



**PROCUREMENT SERVICES
ADDENDUM**

Date of Notice:	4/16/2025
Solicitation No.:	RFP-019-25
Title:	Construction Manager – General Contractor (CM/GC) For New Health Science Simulation, Academic, and Innovation Facility
Addendum No.:	Two (2)

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

1. Addendum 2 contains the following Exhibits for reference.

Exhibit A: Insurance Questionnaire. To be completed with the Form of Proposal for negotiations.

Exhibit B: Form of Proposal. To be completed with the Insurance Questionnaire for negotiations.

Exhibit C: Owner Supplied Material Procedure(s).

Exhibit D: Sample General Contract. (Bid bonding will be discussed during negotiations).

Exhibit E: Sample Special Conditions. (Bid bonding will be discussed during negotiations).

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 **04/25/2025 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-019-25
Title:	Construction Manager – General Contractor (CM/GC) For New Health Science Simulation, Academic, and Innovation Facility
Due Date:	04/25/2025

Authorized By:

Procurement Services	Jamie D. Peck
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Receipt Acknowledged:

Company	
Signature	
Name (print)	
Date	

EXHIBIT A: INSURANCE QUESTIONNAIRE

To be completed with form of proposal for negotiations

A. Insurance.

List all applicable insurance policies with their respective types of coverage (including, without limitation, general liability, professional liability, automobile, Contractor's Pollution Liability, and worker's compensation policies) and corresponding policy limits. Please provide a certificate of insurance in connection with your firm's response to this RFP.

Workers Compensation Only CCIP

If your team is interested in proposing a Worker's Compensation CCIP for the project, please outline the costs of the program to the Owner including an itemization of the premium costs, loss funding by the Owner, any collateral requirement by the Owner, and claims administration charges, any additional costs to the project for a site medic/nurse, or any other CIP related costs.

Please include the premium rate as a percentage of payroll, the estimated payroll included in this estimate, and any audit provisions.

Please also provide a CCIP pro forma which outlines all of the costs of the program (as outlined above), as well as the expected credits from your team and perspective subs which will potentially offset the cost of the CCIP.

Please confirm that any costs incurred in excess of what is charged to the Owner will be at your risk, and not the Owner.

OCIP

Owner is also considering an OCIP for this project. Please provide your experience working on OCIP projects.

Provide a deduct alternate assuming the owner implements the GL and Excess only OCIP. Contractor to remove their insurance costs, as well as their sub insurance costs from the cost of work, so the estimate will contemplate the OCIP. Owner provided coverages we will provide would include OCIP, CPL pollution, Builder's Risk, CPPI Professional, and OPPI professional coverages.

Builders Risk

B. Include Builder's Risk Insurance as an add alternate. Bonding Capacity.

Provide a letter from the firm's bonding agency stating that the firm's current payment and performance bonding capacity to meet a project of this scale. Please note that the Construction Manager will ultimately post a payment and performance bond in the form required by Owner and the City in an amount equal to the GMP. The surety company shall have at least an A- Policy Holder Rating and a Class X Required Financial rating per the latest issue of A. M. Best's Key Rating Guide. Describe the strategy by which the firm will bond its subcontractors or enroll them in a subcontractor default insurance program.

Bond and Insurance Costs and Premiums. Include the premium costs for providing a performance and payment bond in the amount of the GMP. Assume a GMP for the entire Project which compares to similar facilities. Also please provide responses to the following:

- What is your Team's overall insurance charge to the project? What is the premium basis of the charge? _____

- Do you have a claim's made policy or occurrence policy? _____

ATTACHMENT B: INSURANCE REQUIREMENTS

To be completed with form of proposal for negotiations

- Do you all have Tail coverage for General and professional liability? _____
 - It will be required for a claim's made policy.
- How are the insurance charges billed to the owner, as a rate on hard costs as the project progresses, or all upfront at project inception subject to adjustment based on approved change orders? _____

- What specific insurance coverages are included in this charge? Please specify coverage limits as well as the specific charge by line of coverage.

- If the Project Owner implements an Owner Controlled Insurance Program, which includes the project General Liability and Excess Liability with a minimum of \$200,000,000 in coverage limits, what insurance charges would remain in the above identified insurance rate?

- In the event the Owner proceeds with the GL OCIP, please provide a list of any required coverages or terms for the CIP.

- If the Project Owner implement a Contractor's Pollution Liability OCIP, what reduction if any will there be to the above rates?

- Please provide a list of all Required Terms & Conditions for the Builder Risk in order to meet your company's minimum requirements.

- Builders Risk program will include a \$25K maximum deductible to be allocated to the responsible, negligent party.

ATTACHMENT B: INSURANCE REQUIREMENTS

To be completed with form of proposal for negotiations

- Does your team plan to propose a Subcontractor Default Insurance (SDI) program for this project? If so, please outline your coverage limits, SDI charge, and premium/charge basis- total hard costs, or only the hard costs for the subcontractors who are enrolled into the program. How is the premiums billed to ownership, as subs are enrolled or an upfront charge? What is the Bond/SDI charge for subcontractors that are not enrolled in the SDI program? Please also confirm that SDI Deductibles/Self-Insured Retentions are now an allowable cost of work.

- Please confirm that all project insurance charges are below the fee line (no CM fee on insurance charges). If not, please identify any lines of coverage that are subject to your proposed CM fee.

- Please confirm the following information with respect to your performance & payment Bond:

- Standard Rate for Bid Build Projects under 4 years
 - Time Surcharge that applies each month > 48 months
 - Any other Applicable Surcharges for Project
- Confirm if Contractor is interested in proposing a Worker's Compensation CCIP for the project, please outline the costs of the program to the XXXs including an itemization of the premium costs, loss funding by the Owner, any collateral requirement by the owner, and claims administration charges, any additional costs to the project for a site medic/nurse, or any other CIP related costs.(the next bullet should be included here)

- Please include the premium rate as a percentage of payroll, the estimated payroll included in this estimate, and any audit provisions.

- If Contractor is interested in proposing a CCIP, please provide a CCIP pro forma which outlines all of the costs of the program, as well as the expected credits from your team and perspective subs which will potentially offset the cost of the CCIP. Please itemize all charges for CCIP Administration, loss funding, claims handling fees, as well as all insurance charges outside of the CCIP.

Please confirm that any costs incurred in excess of what is charged to the XXXs will be at your risk, and not the XXXs.

EXHIBIT B: FORM OF PROPOSAL

To be completed with Insurance Questionnaire for negotiations



Department of Procurement Services
FORM OF PROPOSAL FOR NEGOTIATIONS

**BREAKDOWN OF CM-GC's
PRE-CONSTRUCTION PERIOD SERVICES "A"**

Anticipated Pre-Construction duration: Approximately 15 months Starting immediately after the contract is awarded in 2025

Please note Early Bid Packages will be determined during the design process.

Position	% of Time	Preconstruction Duration	Monthly Rate	Total Cost
Project Executive			\$	\$
Principal Estimator			\$	\$
Project Manager			\$	\$
LEED Coordinator			\$	\$
Others If Applicable			\$	\$
A. CM-GC's Pre-Construction Services				\$

Participate in weekly pre-construction meetings. Following development (with the Architect) of a line-item budget, present monthly updates that reflect the progress of the work at the specific point in time and development of the project when the update is represented. Other pre-construction services to be provided shall be in accordance with the RFP.

Total "A" \$ _____

**BREAKDOWN OF GENERAL CONTRACTOR'S/MANAGEMENT CONSTRUCTION PERIOD
SERVICES "B"**

Assuming the following:

- **\$190,000,000 GMP**
- **Substantial Completion of Construction 3/30/2029**
- **Final Completion of Construction 4/30/2029**

CM-GC's Construction Period Services inclusive of all General & Special Terms and Conditions. The cost for these items cannot be deferred to a trade package. CM-GC is responsible for these costs.

Staff Costs (See following page)	\$ _____
Field Office/Trailers	\$ _____
Set-up/Breakdown Field Office	\$ _____
CM Office Furnishing, Equip & Supplies	\$ _____
Telephone/Data Hook-up/Usage	\$ _____
Temporary Electric Hook-Up for CM Office (Consumption by Owner)	\$ _____
Construction Photographs & Timelapse Cameras	\$ _____
Construction Fence, Fence Screen	\$ _____
BIM Management	\$ _____
Payment and Performance Bond*	\$ _____
Project Insurance/Liability* (Contractor/Owner)	\$ _____
Builder's Risk Insurance*	\$ _____
CM-GC Fee & Overhead/Profit**	\$ _____ %
TOTAL "B"	\$ _____

*Final Insurance(s) Coverage and Bonding costs shall be based upon the final GMP. Specify dollar amount based upon \$190,000,000 current construction budget. Complete Insurance Exhibit Questions.

**CM-GC Fee & Overhead/Profit to be expressed as both dollar and percentage of the current construction budget of \$190,000,000. Should Construction budget increase, percentage indicated will then determine the CM-GC Fee & Overhead/Profit.

CM-GC's Construction Period Services – Personnel Costs Anticipated Construction Duration: TBD for Early Bid Packages (construction completion 4/30/2029)

Position	% of Time	Construction Duration	Monthly Rate	Total Cost
Project Executive			\$	\$
Project Manager			\$	\$
Superintendent			\$	\$
Document Control Engineer			\$	\$
MEP Coordinator			\$	\$
LEED Coordinator			\$	\$
Field Office Manager			\$	\$
Safety Coordinator			\$	\$
Project Accountant			\$	\$
BIM Manager			\$	\$
Others if Applicable				
CM-GC's Construction Period Services – Personnel Costs				\$

Breakdown of Proposal

A. CM-GC's Pre-Construction Services

\$ _____
(Complete attached breakdown in Section B)

B. CM-GC's Construction Period Services

\$ _____
(Complete attached breakdown in Section B)

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C. **Total CM-GC Fees (A + B)**

\$ _____

Provide a copy of your Certificate of Insurance.

EXHIBIT C: OWNER SUPPLIED MATERIALS PROCEDURE



CONSTRUCTION MANAGER / GENERAL CONTRACTOR CONSTRUCTION METHOD WITH OWNER SUPPLIED MATERIALS (OSM) PROCEDURE

ISSUE BID PACKS FOR TRADE CONTRACTS

- CM/GC will create an Invitation to Bid (IB) utilizing the University of Louisville's IB Template for Bid Pack. All scopes of work/specifications for each Bid Category are to be labeled accordingly.
 - Bid Categories are to be identified as BC-01 Site Work, BC-02 Foundation, BC-03 Steel Work, etc. as pertinent to specific project.
- CM/GC shall also advise, assist and coordinate with the University with Owner Supplied Material Purchases of all Construction Materials in excess of +/- \$10,000.00.
- Notice to Bidders
 - Bidder Information
 - Trade Package Contractors are informed that construction contracts of the University of Louisville are not exempt from the provisions of the Kentucky Sales and/or Use Tax, **except for those materials which are purchased directly by the Owner.**
 - Costs for material purchases over \$10,000 are to be included in each Trade Package Contractor's bid. The sales tax for these items shall also be included in the base bid. However, the deduct for the value of these materials worth over \$10,000 is to be provided as a line item on the bid form by vendor. Example: ABC Drywall Company - \$15,000 for Drywall Materials
 - All other material purchase items are to be included in Trade Package Contractor's bid and shall include the Kentucky Sales and/or Usage Tax.
 - It will be a requirement of each Trade Package Contractor to have made arrangements prior to the BID DATE with each respective material supplier and take whatever measures necessary to assure the Owner that the material supplier will sell material purchase items directly to the Owner. No early payment discounts should be assumed for these direct payments by the owner.
 - Each Trade Package Contractor will be required to bid the project complete, with all labor, materials, equipment, and other expenses defined. Additional costs will not be approved after contract award unless by mutual agreement in writing.
 - A material supplier is a person or organization who has a direct purchase order responsibility to the Owner. Purchase order amount as BID will include all cost of delivery to the job site. Material supplier must assume all responsibility for material until delivery is accepted. Material supplier will guarantee all material furnished under an Owner purchase order to be in accordance with the requirements of the Contract Documents.
 - The Trade Contractor shall:
 - Install same or use same in the Work in accordance with the intent and purpose of the drawings and these and/or the manufacturer's specifications.
 - Trade contractor handles scheduling with the vendor for deliveries.
 - Promptly inspect all such materials and equipment upon delivery to him and give prompt notice to CMGC and the Owner of any shortages therein or damage or breakage thereto and assume entire responsibility for such shortage or damage or breakage if such notice is not promptly given.
 - Assume entire responsibility for the safety of all such materials and equipment against loss by theft or breakage or damage after same has been delivered at the site.
 - Make good at his own expense any such loss or breakage or damage occurring before the Work is accepted by the Owner.
 - The Trade Package Contractor shall notify CMGC and the Owner or his local representative in cases of non-delivery of any part of the materials or equipment listed below as furnished by the Owner, at least two weeks before he expects to install same.

- The designated Trade Package Contractor is responsible for installation of purchase order material or equipment and will be required to supervise and accept delivery, unload, handle, store, layout, and install all items.
- Upon delivery, the designated Trade Package Contractor is to verify product suitability, quantity, quality, and condition as soon as it can be ascertained and shall accept care, custody, and control responsibility as if it were his own purchase. Any damage or loss after acceptance will be the responsibility of the designated Contractor.
- Bidders shall be aware that the Kentucky Department of Revenue will not allow the supplier of materials to be the same entity as the installer of same materials.
- Trade Contractors PM to approve/sign off on OSM Invoices.
- Owner Purchase Order Procedures
 - Each Trade Package Contractor shall prepare an attachment to the purchase order for the applicable item (s) for this Project for material purchase orders over \$10,000. A purchase order template is attached for reference. The purchase order will contain all of the pertinent terms and conditions and be written for the appropriate amount, excluding sales tax. The purchase order number for each Trade Package Contractor's purchase order (s) will be prefixed with a code to be furnished by the Construction Manager upon award.
 - All Trade Package Contractors are to include in their Bid the purchase amount for these items, as well as the applicable tax. The initial Trade Contractor contract amount will be the base bid, less sales tax on owner purchased materials. A separate deductive change order will be issued after the contract award for the deduction of the owner purchased materials as indicated on the bid form. All items listed on the bid form will be required to be direct owner purchases.
 - All successful Trade Package Contractors will be required to provide a "rough draft" copy of the purchase order in a format that is exactly how the purchase is to be written.
 - The Owner will then issue the purchase order exactly as the "rough draft" appears and send the purchase order on to the respective material supplier. The Trade Package Contractor will track each purchase order and approve all invoices associated with each purchase order. Invoices will first be approved by the Trade Package contractor, then passed on the Construction Managers. The Construction Manager will forward to the owner for payment. If there are multiple invoices per month to be charged against a single purchase order, the Supplier and/or Trade Package Contractor is to provide 1 total invoice summary per purchase order for payment for that month. Multiple invoices per month will not be paid individually. If a Trade Package Contractor fails to follow this procedure, then said Trade Package Contractor will be required to purchase the material themselves and pay all applicable taxes with no additional reimbursement for taxes.
 - The successful Trade Package Contractor will be required to furnish a line-item breakdown on the Application and Certificate for Payment to track this material.
 - A final change to reconcile these material costs will be issued at the end of the project (Bases in the original contract. The process to track any sales tax associated with change orders is to be as directed by the Construction Manager). This final If the total material purchased by direct purchase orders is more than the amount reported by the Trade Package Contractor, a deductive change order for the difference will be issued. If the total material purchased by direct purchase orders is less than the amount reported by the Trade Package Contractor, an add change order for the difference will be issued.
 - This process in no way relieves the Trade Package Contractor of its obligation to ensure that all materials are as specified and described on the drawings, to submit all shop drawings, to provide materials in a timely manner as required by the project schedule, to approve all material invoices for payment by the Owner, and to perform all other contractual obligations relating to these materials.
 - CM/GC and Trade Contractor are responsible to verify that delivery locations for materials, if not to site and are to other states, are tax exempt for UofL.
<https://louisville.edu/finance/controller/statetaxforms>
- Procurement will review all documents provided by CM/GC to ensure accuracy and adherence to University policy and procedure. After Contract Administrator confirms that documents are accurate the Bid Pack shall be posted following standard process for an Invitation to Bid.
- If multiple Bid Packs are issued, they are to be identified as BP-1, BP-2, BP-3, etc. on the cover page, bid log, and website posting.
- Each Bid Category is to have a separate Bid Opening scheduled and noted in the original bid posting.
 - Example: (times subject to change - increase/decrease time allowed accordingly if needed)

- BC-01 Site Work - Bid Opening 11/1/2023 at 2:00 PM
- BC-02 Foundation - Bid Opening 11/1/2023 at 2:15 PM
- BC-03 Steel Work - Bid Opening 11/1/2023 at 2:30 PM
- Bid Opening Sign In Sheet created for each BC with all attendees signing.
- Bid Tabulation Sheet created and completed for each BC.
- Bid Sign In Sheets and Bid Tabulation Sheets to be posted within two (2) business days after Bid Opening.
- Contract Administrator to confirm that all requested documents included in Bid Submittal Requirements have been submitted with the Bid Submission.
- Bids to be reviewed by CM/GC and UPDC to ensure bid contains all required information according to specifications. Bids that are not fully responsive may be rejected but if bid includes everything asked for then lowest bid must be accepted unless a justification can be provided, in writing, as to why it is not acceptable.
- Bid awarded to the lowest cost bid received from bidder that is fully responsible and responsive.

TRADE CONTRACTS

*****Fully Executed Agreement must be in place before work begins or orders are placed and Purchase Orders issued to order materials. No exceptions to this requirement.*****

- Procurement to send Letter of Intent to Award to awarded Trade Contractor
- Procurement creates Agreement of Contract for awarded Trade Contract in the Lump Sum amount found on the Form of Proposal document. This amount includes OSM and taxes.
- Trade Contractor to provide Payment & Performance Bonds in the full amount of the contract (Lump Sum amount) within ten (10) days of contract award.
- Agreement of Contract sent by Procurement to CM/GC and UPDC for review and final approval.
- Approved Agreement of Contract sent to Trade Contractor by Procurement for review and signature.
- Procurement to sign Agreement of Contract after Trade Contractor signs.

REQUISITION PROCESS FOR OWNER SUPPLIED MATERIALS

- Trade Contractor to complete the PO request form with quote for materials attached and sign form.
- Trade Contractor sends signed PO request form to CM/GC for review and sign-off.
- CM/GC sends signed form to UPDC for review and signature.
- UPDC sends signed form to Procurement for review and signature.
 - Procurement to review Material Supplier quotes for terms and conditions prior to signing PO request form.
 - Terms that are unacceptable to the University must be either struck or redlined.
 - If any terms require redlines, Procurement to send quote back to Material Supplier for review and acceptance of changes per standard process.
 - If all changes are accepted, Procurement signs off on agreement and PO request form.
- Procurement to send signed form to Operational Support Services for processing request.

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CM/GC OSM Tracking/Management:

- CM/GC is required to keep an updated log (template to be provided by owner) of all OSM Purchase orders and the invoices.
- The log will include all PO information
 - PO number
 - Vendor Name
 - Original PO Amount
 - Subcontractor Name & Email
 - All Change Orders/Updated Committed Amounts
 - Invoiced Amounts
 - Balances
 - Individual PO tabs will list individual Invoice Info (amount, invoice #, submission date, etc.)
 - CM/GC will submit batch invoices for signature and processing by the owner
 - Signatures required from trade contractors PM, CM/GC PM, Architect, and UPDC.
 - Signatures will be on the batch cover page for the invoices

- Cover page example to be provided
- CM/GC will hold reoccurring meetings with UPDC and Finance for processing of OSM invoices and confirmation of receipt and budget/spend tracking.
 - To include notices of when new OSM purchase orders are going to be requested.
 - Update if PO's need to be closed out and billing is complete.
- CM/GC to maintain copies of all OSM PO's and Invoices.



Construction Manager - General Contractor Agreement

THIS CONSTRUCTION MANAGER - GENERAL CONTRACTOR AGREEMENT, made the **(Numerical Day)** day of **(Month)** in the year Two Thousand Twenty-Five by and between **(Contractor)**, hereinafter called the Contractor, and the **University of Louisville**, hereinafter called the Owner, is to bind the parties hereto the principals and terms set forth herein, and shall be binding upon the parties hereto, only, upon the successful completion of this document.

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

1) SCOPE OF WORK

The contractor shall furnish all the materials and perform all the work as described in the Request for Proposal (RP-019-25), dated March 5th, 2025 entitled:

RP-019-25 Construction Manager/General Contractor for New Health Science Building

2) TIME OF COMPLETION:

Time is of the essence. Upon Execution of the contract, the Contractor, in cooperation with the Owner shall begin preparations for work on-site. Work must begin no later than **MM/DD/YYYY**, with written notice to proceed from the Owner.

Substantial Completion Date: **03/30/2029**

Final Completion Date: **04/30/2029**

All dates are subject to change if agreed upon by both parties in writing.

3) LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the University of Louisville will sustain substantial monetary and other damages in the event of a failure or delay by the contractor in the completion of the work hereby contracted. It is further understood and agreed and made part of this contract that the work must be begun, performed, and completed without delay by the contractor, and if the contractor fails to begin, perform without interruption, and complete said work in due and proper time, he may be declared in default of this contract. Fixed and liquidated damages in the amount of **(One Thousand Five Hundred Dollars \$1,500.00)** 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 completion date (Article 2) as agreed upon in this Contract, as the same may be revised by any extensions for time granted by the Owner in accordance with Section 11(r) 'Delays and Extensions of Time' of this contract. Said liquidated damages shall cease to accrue for thirty (30) days after the date the work under this contract has been substantially completed and accepted for beneficial occupancy and/or use by the Owner. If the CM-GC does not obtain Final Completion within thirty (30) days following substantial completion, then liquidated damages will be begin to accrue on the thirtieth (30th) day at **One Thousand Five Hundred Dollars \$1,500.00**.

Liquidated damages of **(One Thousand Five Hundred Dollars \$1,500.00)** per calendar day shall be assessed against the contractor for each calendar during which the work under this contract remains incomplete after 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, any liquidated damages in the amount stipulated in this Contract 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 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.

If the work shall not in good faith be commenced by the contractor at the time specified, then the Contractor and his surety or sureties upon his bond shall be liable for and pay to the University of Louisville, all damages sustained by reason of such failure or breach of contract and the Procurement Services Department may immediately rebid the work. Contractor hereby agrees that the Owner, in its sole discretion, may deduct the sum of any liquidated damages from the Contract Amount payable to Contractor.

4) THE CONTRACT SUM:

The Owner shall pay the Contractor for the performance of the Contract, including both pre-construction and construction services obligations not to exceed the total sum as follows:

- **(Enter contract dollar amount: Written and Numerical)**

Subject to additions and deductions for Change Orders made in accordance with the Contract and written approval by the Owner.

5) PROGRESS PAYMENTS:

The Owner shall make payments on account of the Contract as provided in accordance with Section 11(z) 'Payment to General Contractors', and for materials suitably stored at the site of the work up to the first day of that month as estimated by the Architect or Owner, less the aggregate of previous payments.

6) ACCEPTANCE AND FINAL PAYMENT:

Final payment shall be due thirty (30) days after the final pay application has been received by the Owner, provided, that all work has been fully completed in accordance with the plans and specifications as evidenced by a certificate from the Architect (consultant or Owner representative) for the project, and it has been accepted by the Owner.

The Contractor shall submit with his final estimate, evidence satisfactory to the Architect and/or Consultant that all payrolls, material bills and other indebtedness connected with the work have been paid or that provisions for the satisfaction thereof have been made.

If, after the work has been substantially completed, full completion of the work is delayed through no fault of the Contractor, the Owner may pay to the Contractor from the remaining balance of funds for this contract a sum equal to the value of that portion of the work fully completed and accepted by the Owner as herein before provided.

7) THE CONTRACT:

This "Contract", as used herein, collectively consists of this General Contractor Agreement which includes all of the Terms and Conditions contained herein, the Special Conditions attached hereto, the Owner Supplied Materials Procedure attached, the Invitation to Bid or Request for Proposal referenced in Article 1 herein, Payment and Performance Bonds, Bid Bond, Contractors Certificate of Insurance, all Technical Specifications and Drawings as prepared by University Departments and/or Architect, Affidavit for Kentucky Workers Compensation, Executive Order 11246 Compliance Letter, Contractors Existing Workforce

Breakdown, Addenda or Change Orders (if any issued), and all original bid or RFP documents to include but not limited to (as applicable): Specifications and Drawings, Instructions to Bidders, Terms and Conditions, General Conditions, and Form of Proposal. If there are any conflicting terms or conditions with any of the aforementioned documents the most stringent shall govern and control. The most stringent terms and conditions will be determined at the owner's discretion. Should inconsistencies or omissions appear in any of the Contract documents, it shall be the duty of the Contractor to so notify the Owner in writing within three (3) working days of Contractor's discovery thereof. Upon receipt of said notice, Owner shall instruct Contractor as to the measures to be taken and the Contractor shall comply with Owner's instructions

The Specifications and Drawings for this work include the following:

Specifications & Drawings:

All Technical Specifications and Drawings as prepared by: (Enter firm that created specifications/drawings) The Owner and Contractor acknowledge that as of the date of this Contract, not all of the Drawings and Specifications have been finalized. Subsequent to the execution of this Contract, the Owner shall cause the Architect to complete further detailing of various aspects of the Work, and the Architect shall issue Drawings for Bid Packaged scopes at the direction of the Contractor.

Post Bid Correspondence: **N/A**

8) EXTRA WORK:

The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed and paid for in accordance with Section 11(o) 'Changes in the Work' of the contract.

9) SPECIAL NOTICE:

The Contractor hereby certifies that he has fully informed himself of the conditions relating to construction and labor under which the work, under this contract is to be performed, and agrees that he shall employ, so far as is predictable, methods and means in carrying out his work as will not interfere with or interrupt the work of any other contractor working on/or adjacent to the site for this work.

10) OWNER'S RIGHT TO TERMINATE CONTRACT:

The Contract may be terminated for the convenience of the University or for default as provided for by [KRS 45A.200](#).

11) 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 worker like manner.

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

a) DEFINITIONS

Wherever used in these general conditions or in other documents constituting the Contract, 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 means the University of Louisville, represented by the **University Planning, Design and Construction or other University of Louisville Project Manager**.

ARCHITECT means the person, owners' representative, company or corporation, engineer, or consultant named in the Contract. The Architect may also be referred to as "Consultant" or "A/E" in other documents incorporated herein as part of the Contract.

CONTRACTOR means the person, company, or corporation with whom the Owner has executed this Contract. The Contractor may also be referred to as "CM/GC" in other documents incorporated herein as part of the Contract.

SUBCONTRACTOR means any person, company or corporation having a direct contract with the Contractor for the performance of a part of the work or supply of materials. This term includes any company, person, or corporation having a contract with Owner that is subsequently assigned to the Contractor. A Subcontractor may also be referred to as "Trade Contractor" in other documents incorporated herein as part of the Contract.

CONTRACT is defined in Section 7 above.

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

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.

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 Amount or the Contract Completion 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 or orders minor changes in the Work which does not require a Change Order.

COMMISSIONING is the process of ensuring all building systems and equipment systems are designed, installed, functionally tested and operated in conformance with the design intent. Commissioning begins with planning and includes design, construction, start-up, acceptance and training that can be applied throughout the life of the building. Furthermore, the commissioning process encompasses and coordinates the traditional separate functions of the system documentation, equipment start up calibration, testing and balancing, performance testing and clean room operation.

b) THE ARCHITECT/ENGINEER/CONSULTANT

University Planning Design and Construction (UPDC) shall be the Owner's Representative during design, construction, and until the Work is complete.

Champlin EOP, as Architect, will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect.

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. 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 Owner will be the sole interpreter of the requirements of the Contract 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 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.

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. 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 prepare Change Orders, and 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.

The Architect will conduct inspections to verify and approve substantial and final completion of the Contract; 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.

c) 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 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, 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 plans and specifications prepared by the Architect. The Architect's decision regarding compliance with plans and specifications in the case of conflicts shall be final and binding.

d) 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.

e) 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.

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. 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.

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 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.

f) PLANS, DRAWINGS, AND SPECIFICATIONS

Unless otherwise provided in the Contract, the Contractor will be furnished, free of charge, six (6) complete sets of drawings and specifications reasonably necessary for the execution of the Work. Additional copies/sets can be purchased at cost by the Contractor. 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.

g) 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, in its sole discretion, 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 excellent 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.

h) 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.

i) 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 by the Contractor (unless otherwise specified). 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.

j) 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 or directly and solely caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract.

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).

k) CONSTRUCTION AND SAFETY DEVICES

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 Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Division of Occupational Safety & Health Compliance 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 prepare a written safety program for review upon request which includes all pertinent safety standards such as, but not limited to, Control of Hazardous Energy (Lockout/Tagout), Hazard Communication, Fall Protection, Trenching, First Aid, Cranes & Rigging, Bloodborne Pathogens, Respiratory Protection and Hearing Conservation. The Contractor shall require all Subcontractors 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 Education and Labor Cabinet's Division of Occupational Safety & Health Compliance 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 recordable workplace injuries damage to property, materials, supplies, and equipment incident to Work under this Contract.

The Kentucky Education and Labor Cabinet's Division of Occupational Safety & Health Compliance may notify the 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 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 Contract shall prohibit the U.S. Department of Labor or the Kentucky Education and Labor Cabinet's Division of Occupational Safety & Health Compliance 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 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 Contractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Education and Labor Cabinet's Division of Occupational Safety & Health Education & Training (KYSAFE). The Contractor shall provide a part-time, on-site safety coordinator during the full construction period specified (on-site 20% of the time). This person should have a minimum of three (3) years previous experience. The duties of the safety coordinator include the enforcement of all safety regulations as pertains to the Contractor's employees, Sub-Contractors, Visitors, and the Public. The safety coordinator is responsible for enduring the proper maintenance of all pertinent documentation and for completing site inspections as needed based on the stage of the project.

The University of Louisville, or their designee, shall be granted access to the site, without delay, to inspect for health and safety issues related to the project. Hazards and violations identified by the University shall be promptly abated in accordance with federal and state regulations. The owner and their representatives retain the right to stop work immediately if conditions exist that present an imminent danger life, health, property, or the environment. The contractor shall immediately rectify this condition and shall not continue work related to this finding until it is abated to the satisfaction of the owner. 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.

I) 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, 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, 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 directly, in which event the Owner or the separate contractor employed directly by the Owner, shall be responsible for the payment of such costs.

m) INSPECTION AND TESTING OF MATERIALS

All inspection and testing costs required by the Contract shall be paid for by the Contractor unless otherwise specified by the Owner in writing.

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

n) 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 on 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.

o) 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 Procurement Services website: [Procurement 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:

- i. By mutual acceptance of a lump sum.
- ii. 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 ten percent (10%) of 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 Contractor and/or their 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 10%), 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 and terms of the Contract.

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.

p) 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, 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 Amount and Contract Completion Time, if applicable, shall be equitably adjusted by change order upon claim by either party made within twenty days after the first observance of the conditions.

q) 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 Amount shall be made, therefore.

r) 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.

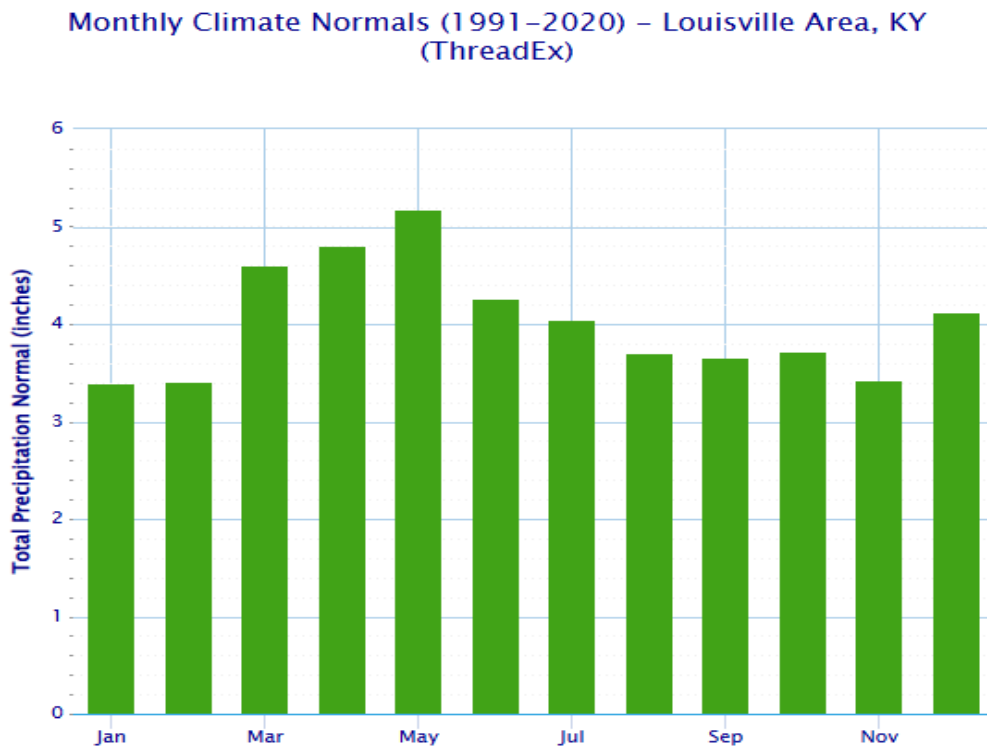
(c) Any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsection (a) and (b) of this article provided, further that the Contractor shall, within 48 hours of the occurrence of the event, notify the Owner in writing, who shall ascertain the facts and extent of the delay 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 shown in Section 11.s below.

s) **WEATHER DATA**

- i) 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 therefrom by the Contractor.
- ii) Weather Conditions – Information in the tables below was compiled from [National Weather Service Data - Louisville, KY](#).

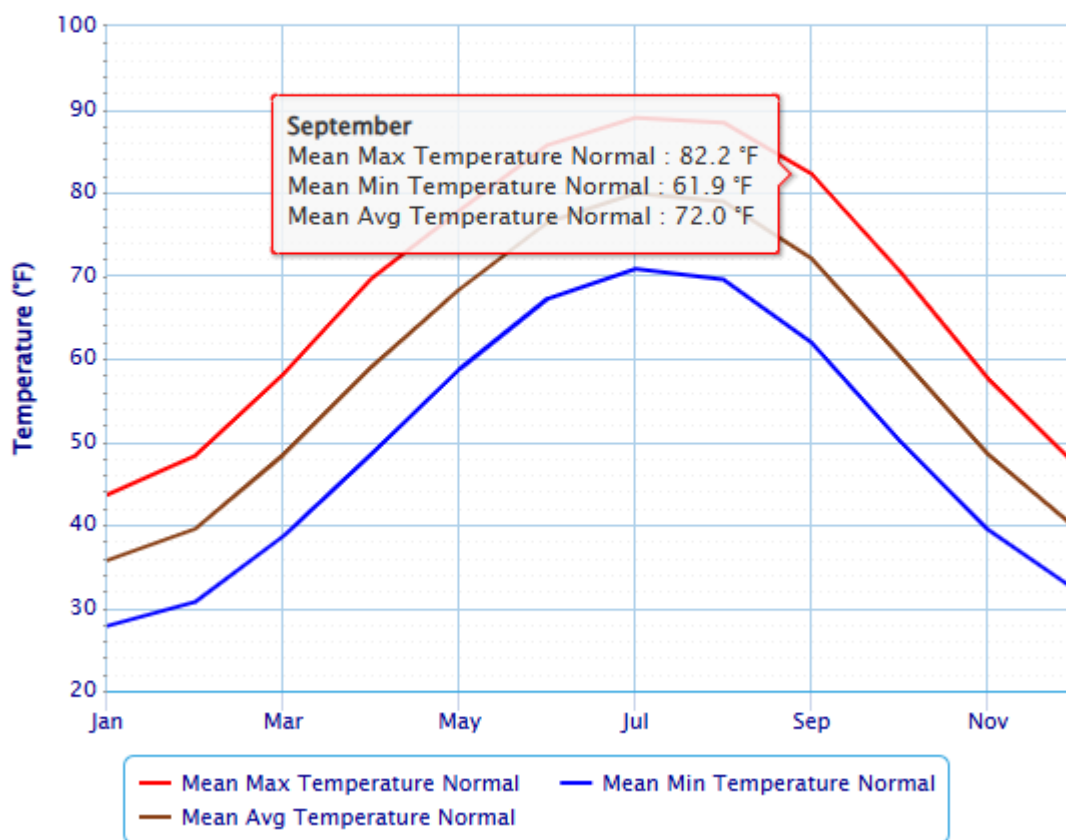
Precipitation



Month	Total Precipitation Normal (inches)
January	3.39
February	3.41
March	4.60
April	4.80
May	5.18
June	4.27
July	4.05
August	3.71
September	3.66
October	3.72
November	3.42
December	4.13
Annual	48.34

Temperatures

Monthly Climate Normals (1991–2020) – Louisville Area, KY (ThreadEx)



Powered by ACIS

Month	Mean Max Temperature Normal (°F)	Mean Min Temperature Normal (°F)	Mean Avg Temperature Normal (°F)
January	43.6	27.8	35.7
February	48.3	30.7	39.5
March	58.1	38.6	48.4
April	69.6	48.5	59.0
May	77.8	58.7	68.3
June	85.7	67.2	76.4
July	89.0	70.8	79.9
August	88.4	69.5	78.9
September	82.2	61.9	72.0
October	70.5	50.1	60.3
November	57.6	39.4	48.5
December	47.2	32.1	39.6
Annual	68.2	49.6	58.9

- iii) For 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 Fahrenheit.
- iv) Request for additional days in construction due to “Unusual Inclement Weather” shall be communicated to the Owner and Owner Representative no less than forty-eight (48) hours after such event occurs. If approved by the Owner, the additional days will be incorporated via Change Order to the original contract.

t) 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, Subcontractors, or third-parties destroyed or damaged by such removal or replacement.

u) CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final certificate of payment nor any provisions in the Contract 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.

v) TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

- i) 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.
- ii) The Contractor shall have the burden of establishing the amount of compensation to which he believes himself to be entitled by 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.

w) 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 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 disregard laws, ordinances, or the instruction of the Architect, or repeated health and safety violations, 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 Amount 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.

x) SUSPENSION OF WORK

i) 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.

ii) 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 Amount or extending the Contract Completion Time, or both, to compensate for the costs and delays attributable to the stoppage of the Work.

y) TIME OF COMPLETION.

The Contractor shall begin work and mobilize on site by the date as specified in the Contract. He shall carry the work forward expeditiously with adequate forces and management process for achieving completion within the Contract Completion Time. All time limits stated in the Contract are of the essence to the Contract.

The Contract Completion Time, unless otherwise provided, is the period of time specified in the Contract for substantial and final completion as defined hereinafter, including authorized adjustments thereto. See Article 2 of this General Contractor Agreement.

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 certified by the Architect in accordance with the following procedures that the Work is sufficiently complete in accordance with the 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.

(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 rate 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 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 General Contractor Agreement. 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 Contractor shall begin the Work within Ten (10) calendar days of the date of commencement as specified in the Work Order/Purchase Order. All time limits stated in the Contract are of the essence of the Contract. The Contract Completion Time 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.

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. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Architect for approval, and subsequently forwarded to the Owners Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

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

As Built Drawings. A qualified representative of the Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract. 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.

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 Architect in writing and request a final inspection. 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 the Architect finds the Work completed and acceptable under the Contract and the Contract fully performed, the Architect will so notify the Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance ARTICLE 11.z- 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 Architect 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:

- i) Digital / PDF documents can be submitted by flash drive, shared link, or drop box.
- ii) Table of Contents and contact list of all contractors and suppliers with Supplier Name,

Supplier Contact, Contact Phone Number, and Contact Email Address. (Provided to Physical Plant and University Planning Design and Construction Departments).

- iii) Hard copy – ‘As Built’ Drawings (full size), Specifications, Shop drawings, Warranties, Permits and Certificates, Test and Balance Report, and Operation and Maintenance (O&M) Manual of all equipment installed and related documents. (Provided to Physical Plant and University Planning Design and Construction Departments).
- iv) Notice of completion and ‘Certificate of Occupancy.’
- v) Digital / PDF copy of items noted in sections ii, iii, and iv above.
- vi) Digital copy of the ‘Bound AutoCAD files’ for all the drawings. REVIT files for the projects worked in REVIT.
- vii) Two (2) hard copies and digital PDF of contractor’s drawings (provided to Physical Plant and University Planning and Design Departments). Examples – sprinkler supplier drawings, structural calculations and drawings, life safety drawings, temperature control drawings, duct drawings, elevators, lighting control drawings, etc.
- viii) Digital / PDF copy of Final Inspection Reports. Punch List during a final walk-through.
- ix) Equipment list – Excel Spreadsheet with equipment name, type, manufacturer, model, serial number, and location (mechanical, electrical, plumbing).
- x) Digital copy of video recordings for maintenance of new equipment installed for University Maintenance Personnel.
- xi) PDF of Fire Alarm System: Record of Completion.
- xii) PDF of Panel Schedule Ledger (panel name, circuit number, load description)
- xiii) PDF of Elevator package
- xiv) Leftover paint for future touch up. List of paint colors, brand, color name, finish type, paint type, etc.
- xv) Color samples of interior finishes.
- xvi) Refer to construction documents specifications for additional specific close out documents to be submitted.

z) PAYMENT TO THE GENERAL CONTRACTOR

Schedules

Prior to submitting the first application for payment, the 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. 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 Contractor’s applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the Contractor. The schedule of progress shall indicate the starting and completion dates of the various stages of the Work.

Payments on account of this Contract shall be made monthly as Work progresses. The Contractor shall submit to the Architect or Owners Representative, 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 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 Procurement Services website: [Procurement Forms](#)

The Architect 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 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 Architect, will issue payment on or within thirty (30) Calendar Days from the date received from the Architect. A reasonable delay on the part of the Owner in making payment to the Contractor for any given payment shall not be grounds for breach of Contract. The Architect 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 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 Contractor shall not relieve either the 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 Contractor's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the Contractor's obligations reflected in prior applications for payment.

Each payment made to the Contractor shall be on account of the total amount payable to the Contractor and the 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 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.

Retainage — The Owner will retain ten percent (10%) of the 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. 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 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.

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 Contractor has failed or refused to correct or complete, or
- If the Contractor has failed to perform any of its obligations under the Contract, or
- Failure of the 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 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 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 Architect that the Work is in accordance with the Contract.

Upon issuance of the Certificate of Final Completion by the Owner and submittal by the Contractor of all required documents and releases, all retained amounts shall be paid to the Contractor as part of the Final Payment. By accepting such payment, the Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the 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 Architect that are outstanding or unresolved.

aa) 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.

bb) USE OF COMPLETED PORTIONS

By mutual agreement between the Owner, Contractor, and Architect, the Owner may use a specified part of the project after an inspection is made. Such possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract.

cc) INDEMNIFICATION

- i) 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 related to Contractor's breach of its obligations, covenants, representations, warranties, or guaranties under this Contract, or (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.
- ii) In any and all claims against the Owner, the Architect or any of their agents or employees by any employee of the Contractor, or 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 or 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.

dd) ARBITRATION

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.

ee) REMEDIES

Automatic injunctive relief, or the payment of attorneys' fees and costs is hereby rejected and limited as set forth herein. Injunctive relief and/or the payment of attorneys' fees and costs shall only be available as remedies to the extent such relief is granted by a court of competent jurisdiction.

ff) INSURANCE [subject to change based on RFP responses]

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 policies and limits approved by Owner.

The 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.

The 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.

gg) 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.

hh) GUARANTY BONDS

Contractor shall furnish a performance and payment bond(s) in an amount equal to one hundred percent (100%) of the Contract Amount 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.

The Contractor's bonds must be increased as Subcontractors are awarded work on the project so that the Contractor's Payment and Performance Bonds shall be equal to the total combined cost of the entire project, including the Contract Amount and all sums due to any Subcontractors.

ii) CLAIMS FOR DAMAGE

- i) 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 thirty (30) days after receipt of written notice thereof, then the Contractor may institute legal proceedings in accordance with applicable provisions of the Kentucky Revised Statutes.
- ii) 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 shall be preserved to the Owner.

jj) DAMAGE TO PROPERTY

The Contractor will be responsible to repair/replace 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 awarded contractor's employees.

The Contractor shall carefully survey existing conditions and examine the drawings and all existing conditions to be affected. The contractor shall take all necessary precautions to ensure against damage to existing conditions.

The Contractor shall document the existing conditions of the site prior to mobilization and submit the documentation to the Owner.

Any damage incurred to the existing condition, indicated to remain shall be repaired or replaced back to its original pre-construction condition by the general contractor at his/her own expense.

Damages resulting from the execution of the work by the Contractor shall be repaired or replaced as approved by the University at no additional cost to University.

kk) LIENS

- i) Lien for labor, materials, supplies, and rental equipment supplied on the contract shall be as provided by KRS [376.195](#) et seq.
- ii) 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](#).
- iii) 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](#).

ll) 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.

mm) 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.

nn) 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.

oo) 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 as far as applicable to their portion of the work.

The Contractor shall make no substitution for any Subcontractor without timely notification to the Department of Procurement Services, 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 shall create any contractual relationship between the Owner and any Subcontractor.

pp) PROJECT SITE LIMITS

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

qq) 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.

A **final clean** is to be conducted at the very end of the project. The Contractor shall remove temporary protection/barricades, if any. The Contractor shall clean all surfaces exposed to view – which includes but is not limited to removing temporary labels, removing stains/foreign substances, and clean debris from roofs, gutters, downspouts, and drainage systems. The Contractor shall remove all waste, surplus materials, dumpsters, and toilet facilities from the site. The awarded contractor is to ensure that all areas of the job site are thoroughly cleaned, safe, and ready for occupancy.

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.

rr) POINTS OF REFERENCE

The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, the 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.

ss) 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 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 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.

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

- i) Unavailability of the materials or equipment due to conditions beyond the control of the supplier.
- ii) Inability of the supplier to meet Contract Schedule.
- iii) 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 Architect 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 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.

tt) 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.

uu) 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. 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.

vv) WAGES AND HOURS

As per House Bill 3, effective January 9, 2017, per KRS [337](#) 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.

All full-time employees working on University funded projects shall be paid a living wage of no less than \$14.16 per hour.

On covered contracts, the Contractor shall post and keep posted in a conspicuous place or places at the site of the work, a copy or copies of prevailing rates of wages and the working hours as prescribed in the Contract.

Any laborer, workman, or mechanic worked in excess of eight (8) hours per day for forty (40) hours per week, except in cases of emergency caused by fire, flood, or damage to life or property shall be paid not less than one and one-half (1-1/2) times the basic hourly rate of pay as fixed by law for all overtime worked. The determination of when an emergency exists shall be made by the public authority letting the contract as provided for by law.

On covered contracts, the Contractor shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the federal prevailing rate of wages. Records shall indicate the hours worked each day by each employee in each classification of work and amount paid each employee for his work in each classification. Payroll records are to be maintained for one year after completion of the contract. These records are to be open for inspection and transcript by the US Secretary of Labor at any reasonable time. These records may also be audited upon request by the Owner.

ww) 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.

xx) 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](#) that 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.

yy) 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 conducts and responsibilities shall be discussed regularly at sub-contractor meetings.

zz) AUDITED FINANCIAL 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.

aaa) 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."

bbb) SMOKE FREE FACILITIES

Smoking by Contractor and subcontractors is prohibited on all University of Louisville Belknap, Health Sciences and Shelby Campus.'

ccc) COVID-19 SAFETY REQUIREMENTS

Contractors, their subcontractors, and all associated personnel, while on any University of Louisville property or University of Louisville controlled property, must be in compliance with all current University health guidance including state, local, and/or federal public health guidance for the prevention of spread of COVID-19. These guidelines include, but are not limited to, practicing social distancing to the extent practicable, and wearing a mask that covers both the individual's nose and mouth. Further details regarding University COVID-19 safety procedures can be found here: [University of Louisville COVID-19 Guidelines](#). Current CDC guidelines can be found here: [CDC COVID-19 Guidelines](#). For informational purposes only, Kentucky COVID-19 resources can be found here: [KY COVID-19 Resources](#).

12) MISCELLANEOUS

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Contract is to be performed, and agrees that it shall employ, methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other contractors working on/or adjacent to the site for this Work. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

This Contract (as defined herein and including all documents referenced herein) is solely for the benefit of the parties hereto and represents the entire and integrated Contract between the parties hereto and

supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Contract shall not be modified except by a written instrument signed by the parties.

13) SUPPLIER CERTIFICATION

The following certifications and acknowledgements are applicable as indicated by the particular provision. As used herein, the term "Supplier" shall mean Contractor, and the term "University" shall mean Owner. To the extent any referenced laws or Executive Orders are modified or are no longer enforceable and/or effective as of the date of this Contract or thereafter, any provisions requiring compliance with such modified or lapsed laws or Executive Orders shall only apply to the extent the law or Executive Order is still in effect, and all other provisions shall remain as binding parts of this Contract, to the extent applicable.

a. EQUAL OPPORTUNITY CLAUSE

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders.
- v. 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 the purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. 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 cancelled, 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 or 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.
- vii. Supplier will include the provisions of Paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by the rules, regulations, or orders issued pursuant to

Section 204 of Executive Order 11246 or September 24, 19965, 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 provision 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.

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

(Applicable to Supplier exceeding \$10,000 in Contracts with a University 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:

- i. 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 (iii) and (iv) of this clause are not required.
- ii. 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 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.
- iii. The reports required by Paragraph (i) 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.
- iv. The Supplier shall submit a report within thirty (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.
- v. 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. If 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.
- vi. This clause does not apply to the listing of employment openings which occur and are filled outside of the fifty (50) states, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

- vii. 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.
- viii. 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, 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 U.S. 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. "Disable 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 5, 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 5, 1964, and (2) who was so discharged or released within the 48 months preceding his application for employment covered under this part.

c. CERTIFICATE OF NONSEGREGATED FACILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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 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. The

undersigned bidder, offeror, 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.

d. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

(Applicable to Suppliers exceeding \$10,000 in Contracts with a University 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 disabled individuals.

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

- i. That it will not discriminate against any employee or applicant for employment because of physical or mental disability regarding 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:
 1. Recruitment, advertising, and job application procedures.
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
 3. Rates of pay or any other form of compensation and changes in compensation.
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 5. Leaves of absence, sick leave, or any other leave.
 6. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
- ii. That it will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- iii. 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.
- iv. 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).

- v. 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.
- vi. 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 provision 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.

e. AFFIRMATIVE ACTION PROGRAM REQUIREMENT

(Applicable to Suppliers employing fifty (50) or more employees and exceeding \$50,000 in Contracts with a University 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.

f. FILING CERTIFICATE

(Applicable to Suppliers employing fifty (50) or more employees and exceeding \$50,000 in Contracts with a University 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).

g. AFFIRMATIVE ACTION CERTIFICATE

(Applicable to Suppliers employing fifty (50) or more employees and exceeding \$50,000 in Contracts with a University 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 subcontracts and suppliers.¹

h. 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 University 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 University affiliated entity or federal entity providing the funding. The University affiliated entity will determine the appropriate sanction and/or penalty, up to and including the inability to provide future goods or services to any University affiliated entity. In determining the appropriate sanction and/or penalty, the University 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 ten (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 University 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.

i. DAVIS BACON ACT

(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 University affiliated entity's decision to make a Contract with Supplier is conditioned upon the acceptance of the wage determination.

j. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to federal 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 more than 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.

k. 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

¹ Non-construction 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.

with the funding Federal agency and to the Regional Office of the Environmental Protection Agency (EPA) and agrees to notify the University affiliated entity of any such violations.

I. TERMINATION

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

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

m. 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 U.S.C. 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, completions, 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:

- i. 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.
- ii. 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 University affiliated entity.
- iii. 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.

n. ACCESS TO RECORDS

(Applicable to any federally funded Contracts)

The University affiliated entity reserves the right to inspect, upon reasonable advance notice by

the University 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 the Contract. Supplier agrees to provide copies of any records, receipts, accounts, or other documentation to the University affiliated entity in a timely fashion as reasonably requested by the University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to the performance of the Contract for a minimum period of three (3) years after the date of receipt of the final payment.

o. AUDITS

(Applicable to any federally funded Contracts)

Supplier assures University 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 University affiliated entity of completion of required audits and of any adverse findings which impact this Agreement, including those required audits conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). The University 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 University affiliated entity. Supplier will keep all usual and proper records and books of accounts in accordance with GAAP relating to performance/provision of Services for a minimum period of three (3) years after the date of receipt of the final payment.

p. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the awarding agency.

q. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in 2 CFR part 180 restrict awards, subaward, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

r. DOMESTIC PREFERENCE FOR PROCUREMENTS

i. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

s. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- i. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or a critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purposes of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), head of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected business, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and ensure that communications services to users and customers is sustained.
 5. See Public Law 115-232, section 889 for additional information.
 6. See also §200.471.

t. NEVER CONTRACT WITH THE ENEMY

- i. Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

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 University 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 University affiliated entity. Any changes must be agreed

to in a signed separate writing specifically addressing the particular provision(s).

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be executed by their respective duly authorized officers.

ABC COMPANY

Signature: _____

Print Name: _____

Title: _____

Date: _____

UNIVERSITY OF LOUISVILLE

Signature: _____

Print Name: _____

Title: Contract Specialist

Date: _____

Signature: _____

Print Name: Amber Horn

Title: Director, Procurement Services

Date: _____

Department Recommendation:

Signature: _____

Print Name: _____

Title: _____

Date: _____



**Special Conditions
RP-019-25
CM-GC HSC New Building**

ARTICLE 1 GENERAL INFORMATION

1. These Special Conditions are intended to modify, supplement, or delete from applicable Articles of the General Conditions.
2. Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.
3. Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

ARTICLE 2 INTENTIONALLY OMMITTED

ARTICLE 3 GEOTECHNICAL REPORT

A Geo-Technical report will be provided to the CM-GC at the appropriate time.

ARTICLE 4 ENVIRONMENTAL SITE ASSESSMENT

An Environmental Site Assessment will be provided to the CM-GC at the appropriate time.

ARTICLE 5 COST OF THE WORK FOR CONSTRUCTION PHASE

1. Costs Included in the Contract Amount.

The costs described in this Section 5.1 may be included in the CM-GC's calculation of the Contract Amount as defined in the Construction Manager – General Contractor Agreement. Nothing herein shall permit or require payment by Owner in excess of the agreed upon Contract Amount unless agreed upon by both parties in a subsequent written amendment to the Contract. Notwithstanding the breakdown or categorization of any costs to be reimbursed through payment of the Contract Amount as set forth in this Article 5 or elsewhere in the Contract, there shall be no duplication of payment in the event any particular items for which payment is required can be characterized as falling into more than one of the types of compensable or reimbursable categories.

- A. Labor Costs.
- B. Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools (not owned by the workers) consumed in the performance of the Work. Any such items used but not consumed which are paid for by the Owner, shall become the property of the Owner and shall be delivered to the Owner upon completion of the Work in accordance with instructions furnished by the Owners. If the Owner elects, however, the CM-GC shall purchase any

such items from the Owner at a purchase price equal to the original cost charged to the Owner, less the reduction in fair market value resulting directly from use of any such item in connection with the Work or such other price that is mutually acceptable to the Owner and the CM-GC. Upon request by the Owner, the CM-GC shall furnish the Owner with any information and documentation necessary to verify the period of time for which such items were used in connection with the Work.

C. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the CM-GC at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rental charges shall be consistent with those generally prevailing in the location of the Project. The CM-GC shall obtain bids for all machinery and equipment to be rented from no less than two responsible suppliers other than the CM-GC itself, or a related party. The Owner shall, with the advice of the CM-GC determine which bid is to be accepted. The total rental cost of any CM-GC-owned item or any rented item shall not exceed sixty percent (60%) of the fair market value of the piece of machinery or equipment as of the date that the machinery or equipment is first put into service in connection with the Work. The CM-GC shall pay any excess rental charges. Rates of CM-GC-owned equipment and quantities of equipment shall be subject to the Owner's prior approval. The rates for CM-GC-owned equipment will be set forth, as well as the fair market value of the equipment as established by a national industry publication.

D. Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract, provided however, such costs shall not be included in the Cost of the Work for purposes of calculating the CM-GC's Fee. Premiums for Subcontractor Default Insurance provided such costs shall not be included in the Cost of the Work for purposes of calculating the CM-GC's Fee. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

E. Deposits lost for causes other than the CM-GC's negligence or failure to fulfill a specific responsibility in the Contract Documents.

F. The costs charged to CM-GC's contingency, following approval and written agreement of the Owner on the contingency amount set forth in the GMP.

2. Costs Not to Be Reimbursed.

1. Notwithstanding anything herein or in the Contract to the contrary, the following costs will be the sole responsibility of the CM-GC and will not be included in the Contract Amount or otherwise reimbursed by Owner:

2.

- A. Salaries and other compensation of the CM-GC's personnel stationed at the CM-GC's principal office or offices other than the site office, except as specifically provided in Section 5.2
- B. Expenses of the CM-GC's principal office and offices other than the site office.
- C. Overhead and general expenses, except as may be expressly included in Sections 5.1
- D. The CM-GC's capital expenses, including interest on the CM-GC's capital employed for the Work
- E. Except as provided in Section 5.1 of this Agreement, costs due to the negligence or failure of the CM-GC, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract.
- F. Any cost not specifically and expressly described in Sections 5.1

3. Discounts, Rebates and Refunds.

- A. Cash discounts obtained on payments made by the CM-GC shall accrue to the Owner if (1) before making the payment, the CM-GC included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the CM-GC with which to make payments; otherwise, cash discounts shall accrue to the CM-GC. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall be accrued to the Owner, and the CM-GC shall make provisions so that they can be obtained.
- B. Amounts that accrue to the Owner in accordance with the provisions of Section 5.1 shall be credited to the Owner as a deduction from the Cost of the Work.
- C. Related Party Transactions
- D. For purposes of Section 5.3.C, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the CM-GC; any entity in which any stockholder in, or management employee of, the CM-GC owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the CM-GC. The term "related party" includes any member of the immediate family of any person identified above.
- E. If any of the costs to be reimbursed arise from a transaction between the CM-GC and a related party, the CM-GC shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the CM-GC shall procure the Work, equipment, goods or service from the related party, as a Subcontractor. If the Owner fails to authorize the transaction, the CM-GC shall procure the Work, equipment, goods or service from some person or entity other than a related party.

4. Accounting Records.

- A. The CM-GC shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the CM-GC's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The CM-GC shall preserve these records for a period of three years after final payment, or for such a longer period as may be required by law.

ARTICLE 6 ASBESTOS-CONTAINING MATERIALS REPORT

An Asbestos Containing Materials report will be provided to the CM-GC at the appropriate time.

ARTICLE 7 ADDITIONAL REPORTS

Additional surveys/reports determined as necessary during the design process will be conducted through the University and reports will be provided to the Architect and CM-GC.

ARTICLE 8 PROGRESS MEETINGS

1. In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Pre-construction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: review of each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of Work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.
2. CM -GC shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.
3. With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:
 - A. The Owner's Project Manager
 - B. The Architect.
 - C. Contractor (also referred to herein as the "CM/GC").
 - D. Subcontractors.
 - E. Others requested to attend.
4. A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Architect.

ARTICLE 9 CRITICAL PATH CHART (CPM)

1. CM-GC shall prepare schedules as a critical path chart with separate divisions for each major portion of the Work or operation, identifying first Work day and final Work day. Schedule shall include divisions for Work to be accomplished remote from central construction site, e.g. utilities, from outside the construction site to the site for chill water, steam, electrical, communications and fire service. The sequence of listings shall follow the Table of Contents of the Specifications. The maximum sheet size shall be 30" x 42".
2. The Critical Path Schedule shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction. It is required for Work to be accomplished remote from the central construction site be scheduled so that disruption from construction will be minimized. Start dates and completion dates for that portion of the Work must be maintained and completed in the shortest reasonable time. The Architect will review the schedule for compliance. Each item shall be identified by Specification section number. Sub-schedules shall be provided to define critical portions of the entire schedule. Schedules shall show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month. A separate schedule of submittal dates for Shop Drawings, product data, and samples will be required. Such separate schedule shall show decision dates for selection of finishes and delivery dates for Owner furnished items, if any.

3. Schedules shall be revised to indicate progress of each activity to date of submittal and Projected completion of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes, provide a narrative report to define problem areas, anticipated delays, and impact on Schedule, and report corrective action taken, or proposed, and its effect.
4. Initial Schedules shall be submitted within 15 days after the date established in Notice to Proceed for each Trade Contractor. After review, required revised data shall be completed within 10 days. Up-dated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one opaque reproduction and one reproducible transparency along with a transmittal letter.
5. Copies of reviewed Schedules are to be provided to the job site file, subcontractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, problems anticipated by Projections shown in Schedules.
6. The processing of all progress payments is contingent upon the submission and approval of critical path schedules.

ARTICLE 10 RESIDENT INSPECTOR; Not Applicable

ARTICLE 11 FIELD OFFICE

1. CM-GC shall make his own provision for field office for his own personnel. Quantity and location are subject to approval of the Consultant and the Owner's Project Manager.
2. Any field Office must be of the size to accommodate up to thirty (15) individuals over and beyond the
3. CM-GC staff for weekly progress meetings etc. Additional space for contiguous meetings shall also be available within the CM-GC job site trailer. All cost for setup and removal shall be the responsibility of the CM-GC.
4. Utility connection and service costs will be part of the cost of work and included in the CM-GC services.
5. Any and all furniture, copiers, fax machine, other equipment and postage the CM-GC requires to fully provide the services as defined in the contract. All cost to produce, copy and distribute the monthly report shall be included by the CM-GC.
6. Printing: All printing costs associated with the project except costs associated with the Bid, Contract documents and change request proposals for distribution to the project team and Trade Contractors shall be the responsibility of the CM-GC.

ARTICLE 12 FIELD OFFICE

1. CM-GC shall make arrangements for the installation of internet services onsite. Internet service during the length of construction shall be paid for by the CM-GC.
2. Internet capability on site with sufficient speed, band width and download size acceptable to send and receive JPEGs, AutoCAD drawings, photos, and PDFs. As well as stream Teams meetings and live BIM coordination meetings.

3. All other on-site communication devices/services shall be the responsibility of the CM-GC. Fax, Phone, Etc.

ARTICLE 13 CONSTRUCTION FENCE

1. All fencing to comply with Section 3304.0 of the Kentucky Building Code except where the following requirements are more stringent:
 - A. All job site perimeter fencing within 5 feet of a walkway, street, lot line, or public way shall be 8 feet in height.
 - B. All job site perimeter fencing more than 5 feet from a walkway, street, lot line, or public way shall be a minimum of 8 feet in height.
 - C. All fencing shall be of a woven material such as chain link or a solid type fence with a fence screen. Fencing shall include gates required for construction operations. Gates shall be lockable with both the CM-GC's lock, and a lock provided by the Owner. Access shall also be provided to UofL Physical Plant Dept.
 - D. Fence screen shall have custom sections designed by owner/A/E with branding, renderings, etc.
 - E. It shall be the CM-GC responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. The cost of the construction fence is to be included in the GMP and provided by the trade contractors.
 - F. The CM-GC shall be responsible for fencing shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The CM-GC shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.
 - G. CM-GC and Trade Contractors not complying with the requirements of this Article 16 shall be given written notifications via the Consultant. If compliance is withheld, the CM-GC may be charged for Work done on his behalf provided approval is gained from the Owner prior to issuance of the charge.
 - H. Plastic construction fence may be used as a visual warning barricade within the fenced construction site. This type of fencing is not acceptable as perimeter protection fence. All perimeter construction fence shall be set in the ground. Temporary perimeter fencing shall not be used. Fencing constructed shall be of a post size, fence gauge and size to withstand any wind force to avoid overturning. Dust cloth shall be used in fence system.

ARTICLE 14 PROJECT SIGN

1. The CM-GC shall furnish, install and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and CM-GC. Not to be assigned under future bid package.
2. No signs, except those attached to vehicles or equipment may be displayed without permission from the Consultant and the Owner's Project Manager. No political signs will be permitted

ARTICLE 15 PARKING

1. The CM-GC and Trade Contractors may park anywhere inside of the fenced in construction worksite free of charge with no permit required. This only applies to vehicles inside of the fenced in construction area.
2. The following shall apply to all contractors parking outside of the fenced in worksite of the project:

"Contractor" is defined as any company that is contracted by the university for construction, renovation or repair projects. Any general contractor who has been awarded a project for campus construction is eligible to purchase two (2) Contractor parking permits at the established fee. Only the general contractor and/or key subcontractor may use these permits during the construction period. Additional parking for construction workers is available in lots designated by Parking and Transportation at the established fee. The parking will be determined at the time of the permit purchase. Regardless of parking area, all contractors who wish to park a motor vehicle on University property are required to purchase and display a University of Louisville permit. Contractor parking permits are available at weekly and monthly rate to be verified with the parking department.

3. Contractors are to follow all University parking rules and regulations founds at:
<https://louisville.edu/parking/rules-regulations>

ARTICLE 16 SANITARY FACILITIES

At the beginning of the project, before any Work is started, the CM-GC shall assume responsibility for: 1) furnish, install and maintain ample sanitary facilities. Permanent toilets in surrounding buildings shall not be used during construction of the Project. 2) Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 17 ALLOWANCES AND RULES OF MEASUREMENT

1. Rules of Measurement shall be established by the Consultant in the field. Actual measurement square shall be taken in the field. These amounts shall become binding upon the CM-GC and be adjusted as mentioned before.
2. The CM-GC shall coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new streetlights, relocation of overhead or underground lines, and any other Work called for on the Plans and Specifications.

ARTICLE 18 SEQUENCE OF CONSTRUCTION

To be determined by the Architect, Owner and CM-GC.

ARTICLE 19 CRANE & MATERIAL HOIST OPERATIONS

1. CM -GC shall specify and bid through appropriate Trade Contractor packages any required crane/hoist with all appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by the Trade Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Trade Contractor's flag men shall coordinate these activities with the appropriate security personnel.
2. Crane and material hoist shall be safely secured and inaccessible during non-operating hours. CM-GC shall coordinate all operations and or erection of a crane or material hoist.
3. Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by the CM-GC. The CM-GC shall adhere to the University's Tree protection guidelines that are available from the University's Physical Plant Department.

ARTICLE 20 UTILITIES

1. The CM-GC shall be responsible for providing and coordination of all temporary utilities required for construction until Substantial Completion has been achieved. Costs for these utilities, including usage costs, will be paid for by the Owner.
2. CM-GC shall coordinate any and all outages and startups with the University, Steam and Chilled Water Plant (if applicable), and City of Louisville utility providers. 48 hours' notice shall be provided to the University.

ARTICLE 21 CLEANING AND TRASH / DEBRIS REMOVAL

1. The CM-GC shall specify and be responsible for the supply and disposal of adequate trash or debris containers/dumpsters. The CM-GC shall supervise the removal of all trash/debris from the project daily and properly disposed. Final cleanup shall be the responsibility of the CM-GC or an assigned Trade Contractor under the supervision of the CM-GC.
2. Unused excess materials, if any, shall become the Owner's property at the completion of the Work and shall be properly stored at the Project site in accordance with the Owner's instructions, or, at the Owner's option, shall be sold by the CM-GC. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 22 BLASTING

1. There shall be no blasting under any conditions on University of Louisville property unless specified in these Special Conditions.

ARTICLE 23 CUTTING AND PATCHING – NEW AND EXISTING WORK

1. The Contractor shall install new sidewalks in accordance with the specifications set forth in this Agreement and shall ensure that the newly installed sidewalks are consistent with the existing sidewalks in terms of height, width, material, and safety requirements.
2. The new sidewalks shall align seamlessly with any existing sidewalks to provide a continuous and uniform pedestrian path. The transition between the new and existing sidewalks shall be smooth and free of any trip hazards, gaps, or abrupt changes in elevation.
3. The height and elevation of the new sidewalks shall be consistent with the adjoining existing sidewalks. The Contractor shall ensure that the finished surface of the new sidewalks matches the height of the existing sidewalks to prevent any uneven transitions or safety issues.
4. The width of the new sidewalks shall be the same as the adjoining existing sidewalks, unless otherwise specified in this Agreement. Any deviation in width must be approved by the Project Manager and must be justified with proper documentation, including safety considerations and ADA (Americans with Disabilities Act) compliance.
5. The material used for the new sidewalks shall be the same as the material of the existing sidewalks, or as specified in the contract documents. The Contractor shall use concrete, asphalt, or other specified materials that match the aesthetic and durability standards of the existing sidewalk.
6. The new sidewalks shall meet all applicable safety standards, including but not limited to ADA (Americans with Disabilities Act) requirements, local building codes, and regulations. The Contractor shall ensure that there are no protruding edges, uneven surfaces, or obstacles that could pose a hazard to pedestrians, particularly those with disabilities.

7. The curing, finishing, and maintenance of the new sidewalk surface shall be consistent with industry standards and in accordance with the specifications for the existing sidewalk. Any work related to the finish or texture of the new sidewalk shall match that of the adjoining sidewalk to ensure uniformity in appearance and function.

ARTICLE 24 UNRELATED PROJECTS

Several unrelated construction Projects may/will be under way during the course of the Work related to this Project. The CM-GC for this Project must coordinate with any other contractors working in this area.

ARTICLE 25 OWNER SUPPLIED MATERIALS (OSM)

1. The CM-GC shall supervise and coordinate the delivery and installation of all materials purchased by the Owner through trade contractor bid submissions. The Owner intends to purchase directly, materials totaling \$10,000 or greater included in each trade contractors bid submission in order to take advantage of tax-exempt status. The CM-GC shall take full responsibility of the owner supplied material program as set forth by the owner, which includes but is not limited to the following:
 - A. The review of all trade contractor bid submissions for accuracy according to the specifications of the bid pack. This includes the review of all documentation and attachments for OSM purchase orders submitted to the owner by the trade contractor. It shall be the responsibility of the CM-GC to notify the owner of any discrepancies before an order is placed.
 - B. Designate delivery dates of OSMs in Contractor's construction schedule.
 - C. Provide Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for OMs in the work.
 - D. Receive, unload, handle, store, protect, and supervise the installation of OSMs.
 - E. Make building services connections for OSMs.
 - F. Protect OSMs from damage during storage, handling, and installation and prior to Substantial Completion.
 - G. Repair or replace OSMs damaged following receipt.
 - H. Provide full warranty required by specifications for OSMs.
 - I. Inspect all deliveries in a timely manner and document materials damaged in shipping. File freight claims with carrier for missing or damaged OSM's.

ARTICLE 26 REMOVED ITEMS

The CM-GC shall supervise and coordinate the removal of any specified items within bid packages the Owner identifies

ARTICLE 27 INTERIOR CLOSURE

The CM-GC shall supervise and coordinate the installation of any required Interior Enclosures within bid packages the Owner identifies as needed

ARTICLE 28 UofL INFORMATION TECHNOLOGY

The University of Louisville's Information Technology Services (ITS) Network & Telecom manages the campus telephone system and data network. The CM-GC, during the initial startup of construction, shall coordinate with a representative from UofL ITS Network & Telecom for installation of voice and data switches/gear during the construction period. Communications conduit systems provided by electrical contractors must have pull strings installed prior to communications pre-wiring installation. A minimum of thirty (30) days' notice shall be given to UofL ITS Network & Telecom prior to the start of the time window for switch/gear install.

ARTICLE 29 SMOKE DETECTORS / FIRE ALARMS – EXISTING AND/OR NEW FACILITIES

CM-GC shall insure all smoke detectors in Work areas are protected to prevent false alarms. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The CM-GC and Trade Contractors must follow the procedure outlined for Utility Outages and any documented charges charged by the responding fire department due to a false alarm shall be paid by the appropriate trade contractor. As soon as all Work is completed notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Contractor, all protected smoke detectors will be uncovered and tested.

ARTICLE 30 FIELD CONSTRUCTED MOCK-UPS

Mock- up systems will be required on site. The CM-GC shall specify and bid through the appropriate Sub-contractor for these services. The mockup, size, make up and description shall be determined during design and provided by the architect as described in the specifications.

ARTICLE 31 WORK HOURS

Standard work hours for this project shall be from 7:00 AM to 5:00 PM, Monday through Friday. The CM-GC and assigned Trade Contractors may request additional work hours/days. However, additional work hours and days must be approved by the owner prior to any work being scheduled.

ARTICLE 32 COMMISSIONING

The Consultants shall develop in conjunction with input from the CM-GC, specific Sub-Contractors and University personnel, a Commissioning program for all building systems and equipment. This program is to be comprehensive, easy to use and modified for the requirements of Belknap Residence Hall Project. The commissioning plan shall be provided no later than 12 months prior to the substantial completion date. Programming of systems, controls and other building control functions shall be designed and shop drawings submitted not later than 10 months prior to the substantial completion date.

ARTICLE 33 POST CONSTRUCTION

The CM-GC shall remain on site for a period of sixty days after final completion to assist the University with Warranty, punch list completion, maintenance orientation and other duties as may be appropriate to assist the University and consultants with project close out. If after sixty days, the above items have not been completed through no fault of the CM-GC firm the CM-GC may remain on site until the project is complete. Compensation for any additional time will be negotiated and agreed upon in writing prior to the CM-GC providing any additional post construction services. The CM- GC shall assist the University as necessary during the warranty period and be represented at the year-end warranty inspection/conference.

ARTICLE 34 BID & BONDING

All bids and subsequent bid packages shall be issued and opened by the University of Louisville Purchasing Office under the direction of the owner's representative and consultation from the CM-GC firm. Upon award of these packages the contract shall be assigned to and managed by the CM-GC. CM-GC's Payment and Performance Bond shall be equal to the total combined cost of all bid packages, including the Contract Amount under the CM-GC's Contract and all sums due to any Subcontractors.

ARTICLE 35 CONSTRUCTION CONTINGENCY

1. The CM Contingency is intended to be used by the CM for the cost of work required to complete the construction but not otherwise allocated to another line item in GMP, included in the scope of the trade packages or called for in the construction documents. Such work shall include but not be limited to refinement of the design not reasonably inferable from the contract documents, unforeseen conditions, areas of work not included in the respective trade packages and delays in receipt of materials.
2. The cost of work that is defined in the trade packages, bid documents or subsequent clarifying documents AND reasonably inferred in the construction documents shall be borne by the CM and not paid for with the CM Contingency.
3. The CM, with owner approval, may utilize the CM contingency without necessity of a change order, without constituting a change in the scope of work, and without any change in the GMP. Regular contingency spending reports, including supporting documentation, is required in conjunction with the AOC meetings. Contingency shall be released to the owner at appropriate intervals during construction. 100% of the remaining funds at final completion will be returned to the owner via a deductive change order.

ARTICLE 36 TRAVEL

The CM-GC shall be responsible for any travel of the CM-GC staff unless specifically requested by the University.

ARTICLE 37 CONSTRUCTION PHOTOS

1. CM-GC shall be responsible for costs of photographs required to document construction progress, including photographs for the monthly report.
2. Timelapse cameras will be required from beginning of construction through final completion.

ARTICLE 38 RECYCLING

1. Recycling is required during demolition of existing buildings/spaces as required to achieve LEED Gold.
2. Recycling of construction waste is required as required to achieve LEED Gold.