work, for which the Contractor shall be paid the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. The Contractor shall keep and present in such form as the Owner may direct, a correct amount of all items comprising the net cost of such work, together with vouchers, including the cost to the Contractor of all labor, common and skilled, foremen, and the fair rental of all machinery together with reasonable transportation cost of machinery not on the site.

In any event, it is agreed and understood that the total payment for any change order as contemplated herein shall not exceed fifteen percent (15%) of the the actual net cost of the change of work as defined within (the "General Overhead Cap"). It is further agreed and understood that said General Overhead Cap constitutes the exclusive cost for general overhead for work performed by either the general Contractor and/or their contracted sub-contractor.

In the case of the work being performed solely by a Subcontractor, the Contractor shall not allocate more than one third of the General Overhead Cap (1/3 of the 15% or 5%), for the Subcontractor's portion of the specified change of work.

The Contractor shall not include in the net cost of change of work any cost or rental of small tools, or any portion of the time of the Contractor or his superintendent, or any allowance for the use of capital, insurance or bond premium, or any actual or anticipated profit, or job or office overhead not previously mentioned, these items being considered as being covered under the added amount for general overhead. Pending final determination of value, partial payments on account of changes in work may be made on recommendation of architect.

The architect may authorize minor changes in the work, not involving extra cost and time extension, provided the changes are not inconsistent with the purpose of the work.

If the Contractor claims that any instructions by the architect involve additional cost and/or time extension, he shall give the architect written notice thereof within a reasonable timeframe after the receipt of such instructions and before proceeding to execute the change in work.

ARTICLE 16 - CONCEALED CONDITIONS

Should concealed conditions encountered in the performance of the work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contract sum and completion times if applicable shall be equitably adjusted by change order upon claim by either party made within five (5) days after the first observance of the conditions.

ARTICLE 17 - DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to correct work damaged, or not done in accordance with the contract, an equitable deduction from the contract price shall be made therefore.

ARTICLE 18 - DELAYS AND EXTENSION OF TIME

It is agreed that time is of the essence for each and every portion of this contract and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority, or allocation order duly issued by the government;
- (b) Unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted 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, fires, floods, epidemics, quarantine restrictions, strikes freight embargoes and unusually severe weather;
- (c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article Provided, further that the Contractor shall, within 48 hours of the occurrence of the event, notify the Owner in writing, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. Any change in the contract time resulting from any such claim shall be incorporated in a change order. An extension of time shall not be construed as cause for extra compensation under the contract.
- (d) Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality and/or the seasons of the year. Normal weather shall be determined based on records for the station of the United States Environmental Data Service show in Article 19 of the General Conditions.

ARTICLE 19 - WEATHER DATA

A. Information and data furnished or referred to below is furnished for the Contractor's information. It is to be expressly understood, however, that the Owner will not be responsible for any interpretation or conclusion drawn there from by the Contractor.

B. Weather Conditions - Information in the tables below was compiled from the records of the National Weather Service at Louisville, Kentucky.

P R E C I P I T A T I O N

MONTH	NORMAL (INCH)	MAXIMUM OF RECORD (IN)	MINIMUM OF RECORD (IN)	24 HOUR MAXIMUM (IN)	AVERAGE NUMBER OF DAYS .1" OR MORE
JAN	3.57	16.65	0.37	2.98	13
FEB	3.26	7.69	0.67	3.40	11
MAR	4.83	10.38	0.99	3.85	13

APR	4.01	9.30	0.79	4.39	13
MAY	4.23	10.84	1.20	3.24	12
JUN	4.25	11.69	1.36	5.88	11

JUL	4.95	10.64	1.83	4.73	11
AUG	3.96	11.18	0.56	3.56	9
SEP	3.28	9.69	0.24	4.35	8

OCT	2.26	6.13	0.33	3.21	8
NOV	3.30	6.87	0.45	2.58	11
DEC	3.78	9.97	0.61	3.77	12

T E M P E R A T U R E

MONTH	NORMAL (DEG F)	MAXIMUM RECORD (DEG F)	MINIMUM of RECORD (DEG F)	AVERAGE NUMBER OF DAYS 32 DEG F OR BELOW
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JAN	31.5	76	-21	11
FEB	34.5	76	-15	7
MAR	43.9	83	-2	1

APR	55.0	88	18	0
MAY	64.3	92	26	0
JUN	72.2	101	39	0

JUL	75.9	103	47	0
AUG	74.9	103	42	0
SEP	68.7	103	35	0

OCT	56.8	91	20	0
NOV	44.9	81	-3	1
DEC	36.1	75	-10	5

C. For the purpose of this Contract, "Unusual Inclement Weather" will be interpreted as those days in excess of the number of days shown in the final column under PRECIPITATION on which rainfall exceeded 0.1 inch and in the final column under temperature on which maximum temperature was below 32 degrees F.

E Request for additional days in construction due to "Unusual Inclement Weather" shall be communicated to the Owner and Owner representative no less than 48 hours after such event occurs. If approved by the Owner the additional days will be incorporated via Change Order to original contract.

ARTICLE 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials rejected by the architect that fail to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the

work in accordance with the contract 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.

ARTICLE 21 - CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from date of the acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness.

ARTICLE 22 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

A. The Owner may terminate the contract for its own convenience when it is determined by the contracting authority that such termination will be in the best interest of the University of Louisville. When it has been determined that a contract should be terminated for the convenience of the University, the contracting authority shall give reasonable written notice and negotiate a fair and just settlement with the Contractor in accordance with published regulations of the Office of Facilities Management.

B. The Contractor shall have the burden of establishing the amount of compensation to which he believes himself to be entitled by the submission of complete and accurate cost data employed in submitting his bid or proposal for the contract, and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination for convenience.

ARTICLE 23 - TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient skilled workmen, adequate equipment, or proper material, or if he should fail without proper cause to make prompt payment to subcontractors, or for material or labor, or persistently disregard laws, ordinances, or the instruction of the architect, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certification by the architect that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice by registered mail of declaration of default, take possession of the premises and all materials and building components thereon, and finish the work in accordance with laws of the Commonwealth.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If any such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the architect.

ARTICLE 24 - SUSPENSION OF WORK

A. The Owner

1. The Owner may, for reasons exclusive of any court order or other types of litigation, suspend the work or any portion thereof for a period of not more than thirty (30) days or such further time as agreed upon by the Contractor without causing termination of the contract. The notice of suspension shall be in writing and shall set forth the reason for the suspension. The written notice shall fix the approximate date on which

work is contemplated to be resumed. The Owner will allow reimbursement of direct job expenses or extension of time, or both, directly attributable to the suspension.

2. In the event the Owner should be prevented or enjoined by court order from proceeding with the work or from authorizing its prosecution, either before or after the award and work order, by reason of any litigation for a period of up to ninety (90) days, the delay shall not constitute cause for termination and the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but the time for completion of work will be extended to such reasonable time as the owner may determine will compensate for time lost by such delay. Such determination to be set forth in writing.

B. The Contractor

If, through no act or fault of the Contractor, the work is suspended for a period of more than thirty (30) days by the Owner, or more than ninety (90) days under an order of court or other public authority, or the architect fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor the sum certified by the architect or awarded by the court within fifteen (15) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the architect, terminate the contract and recover from the Owner payment for all work executed and reasonable expense sustained. In addition and in lieu of terminating the contract, if the architect has failed to act on a request for payment, or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the architect stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, a change order shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

ARTICLE 25 - TIME OF COMPLETION

The Contractor shall begin work and mobilize on site as specified in the contract documents and after having received written notice to proceed by the Owner. He shall carry the work forward expeditiously with adequate forces and management process for achieving completion within the contract time. All time limits stated in the Contract Documents are of the essence to the contract.

The contract time, unless otherwise provided, is the period of time specified in the Contract Documents for final completion as defined hereinafter, including authorized adjustments thereto. See, "Agreement of Contract", for mandatory completion dates and construction time.)

Substantial Completion of the work: Shall mean when the work is sufficiently complete, so that the architect and Owner may inspect the work to determine items requiring correction or completion for final acceptance.

The date of substantial completion shall be that date specified in the "Agreement of Contract".

(1) When the Contractor considers the work is substantially complete, he shall submit a written declaration of his consideration to the architect and a request for an inspection. The declaration and request shall be accompanied by a Contractor prepared list of those items of work still to be completed or corrected. The failure of the Contractor to include any item or items on such list not completed or needing correction shall not alter the responsibility of the Contractor to complete all work in accordance with the contract documents.

(2) The architect shall, within a reasonable time after receipt of notification from the Contractor of declaration of substantial completion and request for inspection, notify the owner of the date for inspection and make the inspection.

(3) If the architect considers the work substantially complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of substantial completion and a list of items to be completed or corrected, and shall fix the time within which the Contractor shall complete the items listed. This time shall not exceed thirty (30) calendar days. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance.

(4) If, after making the inspection, the architect does not consider the work substantially complete, he will notify the Contractor in writing, giving the reasons therefore.

Final Completion - The architect, upon receipt of written notice from the Contractor that the work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when he finds the work completed and acceptable under the contract documents and the contract fully performed, he will so notify the Contractor in writing and promptly certify a final Certificate for Payment to the Owner accompanied by final certificate of occupancy from the Kentucky Department of Building and Housing. If the architect finds the work not complete he shall notify the Contractor and the owner. The Contractor shall then apply every effort to complete the work within the time allotted at the time of substantial completion. If the Contractor fails to complete the work in the time allotted, liquidated damages will be assessed as described in Article 3 of the Agreement of Contract. If additional inspection is required, the Contractor shall reimburse the architect for the time required for this inspection at the architect's established hourly rate.

Beneficial Occupancy - The owner may, should circumstances require, receive beneficial occupancy of the works or parts thereof for the use for which it is intended. Such occupancy shall not occur until after substantial completion. At the time of beneficial occupancy, the owner accepts responsibility for the operation, maintenance, utilities and insurance. The Owner shall notify the architect and the Contractor prior to substantial completion that he will require beneficial occupancy and the Contractor shall provide the Owner at the time of substantial completion a preliminary certificate of occupancy issued by the Kentucky Department of Building and Housing.

The Contract Time is the specified number of consecutive Calendar Days following the commencement of the Work as stated within the "Agreement of Contract" has to complete the Work required by the Contract. The General Contractor shall begin the Work within Ten (10) calendar days of the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The end of the Contract Time shall be the date specified by the Consultant on the 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.

Substantial Completion is defined in Definitions of this article of the general terms and conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owners 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.

The date of Substantial Completion shall be that date as stated in the Agreement of Contract, in accordance with the following procedures, that the Work is sufficiently complete to occupy or utilize as defined above.

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

The Consultant shall, within a reasonable time after receipt of notification from the General Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultants review, the General Contractor shall submit all as built drawings, 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.

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

Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner's personnel in the maintenance and operation of the new installations, the Contractor shall comply with the requirements as specified by the Owner. These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owners Project Manager.

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

Warranty Letters. – The Contractor and their subcontractors and suppliers shall write an official letter on their letterhead stating that their respective scopes have been provided and are warranted in accordance with the contract documents.

Project Close Out. When the Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the Contractor shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the Contractor that the Work is complete and is ready for final inspection and acceptance, will promptly make such inspection and when the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will so notify the Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance ARTICLE 26- PAYMENT TO THE GENERAL CONTRACTOR of these General Conditions. If the Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the Contractor including all architectural, engineering and inspection costs and expenses incurred by the Consultant and the Owner and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

Documents required for closeout (if applicable to the project) but not limited to the following:

1. Digital / PDF documents can be submitted by Flash drive, shared link or drop box.

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2. Table of Contents and contact list of all contractor and vendors with “Company name, Contact person name, phone number and email address.” (Provided to Physical Plant and UPDC)
 3. Hard copy- ‘As Built’ drawings (Full size), Specifications, Shop drawings, Warranties, Permits & Certificates, Test & Balance Report and Operation & Maintenance Manual (O&M) of all equipment installed and related documents (Provided to Physical Plant and UPDC).
(Hard copy of Shop drawings need to be indexed and places in 3-hole punch 8 ½ x 11 / 11x17 size documents and place in folder/s).
 4. Notice of completion and “Certificate of Occupancy.”
 5. Digital / PDF copy of items noted in “Item#2, #3 & #4”.
 6. Digital copy of the “Bound AutoCAD files” for all the drawings. REVIT files for the projects worked in REVIT.
 7. Two (2) hard copies & digital PDF of contractor’s drawings (Provided to Physical Plant and UPDC).
Examples – Sprinkler vendor drawings, structural calculations and drawings, life safety, temperature control drawings, duct drawings, elevators, Lighting Control drawings etc.
 8. Digital / PDF copy, Final Inspection reports. Punch List during a final walk-thru.
 9. Equipment List – Excel Spreadsheet with equipment name, type, manufacture, model, serial number, and location. (Mech, Elec & Plumbing)
 10. Digital copy, Video recordings for maintenance of new equipment installed for Maintenance Personnel.
 11. PDF of Fire Alarm System: Record of Completion
 12. PDF of Panel Schedule Ledger (Panel name, Circuit Number, Load Description)
 13. PDF of Elevator package
 14. Leftover paint for future touch up. List of Paint colors, Brand, Color, Finish type, Paint type etc.
 15. Color samples of Interior finishes.

ARTICLE 26- PAYMENT TO THE GENERAL CONTRACOR

Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed schedule of values of the work divided so as to facilitate payment and correlated to the schedule required within General Conditions of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractors applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. A progress schedule shall also be submitted with each payment application. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

Payments on account of this Contract shall be made monthly as Work progresses. The General Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor (including certified payrolls and or payment affidavits), including payments to all tiered Sub-Contractors for labor (including certified payrolls and or payment affidavits) and materials. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents except the final payment shall be submitted in whole dollar amounts. All payment applications from the General Contractor shall include line items for overhead profit and general condition costs. The Multi-Part hard copy Invoice form for Construction and Renovation projects has been discontinued and

has been replaced with an electronic PDF version of the same document. This form can be found at the Department of Purchasing website <http://louisville.edu/purchasing/forms>. All payment applications must be approved and signed by the University consultant and Owner.

Effective 7-1-13: Per Article 17 of Instructions to Bidders, Monthly Employment Utilization Reports (EUR) are required to be submitted with monthly pay submission/requests to the University of Louisville by the prime contractor if contracts are in excess of \$10,000 or more. Prime contractor must ensure subcontractors comply with these same requirements. EUR form is available at <http://louisville.edu/purchasing/forms>. Failure to submit EUR for work performed may delay payments from the University without penalty.

The Consultant shall within ten (10) Business Days after receipt of each application for payment, shall certify approval of payment in writing to the Owner and present the application to the Owner or return the application to the General Contractor indicating in writing its reasons for refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the Consultant, will issue payment on or within forty five (45) Business Days from the date received from the Consultant. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the General Contractor must furnish the following:

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

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

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

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

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

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

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

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

Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so

as to facilitate payment and correlated to the schedule required within General Conditions of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractors applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

Retainage — The Owner will retain ten percent (10%) of the General Contractor's progress payments until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in 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 CPM 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 cover the uncompleted Work. Retainage reduction as provided for in this Article is contingent upon the General Contractor and/or Subcontractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents

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:

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

If the Owner has been required to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

If the General Contractor has failed to perform any of its obligations under the Contract, or

Failure of the General Contractor to make payments 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;

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

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

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

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

The General Contractor shall promptly pay each Sub-contractor and material supplier upon receipt of payment from the Owner the amount to which said Sub-contractor and supplier is entitled, reflecting the percentage actually

retained from payments to the General Contractor on account of such Sub-contractor's work. The General Contractor shall, by an appropriate Agreement with each Sub-contractor and material supplier, require each Sub-contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

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

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

ARTICLE 27 – CONTRACTOR'S PAYMENT TO SUBCONTRACTOR

The Contractor shall promptly pay each subcontractor upon receipt of payment from the Owner the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of each subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to his subcontractors in similar manner.

The architect may, on request, furnish to any subcontractor, information regarding the percentage of completion of the amounts applied for by the Contractor and the action thereon by the architect.

Neither the Owner nor the architect shall have any obligation to make payment to any subcontractor except as may otherwise be required by law.

ARTICLE 28 - USE OF COMPLETED PORTIONS

N/A

ARTICLE 29 - INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the architect and their agents and employees from and against all claims, damages, loss and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily 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 Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the Owner, the architect or any of their agents or employees by any employee of the Contractor, any subcontractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 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 Contractor any subcontractor under workmen's compensation acts, disability benefit acts or other employee acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the architect, 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 architect his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 30 - INSURANCE

Before the Contractor becomes entitled to any rights under this contract and prior to taking any action under this contract, Contractor shall have a Certificate of Insurance for Contractor's in-force insurances issued to the owner for the following policies and limits

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
Commercial General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
Workers Compensation	Statutory Limits – Kentucky and the state(s) of domicile of the Contractor and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000.00 (each employee, each accident and policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverage.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Contractor and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

ARTICLE 31 - BUILDERS RISK INSURANCE

The Contractor shall procure and maintain builders risk insurance to cover "all risk" perils on a completed value form in an amount of protection of not less than 100% of the Contract amount. Contractor shall provide a copy of the policy and proof of insurance to the Owner prior to commencement of the work.

ARTICLE 32 - GUARANTY BONDS

Contractor shall furnish a performance and payment bond(s) in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract and the payment of all persons performing labor on the project under the contract and furnishing materials, equipment or supplies in connection with the contract, including security for the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

The performance and payment bond(s) 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 agent resident of Kentucky. The surety company must have an AM Best rating of "A-" or higher and be "Treasury Listed". Bonds shall not expire until the specified warranty period required by the contract expires.

ARTICLE 33 - CLAIMS FOR DAMAGE

A. Should either party to the contract suffer damage because of an alleged wrongful act or neglect of the other party, or of anyone employed by him, or others for whose act he is legally liable, or other controversy arising under the contract such claim or controversy shall be made in writing to the other party within 30 days after the first occurrence of the event. If a claim or controversy against the owner is not settled or comprised within 30 days after receipt of written notice thereof, then the Contractor may institute legal proceedings in accordance with the applicable provisions of the Kentucky Revised Statutes.

B. Any legal action entered against the Owner on the contract by the Contractor 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.

ARTICLE 34-DAMAGE TO PROPERTY

This contractor will be responsible to repair to the satisfaction of the University any damage to grounds, buildings, vehicles, or other property belonging to the University or any of its employees or students, or property belonging to any member of the public present on campus for any legitimate purpose, where such damage is the direct or indirect result of any actions of the contractor employees.

ARTICLE 35- LIQUIDATED DAMAGES

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

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

If Final Completion is not achieved by the date established for Final Completion as adjusted by approved Change Orders if any liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will in any degree release the General Contractor from

further obligations and liabilities to complete the entire Contract Permitting the General Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

It is understood and agreed upon that the work must be begun, performed and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption and complete said work in due and proper time, the Contractor may be declared in default of this Contract. Fixed and liquidated damages in the amount of **\$ 250.00 per calendar day** shall be assessed against the Contractor for each calendar day during which the work under this contract remains incomplete after the Substantial and Final Completion dates, as the same may be revised by any extension for time granted by the Owner

ARTICLE 36 - LIENS

A. Lien for labor, materials, supplies, and rental equipment supplied on the contract shall be as provided by KRS 376.195 et seq.

B. Statements of lien shall be filed with the Franklin County Clerk and action to enforce the same must be instituted in the Franklin Circuit Court, Frankfort, Kentucky, pursuant to KRS 376.250.

C. The lien shall attach only to any unpaid balance due the Contractor for the improvement from the time a copy of statement of lien, attested by the county clerk, is delivered to the Owner pursuant to the provisions of KRS 376.240.

ARTICLE 37 – ASSIGNMENT OF PAYMENTS

Neither party to the contract shall assign the contract or subject it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

ARTICLE 38 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the work or to perform work with his own forces. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall promptly report to the architect any observed defects in such work that render it unsuitable for proper execution or connection. His failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

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 interests involved shall be established by the Architect to secure the completion of the various portions of the work in general harmony.

ARTICLE 39 - MUTUAL RESPONSIBILITY OF CONTRACTORS

Should the Contractor cause damage to any separate Contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the owner

ARTICLE 40 - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

The Contractor is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him and for the coordination of the work, including placement and fittings of the various component parts. No claims for extra cost as a result of the failure to coordinate the work, or by acts or omissions of the various subcontractors will be honored by the Owner.

The Contractor agrees to bind every subcontractor by the terms of contract documents as far as applicable to their portion of the work.

The Contractor shall make no substitution for any sub-contractor without timely notification to the Department of Purchasing, Owner Representative and architect. Any such request and subsequent approval for substitution of a sub-contractor granted shall be at no additional cost to the awarded project.

Nothing contained in the contract documents shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 41 - PROJECT SITE LIMITS

The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen to project site limits as directed by the Owner.

ARTICLE 42 - CLEAN UP

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his operation in connection with the work. At the completion of the work, he shall remove all his rubbish about the site of the work and all his tools, scaffolding and surplus materials and shall leave his work in a clean and usable condition, satisfactory to the Owner, unless more exactly specified. This will include, but not necessarily be limited to, glass, hardware, fixtures, masonry, tile, and marble floors shall be cleaned and waxed, if provided for in the specifications. This shall be done before final inspection and acceptance. In case of dispute, or if the Contractor fails to clean up at the completion of work, the Owner may perform the cleaning task and charge the cost to the Contractor.

ARTICLE 43 – POINTS OF REFERENCE

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

ARTICLE 44 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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.

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.

Substitution of other equipment and materials as "or equal" to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of

performing the same function of that specified. The Contractor has the burden to prove equality of any substitution requested.

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.

In the event the Contract Documents contain specific reference to two or more items as described in Article 48, any of those listed will be acceptable.

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

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

Inability of the supplier to meet Contract Schedule.

Technical noncompliance to specifications.

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

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

ARTICLE 45 - TEST AND INSPECTION

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

The Contractor shall give the architect timely notice of readiness of the work for all inspections, tests or approvals.

ARTICLE 46 - GUARANTEE AND WARRANTY

The Contractor shall guarantee that labor, equipment and materials will be free of defects for a period of one (1) year from the date of substantial completion. Contractor shall also warrant any extended warranties as described in the specifications. Expendable items and wear from ordinary use are excluded from this guarantee.

Prior to the final payment of the work, the Contractor shall assemble and present to the architect all guarantees and warranties required by the contract documents.

ARTICLE 47 - WAGES AND HOURS

As per House Bill 3, effective January 9, 2017 per KRS337 the University or any State Agency shall not have the authority to require any employer to pay to an employee a certain wage or fringe benefit other than as determined by the employer and or hourly rates (Minimum Wage) as established by Federal, State, Local or Agency itself.

ARTICLE 48 – 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 Council which is recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor.

ARTICLE 49 – GOVERNING LAW

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

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

Failure to reveal a final determination of a violation by the contractor and or subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the contractor and or subcontractor from eligibility for future contracts for a period of two (2) years after such determination.

ARTICLE 50 – CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No Contractor or subcontractor employee shall fraternize, use abusive language, make both verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site. Job conduct and responsibilities shall be discussed regularly at sub-contractor meetings.

ARTICLE 51 - AUDITED FINACIAL STATEMENTS

The University reserves the right to request Audited Financial Statements from any and all firms submitting proposals in order to adequately evaluate firms financial stability in performing the services as outlined within this request for proposal. Upon request from the University, firm(s) shall provide the last two (2) years audited financial statements for review by the University. These statements shall be treated as Proprietary Information. They will be marked so in the bid file and will not be subject to open records inspection/requests.

ARTICLE 52 – ASBESTOS CONTAINING MATERIALS

No asbestos-containing materials or lead-based coatings are to be purchased/supplied by any firm/person supplying to the University or installed in or on University property by any person performing work for the University. Furthermore, all products marked “May Contain Mineral Fiber” will be assumed to contain asbestos unless the manufacturer provides written certification that no asbestos fibers are present in the product and identifies the fibers for which the product is marked. Lead-based coatings are defined as containing more than 0.06% lead in the dried coating.

An exception to this policy can be made where an authorized faculty or staff member certifies that the use of asbestos or lead-based coating is essential to an ongoing research or production project and works with University Environmental Health and Safety Department to ensure that the material is used, stored and disposed of in a safe and legal manner."

ARTICLE 53 – SMOKE FREE FACILITIES

Smoking by contractor and sub-contractors is prohibited on all UofL Belknap, Health Sciences and Shelby Campus'.

ARTICLE 54 – CLOSE OUT

Documents required for closeout (if applicable to the project) but not limited to the following:

16. Digital / PDF documents can be submitted by Flash drive, shared link or drop box.
17. Table of Contents and contact list of all contractor and vendors with "Company name, Contact person name, phone number and email address." (Provided to Physical Plant and UPDC)
18. Hard copy- 'As Built' drawings (Full size), Specifications, Shop drawings, Warranties, Permits & Certificates, Test & Balance Report and Operation & Maintenance Manual (O&M) of all equipment installed and related documents (Provided to Physical Plant and UPDC).
(Hard copy of Shop drawings need to be indexed and places in 3-hole punch 8 ½ x 11 / 11x17 size documents and place in folder/s).
19. Notice of completion and "Certificate of Occupancy."
20. Digital / PDF copy of items noted in "Item#2, #3 & #4".
21. Digital copy of the "Bound AutoCAD files" for all the drawings. REVIT files for the projects worked in REVIT.
22. Two (2) hard copies & digital PDF of contractor's drawings (Provided to Physical Plant and UPDC).
Examples – Sprinkler vendor drawings, structural calculations and drawings, life safety, temperature control drawings, duct drawings, elevators, Lighting Control drawings etc.
23. Digital / PDF copy, Final Inspection reports. Punch List during a final walk-thru.
24. Equipment List – Excel Spreadsheet with equipment name, type, manufacture, model, serial number, and location. (Mech, Elec & Plumbing)
25. Digital copy, Video recordings for maintenance of new equipment installed for Maintenance Personnel.
26. PDF of Fire Alarm System: Record of Completion.
27. PDF of Panel Schedule Ledger (Panel name, Circuit Number, Load Description)
28. PDF of Elevator package (when in project)
29. Leftover paint for future touch up. List of Paint colors, Brand, Color, Finish type, Paint type etc.
30. Color samples of Interior finishes.
31. Refer to construction documents specifications for more specific close out documents to be submitted.