

UNIVERSITY OF LOUISVILLE®

PROCUREMENT SERVICES ADDENDUM

Date of Notice:	10/22/2024
Solicitation No.:	RFP-003-25
Title:	Qualifications for Architect/Engineering Services; New Health Science Center Simulation, Academic, and Innovation Facility
Addendum No.:	Three (3)

The following shall clarify and/or modify the original bid document(s) as issued by the University of Louisville.

- Attached below is a "Sample" Contract for vendor review.

Bidder must acknowledge receipt of this and any addenda either with bid or by separate letter. Acknowledgement must be received in the Department of Procurement Services, Service Complex Building, University of Louisville no later than **10/25/2024 at 2:00PM, EST**. If by separate letter, the following information must be placed in the lower left-hand corner of the envelope:

Solicitation No.:	RFP-003-25
Title:	Qualifications for Architect/Engineering Services; New Health Science Center Simulation, Academic, and Innovation Facility
Due Date:	10/25/2024

Authorized By:

Procurement Services	Jamie D. Peck
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Receipt Acknowledged:

Company	
Signature	
Name (print)	
Date	

UNIVERSITY OF LOUISVILLE®

MODEL ARCHITECT-ENGINEER NEW CONSTRUCTION CONTRACT CONSTRUCTION MANAGER AT RISK

PSC Number: _____

This agreement made and entered into this XX day of Month, 20XX by and between the University of Louisville ("University") a public institution of higher education of the Commonwealth of Kentucky, and XXX with its principal place of business located at XXX a licensed architect or Architect-Engineer firm ("Architect-Engineer"). It is understood that the word "architect" and "engineer" as used in this agreement are interchangeable. Whichever word is used above in connection with the firm name of the architect and/or engineer shall be accepted as the appellation throughout this agreement regardless of which word is used hereafter.

WITNESSETH THAT:

WHEREAS, the University, is considering development and construction of a Project described as follows: XXX (the "Project")

WHEREAS, the University desire the services of the Architect-Engineer to render architectural and engineering services incident to such development and execution of the Project, all as more fully described hereinafter.

Architect-Engineer ("A/E") services will include:

The A/E Team will be initially responsible for verification of the University program, working with the University in development of design and construction administration helping to ensure the project is completed within budget, on-schedule, and compliant with program requirements, applicable codes, and accreditation requirements. The project will be designed using, at a minimum the [200 KAR 6:070 - High Performance Building Standards](#), unless additional or more stringent standards are provided elsewhere in this Agreement.

PROJECT DESCRIPTION:

The University of Louisville seeks to build a legacy facility on the Health Science Center campus (HSC) in the heart of Louisville's downtown medical district, affectionately known as the Lou-Med District. This new facility of academic achievement and innovation will enhance the student, faculty, and staff experience through a multitude of engagement opportunities, and foster a revitalized sense of collaboration through interprofessional education in the area of simulation. The vision for the new HSC facility will redevelop land owned by the university into a flagship destination to directly respond to the siloed schools and programs, the deficit of student collaboration space, and lack of modern teaching spaces. This new facility will be the first implementation of the recently created Campus Master Plan, including the relocation of the School of Public Health and Information, and has the opportunity to set the stage for the long-term vision of the reimagining of the campus.

As this facility is the first ground up academic building construction on the HSC campus in several years, programming will be a critical step in the design process. The awarded A/E team will collaborate and guide the executive team and department stakeholders to identify and refine program components. Interdisciplinary simulation is a new component of the curriculum for the School of Medicine, the School of Nursing, and the School of Dentistry and the selected A/E team will assist in In addition, Design teams should assume the future demolition of the existing School of Public Health and plan for a future phase 2 in the adjacent parcel.

WHEREAS, the selection of the Architect-Engineer has been accomplished in accord with the applicable provisions of [KRS 164A.590](#); and

WHEREAS, the present Total Project Scope of this Project is \$XXX

NOW, THEREFORE, for the consideration stated hereinafter the University and Architect- Engineer agree to the above recitals and such other terms as follows:

SECTION 1: SPECIAL PROVISIONS

ARTICLE I: Limitation on Project

This Project shall not exceed a total construction cost of \$XXX ("Construction Scope") inclusive of all contingencies and owner supplied materials with the Architect-Engineer work to commence upon receipt of this contract at the Legislative Research Commission. The Project shall be designed to be executed within the "Construction Scope" indicated herein and in accord with the Final Space Program to be attached upon completion as Exhibit B. If anytime in the preparation of work, drawings and specifications, it appears evident the Project will exceed the "Construction Scope", the Architect-Engineer shall notify the University in writing accordingly and shall recommend remedial action which will reduce the estimated cost to within the Authorized Scope.

This project requires substantial completion by March 30, XXXX and final completion by April 30, XXXX.

The University intends to retain a Construction Manager/General Contractor with a Guaranteed Maximum Price delivery method for this project.

The University requires accelerated or fast-tracked design and construction, or phased construction for: the demolition KDP and relocation of the IT substation in its basement, as well as to accommodate the site logistic constraints, and to meet the substantial and final completion dates. Early bid packages may include, but are not limited to, long lead time equipment, City and LG&E utility infrastructure, site utility work, and foundations.

The University identifies _____ from University Planning, Design and Construction (UPDC) as the owner representative. In addition to UPDC, the following departments are required to review the Architect's submittals: U of L Information Technology Department, Physical Plant Department, Police Liaison, Parking Liaison, Locksmith Liaison, Interior Design Liaison, and Department of Environmental Health & Safety.

In the event a request or recommendation is made by a party above that deviates from the project goals, the A/E shall identify and advise the University's representative and recommend an alternative. The project Executive Committee and UPDC will have the final decision-making authority, however the A/E is expected to collaborate with all of the University's representatives to find the best solution to align with project goals.

The University will retain the following third party consultants:

Geotechnical Engineer- by RFP

Construction Manager- by RFP

Hazardous Material Surveying- selected from University per diem PSC list

Construction Special Inspections- selected by RFP

Site Survey and Title Search- selected from University per diem PSC list

Systems & Building Envelope Commissioning Agent- selected by RFP

Special Consultant with an area of expertise in simulation laboratory equipment specification and design- selected by RFP.

ARTICLE II: The A/E Responsibilities and Services

The A/E professional services shall be consistent with sound architectural and engineering practices and shall incorporate those federal, state, and local laws, regulations, codes and standards that are applicable to the design of the project during the time A/E Services are provided under this contract. The A/E team represents it is fully licensed in the State of Kentucky for all services required by this agreement.

When A/E Services are provided by any partnership of consultant companies (including traditional Architect/Engineer

Agreements, Associations, Joint Ventures, Limited Partnerships and Special Consultants, etc.) prior to start of any work under this agreement, the A/E shall appoint with the University's approval one individual to represent the A/E to both the University and partnership consultant companies. The A/E shall not change identified representative without the University's written consent. **FILL IN NAME HERE**

The A/E is required to complete all subcontract agreements with consultant companies within 30 days after finalization of A/E agreement with the University. Written confirmation of compliance with this requirement shall be provided via registered mail to all contracted parties. The architect shall directly bill the University. Payment to consultant companies shall be by the architect. The architect shall be responsible for the performance of its consultant.

The A/E and its consultants shall assist the University with approval of all plans and coordination of inspections by governmental authorities.

The A/E shall provide its services in conjunction with the services of a Construction Manager. The A/E shall coordinate and participate with the Construction Manager in the development of the Project schedule.

In rendering their services, the A/E shall be provided a copy of the DRAFT University Procedure and Technical Manual to serve as guidance to the A/E in providing their services.

The A/E is responsible for delivering a design acceptable to the University and compliant within the Final Space Program which can be executed within the Authorized Scope.

The A/E shall provide the University and the CM/GC a schedule for services including milestone deliverables that incorporate sufficient time for all required parties to review, respond, and approve. The A/E shall provide "page-turn" meetings to all required review parties identified in Article 1, owner consultants and CM at each milestone deliverable. The A/E shall include approval time to authorities having jurisdiction over the project.

The University is not responsible to identify information, survey services, or reports required or needed for the project.

The A/E shall assist the University in reviewing the CM's Guaranteed Maximum Price (GMP) proposal. Prior to the University's acceptance of the CM's Guaranteed Maximum Price (GMP) proposal, the A/E shall consider the CM or bidder's request for substitutions and, upon written request of the CM, shall provide clarification or interpretations pertaining to the Drawings, Specifications, or other documents submitted by the A/E. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies, and the Construction Manager's Fee. Upon acceptance of the GMP, the A/E shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Change Order prior to bidding phase.

The A/E services shall be divided into six phases and each phase after the initial phase shall be performed only upon written authorization of the University to proceed to the next phase. Nothing in this agreement shall be construed as placing any obligation on the University to authorize the A/E to proceed with any phase of their services for one segment of the total work beyond the first phase nor shall the University be obligated to pay any fees to the A/E incurred beyond those fees applying to the first phase of the services without the above-mentioned written authorization. However, the University shall not without the consent of the A/E employ or retain any other A/E to perform any of the services covered under this agreement unless this agreement shall have been terminated as set forth under Section 2 of the general provisions, Article III hereinafter. The A/E services hereunder shall at all times be coordinated with the University representatives and the CM/GC.

The six phases of A/E Service shall be as follows:

Phase A – Space Program to be developed by A/E (Exhibit B) and Estimate

The A/E shall work with the University and its representatives to develop, confirm and validate and/or refine the University's initial space program to be attached upon its completion as Final Space Program Exhibit B. The Final Space Program shall be based upon the requirements of the University as presented by the University of Louisville's

Planning, Design, and Construction office.

The resulting space program, upon acceptance by the University, shall be the basis for Schematic Design and Estimate work per Phase B herein. As part of a Phase A space programming A/E shall prepare a scope cost estimate demonstrating that the programmed construction is within the authorized scope. The A/E shall collaborate and review the A/E estimate with the estimate provided by the CM/GC. A final milestone estimate will be reconciled and submitted to the university by the CM/GC.

Included within the programming phase is preliminary evaluation the existing City of Louisville central steam and chilled water plant to determine required infrastructure and connection to the existing system to provide service to the new building. Infrastructure may include analyzing direct burial versus a new tunnel within the public right of way back to the nearest existing tunnel. If a variance is required for an alternate HVAC schema, A/E will prepare required documentation to aid in a presentation to the Louisville Medical Steam Center Board.

Programming phase will also include coordination with LG&E to bring new power distribution to the site, including routing new redundant feed from nearest substation and converting existing overhead utilities to below grade at Preston Street between Gray and Chestnut. This effort may also include coordination with cable and internet providers.

Phase B - Schematic Design and Estimate

Before authorization to proceed with Phase B, the University shall provide written approval of the Phase A Space Program and Cost Estimate, and upon written approval, the Phase A Space Program and Cost Estimate shall become Exhibit B. For information purposes, the University will supply to the A/E with a site survey showing boundaries, easements, restrictions, topography, streets, utilities, existing structures, etc., together with reports on subsurface investigations such as soundings, core drillings, and/or soil boring test. The A/E is entitled to rely upon the accuracy and completeness thereof. Such survey and subsoil investigations shall be as directed by the A/E and University. The A/E and its consultants shall confer with the University to confirm their understanding of this program to determine any University preferences with respect to systems, and shall then prepare adequate drawings and outline specifications to define architectural, mechanical, electrical and structural systems, and may include a combination of study models, perspective sketches, or digital presentations, for a Project which can be completed with the limitation prescribed in Article I. The A/E shall submit to the University a written report discussing energy conservation measures and techniques to be employed consistent with the project's sustainability goals. The A/E, in consultation with the Construction Manager, shall consider the life cycle cost of materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

Together with the submission of drawings and specifications, the A/E shall also submit to the University a realistic schematic design estimate of probable construction cost of the Project based upon the drawings and specifications submitted and any other decisions reached to date, which estimate must be within the Authorized Scope. The A/E shall collaborate and review the A/E estimate with the estimate provided by the CM/GC. A final milestone estimate will be reconciled and submitted to the university by the CM/GC.

The A/E shall meet with the University, the required review parties identified in Article 1, University consultants, and the AHJ as required to ensure the project meets the project goals and applicable building codes.

Throughout this phase the A/E shall provide at intervals appropriate to the progress in schematic design, access to design studies for the review and use by the University representatives. The A/E shall develop outline specifications for material and major equipment. If at anytime during the A/E's work under Phase B should it appear evident that the Project cost will exceed the limitations prescribed in Article I, the A/E shall notify the University in writing accordingly and shall recommend remedial action which should reduce the cost to the Authorized Scope. For the University review, the A/E shall deliver to the University the following printed documents:

UPDC: (1) half size bound set

PPD- all sets delivered to Physical Plant at the Service Complex

(1) full set bound, in addition

Bound separately and by discipline as noted below

- (2) full size sets of the mech. only (i.e.: 2 bound sets)
- (2) full size sets of the elec. only (i.e.: 2 bound sets)
- (1) full size set of plumbing only
- (1) full size set of the Fire if it's not in the elec.
- (1) full size set of architectural only
- (1) full size set of civil & landscape only

In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM.

A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required by the University, the A/E shall resubmit all or portions of the Phase B documents for additional review and approval.

Phase C - Design Development/Cost Estimate

Under Phase C the A/E and its consultants shall prepare design development drawings and outline specifications showing and describing the site plan utilities, floor plans, elevations, sections, structural systems materials and finishes. The design development drawings and specifications for mechanical, electrical and structural portions of the project shall be prepared by consulting engineers each licensed in their phase of work. Each drawing shall be imprinted with the seal of the A/E or consultants directly responsible for its preparation and marked indicating that it is preliminary and not for construction. Conceptual interior and exterior wayfinding design and graphic design if any shall be included in Phase C Services. All such drawings and specifications shall be for a project which can be completed within the scope of the limitations prescribed in Article I.

Together with the submission of such drawings and specifications the A/E shall also submit to the University its best opinion of probable cost based upon the drawings and specifications submitted, and other decisions reached to date and the most recent and accurate information regarding local materials, wage prices and the actual cost for recent similar projects making appropriate allowance for changes in the cost which may be reasonable to be expected to occur by the time this project is bid and constructed. The total Phase C estimate of probable cost must be within the Authorized Scope. If at any time during the A/E work under Phase C it should be evident that the project cost will exceed the limitations prescribed in Article I, the A/E shall notify the University in writing accordingly and shall recommend remedial action which should reduce the cost to the Authorized Scope. The A/E shall collaborate and review the A/E estimate with the estimate provided by the CM/GC. A final milestone estimate will be reconciled and submitted to the university by the CM/GC.

The A/E shall meet with the University, the required review parties identified in Article 1, University consultants, and the AHJ as required to ensure the project meets the project goals and applicable building codes.

Upon completion of 50% and 100% Phase C services the A/E shall submit printed copies of the design development drawings and specifications to the University for approval. If accepted the University will furnish the A/E a written approval at each stage of Phase C services prior to A/E being authorized to continue to Phase D. For the University review, the A/E shall deliver to the University the following printed documents:

UPDC: (1) half size bound set

PPD- all sets delivered to Physical Plant at the Service Complex

- (2) full set bound, in addition
- Bound separately and by discipline as noted below
- (2) full size sets of the mech. only (i.e.: 2 bound sets)
- (2) full size sets of the elec. only (i.e.: 2 bound sets)
- (1) full size set of plumbing only
- (1) full size set of the Fire if it's not in the elec.
- (1) full size set of architectural only
- (1) full size set of civil & landscape only

In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM.

A/E shall provide page-turn in-person reviews after each milestone deliverable. The University will review the drawings and specifications submitted by the A/E, note corrections and approval and written feedback digitally. A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required by the University, the A/E shall resubmit all or portions of the Phase C documents for additional review and approval.

A/E shall prepare collateral for donor and marketing packages, including project narratives, renderings of key spaces, interior and exterior flythrough simulations. A/E shall be available throughout design development for in-person presentations to UofL partners and potential donors.

Phase D - Construction Contract Document and Estimates

Upon written notice to proceed from the University, under Phase D the A/E and its consultants shall prepare a complete and accurate set of drawings and specifications, with the skill and diligence normally employed by professional A/E's performing the same or similar services, showing and describing in customary detail all materials and their installation based upon the approved Phase C drawings and specifications prepared in accordance with the best accepted standards of architectural and engineering practice for the Project completed within the limitations prescribed in Article I. The A/E shall prepare drawings and specifications so as to clearly describe the work covered. The A/E and his consultants shall prepare technical drawings and specifications and shall with the assistance of the University prepare a list of principle materials, subcontractors, special conditions, forms for proposals, and list of alternates if any which have been authorized. The title block of the drawings shall be as provided by the University unless prior approval is secured for a specific variation. The drawings shall be prepared using latest version REVIT sized 24" X 36" or 30" X 42" and shall have proper line quality for reproduction of clear, distinct prints. Each drawing shall be imprinted with the seal of a registered Architect or Engineer licensed in the State of Kentucky for the discipline upon which their seal is placed. This requirement of using BIM software does not negate the A/E's obligation to provide AUTOCAD deliverables. Project Manual shall be typed on master copies, such being plain white 16 lb. or 20 lb. bond paper for standard 8 1/2 in. x 11 in. productions and shall incorporate University's general conditions in Division 1.

The A/E shall meet with the University, the required review parties identified in Article 1, University consultants, and the AHJ as required to ensure the project meets the project goals and applicable building codes.

Upon completion of 50%, 90%, and 100% of Phase D services the A/E shall submit to the University printed sets of working drawings and specifications. For the University review, the A/E shall deliver to the University the following printed documents:

UPDC: (1) half size bound set

PPD- all sets delivered to Physical Plant at the Service Complex

(3) full set bound, in addition

Bound separately and by discipline as noted below

(2) full size sets of the mech. only (i.e.: 2 bound sets)

(2) full size sets of the elec. only (i.e.: 2 bound sets)

(1) full size set of plumbing only

(1) full size set of the Fire if it's not in the elec.

(1) full size set of architectural only

(1) full size set of civil & landscape only

In addition to the physical sets, a digital copy of the drawing set and project manual will be made available to University, its consultants, and the CM. 100% CD's and project manual will be made available in digital form only.

A/E shall provide page-turn in-person reviews after each milestone deliverable. The University will review the drawings and specifications submitted by the A/E, note corrections and approval and written feedback digitally. A/E shall provide written responses to address all review comments provided by the University, the University's consultants, and Construction Manager, and modify the documents accordingly for University's approval. If required

by the University, the A/E shall resubmit all or portions of the Phase D documents for additional review and approval. The A/E shall obtain approval of corrected drawings by all governmental agencies and utilities having jurisdiction over any aspect of this Project.

A/E shall furnish approved construction documents to the authority having jurisdiction for their written approval. If required, A/E shall review the design with representatives of the AHJ, the Department of Health, and the fire code officials. The A/E is responsible for revising the construction documents to conform to all applicable statutes and code.

Together with the submission of such drawings at 50%, 90% and 100% specifications, etc. the A/E shall submit to the University its best opinion of probable construction cost based upon the drawings and specifications submitted and the most recent and accurate cost information which estimate must be within the Authorized Scope and shall hereinafter be referred to as the Final Estimate ("Final Estimate"). If at any time during the A/E's work under Phase D it should appear evident that Project cost will exceed the limitations prescribed in Article I, the A/E shall notify the University in writing accordingly and shall recommend remedial action which should reduce the cost of the Authorized Scope. The A/E shall collaborate and review the A/E estimate with the estimate provided by the CM/GC. A final milestone estimate will be reconciled and submitted to the university by the CM/GC. A/E's responsibility for providing cost estimates ends when the Owner accepts the Construction Manager's Guaranteed Maximum Price Proposal.

A/E shall prepare collateral for donor and marketing packages, including project narratives, renderings of key spaces, interior and exterior flythrough simulations at 50% and 100% CD's. A/E shall be available throughout construction document phase for in-person presentations to UofL partners and potential donors.

The A/E and his consultants shall assist the University and the Construction Manager in obtaining bids for construction of the Project and attend pre-bid conference. If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare addenda identifying approved substitutions for Owner to issue. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the bidding Documents to the prospective bidders in the form of addenda. Attend Procurement organized bid openings. Evaluate bids received and in award of any contract or contracts for construction on a Project or any parts hereof. A/E shall review Construction Manager tabulation prepare and submit to the University the A/E's written recommendations concerning the proposed contract, list of proposed materials and subcontractors. Where the Construction Manager desires to self-perform, the A/E shall review bids and advise the University in a recommendation for contractor selection.

In the event the University elects not to award a construction contract because of a low bid or bids exceed the limitations prescribed in Article I, the A/E shall upon request, submit together with appropriate descriptive explanation, a list of possible changes and/or revisions of the drawings and specifications designed to reduce the execution cost of Project to the Authorized Scope while retaining the maximum extent possible the quality intent of the original requirements. The A/E shall review and recommend changes or revisions made by the Construction Manager and advise the University in a recommendation to accept or decline each change or revision.

If the A/E is then directed by the University to make certain changes and/or revisions for the purpose of reducing cost to within the Authorized Scope, the A/E and his consultants shall make the changes and revisions without additional charge to the University. Written approval of the documents submitted in Phase D together with receipt of bids for the work shall not relieve the A/E and his consultants of their obligation of making such changes without additional compensation under the above conditions. After the bid award, the Architect shall create conformance documents that incorporate all addenda into Bidding Documents. The Conformance Documents shall be completed no later than two weeks after the Notice to Proceed to the Contractor, but prior to the Pre-construction meeting, whichever is earlier, unless the Owner determines the conformance documents are not required or an alternative timeline is negotiated with the University. After the construction contract has been signed by the Owner or University and contractors and award of contract form has been signed validating the contract, the A/E shall commence Phase E services upon notice to proceed from the University.

Phase E - Observation and Administration of Construction

Under Phase E the A/E and his consultants shall endeavor at all times to represent the interest of the University and shall furnish adequate observation of the workmanship and materials, check contractor's applications for payments, recommend to the University the proper amounts of payment due to the contractors based upon work

satisfactorily completed and recommended for acceptance by A/E, review shop drawings for conformance with design concept and indicate acceptance of required corrections, prepare supplementary drawings as needed to more fully explain contract documents, and prepare orders for changes in the work when such orders have been initiated by the contractor and approved by the University.

All such observation and other services shall be in accordance with accepted standards of normal architecture and engineering practice and shall without limitation to the foregoing, comply with the specific requirements enumerated below.

In rendering professional services for the observation of work, the A/E shall provide necessary periodic on-site observation coordinated with the contractor the cost of which is included in the fee. The A/E shall conduct on-site visits not less than once every two weeks, with weekly visits during more critical periods of construction for the entire construction and Commissioning period. The A/E and their consultants shall endeavor to secure from the contractors' full compliance with the terms of the construction contracts without delay or error and to guard the University against deficiencies in the work of contractors, including without limitation to the foregoing, specifically:

- a. During the progress of construction on this Project a principal of the A/E's firm and of each of the consultant's firms or a licensed employee of each such firm when qualified in the phase work to be Observed shall make periodical observation of the Project and shall submit written reports to the University apprising the University of the progress and conditions in all phases of the work following each visit. During normal progress of construction, the A/E and their consultants, as appropriate to the work, shall make observations no less than once every two weeks and more often when necessary, as the projects construction sequences progress into various stages. Such reports shall be prepared by the A/E and each consultant, whether assigned or in house, but shall be collected and submitted together by the A/E.
- b. Shop drawings shall be reviewed for design concept, rejected or conditionally reviewed subject to noted corrections, in the office of the A/E or the consultant designing or specifying the items for which the shop drawings have been prepared. They shall be reviewed by qualified persons and preferably by the person responsible for the design or specification. A/E shall complete all review and re-distribute within fourteen (14) working days of receipt of Contractors review and approved submittal. All interpretations and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in graphic form. In the capacity of interpreter and judge the A/E shall endeavor to keep the Owner informed as a representative of the University.
- c. The A/E shall review and sign or take other appropriate action on change orders requested by the contractor with the University's authorization in accordance with contract documents advising the University of any significant impact on Project quality reasonably anticipated from such change orders. A/E shall complete all review and recommend appropriate action within fourteen (14) working days of receipt of Change Order request. The A/E may recommend to the University minor changes in the work not involving any adjustment in contract amount or extension of time which are consistent with the contract documents. Such changes shall be in effect by written order issued through the University's representative.
- d. The A/E shall review within seven (7) days of receipt of a payment application from the Construction Manager to ensure the requested payments are appropriate for the work completed, to the quality indicated in the construction documents, and proper data accompanies the document, including photos and certificates of insurance for off-site stored materials. The A/E team shall reject the payment application and request a revision, or sign and approve the pay application prior to submission to the University for approval and processing. The A/E may not make minor adjustments due to errors to the pay application and instead must request a revision.
- e. The A/E shall review and approve within seven (7) days of receipt of a request for payment for owner supplied materials. The A/E team shall reject the payment request and request a revision, or sign and approve the pay application prior to submission to the University for approval and processing. The A/E may not make minor adjustments due to errors to the payment request and instead must request a revision.

- f. The A/E shall review construction to determine the dates of substantial completion and final completion for the Project and shall issue appropriate notices for payment of the contractors. The A/E shall assist in obtaining all necessary certificates and inspections for full compliance of Project as-built with all code requirements.
- g. The A/E shall recommend to the University rejection of any work of contractors that does not conform to plans and specifications in the construction contract.
- h. The A/E shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibility under the Contract for Construction. The A/E shall not be responsible for the Contractor's schedules or failure to carry out the Project in accordance with the Contract Documents. The A/E shall not have control over or charge of acts or omissions of the Contractor, their Subcontractors, or their agents or employees, or of any other persons performing portions of the Project (except for A/E employees, agents and subcontractors).
- i. The Architect shall review and answer properly prepared, timely requests by the Construction Manager for additional information about the Contract Documents. The A/E shall consult with the as required and shall provide to the University a copy of all requests and responses. If deemed appropriate, the A/E shall prepare, reproduce, and distribute supplemental Drawings and Specifications in response to requests for information by the Construction Manager.
- j. Upon request of the Owner, at ten months after final Substantial Completion or prior to the expiration of the one year warranty from the date of Substantial Completion, the A/E shall, without additional compensation, coordinate an on-site walk-through to inspect the Project, provide assistance in enforcing any warranty issued by the contractor, conduct a meeting with the University to review the facility operations and performance, and inform the Construction Manager and University, in writing, of the results of this review and shall make appropriate recommendations.

A/E shall be available throughout the construction administration phase for in-person presentations to UofL partners, potential donors, and for donor hard hat tours.

Phase F - Record Plans

It is understood and agreed and made a part of this contract that the A/E will, under Phase F and services, upon completion of the work make final corrections on the tracings incorporating all changes and revisions that have been made during the progress of the work so as to provide "record drawings" of the Project based on information from the contractor upon which A/E is entitled to rely. A/E will deliver record plans and documents to the University the following:

- a) Required sets of revised, printed Record Documents that are inclusive of the contractor's original field as-built drawings. Refer to Exhibit___ for contractor close-out requirements.
- b) Digital copies of AUTOCAD and drawings complete contract documents (WORD Document for all contract documents) Digital / PDF documents can be submitted by Flash drive, shared link or drop box.

Sustainability and Wellness

The University is committed to implementing sustainability strategies into all capital improvement projects and have established goals in the 2008 Pathway to Platinum and in the recently completed 2024 Campus Master Plan. Sustainable and Wellness strategies will be included in the cost estimating and project GMP so that overall project goals can be met within the specified project budget.

1. The building is required to adhere to the high-performance buildings in accordance with [KRS 56.777](#) . In addition to the KRS standards, the University strives to achieve LEED Gold minimum for this project.

- (1) All new construction and major renovation building projects for the amount of \$25 million or more in budget shall be designed, built, and submitted for certification to achieve a rating of Silver Level or higher using the LEED 2009 – New construction Project Scorecard.

- (2) All new construction and major renovation building projects between \$5 million and \$25 million in budget shall be designed, built, and submitted for certification to achieve a rating of certified level or higher using the LEED 2009 – New Construction Scorecard.
 - (3) All new construction and major renovation building projects greater than \$5 million in budget shall additionally achieve a minimum of 7 points for new and for existing buildings under LEED Energy and Atmosphere Credit 1, Optimize Energy Performance in LEED 2009 – New construction for Member Ballot.
 - (4) All new construction and major renovation building projects between \$600,000 and \$5 million in budget shall be designed and built using the LEED rating System as guidance.
 - (5) Any new construction or major renovation building project that fails to achieve the LEED rating required under this section shall be considered to have met the requirements of this section if:
 - a. The required rating was not achieved due to the sole failure to receive a point for certified wood, credit 7 in the Material and Resource category of the LEED Rating System, and
 - b. The project used wood products certified under the American Tree Farm System (ATFS) for Sustainable Forestry Initiative (AFI).
2. The target operation carbon goal shall be up to 50% better than a code compliant building and no additional combustibles shall be added to the campus with the exception for the agreement with Medical Center Steam & Water Plant. The decision shall be made in the design process to ensure this goal is achieved. Outline a path to carbon neutrality, which may include net-zero ready strategies.
 3. Design utilizing energy modeling to maximize the sustainable opportunities.
 4. Building envelope to be commissioned by commissioning authority including a whole building envelope test with thermal imaging.
 5. Building shall include energy sub-meters for gas, electric and steam. The energy will be tracked and compared to the model to ensure the projects are meeting the required carbon goals.
 6. Building shall target a lighting power density of 0.35 watts per square foot or less for classroom / office / general spaces and 0.5 watts per square foot for laboratory spaces.
 7. Incorporate daylight modeling and strategies to reduce solar heat gain and glare while maximizing daylight.
 8. Include enhanced indoor air quality mechanisms.
 9. Provide studies and make recommendations on incorporating sustainability sources to add economic value or to achieve building design energy goals and decrease greenhouse gas emissions, taking into consideration of the existing utility infrastructure on the HSC campus.
 10. Incorporate reduction for the Urban Heat Island effect into the design, including implementing a cool roof and assessing the feasibility of a green roof.
 11. Provide indoor and outdoor spaces for recreation and relaxation. Project should include a multipurpose wellness room and single occupant personal/self-care/restorative spaces throughout the building.
 12. Design spaces to maximize flexibility and facilitate adaptation for multiple uses.

Procurement Services

For the contracts identified in the RFP, the Architect shall assist the Owner in (1) drafting RFPs, (2) reviewing competitive bids, including acting as an advisor to the scoring committee and attending short-listed interviews when appropriate (3) confirming responsiveness of bids or proposals; (4) providing a letter of recommendation

Collaboration with University's Consultants

The A/E shall collaborate with University's access control, security camera, and active aggressor consultant to provide appropriate door hardware, rough-ins, and pathways on the drawings to dedicated per floor security closets.

The A/E is responsible for all furniture layouts in collaboration with the University's interior design liaison. University's interior design liaison will specify and procure the furniture based on the furniture plan layouts by the A/E team.

The A/E shall collaborate with University IT department to facilitate the MDF and IDF requirements, as well as to provide rough-ins and pathways on the drawings for all interior and exterior WIFI devices. A/E shall collaborate with University IT department to tie into the University's campus wide distribution center and relocate the substation in KDP.

The A/E shall collaborate with the Special Consultant with an area of expertise in simulation laboratory equipment specification and design. A/E shall coordinate and incorporate all required building infrastructure to accommodate SIM lab equipment.

The A/E shall collaborate with the Commissioning Authority and the University to develop a CQV Program that encompasses quality assurance methods for the Project from Schematic Design through Warranty Phase. The CQV Program will be consistent with the requirements for the latest Version of LEED in effect for scoring criteria). The CQV Program and subsequent Contract Documents will address the requirements of the Owner, Consultants, and Construction Team relative to commissioning. The CQV Program will encompass building mechanical, electrical, domestic hot water, and controls systems with the potential for renewable energy systems.

ARTICLE III: Fees and Other Payments

A. Payment of Fee

1. Total A/E fee to be paid per project phase:

Phase A = Program Verification & Master planning	\$
Phase B = Schematic Design	\$
Phase C = Design Development	\$
Phase D = Construction Documents and Bidding	\$
Phase E = Inspection and Administration of Contract	\$
Phase F = Record Drawing Preparation & Delivery	\$
Total A/E Fee:	\$

This fee is subject to change only upon renegotiation with the consent of the University based upon increase in the Authorized Scope of the Project or significant changes ordered by the University.

2. Invoices for payment by A/E shall be submitted to the University no more frequently than monthly for payment of the fee associated with services already completed. The fee payments shall be proportional to the percentage of work completed at the time of invoice for each phase but total payments for each phase shall not exceed the percentage of fixed fee set forth in the preceding paragraph.

B. Other Payments

1. For extra work due to changes. If the A/E and/or his consultants during their services or for the preparation of close-out documents during Phase F are required by reason of changes ordered by the University or contractor and approved by the University (such changes not being to correct defects, deficiencies or inaccuracies in the work of the A/E or his consultants) to do extra work by changes to drawings and/or specifications and/or estimates previously approved by the University, and if such work is authorized in writing by University, the University shall reimburse the A/E for any such extra work. The Allowable Cost and associated schedule adjustment for this work shall be negotiated with the University and included in the contract by amendment. Changes in work or schedule include post agreement enactment of revisions or codes, laws or regulations which could not reasonably have been foreseen, decision delays by the owner, significant changes in the project scope. Changes in work due to the project estimates beyond the project budget or for value engineering WILL NOT be considered.

However, if such work is required by failure of A/E or any of his consultants to properly and correctly

select, indicate, delineate or describe materials and methods, construction or finish in accordance with the applicable codes, regulations and/or good architectural and engineering practices, in such event the University shall be under no obligation to reimburse the A/E or any of his consultants for extra work so caused even though the document requiring correction bears the approval of the University.

For Work for changes that may be required in the event that the A/E is provided with inaccurate information on the site survey and in the sub-surface soils investigation report. The University shall negotiate reimbursement the A/E for such work.

2. Reimbursable expenses. Travel and in-house printing expenses are included in the base A/E fee. A reimbursable fee for additional insurance is not included in the base A/E fee.
3. The A/E will be reimbursed for fees paid for agency reviews.
4. If the Project is suspended by the University for more than 90 consecutive days, for reasons which are beyond the control of the A/E, the A/E shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the A/E may provide the University with documentation to verify any expenses incurred by the A/E that were directly related to the interruption and resumption of A/E services, for the University to determine whether an adjustment to A/E's fee is appropriate. Any such adjustment is A/E fee will be made in accordance with Section 1, Article III herein.

SECTION 2: GENERAL PROVISIONS

ARTICLE I: Consulting Architects-Engineers and Contractors

- A. When Required the A/E may retain third-party consultants in the following specialty areas:
 - B. Landscape Architecture, including irrigation design, Civil Engineering, Structural Engineering, Fire Protection, Plumbing, Mechanical, Electrical, and Information Technology Engineering (not including wi-fi design), Interior Design- furniture layouts only, finish selection and specification. Environmental Graphic Design, including storytelling graphics, wayfinding, donor recognition signage and donor wall with digital display integration. Audio/Video System Design, including sim lab AV technology, Security and Access Control Design, Sustainability specialist, with experience in net-zero designs and WELL Building Standards. LEED Administration required, Inflation Reduction Act Expertise, including assistance with identifying potential IRA options, tracking, and assisting in the submission process, Special Consultant with an area of expertise in health science education design, Special Consultant with an area of expertise in interdisciplinary simulation laboratory design, including integrating typical hospital gases and any specialty gases required for sim lab equipment, Cost Estimator, REVIT BIM model manager

Provide an add alternate cost for a Specialty consultant specializing in research laboratory design, including an industrial process engineering specializing in gas distribution and chemical storage. This consultant will only be utilizing if the programming phase identifies the need for shelled or fully completed research laboratory space.
- C. Qualifications
 1. The consulting engineers employed for this Project shall be licensed in their respective discipline and approved in writing by the University to provide services on this Project within scope of their professional registration.
 2. Special consultants, if any, shall be skilled in their special field and shall meet such requirements as the University shall establish for them.
- D. NO CONSULTING ENGINEER OR SPECIAL CONSULTANT SHALL BE EMPLOYED FOR THIS PROJECT BY THE A/E WITHOUT PRIOR WRITTEN APPROVAL OF THE UNIVERSITY.

E. Use of Consulting Engineers in the A/E's Firm

1. Provided they meet the qualifications set out above and are approved by the University for these services on the Project, nothing shall prevent licensed engineers in the A/E's firm from providing consultant engineering services within the scope of their professional registration.
2. The University shall not reimburse the A/E for the services of anyone in the A/E's firm as a special consultant.

F. Consulting Architects - Engineer's, The A/E agrees to employ structural, mechanical, electrical, and civil engineers, Landscape Architects, consultants and special consultants as outlined in the attached Exhibit C: List of Consultants and Responsibilities.

G. Payment to Consulting Engineers

The A/E agrees to pay each of the consulting engineers as part of the fixed lump sum fee as described in Section 1, Article III, Paragraph A.1 for the A/E and University and shall not be liable for any other payment to consulting engineers or subcontractors of A/E. Provided the University makes all required payments to the A/E as set forth in this Agreement, the A/E shall indemnify and defend the University from any claim by consultants related to nonpayment for consultant's services on the Project.

ARTICLE II: Accounting Records of the A/E

Accounts of the A/E's expenses and reimbursable items shall be kept in such detail and such form as is satisfactory to the University and shall be available for order of inspection by the University's representatives for a period of three years after final payment under this contract.

ARTICLE III: Termination or Abandonment

This agreement may be terminated by the University upon seven (7) days written notice should the A/E fail substantially to perform in accordance with the terms hereof or at the completion of any one particular phase described herein. The University may terminate this agreement upon specified seven (7) days written notice at the completion of any one particular phase or when, in the considered opinion of the duly authorized representative of the University, any representative of the A/E or his consultant is incompetent or not rendering satisfactory service or not properly maintaining the scope of the Project within the limitations prescribed in Article I, Section I of this agreement, or if the University chooses not to continue to the next Phase. The University further reserves the right to terminate this agreement for its own convenience without cause upon a thirty (30) day written notice to the A/E. Should the agreement be terminated upon proper notice and/or the University abandons or suspends any work in whole or in part covered by this agreement and for which services have been properly performed by the A/E, the University shall pay the A/E the earned portion of his fee, any reimbursements then due, and reasonable terminal expense except where the agreement is terminated at the end of any enumerated phase, in which case no terminal expense shall be applicable.

ARTICLE IV: Ownership of Documents

Drawings and specifications as instruments of service shall become, upon all payment's due A/E under this agreement, the property of university whether or not the work for which they were made be executed.

In return for A/E relinquishment of ownership, the University agrees to indemnify A/E for any liability for any claim, demand, or judgment for injury or loss allegedly arising from unauthorized re-use of the instruments of service to the extent permitted by Kentucky Law.

ARTICLE V: Liability Insurance to be Carried by the A/E and their Consultants (Exhibit E)

- A. **INSURANCE REQUIREMENTS.** Before the supplier becomes entitled to any rights under this procurement and prior to taking any action under any resulting award/agreement, supplier shall have a Certificate of Insurance indicating the organization's in-force insurance coverage for the following policies and limits. Supplier agrees to provide proof of insurance upon request.

MINIMUM COVERAGE AMOUNTS

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 subcontractor(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)
Data Breach Liability Including response and remediation	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
Professional Liability	\$1,000,000.00 Each Occurrence \$1,000,000.00 General Aggregate
Property Insurance	Replacement Cost, Open Perils, Property Insurance for all Personal Property used/stored by the supplier 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 then (10) business 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 interest clause in respect to cross liability, protecting each Additional Insured as though a separate policy had been issued to each. A certificate of the above policies shall be furnished to the University at least then (10) business days prior to the commencement of the services provided under this agreement.

All Certificates of Insurance must clearly state that the organization's insurance is PRIMARY. If organization's policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be solely borne by the organization 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 organization 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.

The A/E hereby indemnifies and agrees to hold harmless the University from any and all claims or costs resulting from A/E's breach of this Agreement and/or the negligent acts, errors, or omissions of its principals, employees, servants, or consultants which result in loss, damages or harm to the University or any third party.

ARTICLE VI: Successors and Assigns

A/E binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this agreement. Upon written authorization of the Director of Procurement Services, University of Louisville, the A/E may assign a portion of his financial interest to a recognized financial institution for the underwriting of operations carried on by this agreement. Except as above, neither the University nor the A/E shall assign, sublet or transfer his interest in this agreement without the consent of the other.

ARTICLE VII: Liquidated Damages

No part of any liquidated damages that may be collected from the construction contracts shall inure to the benefit of the A/E or will be taken into consideration in determining the A/E's fee.

ARTICLE VIII: Materials

It is agreed and understood that the A/E shall prepare specifications that clearly establish type and quality of materials, the method of installation or application of each item to Project without writing a closed specification and shall prepare them in a manner which encourages competitive bidding.

ARTICLE IX: Approval of Contract

It is understood and agreed that, to the extent applicable, this agreement is not effective and binding against the University until copies of the agreement are filed with the Legislative Research Commission with each copy being accompanied by documentation of the need for such services and documentation that state personnel are not available for said service. The A/E acknowledges and understands that no payment will be made under this agreement before completion of the applicable review procedure indicated by KRS 45A.695 unless otherwise authorized by State law. This contract may be cancelled at any time by the University upon 30 days' notice given in writing.

ARTICLE X: Expedition of Work Project Schedule

It is agreed that the A/E shall be in a position to commence work on the services involved within a reasonable time after receipt of written authorization subject to Article IX without delay or interruption. Should the A/E fail or refuse to commence said services as herein provided the University shall thereupon have the right to terminate this contract subject to Article III and nothing set forth in this contract shall be construed to relieve the A/E of liability for damages sustained by the University by virtue of any breach of this contract by the A/E.

The A/E shall perform their services in conjunction with and develop documents consistent with, the preliminary project schedule (Exhibit A). Final detailed Schedule shall be included once formulated after Phase A has concluded.

ARTICLE XI: State Employees

It is agreed by and between the parties hereto that the A/E will observe the rules of the University of Louisville and will not solicit or employ University or state employees in conjunction with this work without prior written approval of the head of the department from which the employees are sought to be obtained, nor without the approval of the University.

ARTICLE XII: University's Representatives

For the purposes of this agreement, the Director of Planning, Design & Construction Facilities, University of Louisville, is hereby designated as representative of the University with full authority to act in all matters pertaining to this agreement for and in the name of the University and has delegated such authority to such representatives of the University's Office of Planning, Design and Construction as they deem in the best interest of the University for the proper administration of the Project. However, no change order or other request which has the effect of increasing the compensation amount due hereunder in excess of fixed, lump sum fee shall be effective and binding unless signed by the University's Director for Procurement Services.

ARTICLE XIII: Conflicts of Interest

A/E hereby represents and warrants to the University that A/E's execution and performance of this contract will not constitute a conflict of interest or other violation of law including without limitation to the forgoing [KRS 45.990](#), [45A.325](#), [45A.330 to 45A.340](#), [45A.990](#), [45A.455](#).

Article XIV TREATMENT OF UNIVERSITY DATA/INFORMATION.

If the A/E is provided access or is provided copy(ies) of UNIVERSITY data, the A/E agrees to secure and protect the UNIVERSITY data (and require the same of any other entity with whom it shares or gives access to UNIVERSITY data) from unauthorized access, use, modification, disclosures, manipulation, or destruction, and that it will use processes

that meet industry standard practices for protecting a customer's information (which standards shall be at least as stringent as the A/E would use for protecting its own confidential information). A/E agrees to notify the UNIVERSITY of a security breach/security incident as specified at [University of Louisville Security Incident Reporting](#) relating to UNIVERSITY data that A/E or its agents or subcontractors has access to or is in their possession within seventy-two (72) hours of discovery of an actual or suspected breach. A/E agrees to cooperate with the UNIVERSITY in complying with the response, mitigation, correction, and notification efforts, including undertaking a prompt and reasonable investigation of any such incident. Upon termination or cancellation of this AGREEMENT between the UNIVERSITY and A/E, all data, including disks, tapes, and electronic files in the possession of A/E or its agents, subcontractors, or other third party will be destroyed unless: (1) A/E is required to retain such data pursuant to applicable law; or (2) the individual to whom the data relates request that A/E maintain its data in accordance with applicable privacy or other legal requirement(s). ("Required Copy(ies)"). Any such Required Copy(ies) will be kept secure and the duty of notification of a breach/incident will continue. The UNIVERSITY acknowledges that such data communicated and/or stored in electronic form may be routinely backed up such that return, or destruction is not practicable and/or feasible, in which case A/E (or its subcontractors/agents/others with whom the information has been shared) will keep such back-up copies secure until the back-up media is recycled or destroyed.

Article XV On-Site Requirements

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel of A/E or any of its subcontractors, 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 A/E and shall be subject to automatic dismissal by the A/E. No employee shall fraternize with any University students or staff at the premises. The A/E and all its employees shall abide by the operational rules at the facility. Smoking is not permitted on any University campus. This prohibition includes buildings and all grounds. A/Es shall take this into consideration when assigning personnel. The A/E 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, to the extent such damage is the direct or indirect result of any actions/inactions of the A/E's employees.

Article XVI Promotional Items

All promotional items (if applicable) in association with this agreement must be approved in writing by the University Office of Communications and Marketing prior to use. All University marks and logos must be approved by the Office of Communications and Marketing prior to use, and such use shall immediately cease upon expiration or termination of the agreement.

Article XVII Miscellaneous

It is agreed and understood that this Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed under the laws of the Commonwealth of Kentucky. All actions, claims, or disputes arising under or relating to this Agreement shall be solely brought in Franklin Circuit Court, Frankfort, Kentucky. The A/E is subject to and must comply with all applicable state and federal law, to include, but not limited to compliance with: Anti-Discrimination Laws & Requirements, federal, state, and local Minimum Wage and/or Prevailing Wage Requirements including, to the extent applicable, full compliance with [Davis Bacon Act](#)¹ requirements for all work and services performed. During the term of the agreement, no change will be permitted in any of its conditions and specifications unless the A/E receives written approval from the Department of Procurement Services. It is recognized that subsequent written amendments to the agreement may be necessary and such amendments will require mutual agreement of the parties. The A/E's obligations concerning confidentiality, data security, compliance with applicable laws, indemnification and any other provisions herein which by their nature obligate the A/E following termination of the Agreement shall survive and continue to bind A/E following termination or expiration of the Agreement.

¹ applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

SAMPLE

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SIGNATURE PAGE FOLLOWS

The University and A/E hereby agree to full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this contract the day and year first written above.

Examined as to Form and Legality:

Recommended By (University Planning and Design):

Attorney, University of Louisville

Associate Vice President or Designee

Print Name

Print Name

Date

Date

FOR THE UNIVERSITY OF LOUISVILLE

FOR THE ARCHITECT ENGINEER FIRM

Director, Procurement Services

Authorized Representative

Print Name

Print Name

Date

Title

Date

Taxpayer ID

