

**OFFICIAL BID DOCUMENT
FOR
FIRE DOOR REPLACEMENT
NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY**

This Official Bid Document consisting of pages 1 through 11, shall be used in submitting a bid document for the work. Copies will be furnished upon request by the authority issuing the Contract Documents.

THIS BID DOCUMENT SUBMITTED BY _____

(Name and Address of Bidder)

DATE: _____ TELEPHONE: _____

GENTLEMEN:

This Bidder, in compliance with your Request for Bid No. RFB-163-21, and having carefully examined the Drawings and complete Contract Documents as defined in Article 1 of the General Conditions as well as the Specifications for the work as prepared by DLZ Kentucky, Inc.; hereby proposes to furnish all labor, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated Lump Sum Bid Amount.

The Bidder hereby acknowledges receipt of the following Addenda:

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

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

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ALL BLANKS IN THE BID DOCUMENTS SHALL BE COMPLETED AND ALL REQUIRED SUPPORT DATA SHALL BE FURNISHED. IF INDICATED IN THE BIDDING DOCUMENTS, SUMS SHALL BE EXPRESSED IN BOTH WORDS AND FIGURES. IN THE CASE OF DESCREPANCY BETWEEN THE TWO, THE AMOUNT IN WORDS SHALL PREVAIL.

LUMP SUM BASE BID:

The Bidder agrees to furnish all labor, materials, supplies and services required to complete this project defined as Fire Door Replacement, Northpoint Training Center, Burgin, Kentucky for the Department for Facilities and Support Services, Commonwealth of Kentucky, in accordance with the Drawings, Specifications, and Contract Documents, and any duly issued Addenda for the LUMP SUM BID AMOUNT set forth below:

LUMP SUM BASE BID AMOUNT:

_____ DOLLARS
(USE WORDS)

_____ CENTS (\$ _____)
(USE WORDS) (USE FIGURES)

NOTE: THE AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST PAGE MUST BE PROPERLY EXECUTED FOR THE LUMP SUM BASE BID TO BE VALID.

OFFICIAL BID DOCUMENT

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

I, HEREBY CERTIFY:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer and employee of the bidding corporation having authority to sign on it's behalf (if the bidder is a corporation);
2. That the submitted bid or bids covering Division of Engineering and Contract Administration Request for Bid No. RFB-163-21 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contract with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390; and 45A.330 to 45A.340 and 45A.455;
5. This offer is for thirty (30) calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the Division of Engineering and Contract Administration of any or all items bid above, a contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Official Bid Document including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.
8. That the bidder, if awarded a contract, would not be in violation of the Executive Branch Code of Ethics established by KRS 11A.001 through KRS 11A.990.
9. That the bidder is not debarred from doing business with federal agencies and that, if debarred during the life of the contract, the bidder will notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment.

READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ **FIRM:** _____

PRINT NAME: _____ **ADDRESS:** _____

TITLE: _____

DATE: _____

CITY _____ **STATE** _____ **ZIP CODE** _____

TELEPHONE NO: _____

FEDERAL ID. NO. OR SOCIAL SECURITY NO. _____ **EMAIL:** _____

***Disadvantaged Contractors, check type of certification:**
 WBE MBE DBE SERVICE-DISABLED VETERAN
***Disadvantaged Contractors attach a copy of certification.**

OFFICIAL BID DOCUMENT – SUBMITTAL DATA

THE FOLLOWING ITEMS ARE HEREWITH ENCLOSED AS REQUIRED:

- Sworn Required Affidavit For Bidders, Offerors And Contractors
- Sworn Affidavit for Claiming Resident Bidder Status
- Vendor Report of Prior Violations of KRS Chapters, 136, 139, 141, 337, 338, 341 and 342.
- Bidder's Qualifications.
- List of Unit Prices, if applicable
- List of Subcontractors, if applicable
- List of Materials and Equipment, if applicable
- Bid Guaranty in the amount of no less than five percent (5%) of the TOTAL BID AMOUNT.
- Roofing Certifications, if applicable.

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

The following form (page 5) relative to Campaign Finance Laws shall be completed in total, notarized and returned with your bid. Responsibility of a bidder or offeror for a contract award shall not be made until the bidder or offeror provides this sworn statement.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. Pursuant to [KRS 45A.480](#) the bidder or offeror swears and affirms under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance according to [KRS Chapter 342](#) and unemployment insurance according to [KRS Chapter 341](#).
 - f. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
 - g. By his signature, the offeror certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating any conflict-of-interest statute ([KRS 45A.330](#), [KRS 45A.335](#), [KRS 45.340](#), [KRS 45A.990](#), [KRS 164.390](#)) or [KRS 11A.040](#) of the Executive Branch Code of Ethics, relating to employment of former public servants.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
 - c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this ____ day of _____, 20__.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the owner to be submitted as set forth herewith:

1. This firm is a Corp. _____, Partnership _____, or Proprietorship _____.
2. A permanent place of business is maintained at:

STREET	CITY	STATE	ZIP CODE
--------	------	-------	----------

TELEPHONE NUMBER

3. The following construction plant and equipment will be made available for use on this contract:

4. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

5. Experience of Contractor on other similar work:

6. We now have the following jobs under contract and bonded:

JOB	TOTAL CONTRACT	PERCENT COMPLETED
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

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LIST OF PROPOSED SUBCONTRACTORS:
(Must be submitted with Bid)

The following list of proposed subcontractors is required by the owner to be executed, completed, and submitted with the Bidder's Proposal. All subcontractors are subject to approval by the Division of Engineering and Contract Administration, Department of Facilities and Support Services, Frankfort, Kentucky. Failure to submit this list, completely filled out, may result in bid rejection.

If certain branches of work are to be done by the Prime Contractor, so state. Review/evaluation of subcontractors will occur on the bid opening day. If the Commonwealth requests replacement of a subcontractor, on bid opening day, then the apparent low bidder will provide a replacement subcontractor prior to close of the Commonwealth's business day on that day. Failure of the apparent low bidder to comply with the preceding sentence will result in bid rejection. If subcontractor review/evaluation is not completed on the bid opening day, then procedures for any replacement will be issued based on the uniqueness of each situation. The responsibility for selection, offering of qualified, competent subcontractors to accomplish the work intended is solely the responsibility of the bidder to the Commonwealth.

	BRANCH OF WORK	NAME OF SUBCONTRACTOR (If Prime/General, please state.)
1.	Detention Hollow Metal Doors and Frames	
2.	Detention Door Hardware	
3.	Painting	
4.	Demolition	

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LIST OF MATERIALS AND EQUIPMENT (MUST BE COMPLETELY FILLED OUT WHEN BID IS SUBMITTED):

Every item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. Bidders be hereby advised that this list is required by the owner to be executed, completed, and submitted with the Bidder's Proposal.

The use of the manufacturer's dealer's name only, or stating "as per plans and specifications", will not be considered as sufficient identification.

Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of Bidder's Proposal.

	MATERIAL AND/OR EQUIPMENT:	MANUFACTURER AND BRAND NAME:
1.	Detention Hollow Metal Doors and Frames	
2.	Detention Door Hardware	
3.	Interior Paint	
4.	Exterior Paint	

**FINANCE AND ADMINISTRATION
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION**



**REQUEST FOR BID NO. RFB-163-21
FIRE DOOR REPLACEMENT
NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY**

**Agency: 527
Fund: C9G9**



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NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY

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PART II INSTRUCTIONS TO BIDDERS
PART III GENERAL CONDITIONS
PART IV PAYMENT BOND
PART V PERFORMANCE BOND
PART VI AGREEMENT BETWEEN OWNER AND CONTRACTOR
SPECIFICATIONS

PLEASE NOTE THE FOLLOWING:

THE VENDOR VIOLATION FORM IN THE BID DOCUMENTS IS BEING SENT TO THE LABOR CABINET FOR VERIFICATION. PLEASE MAKE SURE ALL YOUR VIOLATIONS ARE LISTED WITHIN THE LAST FIVE (5) YEARS. IF A BIDDER LISTS "NONE" AND HAS SOME, THEIR BID MAY BE REJECTED. FOR A LIST OF YOUR VENDOR VIOLATIONS, YOU CAN FAX OR EMAIL THE LABOR CABINET WITH YOUR REQUEST. FAX NUMBER IS (502) 696-1984 OR EMAIL: wages@ky.gov. CONTRACTORS MUST ALLOW THREE (3) DAYS IN ORDER TO GET INFORMATION FROM THE LABOR CABINET.

THERE IS A CHECKLIST ON PAGE 4 OF THE OFFICIAL BID DOCUMENT FOR CONTRACTORS TO MAKE SURE ALL OF BID DOCUMENT IS ENCLOSED WHEN SUBMITTING THEIR BID.

IMPORTANT: Be prepared for temperature checks at various state agency entry points. If you have a fever, you will be turned away. Face masks are also required by employees/contractors when working, traveling or meeting in groups or in common areas (breakrooms, hallways, etc.)

Contractors must load their Bid Documents under the corresponding RFB in MOVEit in order for it to be received. IF BID IS NOT UPLOADED IN THE CORRECT FOLDER IN MOVEit, THE BID WILL BE DEEMED NON-RESPONSIVE. BID MUST BE LOADED COMBINED IN ONE PDF FILE WHICH SHALL INCLUDE YOUR BID BOND.



MOVEit TRANSFER

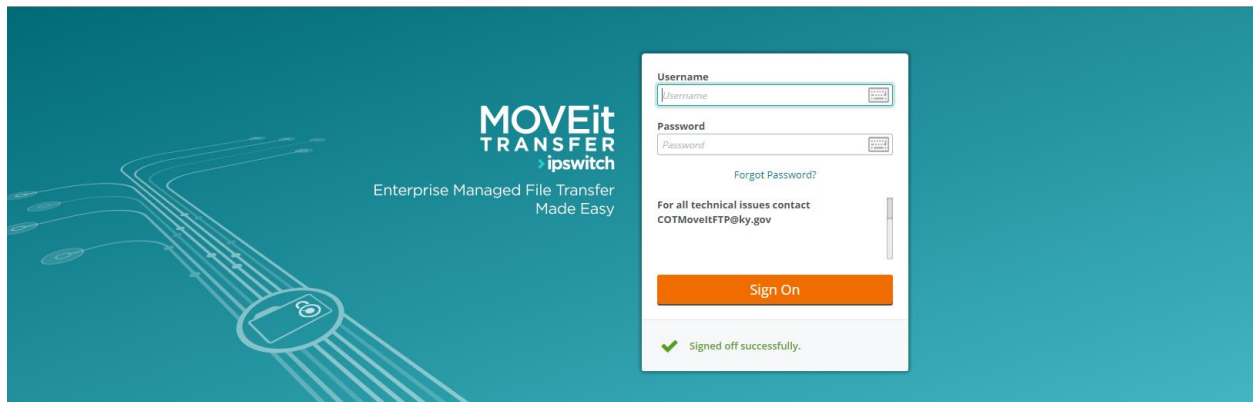
<https://ftp.ky.gov>

This application is used for

Secure File Transfer: upload/download files with the FTP application and share the secure location with other registered MOVEit users with no size limit. NOTE: the retention of files on all MOVEit applications is 90 days unless otherwise requested.



- Encrypted File Transfer and Messaging
- HTTPS, FTPS and SFTP (SSH), Optional Client Certs/Keys
- ISO 27001, HIPAA, PCI, ~~GDPR~~, SOX, BASEL (I/II), FISMA, GLBA, FFIEC, ITAR Compliant
Ky.gov An Official Website of the Commonwealth of Kentucky



Login. The log in is case sensitive.

Username: kyrfb

Password: Submitter2020

Unable to login –

Contact the CommonwealthServiceDesk@ky.gov and they will notify the MOVEit team to assist you. You can also call 502-564-7576.

Forgot Password - YOU CANNOT CHANGE THE PASSWORD ON THIS ACCOUNT. DO NOT ATTEMPT TO CHANGE IT.

NOTE: You should not be prompted to change the password, if this occurs contact the Commonwealth buyer on the project.

IMPORTANT:

Please include company name and RFB# in the file name. ALL FILES (bid documents, equipment lists, bid bond, etc.) should be COMBINED into one PDF document before submission.

After you login to the system, you will see this screen.

COMMONWEALTH OFFICE OF TECHNOLOGY

MOVEit Progress

Encrypted File Transfer and Messaging
 - HTTPS, FTPS and SFTP (SSH), Optional Client Certs/Keys
 - ISO 27001, HIPAA, PCI, GDPR, SOX, BASEL I/II/III, FIPS, FIS
 Ky.gov An Official Website

Signed onto Commonwealth of Kentucky as Kentucky RFB Submitter engineering (kyrfb). MY ACCO

HOME

All time and date stamps displayed on this site are GMT -4, except time and date stamps recorded during standard time (GMT -5).

Powered by **MOVEit > ipswitch**

Files are retained for 90 days.
No size restrictions are placed on attachments.

For service and support click the TECH SUPPORT link in the upper right hand corner.

This site is for submitting RFB/RFPs.

INSTRUCTIONS:
 To submit your proposal, locate the folder below that corresponds to the Proposal identification number listed in the vendor self-service portal.

- Open the folder, browse to your files and select the files to upload, make sure to click Upload.
- When the upload is complete a green check mark will appear to the left of your files and the bottom of the window will have the close button.
- Click Close and
- Sign out of the application.

Your files will automatically be transferred to our procurement staff and verification of receipts will be sent to you via email.

Thank you for your submission. - FINRFPSubmitter

Upload

Home Folder

Notice the instructions on the screen for submission.

Scroll down to find the RFB/RFP you are submitting on. Open the folder by clicking on the folder with the correct RFB/RFP. Do **NOT** check the box. **Click upload on the right side of the screen.** Upload your proposal to the correct RFB/RFP.

/Distribution/KyAgencies/KYFinance/Procurement/ENG-RFP

<input type="checkbox"/>	Name	<input checked="" type="checkbox"/>	Size/Contents	Creator	Created
<input type="checkbox"/>	RFB-168-20				3/18/2020 3:39:56 PM
<input type="checkbox"/>	RFB-174-20				3/18/2020 3:40:49 PM
<input type="checkbox"/>	RFB-176-20				3/18/2020 3:40:43 PM
<input type="checkbox"/>	RFB-177-20				3/18/2020 3:40:37 PM
<input type="checkbox"/>	RFB-178-20				3/18/2020 3:40:33 PM
<input type="checkbox"/>	RFB-181-20				3/18/2020 3:40:24 PM
<input type="checkbox"/>	RFB-183-20				3/18/2020 3:40:17 PM
<input type="checkbox"/>	RFB-189-20				3/18/2020 3:40:04 PM
<input type="checkbox"/>	RFB-191-20				3/18/2020 3:40:12 PM

**** Highly Recommended ****

Before uploading your files, add your Company name to the front of all file names.

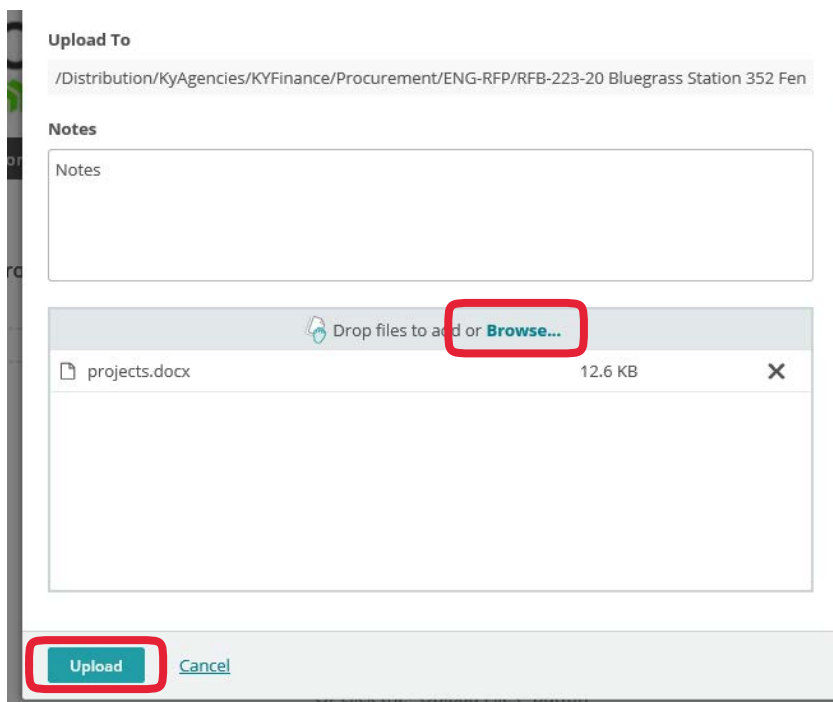
Example: AcmeCoyote_FileName.pdf

NOTES Section – Use this section to input your contact information or make comments about the files being uploaded.

Browse to your files and select the files to upload - Do **NOT** use drag and drop.

Make sure to click Upload.

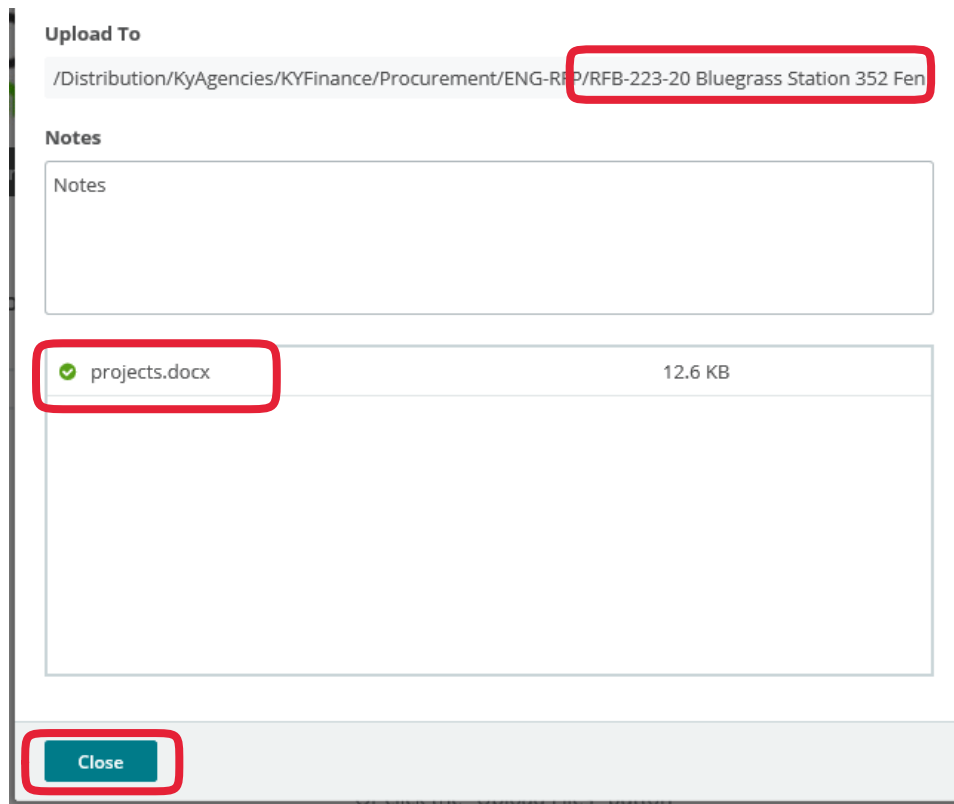
There is not a size limit for file uploads.



When the upload is complete a check mark will appear to the left of your files and the bottom of the window will show the close button.

**** We highly recommend** that you print the screen as verification for your records that the file(s) were submitted. There is no other verification of receipt of files. If you feel that you need further verification, you can email COTMOVEitFTP@ky.gov or the buyer on the project.

Verify that the file was uploaded to the correct folder by reviewing the file path (see below). The last part of the path will show the folder it was uploaded to.



Click Close at the bottom of the window.
Sign out.



The **Sign Out** Link will exit you from the application.

Your files will automatically be transferred to our procurement staff

The **Tech Support Link** will provide links to the User Guide under MOVEit Transfer Help, and Information on how to Contact the COT MOVEit Team.

FOR TECHNICAL ASSISTANCE WITH MOVEit/FTP

- Non-Commonwealth third parties should contact the Commonwealth Service Desk. Commonwealthservicedesk@ky.gov and cc: COTMOVEITFTP@ky.gov. Or call 502-564-7576.
 - In the request for assistance please include the following -- username, telephone number, RFP number, list of any files you are uploading, and a detailed description of any errors or messages received.

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(Name and Address of Bidder)

DATE: _____ TELEPHONE: _____

GENTLEMEN:

This Bidder, in compliance with your Request for Bid No. RFB-163-21, and having carefully examined the Drawings and complete Contract Documents as defined in Article 1 of the General Conditions as well as the Specifications for the work as prepared by DLZ Kentucky, Inc.; hereby proposes to furnish all labor, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated Lump Sum Bid Amount.

The Bidder hereby acknowledges receipt of the following Addenda:

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

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

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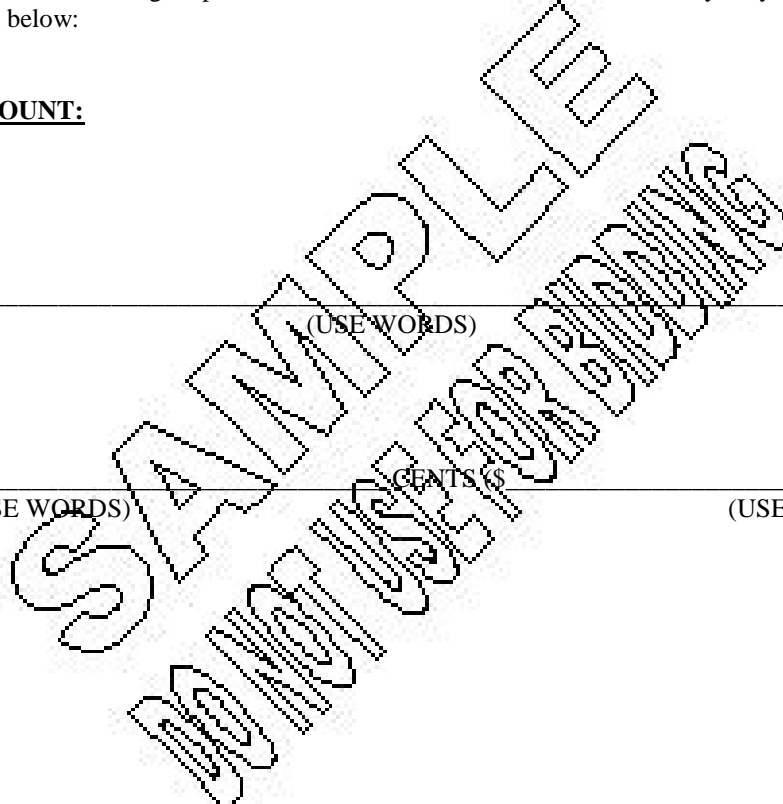
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LUMP SUM BASE BID AMOUNT:

_____ DOLLARS
(USE WORDS)

_____ CENTS (\$ _____)
(USE WORDS) (USE FIGURES)



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OFFICIAL BID DOCUMENT

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

I, HEREBY CERTIFY:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer and employee of the bidding corporation having authority to sign on it's behalf (if the bidder is a corporation);
2. That the submitted bid or bids covering Division of Engineering and Contract Administration Request for Bid No. RFB-163-21 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contract with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390; and 45A.330 to 45A.340 and 45A.455;
5. This offer is for thirty (30) calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the Division of Engineering and Contract Administration of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Official Bid Document including Bid Amount.
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READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ **FIRM:** _____

PRINT NAME: _____ **ADDRESS:** _____

TITLE: _____ **CITY** _____ **STATE** _____ **ZIP CODE** _____

DATE: _____ **TELEPHONE NO:** _____

FEDERAL ID. NO. OR SOCIAL SECURITY NO. _____ **EMAIL:** _____

***Disadvantaged Contractors, check type of certification:**
 WBE MBE DBE SERVICE-DISABLED VETERAN
***Disadvantaged Contractors attach a copy of certification.**

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- Sworn Required Affidavit For Bidders, Offerors And Contractors
- Sworn Affidavit for Claiming Resident Bidder Status
- Vendor Report of Prior Violations of KRS Chapters, 136, 139, 141, 337, 338, 341 and 342.
- Bidder's Qualifications.
- List of Unit Prices, if applicable
- List of Subcontractors, if applicable
- List of Materials and Equipment, if applicable
- Bid Guaranty in the amount of no less than five percent (5%) of the TOTAL BID AMOUNT.
- Roofing Certifications, if applicable.

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

The following form (page 5) relative to Campaign Finance Laws shall be completed in total, notarized and returned with your bid. Responsibility of a bidder or offeror for a contract award shall not be made until the bidder or offeror provides this sworn statement.

**SAMPLE
DO NOT USE FOR BIDDING**

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. Pursuant to [KRS 45A.480](#) the bidder or offeror swears and affirms under penalty of perjury, that all contractors and subcontractors employed, or that will be employed, under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance according to [KRS Chapter 342](#) and unemployment insurance according to [KRS Chapter 341](#).
 - f. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state, is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
 - g. By his signature, the offeror certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, will not be violating any conflict-of-interest statute ([KRS 45A.330](#), [KRS 45A.335](#), [KRS 45.340](#), [KRS 45A.990](#), [KRS 164.390](#)) or [KRS 11A.040](#) of the Executive Branch Code of Ethics, relating to employment of former public servants.

FOR "NON-BID" CONTRACTS (I.E. SOLE SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
 - c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by _____

(Affiant)

(Title)

of _____

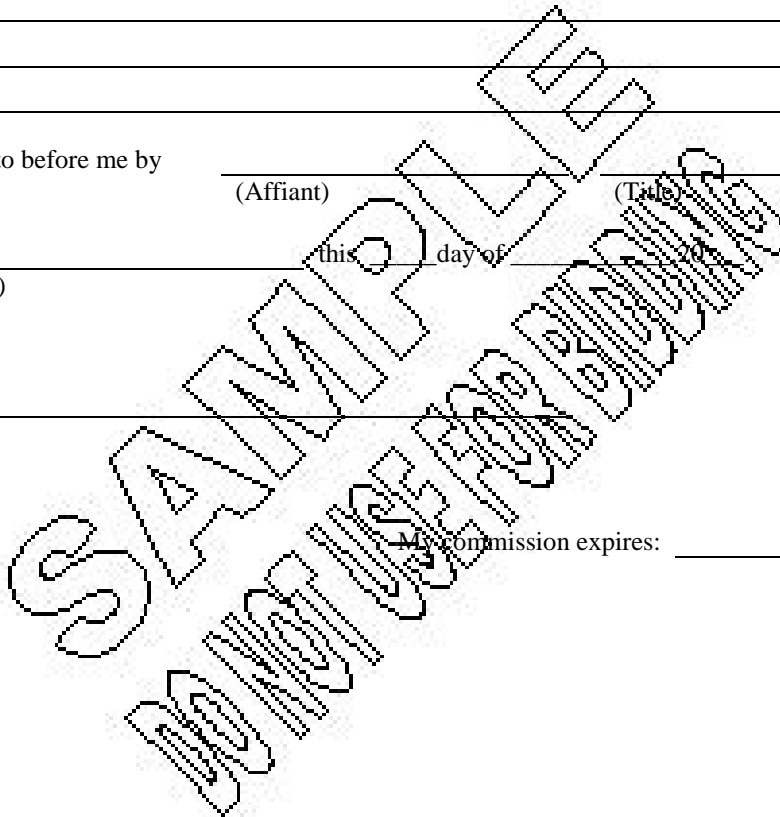
(Company Name)

this _____ day of _____

Notary Public

[seal of notary]

My commission expires: _____



REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name

Address

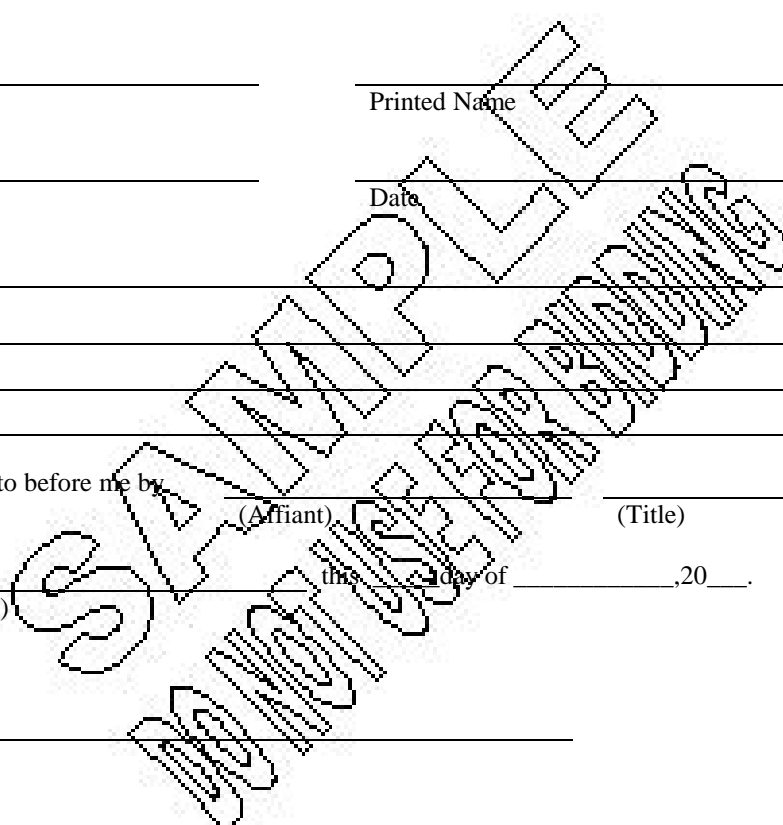
Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____



BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the owner to be submitted as set forth herewith:

- 1. This firm is a Corp. _____, Partnership _____, or Proprietorship _____.
- 2. A permanent place of business is maintained at:

STREET	CITY	STATE	ZIP CODE
--------	------	-------	----------

TELEPHONE NUMBER _____

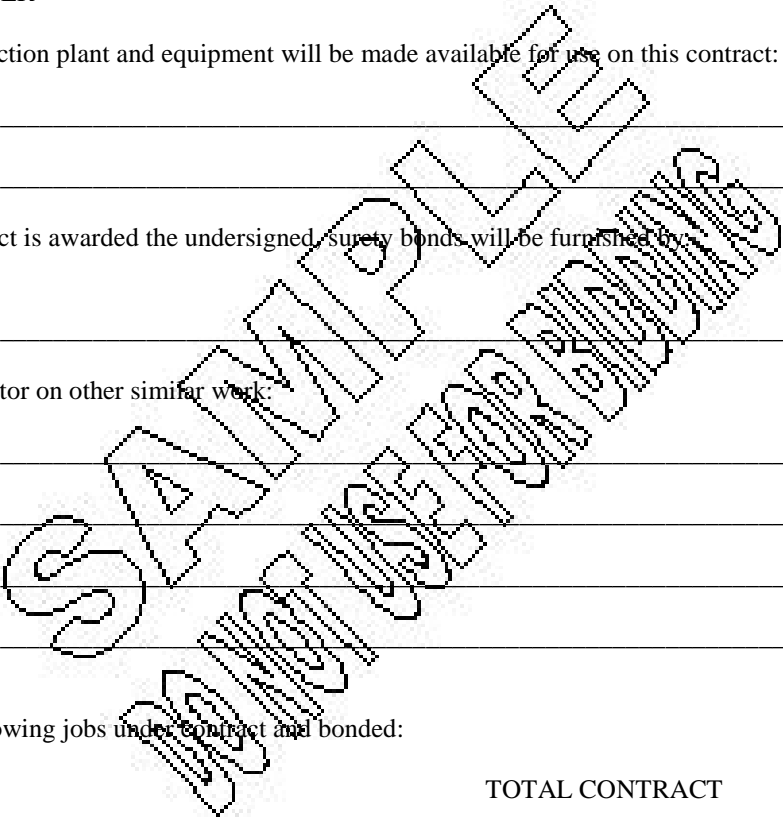
- 3. The following construction plant and equipment will be made available for use on this contract:

- 4. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

- 5. Experience of Contractor on other similar work:

- 6. We now have the following jobs under contract and bonded:

JOB	TOTAL CONTRACT	PERCENT COMPLETED
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %



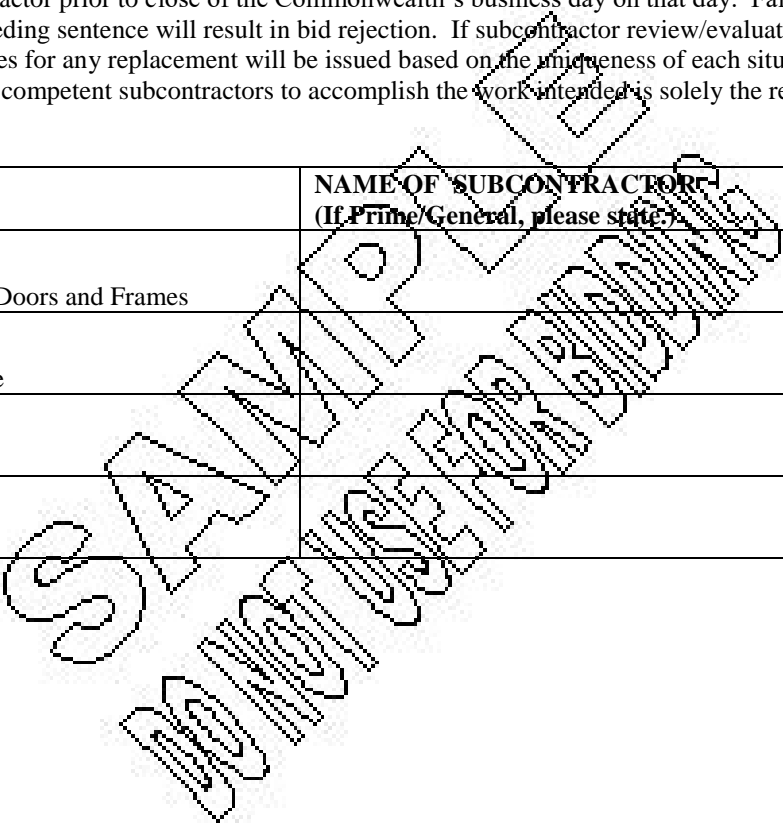
**OFFICIAL BID DOCUMENT
FOR
FIRE DOOR REPLACEMENT
NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY**

LIST OF PROPOSED SUBCONTRACTORS:
(Must be submitted with Bid)

The following list of proposed subcontractors is required by the owner to be executed, completed, and submitted with the Bidder's Proposal. All subcontractors are subject to approval by the Division of Engineering and Contract Administration, Department of Facilities and Support Services, Frankfort, Kentucky. Failure to submit this list, completely filled out, may result in bid rejection.

If certain branches of work are to be done by the Prime Contractor, so state. Review/evaluation of subcontractors will occur on the bid opening day. If the Commonwealth requests replacement of a subcontractor, on bid opening day, then the apparent low bidder will provide a replacement subcontractor prior to close of the Commonwealth's business day on that day. Failure of the apparent low bidder to comply with the preceding sentence will result in bid rejection. If subcontractor review/evaluation is not completed on the bid opening day, then procedures for any replacement will be issued based on the uniqueness of each situation. The responsibility for selection, offering of qualified, competent subcontractors to accomplish the work intended is solely the responsibility of the bidder to the Commonwealth.

	BRANCH OF WORK	NAME OF SUBCONTRACTOR (If Prime/General, please state)
1.	Detention Hollow Metal Doors and Frames	
2.	Detention Door Hardware	
3.	Painting	
4.	Demolition	



**OFFICIAL BID DOCUMENT
FOR
FIRE DOOR REPLACEMENT
NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY**

LIST OF MATERIALS AND EQUIPMENT (MUST BE COMPLETELY FILLED OUT WHEN BID IS SUBMITTED):

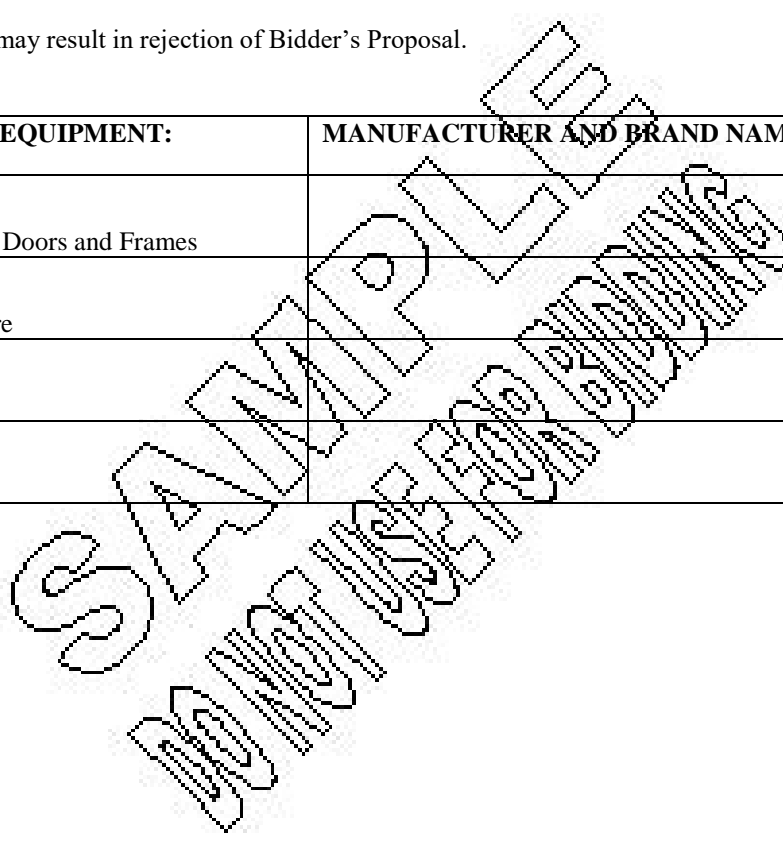
Every item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. Bidders be hereby advised that this list is required by the owner to be executed, completed, and submitted with the Bidder’s Proposal.

The use of the manufacturer’s dealer’s name only, or stating “as per plans and specifications”, will not be considered as sufficient identification.

Where more than one “Make or Brand” is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of Bidder’s Proposal.

	MATERIAL AND/OR EQUIPMENT:	MANUFACTURER AND BRAND NAME:
1.	Detention Hollow Metal Doors and Frames	
2.	Detention Door Hardware	
3.	Interior Paint	
4.	Exterior Paint	





Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
**DIVISION OF ENGINEERING & CONTRACT
ADMINISTRATION**

Bush Building, 403 Wapping Street, 2nd Floor
Frankfort, KY 40601
(502) 564-3155
Fax (502) 564-3649

Holly M. Johnson
Secretary

Sam Ruth
Commissioner

Jennifer Linton
Executive Director

**NOTICE TO CONTRACTORS
FOR
FIRE DOOR REPLACEMENT
NORTHPOINT TRAINING CENTER
BURGIN, KENTUCKY**

Attached hereto is a copy of the "Advertisement for Bids" for furnishing all labor, equipment, appliances and materials necessary for Fire Door Replacement, Northpoint Training Center, Burgin, Kentucky,

SAME IS DESIGNATED AS:

REQUEST NO.	Request for Bid No. RFB-163-21
BID ON:	FIRE DOOR REPLACEMENT NORTHPOINT TRAINING CENTER BURGIN, KENTUCKY
BID DATE:	March 16, 2021 2:00 P.M., Eastern Time

Responsible Contractors who have proper experience, equipment and qualifications are invited to bid on this work. These factors will be considered in the Award of Contract and all work will be performed under the standard regulations for construction of the Commonwealth of Kentucky.

PRE-BID MEETING/SITE VISITS:

There will not be a pre-bid on the above referenced project. Interested contractors must contact Tony Waddell at 502-330-4720, email: tonya.waddell@ky.gov to schedule a site visit. Contractors must make an appointment to visit the site. The appointments will be held on March 2, 2021 and March 4, 2021 from 9:00 AM – 3:00 PM Eastern Time. Background checks will be performed prior to admittance into the facility. **The background check form (following the Advertisement of Bids) must be submitted to Warden Brad Adams at Brad.Adams@ky.gov by close of business on March 26, 2021.** List at least two people on the background check form. When forwarding the background check form DO NOT COPY ANYONE; ONLY SEND TO MR. ADAMS. Please limit site visit to one representative per company. You will be required to have a negative COVID test prior to admittance. This COVID test will be performed on site. Be prepared for temperature checks at various state agency entry points. If you have a fever, you will be turned away. Face masks are also required by employees/contractors when working, traveling or meeting in groups or in common areas (breakrooms, hallways, etc.)



**PART I
ADVERTISEMENT FOR BIDS**

1. **INVITATION:**

Sealed bid documents for the following work will be received by the Division of Engineering and Contract Administration, 2nd Floor Bush Building, 403 Wapping Street, Commonwealth of Kentucky, Frankfort, KY 40601, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for Fire Door Replacement, Northpoint Training Center, Burgin, Kentucky, as set forth in the specifications and as shown on the drawings prepared by Michael Draper, DLZ Kentucky, Inc., and approved by the Department for Facilities and Support Services of the Commonwealth of Kentucky and under the terms and conditions to this Request for Bid.

2. **PROJECT DESCRIPTION:**

The scope of project includes all work required to replace existing detention hollow metal frames and doors that have been cast into concrete walls. Existing frames shall be cut from the concrete and new detention hollow metal frames and doors installed. New detention door hardware shall be furnished and installed per the contract documents. Interior and exterior walls adjacent to the work and new detention hollow metal doors and frames shall be painted as required.

3. **METHOD OF BIDDING:**

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

SPECIAL NOTE:

Bids shall be submitted on the Official Form supplied by the Division of Engineering and Contract Administration. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. **METHOD OF AWARD:**

Award shall be issued on the lowest responsive bid by a responsible bidder. The Bid Document shall contain all qualifying requirements and forms. It is the intent of the Commonwealth of Kentucky to use all available funds.

Bid is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident

- bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
 - (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
 - (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
 - (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
 - (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
 - (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
 - (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

5. **PROJECT CONTACTS:**

1. Architect: Michael Draper, DLZ Kentucky, Inc., (502) 695-2300, mdraper@dlz.com
2. Project Manager: Scott Baker, Division of Engineering and Contract Administration, (502) 564-5850, Scott.Baker2@ky.gov
3. Agency: Tony Waddell, Dept of Corrections, (502) 330-4720, tonya.waddell@ky.gov
4. Site: Brad Adams, Warden, Northpoint Training Center, brad.adams@ky.gov
5. Purchasing Agent: Kristi Sharp, CPPB, Division of Engineering and Contract Administration, (502) 564-3636, Kristi.Sharp@ky.gov

6. **BID SUBMITTAL:**

Due to the COVID-19 virus, the Bush Building is closed until further notice. Bids will no longer be accepted via postal carrier (USPS, UPS, FED EX, etc.) nor can bids be delivered to the Bush Building. All forms in your bid document shall be completely filled out when your bid is submitted. **Bids must be submitted electronically through MOVEit in order to be accepted.** Instructions are attached. **Contractors must load their Bid Documents COMBINED into one PDF document under the corresponding RFB in MOVEit in order for it to be received. IF BID IS NOT UPLOADED IN THE CORRECT FOLDER IN MOVEit, THE BID WILL BE DEEMED NON-RESPONSIVE.** Bidders are encouraged to take a screen shot verifying bid submittal. This is a secure website, no one can see these bids but the buyers. They are date and time stamped when submitted.

Please note that the instructions for MOVEit state that contractors will be notified when their bid is received. Buyers will NOT be notifying contractors.

All results will be posted to Lynn Imaging planroom after the bid opening and review. If additional information is needed from the successful bidder the buyer will be in contact.

NOTE: Your bid must be sent in time to arrive prior to the bid closing date and time.

Bidder assumes full responsibility for timely delivery of the bid in compliance with the above described procedures and conditions.

**There will be a public bid reading by conference call on the bid opening date at 2:30 PM ET.
The dial in number is 502-782-2663 or 844-603-5060.
Participant code is 801454#**

7. **BID WITHDRAWAL:**

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids.

8. **BONDING:**

All bids shall be accompanied by a bid guarantee (in the form of a bid bond or certified check) of not less than five (5%) percent of the amount of the lump sum base bid. A 100% Performance Bond and a separate 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instructions to Bidders and/or General Conditions. Bonds should be executed by a surety company authorized to do business in the Commonwealth of Kentucky.

9. **RIGHT TO REJECT:**

The Division of Engineering and Contract Administration, Commonwealth of Kentucky, reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Commonwealth may be served.

10. **GENERAL INFORMATION:**

- A. Bidder's Qualifications, Unit Prices, Proposed Subcontractors, and List of Materials are required to be submitted with the bid.
- B. All documents related to this project shall be submitted, transmitted, transferred, reviewed, approved or rejected, and/or otherwise processed using the Owner's Document Collaboration System (eCommunications) which is the Owner's web-based document collaboration system that shall be used by all project participants. No submission, transmittal, transfer, review, approval or processing shall be deemed Official without the use of this system.
- C. KRS 337.550 (1) Provides that if any contractor or subcontractor is found to be in violation of any provisions of KRS 337.505 to 337.550 by the Department of Labor and upon notification to the Commissioner of the Department for Facilities and Support Services, the Commissioner of the Department for Facilities and Support Services shall hold such contractor or subcontractor ineligible to bid on public works until such a time as that contractor or subcontractor is in substantial compliance as determined by the Commissioner of Labor.
- D. Each demolition/renovation project must comply with Kentucky Division of Air Pollution Control Regulation 401 KAR 57:011. This includes notification, in writing, to the Division of Air Pollution Control, ten (10) days before start of the project.
- E. **Tobacco-Free:** Pursuant to Executive Order, use of any tobacco products (including e-cigarettes) is prohibited in all Executive Branch buildings and parking lots and on the grounds. Please refer to Executive Order # 2014-747 for complete details.
For FAQ's go to: <http://tobacco-free.ky.gov/Pages/FAQs.aspx>
- F. **REGISTRATION WITH SECRETARY OF STATE:**

Domestic and foreign corporations shall be registered with the Kentucky Secretary of State and declared to be in "good standing" prior to award of contract. Offeror should verify status at the following website: <http://www.sos.ky.gov> and click on "Business Services". Failure to comply with this requirement within (5) days after notification may render your bid non-responsive.

G. REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY:

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

H. REGISTRATION with eMars (eProcurement):

In order to receive a contract in the State's electronic procurement system (eMars/eProcurement), a vendor/contractor shall be registered to conduct business therein. Business entities not already registered may register by visiting the eProcurement website at (www.eprocurement.ky.gov) and complete the registration information. The website has phone numbers and email addresses to facilitate answering any questions you may have with the registration or update process. Failure to comply with this requirement within (5) days after notification may render your bid non-responsive.

I. PRE-BID MEETING/SITE VISIT:

There will not be a pre-bid on the above referenced project. Interested contractors must contact Tony Waddell at 502-330-4720, email: tonya.waddell@ky.gov to schedule a site visit. Contractors must make an appointment to visit the site. The appointments will be held on March 2, 2021 and March 4, 2021 from 9:00 AM – 3:00 PM Eastern Time. Background checks will be performed prior to admittance into the facility. **The background check form (following the Advertisement of Bids) must be submitted to Warden Brad Adams at Brad.Adams@ky.gov by close of business on March 26, 2021.** List at least two people on the background check form. When forwarding the background check form DO NOT COPY ANYONE; ONLY SEND TO MR. ADAMS. Please limit site visit to one representative per company. You will be required to have a negative COVID test prior to admittance. This COVID test will be performed on site. Be prepared for temperature checks at various state agency entry points. If you have a fever, you will be turned away. Face masks are also required by employees/contractors when working, traveling or meeting in groups or in common areas (breakrooms, hallways, etc.)

Request for Criminal History/Background Check

Your Name:

Institution:

Today's Date:

List of Contractors:

NAME Last, First	Race	Male/ Female	DOB 4-Digit Year	DOB 2-Digit Month	DOB 2-Digit Day	Social Security Number	Driver's License Number	State Where Licensed

Section 1: Definitions

1. "Addendum" means a written or graphic instrument issued by the purchasing agency prior to the execution of the contract that modifies or interprets the Bidding Documents by addition, deletion, clarification or correction.
 2. "Alternate" means an optional item stated in the bid the amount of which is to be added to or deducted from the amount of the base bid.
 3. "Architect" or "Engineer" means a firm that provides professional design services and is engaged by the Division of Engineering and Contract Administration for Capital Construction Projects, and identified as such in the Contract Documents. The term refers to the design team, consisting of the prime architect/engineer and all Sub-Consultants (if used) or consultant identified by the owner.
 4. "Bid" means the sum stated in the Bid Response for which the bidder offers to perform the work described in the specifications and detailed on the plans.
 5. "Bidder" means one who submits a bid directly to the owner for the work described in the bidding documents.
 6. "Bidding Documents" means the Solicitation, including Instructions to Bidders, General Conditions, Special and Supplemental Conditions, Forms for Response, plans, specifications and Addenda issued prior to receipt of bids.
 7. "Bid Response" means a complete and properly signed document, offering to do the work or designated portion thereof, supported by data called for by the bidding documents.
 8. "Chief Purchasing Officer" means the secretary of the Finance and Administration Cabinet, who shall be responsible for all procurement of the Commonwealth except as provided by KRS Chapters 175, 176, 177, and 180. KRS 45A.030(3).
 9. "Commonwealth" means the Commonwealth of Kentucky.
 10. "Construction" means the process of building, altering, repairing, improving or demolishing any public structures or buildings, or other public improvements of any kind to any public real property. It does not include the routine maintenance of existing structures, buildings or real property. KRS 45A.030(4).
 11. "Contract (CT/CT2)" means a document established to purchase a specific quantity or amount of goods or non-professional services at a specific price. KRS 45A.030(8).
 12. "Contract Modification" means any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract. It includes bilateral actions, such as supplemental agreements, and unilateral actions, such as change orders, administrative changes, notices of termination and notices of the exercise of a contract option. KRS 45A.030(9).
 13. "DECA" means the Division of Engineering and Contract Administration within the Department for Facilities and Support Services, Finance and Administration Cabinet.
 14. "Delivery Order (DO/DO2)" means a document established by a state agency to purchase a specific quantity at a specific price referencing a Master Agreement. DO documents are generally used for commodities and DO2 documents are used for services.
 15. "DFSS" means the Department for Facilities and Support Services within the Finance and Administration Cabinet.
 16. "DRP" means the Division of Real Properties within the Department for Facilities and Support Services, Finance and Administration Cabinet.
-

17. "Electronic Offer" means an online bid through the state's eProcurement system, an offer submitted by electronic mail, or an offer submitted by facsimile.
18. "FAC" means the Finance and Administration Cabinet.
19. "Government Body" means any department, commission, council, board, bureau, committee, institution, legislative body, agency, government, corporation or other establishment of the executive or legislative branch of the state government. KRS 45A.030(17).
20. "Master Agreement (MA)" means a document that establishes a price agreement for use by state agencies with a vendor for supplying specific goods and services at specific unit prices during a specified time period. It does not place an order for goods and services.
21. "Offer" means a bid, proposal, Solicitation response or quotation.
22. "OPS" means the Office of Procurement Services within the Finance and Administration Cabinet.
23. "Owner" means the Commonwealth of Kentucky.
24. "Person" means any business, individual, organization or group of individuals. KRS 45A.030(20).
25. "Planholder" means any entity, supplier and/or subcontractor that has purchased plans and specifications from the Division of Engineering and Contract Administration's reprographics vendor in order to submit a bid with the Commonwealth of Kentucky.
26. "Procurement" means the purchasing, buying, renting, leasing or otherwise obtaining of any supplies, services or construction. It includes all functions that pertain to the procurement of any supply, service or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. KRS 45A.030(21).
27. "Proof of Necessity Agreement (PON2)" means a type of contract established by a state agency to purchase professional services (i.e. personal service contracts, grants and memoranda of agreements).
28. "Purchase Order (PO/PO2)" means a type of contract established by a state agency to purchase a specific quantity or amount of goods or non-professional services at a specific price and is generally for a one-time purchase. A PO2 for non-professional services may contain an option to renew for an additional time period.
29. "Purchasing Agency" means any governmental body that is authorized by this code or its implementing administrative regulations or by way of delegation from the chief purchasing officer to contract on its own behalf rather than through the central contracting authority of the chief purchasing officer. KRS 45A.030(23).
30. "Purchasing Officer" means any person authorized by a governmental body in accordance with procedures prescribed by administrative regulations to enter into and administer contracts and make written determinations and findings with respect thereto. The term includes an authorized representative acting within the limits of authority. KRS 45A.030(24).
31. "Quote" or "Quotation Response" means a complete offer to perform the work specified in the Request for Quotation.
32. "RFB" means a Request for Bids.
33. "RFI" means a Request for Information.
34. "RFP" means a Request for Proposals. KRS 45A.070(5).
35. "RFQ" means a Request for Quotations.

36. "SAS" means the Office of Statewide Accounting Services within the Finance and Administration Cabinet.
37. "Secretary" means the secretary of the Finance and Administration Cabinet.
38. "Solicitation" means an RFB, RFI, RFP or RFQ.
39. "Sub-bidder" or "Subcontractor" means one who submits a bid to a prime bidder for materials or labor for a portion of the work described in the bidding documents.
40. "Tiered Pricing" means a determination of price based on volume, where the larger the volume, the larger the discount offered.
41. "Time" means calendar days.
42. "Unit Price" means an amount stated in the bid as a price per unit of measurement for materials or services as described in the bidding documents.
43. "Using Agency" means the state government entity that utilizes the work being contracted.

FAP 220-05-00**BIDDER INSTRUCTIONS FOR COMPETITIVELY SEALED BID CONSTRUCTION SOLICITATIONS**

- 1. Bidder's Representations:** Each bidder, by submitting a bid, swears or affirms, under penalty of law, that:
 - a. The bidder has read and understands the bidding documents and the bid is made in accordance with the bidding documents.
 - b. The bidder has carefully examined the site of the proposed work and is familiar with the local conditions under which the work is to be performed.
 - c. The bid is premised upon furnishing the work required by the bidding documents.
 - d. The bid amount has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Solicitation, that is designed to limit independent bidding or competition.
 - e. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the bid opening.
 - f. The bidder is legally entitled to enter into a contract with the Commonwealth and the award of a contract shall not create any conflict of interest, including those set out in KRS 45A.330 – KRS 45A.340; KRS 45A.455 and KRS 164.390.

 - 2. Bidding Documents:**
 - a. A bidder, sub-bidder, sub-contractor and others may obtain bidding documents in the manner and for the charge, if any, stated in the Solicitation.
 - b. A complete set of bidding documents shall be used in preparing bids. The Commonwealth assumes no responsibility for misinterpretations resulting from the use of incomplete sets of bidding documents. The bidder shall supply all information called for in the Solicitation. Failure to supply the specified information may be cause for determining the bid nonresponsive.
 - c. The Commonwealth, in providing bidding documents, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
 - d. A bidder shall promptly notify the purchasing officer of any ambiguity, inconsistency or error, which it may discover upon examination of the bidding documents or of the site and local conditions.
 - e. All questions regarding the meaning or interpretation of the bidding documents shall be directed in writing to the purchasing officer. Unless otherwise specified in the Solicitation, questions received less than ten (10) calendar days prior to the date for receipt of bids may not be answered.
 - f. Any interpretation, correction or change of the bidding documents shall be made by an addendum issued by the purchasing agency. Interpretations, corrections or changes of the bidding documents made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes.
 - g. Unless otherwise indicated in the bidding documents, the materials, products and equipment described or referenced by manufacturers' or vendors' names, trade names and catalog numbers are intended to establish a standard of required function, dimension, appearance and quality. Unless otherwise stated, equal items may be furnished or used if approved by the purchasing officer in consultation with the architect or the director of DECA.
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- h. Addenda shall be published on the Commonwealth's eProcurement web site, and shall be issued to all who are registered planholders with the contracted reprographics company or other distribution authorized by the director of DECA.
- i. Copies of addenda shall be made available for inspection wherever bidding documents are on file.
- j. No addenda of a material nature shall be issued later than seven (7) calendar days prior to the date for receipt of bids, except for addenda postponing the date for receipt of bids or withdrawing the Solicitation.
- k. The bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued by the purchasing officer for the particular solicitation. The bidder shall acknowledge receipt of all addenda on the Bid Response or by a separate letter to the purchasing officer, which shall be received at or prior to the hour and date specified for receipt of bids.

3. Bidding Procedure:

- a. Bids shall be submitted on the Bid Documents provided by the purchasing officer.
- b. All blanks in the Bid Documents shall be completed and all required support data shall be furnished.
- c. If required in the bidding documents, sums shall be expressed in both words and numerical figures. In the case of discrepancy between the two, the amount in words shall prevail.
- d. The authorized representative of the bidder, who signed the Bid Response, shall initial any alteration or erasure in ink.
- e. The bid shall be firm in offer and conform substantially to the advertised terms, plans and specifications. Any qualifications or reservation imposed by a bidder in the bid retaining the option of accepting, modifying or rejecting an offered contract shall be cause to render the bid not firm and ineligible for consideration of award. Any offer in response to the Solicitation that includes terms contrary or in addition to those in the Solicitation may be considered non-responsive and may be rejected by the Commonwealth.
- f. All alternates specifically called for by the Commonwealth shall be bid. Voluntary alternate bids or an alternate to a lump sum bid shall not be considered.
- g. The bidder shall make no stipulations on the Bid Response nor qualify the bid in any manner.
- h. A person legally authorized to bind the bidder to a contract shall sign the Bid Response. The Bid Response shall also include the legal name of the bidder and a statement indicating whether the bidder is a sole proprietorship, a partnership, a corporation or other legal entity. A bid by a corporation shall also identify the state of incorporation and federal employer identification number.
- i. The purchasing officer shall retain the bid security of bidders until:
 - 1. The contract has been executed and performance and payment bonds have been furnished;
 - 2. The specified time has elapsed so that bids may be withdrawn; or
 - 3. All bids have been rejected.
- j. The completed Bid Response, bid security, and required support data shall be enclosed in a sealed envelope. The envelope shall be addressed to the bid receipt clerk stated in the Solicitation and shall identify the bidder's name and address, the invitation number stated in the bidding documents, closing date and hour. If the bid is sent by mail, the sealed envelope shall contain the notation "BID ENCLOSED" on the face thereof.

- k. Bids shall be received at the designated location prior to the closing time and date for receipt of bids indicated in the Solicitation or any extension thereof made by addendum. Bids received after the closing time and date for receipt of bids may be considered for evaluation and award only if:
 - 1. No other bids were received within the advertisement period;
 - 2. The readvertisement time delay would seriously affect the operations of the using agency; and
 - 3. In the reasonable judgment of the purchasing officer, the bid was finalized prior to the official closing time and date for the receipt of bids.
- l. A bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
- m. Oral, telephonic, facsimile or telegraphic bids or changes in bids by such methods are not permitted and shall not be considered.
- n. A competitively solicited contract shall be awarded from a bid evaluation in the state's eProcurement system or all bidders shall be notified of the award in writing.

4. Modification or Withdrawal of a Bid:

- a. A bid may be withdrawn prior to the closing time and date for receipt of bids by written request from an authorized representative of the bidder. The modification or withdrawal of a bid shall be received by the receipt clerk stated in the Solicitation prior to bid closing time to be considered valid.
- b. A withdrawn bid may be resubmitted up to the closing time designated for the receipt of bids.
- c. No bidder may withdraw, modify or cancel its bid for a period of thirty (30) calendar days following closing time and date for receipt of bids without the bid security being subject to forfeiture.

5. Legal Requirements:

- a. A foreign corporation submitting a bid shall be registered with the Kentucky Secretary of State and be declared in good standing prior to the issuance or receipt of a contract.
- b. A domestic corporation submitting a bid shall be in good standing in accordance with the requirements of the Kentucky Secretary of State.

6. Taxes:

- a. The winning bidder shall be liable for payment of Kentucky sales and use tax.
- b. The winning bidder is deemed the end user of all building materials used in construction projects for the Commonwealth.
- c. The winning bidder may not separately state Kentucky sales or use tax payable by the Commonwealth.

7. Planholder's List: The published planholder and addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way expresses or implies Commonwealth approval or disapproval of the qualifications of any listed bidder, subcontractor, or material or equipment supplier.

8. Bid Bonds: Pursuant to KRS 45A.185, DECA or the using agency may require a bid bond as surety that a bidder will hold its offer firm for a specified period of time. If the Solicitation requires a bid bond, a bidder shall file with the requesting agency a bid bond or certified check in the amount and form specified by the Solicitation with the requesting agency. The bond shall be received either with the bid or prior to the bid closing to be considered.

- a. The bond shall be in an amount equal to at least five percent (5%) of the amount of the bid or as stated in the Solicitation.
- b. In addition to signing the bid bond as principal, the bidder shall have the bond signed by a surety company authorized to do business in the Commonwealth. A list of surety companies may be obtained from the Kentucky Department of Insurance. If the surety on a bond has its authority to do business in Kentucky revoked or, if for any reason it ceases to do business in the Commonwealth, the bidder shall promptly obtain another surety on the bond.
- c. The bond shall be conditioned on full performance of all obligations imposed on the bidder by the Solicitation, including the obligation to keep the price firm for as long a period as specified in the Solicitation, obligation to enter into a contract with the Commonwealth, and the obligation to file a performance payment bond if required by contract. The bid bond shall provide that upon failure to perform an obligation, the Commonwealth may recover from the bidder and the surety, or either of them, any and all damages suffered because of the failure.
- d. If a bidder elects to submit a certified check in lieu of a bid bond, it shall be security for full performance of all obligations referred to in subsection c. of this Section.
- e. If a bidder is not awarded a contract, the certified check shall be returned to that bidder promptly after the award is made. The successful bidder's check shall be returned after the contract is awarded or as soon as the bidder has filed a performance bond, if required. Checks may be returned by certified mail, return receipt requested. The return receipts shall be electronically attached or hard copies attached to each bidder's bid and filed in the bid folder.

9. Consideration of Bids:

- a. Unless the bidding documents indicate otherwise, all properly identified, timely bids shall be publicly opened, read aloud, and listed on the official bid tabulation. Tabulations shall be made available to bidders upon written request to the FAC's Open Records Custodian.
- b. The Commonwealth retains the right to cancel the Solicitation, to reject any and all bids, and to waive technicalities and minor irregularities in bids, if such action is determined to be in the best interest of the Commonwealth.
- c. Grounds for the disqualification of bids are stated in 200 KAR 5:306(4)(2).
- d. Minor or technical deficiencies or irregularities in a bid may be waived by the purchasing officer on behalf of the Commonwealth, if:
 - 1. The purchasing officer determines that it is in the Commonwealth's best interest to do so;
 - 2. The technicalities or irregularities are mere matters of form not affecting the material substance of a bid, represent an immaterial deviation from or variation in the precise requirements of the Solicitation, and have no more than a trivial or negligible effect on price, quality, quantity or delivery of supplies or performance of services being procured; and
 - 3. The correction or waiver of the technicality or irregularity does not affect the relative standing of, or prejudice other bidders.
- e. If the Commonwealth does not waive the deficiency, the deficient bid shall be rejected.

10. Acceptance of Bid:

- a. A contract shall be awarded, after a reasonable bid evaluation period, in accordance with the Solicitation, if the acceptable bid is within the amount budgeted by the agency.

- b. The Commonwealth reserves the right to accept or reject any alternate bid. If alternates designated by the Commonwealth are considered in the award, the alternates shall be accepted in the sequence in which they are listed on the Bid Documents and the lowest bid sum shall be computed on the basis of the sum of the base bid plus any alternates accepted.

11. Qualification of Contractors:

- a. A bidder shall submit a statement of the bidder's qualifications as part of the Bid Response. The purchasing officer shall have the right to make such inquiry as deemed necessary to determine the ability of the bidder to perform the work in a prompt and efficient manner in accordance with the contract documents. The failure of a bidder to promptly supply information in connection with the purchasing officer's inquiry may be grounds for a determination that such bidder is nonresponsive.
- b. In determining the qualifications and responsibility of a bidder, the purchasing officer shall consider the bidder's experience, facility, previous work standing, financial standing, skill, quality and efficiency of construction plant, and equipment proposed to be utilized on the project.
- c. The Commonwealth may reject any bid if an investigation and evaluation of the bidder's qualifications give reasonable doubt that the bidder can perform the work in a prompt and efficient manner in accordance with the contract documents.

12. Unit Prices:

- a. If requested in the Solicitation, a bidder shall submit a list of unit prices in accordance with the Bid Document instructions, which shall include labor, materials, equipment, appliances, supplies, overhead and profit, as applicable.
- b. Unit prices shall be used for the pricing of changes in the quantity of work from that indicated by the contract drawings and specifications, if the Commonwealth has authorized such changes in writing.
- c. Only one (1) unit price shall be quoted for each designated item of work. The unit price shall be used to calculate price adjustments based on deductive as well as additive changes.
- d. Unit prices shall apply to all phases of the work whether the work is performed by the bidder or by the bidder's subcontractor.
- e. For unit prices of a lump sum bid contract, the Commonwealth reserves the right, prior to an award of contract, to evaluate the unit prices and adjust or reject any unit price that is determined by the purchasing officer to be unreasonable in amount.
- f. If a total sum bid is made by line item, and unit prices are quoted for estimated quantities of units of work, such unit prices are not subject to change. However, the purchasing officer reserves the right to correct mathematical errors in extensions and additions by the bidder. In the latter case, the purchasing officer's corrected bid sum total shall supersede the bidder's incorrect computed bid sum total.

13. Subcontractor Listing:

- a. If requested, a bidder shall list the names of subcontractors proposed for each of the principal portions of the work, including those persons or entities who are to furnish material or equipment fabricated to a special design, in the designated place on the Bid Documents.
- b. When a listed subcontractor is proposed for a principal portion of the work as required in subsection a. above, and that subcontractor is not self-performing the work, but is subcontracting the work to lower tier subcontractor, each lower tier subcontractor shall be listed in parenthesis after the name of the main subcontractor. Without such listing of lower tier contractors, the main subcontractor must perform the work of that principal portion of the work with its own forces in its entirety.

- c. A bidder shall establish, to the satisfaction of the purchasing officer, the reliability and responsibility of the listed subcontractors. The bidder may be required by the purchasing officer to provide additional information regarding listed subcontractors, including listed lower tier subcontractors.
- d. If, after due investigation, there is reasonable objection to the qualifications of a listed subcontractor or a listed lower tier subcontractor, the bidder shall, upon written direction of the purchasing officer, submit the name of an acceptable substitute subcontractor or lower tier subcontractor with no change in bid price. The failure of the bidder to promptly comply with this requirement may be grounds for rejection of the bid.
- e. Any listed subcontractor or listed lower tier subcontractor to whom the purchasing officer does not make written objection prior to the award of the contract shall be deemed acceptable to the Commonwealth.
- f. A bidder shall make no other substitution for any listed subcontractor or listed lower tier subcontractor without first receiving the approval of the purchasing officer in writing of the intended substitution and the specific reason for the substitution. A substitution may be disapproved if the purchasing officer has reasonable objection. The purchasing officer may require a written agreement from the subcontractor being released.
- g. Any work performed by a lower tier subcontractor that is not listed on the form of proposal in the manner described above, where required by the purchasing officer, shall be deemed to have been installed at the risk of the general contractor and the Commonwealth reserves the right, at its sole discretion, to reject that portion of the work and require that the work be removed and installed by a listed subcontractor or that the Commonwealth otherwise be compensated by a credit change order for an amount determined by the Commonwealth as reasonable for acceptance of such work installed by a non-listed lower tier subcontractor.
- h. Nothing contained in the bidding documents shall be deemed to create a contractual relationship between the Commonwealth and any subcontractor.

14. Materials and Contractor Listing:

- a. If requested, a bidder shall submit a listing of primary materials and equipment, including manufacturer's name, brand and catalog number. The materials and equipment listing shall be bound with the Bid Response or completed in the time period designated in Section 15.b. of this FAP.
- b. Prior to the final acceptance of a bid, the purchasing officer shall make a preliminary review of the bidder's list of materials and equipment. The purchasing officer shall advise the bidder of the tentative acceptability of such materials and equipment, subject to satisfactory completion and approval of shop drawings, or direct such other action as may be necessary in order to meet the requirements of the contract documents. If any of the listed material or equipment is determined not to meet the requirements of the contract documents, the bidder shall be required to furnish other material or equipment meeting those requirements at no change in bid price. Preliminary review and acceptance of the above list shall not relieve the bidder, as the contractor, of the obligation to furnishing equipment and materials in accordance with the contract documents.

15. Post-Bid Review:

- a. A bidder may have an authorized representative at the bid opening for the submittal of the material and equipment listing and the post-bid review of the apparent winning bid.
- b. Unless otherwise provided in the bidding documents or authorized by the purchasing officer, the apparent winning bidder shall submit the material and equipment listing no later than one (1) hour after the close of the reading of the bids. The materials and equipment listing shall be that listing bound with the Bid Documents.
- c. After opening, the scope of work bid by each bidder shall be reviewed by representatives of the purchasing agency, the using agency, the architect or engineer, and the apparent winning bidder. Review shall be directed toward subcontractors, material listing, unit prices and qualifications of the bidder.

- d. The bidder's representative shall have the authority and ability to respond to questions that arise during the review.

16. Equal Employment and Nondiscrimination:

- a. The Commonwealth is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin or disability in employment. KRS 45.560 – KRS 45.640.
- b. The utilization of minority vendors and subcontractors is encouraged, whenever possible, on public works contracts. The bidder and contractor should make full efforts to locate minority business persons. KRS 45A.610.
- c. Unless exempted in accordance with KRS 45.590, the provisions of KRS 45.560 – KRS 45.640 shall be binding upon the declared successful bidder and the resulting contract shall contain the provisions set forth in KRS 45.570(2).
- d. Unless a bidder is exempt under KRS 45.560 – KRS 45.640, the apparent successful bidder shall submit to the purchasing agency in the manner described and on the form(s) required, the information required by KRS 45.600 within five (5) calendar days of being declared the apparent low bidder. The form(s) shall be reviewed by the FAC Office of Equal Employment Opportunity and Contract Compliance.

17. Performance and Payment Bonds:

- a. Pursuant to KRS 45A.190 and KRS 45A.195, a bidder shall deliver the required performance and payment bonds to the purchasing agency upon notification of intent to award, or, with the approval of the purchasing officer, within fourteen (14) calendar days after that date. Otherwise, the Commonwealth may determine that the proposed awardee has abandoned the Bid Response and the bid shall become null and void.
- b. Unless otherwise specified in the bidding documents, the bonds shall be written on the form bound in the bidding document in the number of copies to be specified by the purchasing officer.
- c. A bidder shall require the attorney-in-fact, who executes required bonds on behalf of the surety, to affix thereto a certified and current copy of his/her Power of Attorney. The date of the Power of Attorney shall not precede the date of the bonds. The bonds shall be executed with a licensed resident or non-resident agent, who represents insurance companies authorized to do business in Kentucky.

18. Award of Contract:

- a. The issuance of an award of a contract is contingent upon securing an acceptable bid that is within the amount of budgeted funds and determining that the award of contract is in the best interest of the Commonwealth.
- b. Unless otherwise provided in the bidding documents, the Agreement between the Commonwealth and the contractor shall be written on the standard form of agreement bound within the Solicitation. The Commonwealth shall not be required to enter into or sign further agreements, leases, company orders or other documents to complete the Agreement.
- c. The Commonwealth's acceptance of the bidder's offer in response to the Solicitation, indicated by the issuance of a contract award, shall create a binding agreement between the parties consisting of the documents listed below. In the event of a conflict between the provisions contained in the contract, the order of precedence shall be in the same listing order as below.
 1. Solicitation including any addenda;
 2. Specifications;

3. Special Conditions;
4. General Conditions;
5. Technical provisions of the specifications;
6. Drawings/plans; and
7. Bid Response to the Solicitation.

19. Award of Construction and Construction-Related Contracts: Capital construction funded contracts require properly authorized Appropriation, Allotment, Revenue Budget, Project Management Master and Journal Voucher Transfer documents (SAS-5, SAS-14) for award of contract and allocation of construction funds. The issuing agency shall execute a construction contract using agency or general fund accounts on the basis of a duly signed agency Purchase Request.



**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES MANAGEMENT
DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION**

GENERAL CONDITIONS of the Contract for Construction
- General Contractor

These **General Conditions of the Contract for Construction – General Contractor** have been implemented by the Kentucky Division of Engineering and Contract Administration for the purpose of delineating the provisions of the Contract for Construction when the Commonwealth has entered into a Contract with a General Contractor to accomplish a Capital Construction Project. The Document as a whole outlines the primary obligations and basic expectations for each entity involved in the Project.

These General Conditions apply to each section of the specifications and to the Contract Documents as a whole 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 definitions, procedures, rules and provisions of the Contract governing the operation so that the Work may be continued and be completed in an orderly, expeditious and workmanlike manner.

These General Conditions, together with the specifications and Contract Documents, shall further establish the standards of material and workmanship for the Work.

Specific Project requirements may alter the provisions indicated herein where strict adherence to the provisions of this document are not warranted or applicable. The Special Conditions and Supplemental Conditions contained in the Contract Documents, if present, modify and take precedence over the provisions of these General Conditions for this specific Project.

These General Conditions are based on and are consistent with the specific Kentucky Revised Statutes passed by the Kentucky Legislature and signed into effect by the Governor; specific Kentucky Administrative Regulations promulgated by State Agencies to enhance and clarify procedures that are authorized by a specific statute; specific Finance Cabinet Administrative Regulations; and the DECA Procedures Manual.

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Articles

1. Definitions of Terms

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

‘1.1 Addenda Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents. An Addendum supersedes related provisions of the Contract Documents which are clarified, corrected or changed by the addenda.

‘1.2 Agency or Using Agency, defined by KRS 45a.030, and is the state government entity which utilizes the Work being contracted. The Agency is a “client” of the Owner and advises the Owner of the needs, requirements and desires of the Agency related to the project. The Owner consults with the Agency on matters related to the Project. The Agency does not possess the legal authority of the Owner (see KRS 45a.045).

‘1.3 Architect, Engineer or Consultant (A-E) is the person or entity, either a registered Architect, Registered Engineer, or Consultant, who is identified as such in the Contract Documents and on the drawings or any replacement Registered Architect, Registered Engineer, or consultant identified by the Owner. The A-E is a separate contractor and not an agent of the Owner. The term includes any associates or consultants employed by the A-E to assist in providing the required professional services to the Owner.

‘1.4 Certification of Payment is the Owner’s Progress Payment Forms, DOA-24 and DOA-25. All Payments made to the Contractor under this contract shall be on the appropriate Owner’s Progress Payment Form.

‘1.5 Change Order means a written order to the Contractor executed by the Owner and the A-E after execution of the Contract, directing a change in the Work and may include a change in the Contract Price or the Contract Time, or any combination thereof. There shall be no authorized changes in the Work, which affect either Contract Price or Contract Time, without a fully executed Change Order, except as provided elsewhere herein.

‘1.6 Contract is the legal relationship, duties and obligations between the Owner and Contractor as evidenced by the Contract Documents for the Project.

‘1.7 Contract Time is the number of calendar days between the Date of Commencement and the dates set for Substantial Completion and Final Completion of the Work, including any adjustments thereto, all as established in the Contract between Owner and Contractor

‘1.8 Contract Documents include the Invitation for Bids, the Instructions to Bidders, the Payment and Performance Bonds, the General Conditions, the Special or Supplemental Conditions, the drawings, specifications, solicitation addenda, the contractors response to the solicitation, any written clarification of the response, the award document containing the Agreement between Owner and Contractor, and modifications issued after execution of the Contract. Modifications include (1) Change Orders issued as provided in Article 14, and (2) Field Orders for minor changes in the work issued by the A-E as provided in Article 14. Documents not included or expressly contemplated in this Paragraph, 1.8, do not, and shall not, form any part of the Contract between the Owner and the Contractor.

‘1.9 Contract Sum means the sum stated in the Contract including any authorized adjustments thereto and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

‘1.10 Contractor or General Contractor means the person or entity with whom the Owner has executed the Contract for construction. The Contractor may also be referred to as General Contractor. The Contractor shall hold his subcontractors, suppliers and others under his employ or contract to the terms and conditions of the Contract Documents.

‘1.11 Damages for untimely performance means a calculated monetary amount to be paid to the Owner, based on real costs which the Commonwealth incurs, due to the Contractor's failure to complete the Work within the allowable time identified in the Contract Documents. This term may also be referred to as "Liquidated Damages" where the actual cost of damages for untimely performance cannot be readily calculated and a definite sum is predetermined to be paid to the Owner. The amount of Liquidated Damages shall be defined in the Special Conditions of this Project.

‘1.12 Date of Commencement is the date specified in the Contract as the date upon which the Contractor is authorized to begin work. The Contract Time as set forth in paragraph 1.7 is determined using this Date of Commencement as the starting date.

‘1.13 DECA Project Manager means the person(s) delegated authority to act on behalf of the Owner. Such person(s) is employed by the Owner, DECA's Project Manager(s) will be designated at the Pre-Construction Meeting. DECA reserves the right to change its designated Project Manager(s) at any stage of the Work, for the sole purpose or benefit of the Commonwealth.

‘1.14 Delay means an event that causes an increase in the duration of the Project, or that changes the sequence of the Work or individual Work activities, thereby preventing completion of the Project within the time period specified in the Contract Documents. An event that does not cause an increase in the duration of the Project or prevents the completion of the Project within the time period specified in the Contract Documents, such as an event that is not on the critical path of the project schedule, is not a delay under this Contract.

‘1.15 Direct Expenses is defined as "All items of expenses directly incurred by or attributable to a specific project, assignment or task" and "Direct costs consist of direct materials, direct labor, subcontract costs, and other miscellaneous direct costs such as bonding and equipment rentals, that are directly related to and can be specifically attributed to an individual contract."

‘1.16 Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. Where it is obvious that a drawing illustrates only a part of the given work or of a number of items, the remainder shall be deemed repetitious and so construed.

‘1.17 Document Collaboration is the Owner's web-based document collaboration system that shall be used by all project participants for the submission, transmittal, transfer, review, approval, processing of all documents related to this project. Where the General Conditions, the technical specifications, or the Contract for Construction indicates that a submission of documents is required, this submission shall be through the Owner's Document Collaboration System.

‘1.18 Extra Work as used in Article 14 is defined as Work not part of the existing Contract Documents which is being added to the Contract by a fully executed Change Order.

‘1.19 A Field Order is a written order issued by the A-E which clarifies or interprets the Contract Documents, or orders minor changes in the Work which does not require a change under Article 14. Field Orders are issued to the Contractor through the Owner's Document Collaboration System. Field Orders are also called A-E's Supplemental Instructions (ASIs).

‘1.20 Final Completion is defined as the Work being acceptable under the Contract Documents and the Contract fully performed in accordance with the terms and conditions of the Contract Documents and the entire payment balance due the Contractor is due and payable.

'1.20.1 Final Completion Date shall have the meaning as described to it in Article '19.5.

'1.21 Notice of Intent to Award is a written letter issued to the apparent successful contractor after acceptance of bid price, unit prices, subcontractors and equipment and materials to inform them of such acceptance and request the required additional documentation to initiate the Contract. **This is NOT an authorization to proceed.**

'1.22 Owner means the Commonwealth of Kentucky, acting through the Finance and Administration Cabinet and its Administrative Agent, the Department for Facilities and Support Services, Division of Engineering and Contract Administration. The Owner is represented solely by the Division of Engineering and Contract Administration. The Owner is represented by the DECA Project Manager for the specific Project.

'1.23 The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by other Contractors, working under separate Contract with the Owner.

'1.24 Resident Observer means an individual who has a direct contract with the A-E to observe and report on activities at the work site. A Resident Observer employed by the A-E is not authorized to serve as the Owners Representative, unless so designated by the Owner in writing.

'1.25 Retainage means money earned by a contractor for work accepted by the Owner, but withheld to ensure proper performance by the contractor. Retainage is further defined in Article '18.

'1.26 Shop Drawings means drawings, completion diagrams, schedules, and other data specially prepared for the Work by the Contractor or any Subcontractor, lower tier subcontractors, manufacturer, supplier, or distributor to illustrate some portion of the Work. Shop Drawings and other submittals from the Contractor to the A-E shall be transmitted through the Owner's Document Collaboration System. Unless other requirements are indicated in the Special Conditions for this project or unless otherwise permitted by the A-E in writing, all shop drawings required by the Contract Documents shall to be submitted to the A-E for review and acceptance within the time indicated below:

'1.26.1 For Projects of less than 180 calendar day duration: thirty (30) calendar days of the Date of Commencement.

'1.26.2 For Projects of more than 181 calendar days and less than 360 calendar days duration: less than sixty (60) calendar days of the Date of Commencement.

'1.26.3 For Projects of more than 361 calendar days duration: less than ninety (90) calendar days of the Date of Commencement.

'1.26.4 In circumstances where a specific shop drawing required by the Contract Documents cannot reasonably be submitted to the A-E for review and acceptance, the Contractor shall notify the A-E in writing within the time periods indicated above for submission, and if the A-E finds it reasonable to waive this submission time period requirement, the A-E may do so in writing.

'1.26.5 In circumstances where a specific shop drawing required by the Contract Documents cannot be reasonably reviewed by the A-E within the time prescribed elsewhere in the Contract Documents, the A-E shall notify the Contractor in writing prior to the date required for the review of the reasons for the time needed for reviewing the Shop Drawing.

'1.27 Specifications are the descriptive and written portions of the Contract Documents, wherever located and whenever issued, that describe the quality and performance of building materials and systems, using code citations and published standards. The drawings and specifications are complementary, together providing the information required for a complete facility. However, the specifications overrule the drawings where there is a conflict or contradiction. However, the Contractor shall inquire of the A-E for a determination of the resolution of the conflict or contradiction.

'1.28 Subcontractor means the person or entity having a direct contract with the Contractor for the performance of a part of the Work. The Owner has no direct contractual relationship with the subcontractor.

'1.29 Substantial Completion is the point at which, as certified in writing by the A-E and accepted by the Owner that the Project is: 1) at a level of completion in strict compliance with the Contract (see article '19.4 for a complete listing of requirements for compliance); 2) all necessary approvals by public authorities has been given; and, 3) that the Owner or the Agency can enjoy beneficial use or occupancy and can use, operate and maintain (the Owner has received all required warranties and documentation) it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete and such partial use or occupancy shall not be evidence of Substantial Completion.

'1.29.1 Substantial Completion Date shall have the meaning as described to it in Article 19.

'1.30 Warranty, General. The Contractor shall warrant all equipment, materials, products, and workmanship provided by the Contractor under these Contract Documents for a period of twelve (12) months after the Date of Final Completion. This period of time is called the One-Year Warranty Period and is further defined in Article 9.2.

'1.31 The Work includes the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor's obligations.

'2. Intent and Interpretation

The A-E shall be the authority of the Contract Documents as to their intent or interpretation, except as defined below and/or as provided in paragraph 3.4.

'2.1 Anything that may be required, implied or inferred by the documents which make up the Contract, or any one or more of them, shall be provided by the Contractor for the Contract Sum;

'2.2 Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;

'2.3 When a word, term, or phrase is used in the Contract Documents, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

'2.4 The words "include", "includes", or "including", shall be deemed to be followed by the phrase, "without limitation".

'2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of the resulting Contract shall not imply that any

other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of the resulting Contract;

'2.6 In the event of any conflict, discrepancy, or inconsistency, the following shall control:

'2.6.1 As between figures given on plans and scaled measurements, the figures shall govern; When two or more figures given on the plans are in conflict, the Contractor shall inform the A-E of such conflict immediately and the A-E shall clarify the correct figure to be used. The Contractor shall not proceed with any work related to the figures in conflict until the A-E has provided this clarification.

'2.6.2 As between large scale plans and small scale plans, the large scale plans shall govern;

'2.6.3 As between plans and specifications, the requirements of the specifications shall govern; When there is a conflict between the plans and specifications, the Contractor shall inform the A-E of such conflict immediately and the A-E shall clarify the correct interpretation to be used. The Contractor shall not proceed with any work related to the conflict until the A-E has provided this clarification.

'2.6.4 When any conflict, discrepancy, or inconsistency exists as described in Article '2.6, and when there is a necessary determination by the A-E, with agreement by the Owner, that the provisions indicated above do not result in the proper interpretation and resolution of the conflict, the A-E may provide written directive as to how the conflict is to be resolved.

'2.6.4.1 When such written directive, as indicated in '2.6.4 results in a cost difference to properly resolve the conflict, discrepancy, or inconsistency, a cost adjustment may be determined by the A-E to be appropriate.

'2.6.4.2 The Contractor shall notify the A-E/ Owner of his proposed necessity of a cost difference result within fourteen (14) calendar days of the receipt of the directive to resolve the conflict.. However, should the Contractor proceed with the work related to the conflict resolution without written notice of the proposed cost difference to the A-E within the prescribed time, no cost adjustment will be granted.

'2.7 Meaning of Execution. Execution of the Contract Documents by the Contractor is a representation that the Contractor has thoroughly examined the site of the Work, become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

'2.7.1 Execution of the Contract Documents is a further representation that Contractor has received, reviewed and carefully examined all of the Contract Documents, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, the Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct the Project.

'2.8 Prior Agreements. The Contract Documents supersede any and all prior discussions, communications, representations, understandings, negotiations or agreements between the Owner and the Contractor and the Agency and the Contractor.

'2.9 Contractor's Performance. The Contractor shall perform all of the Work required, implied or reasonably inferable from the Contract including, but not limited to, the following:

'2.9.1 Construction of the Project;

'2.9.2 The furnishing of any required surety bonds and insurance;

'2.9.3 The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project;

'2.9.4 The creation and submission to the A-E of detailed and comprehensive record drawings and specifications, depicting all as-built construction. Said as-built drawings shall be submitted to the Owner by the A-E upon Final Completion of the Project and receipt of same by the Owner shall be a condition precedent to final payment to the Contractor and to the A-E.

'2.10 Time. All limitations of time set forth in the Contract Documents are material and are of the essence of the Contract. The Contractor shall execute the work in such a manner as consistent with the limitations of time set forth. The Contractor shall make reasonable progress on the completion of the Work on a continual and consistent basis. Any failure of the Contractor to execute the Work in a timely manner consistent with the limitations of time set forth in the Contract Documents may be deemed at a Material Breach of Contract.

'2.11 Intent of Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper completion of the Work by the Contractor. Labor or materials which are evidently necessary to produce the desired results, even though not specifically mentioned in the Contract Documents, shall be included in the Work. The A-E is the interpreter of the Contract Documents and where any clarification regarding interpretation of the Documents is required the A-E shall be notified in writing pursuant to paragraph 2.13 below.

'2.12 Contract Documents Complementary, etc. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In case of conflicts between the various Contract Documents, the order of precedence shall be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Division 1 - General Requirements of the Specifications; (5) Technical provisions of the Specifications; (6) Drawings.

'2.13 Questions to A-E. In the event a question arises regarding the meaning or intent of the drawings and specifications, the Contractor shall report it at once to the A-E by the submission of a Request for Information through the Owner's Document Collaboration System. The A-E shall furnish, with reasonable promptness, as defined by the Contract between the Owner and the A-E, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work, consistent with the requirements of Article 3.

'2.14 Paragraph, titles, headings, and drawing numbers are for convenience only and form no operative part of the Contract. The General Contractor, and by the "flow down" provisions of these General Conditions, every subcontractor, shall provide all Work defined, identified, enumerated, specified or otherwise indicated to be provided by the Contract Documents.

'3. The Architect, Engineer, Consultant (A-E)

Unless otherwise directed by the Owner in writing, the A-E shall perform those duties and discharge those responsibilities allocated to the A-E in the Contract Documents. The duties, obligations and responsibilities of the A-E shall include, but are not limited to, the following:

'3.1 Owner's Representative. The A-E will be the Owner's Agent during construction, through issuance of final payment, and during the contractor's One Year Warranty period. The A-E will advise and consult with the Owner. In the event the Owner should find it necessary or

convenient to replace the A-E, the Owner shall retain a replacement A-E and the role of the replacement A-E shall be the same as the role of the A-E.

'3.2 Communication through A-E. Except as otherwise provided in the Contract Documents, the Owner's instructions to the Contractor shall be through the A-E and the Contractor's communications with the Owner shall be through the A-E. Should the contractor act on communications from any other entity, other than through the A-E, he is acting at his own risk and may be required to reverse the actions taken as his own expense.

'3.2.1 All documents related to this project shall be submitted, transmitted, transferred, reviewed, approved or rejected, and/or otherwise processed using the Owner's Document Collaboration System which is the Owner's web-based document collaboration system that shall be used by all project participants. No submission, transmittal, transfer, review, approval or processing shall be deemed Official without the use of this system.

'3.2.1.1 All documents transmitted for purposes of administration of the Contract are to be in electronic (PDF) format and transmitted via the Commonwealth's Document Collaboration System that receives, logs and store documents, processes documents through workflows and notifies addressees via email.

3.2.1.2 The A-E/ Engineer and the Contractor are required to become familiar with this system, to use this for all official transmittal of information pertaining to this project, and to respond to the requirements of this system within a reasonable time as defined elsewhere herein and/or by the terms of their Contract with the Owner.

3.2.1.2.1 Training: The Owner has an agreement with the service provider of the Document Collaboration System to provide training, support and assistance to users of the system via a web-based training session which can be arranged upon request. Further training as may be required by a specific user of the system is the responsibility of the user of the system.

'3.3 Review of Work. The A-E shall approve, or respond otherwise, in a timely manner, as defined by the Contract between the Owner and the A-E, as necessary concerning shop drawings or other submittals received from the Contractor. Should the A-E have reasonable cause to be unable to approve, or respond otherwise to submissions from the Contractor, the A-E shall provide written explanation of the reasonable cause within the timely manner, as defined by the Contract between the Owner and the A-E.

'3.3.1 The A-E shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of the Contract. The A-E shall refuse the work in writing when he deems it necessary to refuse the work. If the A-E deems it appropriate, the A-E shall be authorized to call for extra inspection or testing of the work for compliance with requirements of the Contract.

'3.3.1.1 The costs of the extra inspection or testing shall be paid by the Contractor, unless the results of the extra inspection or testing find that the work was originally in conformance with the Contract requirements and that the extra inspection or testing was not necessary. A reduction in the Contract Sum shall be provided by Change Order to reimburse the Owner for the costs of the extra inspection or testing.

'3.3.1.2 In cases where the Contractor covers up work that is required by the Contract Documents to be inspected or tested prior to the inspection or testing, the cost of uncovering the work and performing the inspection or testing shall be at the

Contractor's expense even if the work is found to have been originally in conformance with the Contract Documents. A reduction in the Contract Sum shall be provided by Change Order to reimburse the Owner for the costs of the extra inspection or testing.

'3.3.2 The A-E shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the A-E, are properly owing to the Contractor as provided in the Contract. The A-E shall perform this review, approval and submission of his recommendation to the Owner, within ten (10) business days of receipt of the Payment Request from the General Contractor.

'3.3.3 The A-E shall perform those inspections required by the Owner.

3.4 Interpretation of Contract Documents. The A-E shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor, subject to the provisions of Article 26.

'3.4.1 Claims, disputes, and other matters in question that arise relating to the execution or progress of the Work shall be referred initially to the A-E for decision, which he will render in writing within a reasonable time, as defined by the Contract between the Owner and the A-E.

'3.4.2 Should the Contractor find disagreement with the A-E as to the proper interpretation of the Contract Documents or other decision of the A-E, he must refer the A-E's decision to the Director of the Division of Engineering in writing within seven (7) days. The Director of the Division of Engineering will then discuss and negotiate the A-E's decision with the A-E to seek reasonable resolution of the matter. Following these discussions and negotiations, the A-E's initial decision or revised decision shall be binding, unless the Contractor appeals the A-E's initial or revised decision to the Secretary of the Finance and Administration Cabinet in accordance with the provisions of Article 26.

'3.4.3 Should the Director of the Division of Engineering find disagreement with the A-E as to the proper interpretation of the Contract Documents or any other decision of the A-E, the Director of the Division of Engineering may appeal the A-E's initial or revised decision to the Secretary of the Finance and Administration Cabinet in accordance with the provisions of Article 26.

'3.4.4 The A-E shall have authority to reject Work which does not conform to the Contract Documents. In the event of rejection, the A-E may recommend in writing withholding payment to the Contractor for the rejected Work, and such recommendation shall give the Owner the authority to withhold payment for such Work.

'3.5 Review of Shop Drawings, etc. The A-E shall review and approve, or take other appropriate action upon Contractor's submittals (such as Shop Drawings, product data, and samples) for conformance with the design concept and the information given in the Contract Documents. Such action shall be taken with reasonable promptness, as defined by the Contract between the Owner and the A-E, so as to cause no delay. The A-E may determine concurrently with the Contractor the timing and scheduling of the A-E's Review, with the understanding that some submittals are more critical to the Critical Path of the Completion of the project than others.

'3.5.1 The A-E's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The A-E's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the A-E's attention to such deviation at the time of submission and the A-E has given written approval to the specific deviation, nor shall any approval by the A-E relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

‘3.5.2 If, for any reason, any item specified and approved by the A-E as a shop drawing submittal, will not be available when needed in the course of the work, and Contractor can show he has made a reasonable, persistent effort to obtain item in question, the Contractor is to notify the A-E in writing, immediately, and the A-E will either determine the source of the supply or arrange with the Owner for appropriate substitution, within the terms of the Contract. Otherwise, the Contractor will not be excused for delays in securing materials or products specified, and will be held accountable if completion of the project is thereby delayed.

‘3.6 Preparation of Change Orders. The A-E, in consultation with the Owner, shall prepare Change Orders. The A-E shall also have authority to order minor changes in the Work as provided in Article 14.2.

‘3.7 Final Inspections, Certification. The A-E, in consultation with the Owner, shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The A-E shall also 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.

‘3.8 The A-E shall review the Contractor’s Payment Requests and shall approve in writing those amounts which, in the opinion of the A-E, are properly owing to the Contractor as provided in the Contract. The A-E will perform this review, approval and submission of his recommendation to the Owner, within ten (10) business days of receipt of the Payment Request from the Contractor.

3.8.1 When there is reasonable justification that causes the A-E to be unable to perform this review, approval and submission of his recommendation to the Owner within the time prescribed in paragraph 3.8 above, the A-E will notify the Contractor in writing as to the justification and as to the time that will be required for this review, approval and submission of his recommendation to the Owner.

‘3.8.2 The Contractor may submit no more than one (1) payment request each thirty (30) calendar day period, except where specifically agreed by the Owner that additional payment requests may be submitted within the thirty (30) calendar day period for reasons consistent with the Contractor’s performance of the Contract.

‘3.9 The A-E, in consultation with the Owner, shall be authorized to require the Contractor to make changes or deviations in the work which do not involve a change in the Contract Sum or in the Contract Time for the Contractor’s performance consistent with the intent of the Contract. The A-E shall make such changes or deviations in the work by written Field Order.

‘3.10 The duties, obligations and responsibilities of the Contractor under the Contract shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the A-E. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the A-E. It is expressly acknowledged and agreed that the duties of Contractor to the Owner are independent of, and are not diminished by, any duties of the A-E to the Owner.

‘3.11 The duties, obligations and responsibilities of both the A-E and the Contractor, under their respective Contracts, shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation or responsibility of the Resident Observer. It is expressly acknowledged and agreed that the duties of Contractor and/or A-E to the Owner are independent of, and are not diminished by, any duties of the Resident Observer to the A-E/Owner. A copy of the Resident Observers Duties, Responsibilities and Limitations

are enumerated in the DECA Procedures Manual, are to be discussed at the Pre-Construction Meeting and are by reference made a part of these General Conditions.

4. Construction Schedule

The Contractor, within fifteen (15) days of the Date of Commencement shall prepare and submit for the Owner and A-E's approval a construction schedule for completing the Work. This submission shall be transmitted through the Owner's Document Collaboration System. The schedule shall indicate the starting and completion dates of the various stages of the Work, shall not exceed time limits established by the Contract Documents for the various stages of Work, shall be updated monthly and furnished to the Owner and A-E, shall be related to the Work of any other contractors on the Project to the extent required by the circumstances, and shall provide for expeditious and practicable execution of the Work. *Progress Payments to the Contractor are contingent upon receipt of the updated monthly project schedule and schedule of submittals.*

4.1 Time Frame of Schedule: *Extend schedule form date established for commencement of the Work (the Notice of Award or Notice to Proceed) to Substantial Completion, to Final Completion, and indicating all critical milestones along the time of the schedule.*

4.1.1 Work by Owner: *Include a separate activity for each portion of the Work to be performed by the Owner or by others working under separate contract with the Owner.*

4.1.2 Products Ordered in Advance: *Include a separate activity for each product pre-ordered by the Owner. Include the delivery date indicated in the Special Conditions or as relayed to the Contractor from the Owner.*

4.1.3 Work Restrictions and "blackout dates": *Show the effect of specified work restrictions and "blackout dates" as defined in the Special Conditions.*

4.1.4 Commissioning: *Show separate activities for each building system to receive commissioning by others working under separate contract with the Owner, allowing sufficient time for functional startup, commissioning, correction of commissioning issues and final commissioning. Note: Commissioning must be accomplished in its entirety by the Date of Substantial Completion.*

4.1.5 Testing and Balancing: *Show separate activity for testing and balancing by others working under separate contract with the Owner. Note: Testing and Balancing must be accomplished in its entirety by the Date of Substantial Completion.*

4.2 The original schedule shall be accompanied by a proposed schedule of values as described in Article 18.1. The original Project Schedule, Schedule of Submittals and the Schedule of Values are to be submitted to the A-E, reviewed and accepted by the A-E and the Owner, prior to submittal of the first Progress Payment. No payment will be made to the Contractor without an approved Schedule of Values and a Project Schedule.

4.2.1 The original schedule shall show the project being completed on the established Date of Substantial Completion. To do this, the Contractor shall include in the flow of work any existing "float" which may be identified during the layout of the project schedule.

4.2.2 The Contractor acknowledges that all float (including Total Float, Free Float, and Sequestered Float) is a shared commodity available to the Project and is not for the exclusive benefit of any party; float is an expiring resource available to accommodate changes in the Work, however originated, or to mitigate the effect of events that may delay performance or completion of all or part of the Work.

'4.3 The Contractor shall promptly notify the A-E and Owner if the Contractor is materially ahead of, or behind the updated construction schedule. Failure to so notify the A-E and Owner shall relieve the Owner from liability for damages caused by delay or impact. Strict compliance with the requirements of this article shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of the Contract.

'4.3.1 On projects where a CPM schedule is required, the Contractor shall report on the status of any "float", including the addition of "float", the use of "float", and the anticipation of the use of "float" at each project Progress Meeting.

'4.4 For projects with a Contract Sum of \$1,000,000 or greater the schedule shall be in critical path method (CPM) format. The schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) duration of each activity with the critical path highlighted. The schedules shall include, but not be limited to, submittal processing and review time required by the A-E, fabrication and delivery of materials, construction, testing clean-up, work and/or materials to be provided by the Owner, dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations, and significant milestones related to the completion of the Project.

'4.4.1 For projects where the CPM format is required for schedules, any subsequent adjustment, modification or change in the schedule shall include an indication of the original Critical Path and the adjustment, modification, or change shall clearly delineate the adjustment, modification or change in the schedule and shall be accompanied by a written statement of the cause and reason for the adjustment, modification or change.

'4.4.2 For projects where the CPM format is required for schedules and subsequent adjustment, modification or change in the schedule does not include the information required by paragraph 4.3.1 above, the revised schedule shall be rejected and payment of the Contractor's General Conditions costs suspended until this provision is complied with satisfactorily.

'4.5 Work Hours on site shall be coordinated with the A-E, Owner and Using Agency and shall be initially defined and scheduled at the Pre-Construction Conference, adjusted by notification to the A-E, Owner and Using Agency during each monthly Progress Meeting, and shall comply with the following criteria:

'4.5.1 Generally, work hours on site shall be from 7am to 4pm, weekdays, unless otherwise defined in the Special Conditions. However, unless restricted or modified by the Special Conditions, the Contractor may propose a different work hour schedule up to 24/7/365 with acceptance by the Owner.

'4.5.2 The Contractor shall have job site supervision on site during any work hours scheduled and/or any extended work hours accepted by the Owner.

'5. Shop Drawings; Submittals

'5.1 Schedule for Submittals. Prior to submission of the first application for payment and in sufficient time to allow the A-E reasonable time for review, the Contractor shall submit to the A-E a schedule of submittals which shall be coordinated with the construction schedule. This submission shall be transmitted through the Owner's Document Collaboration System. The Contractor shall keep the schedule of submittals current and present an updated schedule of submittals at each project progress meeting. This schedule of submittals shall contain anticipated and actual dates of the submittal of shop drawings and shall be consistent with the requirements for scheduling submittals defined in Article 1.26 of these General Conditions.

'5.2 Submittals of Shop Drawings, Samples, etc. The Contractor shall review, approve, and submit Shop Drawings, samples, and product data in accordance with the approved schedule as herein detailed.

'5.2.1 The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and A-E that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

'5.2.2 The A-E shall review and approve, with reasonable promptness as defined by the Contract between the Owner and A-E, the Shop Drawings, or return for corrections as required. The review and approval shall be for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

'5.2.3 The Contractor shall make any corrections required by the A-E 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 A-E on previous submissions.

'5.2.4 Where a Shop Drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by the A-E. 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 A-E, Owner and Resident Observer.

'5.2.5 The A-E's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the A-E's attention to such deviation at the time of submission and the A-E has given written approval to the specific deviation, nor shall any approval by the A-E relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

'5.2.5.1 Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the A-E for decision before proceeding with the work.

'5.2.6 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall provide copies of this submittal log with the current status of submittals clearly indicated therein to the A-E and the Owner at each progress meeting until such time as all submittals are complete and accepted.

'5.3 Photographic Documentation: Provide Pre-Construction Photographs, Construction Progress Photographs and Substantial Completion construction photographs. Submit photographs in the Owner's Document Collaboration System with a key plan or description of the location of the photograph taken.

'5.3.1 Pre-Construction Photographs: Take a minimum of 20 photographs to show existing conditions of the project site and adjacent property prior to the start of construction activities. Take additional photographs as necessary to adequately document the existing physical conditions of all improvements to the project site or adjacent property that might be affected by the activities of construction.

'5.3.2 Construction Progress Photographs: Take a minimum of 10 photographs DAILY to document the progress of construction. Take additional photographs as necessary to adequately document the progress of construction indicating all key elements of the construction and any significant progress.

'5.3.3 Substantial Construction Photographs: Take a minimum of 20 photographs to show conditions of the project site and adjacent property at the time of substantial completion of the work at the conclusion of construction activities. Take additional photographs as necessary to adequately document the current physical conditions of all improvements to the project site or adjacent property that might have been affected by the activities of construction.

'6. Documents and Samples at the Site

Unless otherwise provided in the Contract Documents, the General Contractor shall print and copy any drawings and specifications as are reasonably necessary for the execution of the Work. Each Subcontractor shall have the ability to download the entire set of drawings and specifications at its option, however, every Subcontractor shall be responsible for the scope of their work indicated in any location throughout the drawings and specifications. There is NO GUARANTEE of the division of the scope of work to specific specifications sections or specific drawings.

'6.1 The Contractor shall maintain at the site one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction. Unless otherwise directed, the Contractor shall also keep approved Shop Drawings, product data, samples and similar required submittals on hand. These shall be available to the A-E, Owner, and Resident Observer as requested.

'6.1.1 When the Contractor fails to maintain the record copies indicated in paragraph 6.1 above, payment of the Contractor's General Conditions costs may be suspended until this provision is complied with satisfactorily.

'6.2 Upon completion of the Work, the record documents described above shall be delivered to the A-E for submittal to the Owner along with the as-built drawings.

'7. Contract Documents Property of Owner

The Contract Documents, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract Documents upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract Documents on other projects without the Owner's prior written authorization.

'8. Supervision and Construction Procedures

'8.1 Supervision of the Work. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention so as to ensure expeditious, workmanlike performance in accordance with the requirements of the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences

and procedures. He shall be responsible for the acts and omissions of persons directly employed by him, as he is for Subcontractors and others under Article 17. He shall be responsible for coordinating all portions of the Work under the Contract unless the Contract Documents give other specific instructions concerning these matters.

'8.2 Obligation to Follow Contract Requirements. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the A-E in the A-E's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

'8.3 The Contractor shall not perform Work without adequate plans and specifications, or, as appropriate, approved Shop Drawings, or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission without first providing written notice to the A-E and Owner, the Contractor shall be responsible for such Work and pay the cost of correcting same.

'8.4 All Work shall strictly conform to the requirements of the Contract Documents. The Contractor shall not commence or continue any portion of the Work where there is not a complete understanding of the requirements of the Contract Documents. When the Contractor believes that he does not have a complete understanding of the requirements of the Contract Documents, he shall immediately notify the A-E of this fact and shall issue a Request for Information to obtain this complete understanding of the requirements.

'8.4.1 All branches of work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all local, state or federal regulations and codes, where the same have jurisdiction. Where the Contractor may be in doubt as the application of a state regulation or code on a specific branch of work, the Contractor shall ask for an interpretation from the A-E prior to proceeding with the work.

'8.5 The Work shall be continually supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor

'8.5.1 The Contractor shall prepare Daily Construction Reports and submit these reports through the Owner's Document Collaboration System a minimum of weekly. Failure to submit these Daily Construction Reports in a timely manner shall be reason for withholding of General Conditions amounts from the Contractor's payment requests until such submittal is completed.

8.5.2 The Contractor's Daily Construction Report shall contain as a minimum the following information in enough detail as to provide an accounting of the construction site conditions, activities and issues:

- Contractor's Name
- Job Superintendent's Name
- Date of Report
- Weather Conditions – precipitation, temperature, etc.
- Manpower – by trade including number of workmen.
- Brief description of work performed that day.
- Conditions which delay progress of the work.
- Issues that arose needing resolution.
- Resolution of prior issues that were implemented.
- Project Photographs, where appropriate.

'8.6 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. Strict discipline shall include a prohibition of the use of drugs, alcohol or

any other controlled substance; prohibition of firearms or other weapons; prohibition of unnecessary contact with building occupants; and other objectives of good discipline.

'8.7 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Failure to provide proper job site supervision AT ALL TIMES THAT WORK IS IN PROGRESS shall be reason for a change order deduction of a portion of the General Conditions amounts from the Contractor's payment requests for the period of time that job site supervision is not provided.

'8.8 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the Contract Documents, Shop Drawings, and other submittals and shall give written notice to the Owner and the A-E of any potential conflict, ambiguity, error or omission which the Contractor may find with respect to these documents and their adequacy and sufficiency for construction as required by the Contract before proceeding with the affected Work. The express or implied approval by the Owner or the A-E of any Shop Drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with the resulting Contract.

'8.8.1 The Owner has relied upon the A-E to prepare documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction, and in issuing the Contract to the Contractor, the Owner's established legal duties to the Contractor notwithstanding, the Owner has relied upon the A-E's professional expertise in fulfilling its legal duty to the Owner in addition to the Contractor's full and good faith compliance with its duties set forth above.

'8.9 Superintendent. The Contractor shall employ a qualified, competent full-time superintendent and any necessary assistants. This superintendent shall be present on site at all times that Work of this contract is underway except with prior written consent of the A-E. It shall be the responsibility of the superintendent to coordinate the work of all the Subcontractors.

'8.9.1 The Owner reserves the right to accept the Superintendent selected by the Contractor. This full-time Project Superintendent shall be qualified and experienced to supervise the work of this Contract. The Contractor shall notify the A-E and Owner in writing for acceptance prior to any change in supervisory personnel. This change shall be for reasons outlined below.

'8.9.1.1 The Contactor shall immediately replace a Superintendent upon written notice from the Owner that the current Superintendent is unsatisfactory. The Owner has the right to require replacement of a Superintendent at any time that the Owner loses confidence in the Superintendent: to adequately perform the duties required of the Contract Documents: to complete the Work in strict adherence to the Contract Documents; to maintain the project schedule; or to be present at the project site at all times Work is in progress, except as authorized by the A-E. The Owner also has the right to require the replacement of the Superintendent for inappropriate or unprofessional conduct either on the project site or directed toward the A-E/ Engineer, the Owner's Representatives (DECA personnel), the Using Agency Representatives, or the general public.

'8.9.2 This Superintendent shall have full and complete authority to act on behalf of the Contractor in all matters related to this project, except as defined in written form by the Contractor and accepted in writing by the Owner. All instructions given to the superintendent shall be considered as given to the Contractor.

'8.9.3 The superintendent shall not be changed except under the following circumstances:

'8.9.3.1 where the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ, in which case the Contractor shall give timely prior written notice to the Owner of the impending change in superintendent and a reasonable explanation for the change; or

'8.9.3.2 where the Owner has reasonable grounds for dissatisfaction with the performance of the superintendent and gives written notice to the Contractor of these grounds. The Contractor, upon receiving such written notice, shall replace the existing superintendent with a successor, to whom the Owner has no objection.

'8.9.4 Should the Contractor not provide the superintendent as required by the Contract Documents to oversee all work being performed on this Contract, the Owner has the right to deduct by Change Order the amount of General Conditions costs from the Contract Sum for the period in which proper Superintendence of the Work is not provided. This amount is determined by dividing the complete amount of General Conditions indicated in the approved Schedule of Values by the number of months of project duration according to the approved Project Schedule.

'8.10 Contractor's Project Manager. In addition to the Superintendent required in article '8.9, the Contractor may employ a qualified, competent Project Manager. In the absence of an assigned Project Manager, the principal owner of the Contractor's Company shall be considered as the Project Manager. This Project Manager is not required be present on site at all times that Work of this contract is underway, but shall be intimately familiar with the status of the Work of the Project at all times. It shall be the responsibility of the Project Manager to supervise the Superintendent and represent the Contractor in all matters.

'8.10.1 The Owner reserves the right to accept the Project Manager selected by the Contractor. This Project Manager shall be qualified and experienced to manage the work of this Contract and represent the Contractor in all matters. The Contractor shall notify the A-E and Owner in writing for acceptance prior to any change in project management personnel. This change shall be for reasons outlined below.

'8.10.1.1 The Contactor shall immediately replace a Project Manager upon written notice from the Owner that the current Project Manager is unsatisfactory. The Owner has the right to require replacement of a Project Manager at any time that the Owner loses confidence in the Project Manager to adequately perform the duties required of the Contract Documents: to manage the Work in strict adherence to the Contract Documents; to maintain the project schedule; or to supervise the Superintendent. The Owner also has the right to require the replacement of the Project Manager for inappropriate or unprofessional conduct either on the project site or directed toward the A-E/ Engineer, the Owner's Representatives (DECA personnel), the Using Agency Representatives, or the general public.

'8.10.2 This Project Manager shall have full and complete authority to act on behalf of the Contractor in all matters related to this project. All instructions given to the Project Manager shall be considered as given to the Contractor.

'8.10.3 The Project Manager shall not be changed except under the following circumstances:

'8.10.3.1 where the Project Manager proves to be unsatisfactory to the Contractor or ceases to be in his employ, in which case the Contractor shall give timely prior written notice to the Owner of the impending change in Project Manager and a reasonable explanation for the change; or

'8.10.3.2 where the Owner has reasonable grounds for dissatisfaction with the performance of the Project Manager and gives written notice to the Contractor of these grounds. The Contractor, upon receiving such written notice, shall replace the existing Project Manager with a successor, to whom the Owner has no objection.

'8.10.4 Should the Contractor fail to replace an unsatisfactory Project Manager as required by written notice of the Owner, the Owner has the right to deduct by Change Order the amount of General Conditions costs from the Contract Sum for the period in which there is a refusal to make the required replacement. This amount is determined by dividing the complete amount of General Conditions indicated in the approved Schedule of Values by the number of months of project duration according to the approved Project Schedule.

'8.11 Temporary Support Facilities Required: The Contractor shall provide temporary job offices for use by the Job Superintendent, A-E, Resident Observer (if applicable) and the Owner during the course of construction from the time of commencement of the Work until Substantial Completion. Provide electric, water, HVAC internet access and telephone for all areas of the temporary job office. This job office shall be large enough to accommodate project meetings and to provide for construction management operations. Where a Resident Observer is utilized on the project, a separate office shall be provided for the Resident Observer's use with electric, water, HVAC, telephone and internet access.

'9. Labor, Material, and General Contractor Warranty

'9.1 Contractor Provisions. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supervision, labor, water, tools, equipment, light, power, temporary heat, hoist, supplies, appliances, transportation, and other facilities and things necessary for the execution and completion of the Work.

'9.1.1 In the event the Owner elects to make available the electric power or domestic water, at no cost, to the Contractor for construction purposes, the election to do so will be spelled out in the Special Conditions for this project. Available electric power provided by the Owner, at his election, shall not be utilized as a means for temporary heat without specific approval from the Owner in writing.

'9.1.2 Additionally, the Owner reserves the right to cease to provide this available electric power and/or domestic water, at no cost to the Contractor, should it be found that the electric power and/or domestic water is not reasonably used economically.

'9.2 General Contractor Warranty. The Contractor warrants to the Owner and A-E that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will strictly conform with the requirements of the Contract Documents.

'9.2.1 The Contractor shall warrant all equipment, materials, products, and workmanship provided by the Contractor under these Contract Documents not only during the Contract period but also for a period of twelve (12) months after the Date of Final Completion.

'9.2.1.1 The One Year Warranty period for correction of Work shall be extended with respect to portions of the Work first performed after the Date of Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

'9.2.2 Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. While, the Contractor's warranty excludes remedy for damage or defect caused by abuse by the Owner or building occupants, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage, if the Work is not conforming to the requirements of the Work and that has been determined to be defective, is not excluded from the Contractor's One Year Warranty.

'9.2.3 If, during the Contract Period or during the One Year Warranty period (a) any equipment, materials or products furnished and/or installed by the Contractor are found to be defective in service by reason of the Contractor's faulty process, structural and/or mechanical design or specification, or (b) any equipment, materials, or products furnished and/or installed by the Contractor are found to be defective by reason of defects in material or workmanship, the Contractor shall, promptly after receipt of written notice from the Owner or A-E, repair or cause to be repaired such defective equipment, materials or products, or replace such defective equipment, materials, or products.

'9.2.3.1 During the One Year Warranty Period for correction of the Work, if the Owner fails to notify the Contractor and give the Contractor the opportunity to make correction, the Owner waives the right to require correction by the Contractor and to claim a breach of Warranty. However, this inaction during the Warranty Period by the Owner does not imply any limitation of the Contractor's liability as indicated in paragraph '9.2.7.

'9.2.3.2 During the One Year Warranty Period for correction of the Work, if the Owner notifies the Contractor and gives the Contractor the opportunity to make correction, and the Contractor fails to correct the Work with reasonable promptness, the Owner has the right to claim a breach of Warranty.

'9.2.4 The Contractor's warranty shall not exclude remedy for damage or defect caused by abuse by the Contractor, his subcontractors, or others within his control during the construction period or during work related to Contractor warranty.

'9.2.4.1 Any portion of the Work required by the Contract Documents shall not be waived as a requirement for Completion of the Work, except by specific written authorization from the Associate Director of the Division of Engineering and Contract Administration for reasons where, by no fault of the Contractor, could not be completed within the time established for Completion of the Work.

'9.2.5 If during the Contractor's warranty period, there is a question concerning the quality or kind of materials and equipment installed in this project, and requested by the A-E, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

'9.2.6 In the event of multiple failures of major consequence in similar equipment, products, components or systems, prior to the expiration of the one-year warranty described above, the affected equipment, product, component or system shall be disassembled, inspected, and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the equipment, product, component or system failure shall be replaced.

'9.2.6.1 As used herein, multiple equipment, product, component or system failures shall be interpreted to mean two (2) or more successive failures of the same kind in the same item of equipment, product, component or system or

failures of the same kind in two (2) or more items of equipment or product, or in a specific building system or component.

'9.2.6.2 Major equipment failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts or structural members, broken or chipped gear teeth overheating, premature bearing failure, excessive wear, or excessive leakage around the seals.

'9.2.6.2.1 Equipment failures which are directly and clearly traceable to operator abuse, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty.

'9.2.6.3 Major product, component or system failures may include, but are not limited to, failure of the item to perform as intended, excessive wear, discoloration due to defective finish application, leakage, or inadequacy of performance as specified.

'9.2.6.3.1 Product, component, or system failures which are directly and clearly traceable to building user or operator abuse, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication, using maintenance procedures not conforming with published maintenance instructions, and abuse or vandalism, shall be exempted from the scope of the one-year warranty.

'9.2.6.4 Should multiple equipment, product, component or system failures occur in a given item or type of equipment, product, component or system, all items of the same size and type shall be disassembled, inspected, modified or replaced, as necessary, and re-warranted for one year.

'9.2.6.5 A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item of equipment is reassembled and placed back into operation.

'9.2.7 No specific provision of this Article nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability with the laws of the Commonwealth of Kentucky.

'9.3 Substitution - Materials and Equipment. Substitution of previously approved equipment and materials shall be submitted to the A-E for acceptance and will be considered only for the following reasons:

'9.3.1 unavailability of the material or equipment due to conditions beyond the control of the Contractor

'9.3.2 inability of the supplier to meet Contract schedule; or

'9.3.3 technical and immaterial noncompliance to specifications.

Inclusion of a certain, make or type of materials or equipment by the Contractor shall not obligate the A-E or Owner to accept such material or equipment if it does not meet the requirements of the plans and specifications.

Substitutions not properly approved and authorized by the A-E and Owner may be considered defective work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and equipment.

'9.4 Recycled Content: KRS 45A.520 mandates that every state agency require a minimum recycled content for those materials it purchases. In accordance with 200 KAR 5:330, all listed products are to be offered by the awarded contractor ONLY as a recycled product. Except as provided in KRS 45A.510, construction related materials requiring a minimum recycled content include Building Insulation, Aluminum products, concrete, cement and steel products. For a complete listing of those items requiring minimum recycled content please refer to 200 KAR 5:330 <http://www.lrc.state.ky.us/kar/200/005/330.htm>

'10. Surveys, Permits, Fees, Notices, and Tests

'10.1 Owner-Furnished Surveys. The Owner shall furnish whatever surveys are specifically required by the Contract Documents. Approvals, assessments, easements for permanent structures or permanent changes in existing facilities, and utility tap-on fees shall be secured and paid for by the Owner, unless otherwise provided in the Contract Documents.

'10.1.1 Prior to start of Construction, the Owner will furnish all land and rights-of-way necessary for the carrying out and completion of the Work to be performed under this Contract, except as outlined in the Special Conditions should any conditions exist at the start of construction which does not make this possible at the start of construction.

'10.2 Permits. Building, sewer, and water permits and similar kinds of permits required by local ordinances shall be obtained by the General Contractor. Note: no building permit fee shall be charged to or paid by the Contractor as the Commonwealth is exempt from such charges levied by Local Government Jurisdictions. The Contractor shall procure and pay for any necessary licenses to do business in the locale of the Work.

'10.3 Notices. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

'10.4 Required Regulatory Tests and Inspections. Regulatory agencies of the State and Federal governments having jurisdiction may require any Work to be inspected, tested or approved. The Contractor shall assume full responsibility therefore, including related costs, unless otherwise noted, and shall furnish the A-E the required certifications of inspection, testing or approval.

'10.4.1 The Contractor shall pay the electrical inspection fees directly to the Commonwealth of Kentucky, Department for Housing and Building Construction. The Electrical subcontractor is responsible for the payment of this fee. The Electrical subcontractor is responsible for coordination of the required electrical inspections as required by the Department for Housing and Building Construction.

'10.5 Any delays by governmental agencies in obtaining Permits, Notices, Required Regulatory Tests and Inspections (10.2, 10.3, 10.4) and not the fault of one of the parties shall be shared by the Contractor and Owner with appropriate time extensions only. Liquidated damages and Contractor compensation for such delays or impact are not applicable and shall not be payable.

'10.6 Payment for Tests. Tests of materials, products and equipment in place, required by the A-E or the Owner, to prove quality standards shall be paid by the Contractor. Should results of testing indicate that construction is not in compliance with Contract Documents, the Contractor shall bear the cost of any additional tests of the materials, products or equipment.

'10.6.1 The Contractor shall give the A-E timely notice of readiness of the Work for all inspections, tests or approvals. This timely notice of readiness shall be no less than 72 hours except by prior agreement between the A-E and the Contractor.

'10.7 Local Building Permits and fees. The Commonwealth's Construction projects are exempt from Building Permit requirements of Local Governments. The Contractor is not obligated to obtain a local building permit or to pay a building permit fee. However, this exemption does not waive the requirement for fees to make connection to utilities owned by a local municipality, Local Health Department Fees, or other such requirements.

'11. Protection of Work, Property, Employees and Public

'11.1 Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Project. The Contractor shall be responsible for compliance with all State and Federal OSHA rules and regulations.

'11.2 Safety of Persons and Property. The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.

'11.2.1 The Contractor shall take all necessary precautions for the safety of his employees and the employees of his subcontractors on the Work site, 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.

'11.2.2 The Contractor shall provide and maintain a Work environment and procedures which will safeguard the public and State personnel and agents, property, material, supplies and equipment exposed to Contractor operations and activities; avoid interruptions of user agency operations; and avoid delays in Contract completion dates.

'11.2.2.1 Utilities which serve occupied building(s) shall not be interrupted unless absolutely necessary. When temporary utility interruptions are necessary, the Contractor shall provide the A-E and Owner a notice seven (7) calendar days prior to the temporary interruption. Where it is not practical to provide a seven (7) calendar day notice, the Contractor shall notify the A-E and Owner of the temporary interruption in advance and confirm the actual utility outage/ interruption a MINIMUM of seventy-two (72) hours ahead of the outage/ interruption.

'11.2.2.2 When utilities are accidentally interrupted that serve occupied building(s), the Contractor shall immediately notify the A-E, the Owner and the Building Operations Representative, and work consistently and persistently to restore the utilities immediately. The Contractor will be responsible for any costs or damages incurred by the Owner or adjacent property owners in the event of an accidental interruption.

'11.2.3 For the purposes of protecting the safety of persons and property, the Contractor shall provide appropriate safety barricades, signs and signal lights; Comply with any safety requirement published by any governmental authority with jurisdiction over the

site, including Federal, State or local jurisdictions; and ensure that any additional measures which are reasonably necessary for these purposes are taken.

'11.2.4 The Contractor shall designate a responsible member of his organization present on the Work site as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the A-E by the Contractor at the beginning of the project. Should the Contractor have reason to change the responsible member designated with this task, he shall immediately inform the A-E in writing.

'11.2.5 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 A-E or Owner, shall act at his discretion to prevent such threatened loss or injury. Immediately following the emergency, the Contractor shall file a written report to the A-E and Owner detailing the incident and the actions taken to mitigate the condition.

'11.2.6 If the A-E or the Owner becomes aware of any noncompliance by the Contractor with the safety conditions of this Contract or of any condition caused by the Contractor, which poses a serious or imminent danger to the health or safety of the public or to State personnel, they shall notify the Contractor orally, with written confirmation, and direct immediate initiation of corrective action.

'11.2.6.1 This provision of providing notice to Contractor for noncompliance with safety issues does not in any way relieve the Contractor from his responsibilities, either in part or in full, to provide adequate precautions to insure the safety of persons and property.

'11.2.6.2 This Notice, when given to the Contractor or his representative at the Work site, shall be deemed sufficient notice of noncompliance and that corrective action is required.

'11.2.6.3 After receiving the Notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the A-E may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

'11.2.6.3.1 The Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop Work order under this Article.

'11.3 Hazardous Materials. In the event the Contractor unexpectedly encounters on the site material reasonably believed to be asbestos, lead based paint, polychlorinated biphenyl (PCB) or other classified hazardous substances/materials which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and A-E in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, lead based paint, polychlorinated biphenyl (PCB), or other classified hazardous substances/materials which have not been rendered harmless. The Work in the affected area shall be resumed in the absence of any classified hazardous substances/materials or when it or they have been rendered harmless.

'11.3.1 The Contractor shall at all times safely guard the Owner's property and adjacent property from injury and/or loss resulting from the release of hazardous or toxic materials, or similar damage in connection with the Contract Documents or the performance of the Work hereunder. The Contractor shall replace or make good any damage, loss or injury caused as a result of failure to comply with Contract Documents.

'12. Inspection of Work / Defective or Incomplete Work / Special Inspections

The Owner, the A-E, Special Inspector Agency and their representatives 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. This access shall include access to approved Construction Documents and Submittals. The Contractor shall be given timely notification in order to arrange for proper inspection of any Work performed outside of the normal working day or week.

'12.1 If the specifications, the A-E's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the A-E timely notice of its readiness for inspection. Inspections by the A-E shall be made promptly, as defined by the Contract between the Owner and the A-E.

'12.2 In the event that the Contractor covers, conceals or obscures its Work in violation of the Contract or in violation of a directive from the Owner or the A-E, such Work shall be uncovered and displayed for the Owner's or A-E's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

'12.2.1 If any of the Work is covered, concealed or obscured in a manner not covered by the above paragraph, it shall, if directed by the Owner or the A-E be uncovered and displayed for the Owner's or A-E's inspection. If the uncovered Work conforms strictly to the Contract, the costs incurred by the Contractor to uncover and subsequently, replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

'12.3 The Contractor shall, at no cost in time or money to the Owner, correct Work rejected by the Owner or by the A-E as defective or failing to conform to the Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

'12.4 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming Work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Sum, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

'12.5 When Special Inspections are required by Section 1704 of the Kentucky Building Code for any portion of the work, the following provisions shall apply:

'12.5.1 Special Inspector Agency or Special Inspector: An independent agency/registered professional Contracted by the Owner, required by the Kentucky Building Code Chapter 17, and responsible for conducting special inspections and testing defined as such in the technical specifications for this project.

'12.5.1.1 The costs of the initial special inspections and testing shall be borne by the Owner by separate contract with the Special Inspection Firm.

'12.5.1.2 The costs of re-inspections and/or re-testing, should discrepancies be found, shall be paid by the Owner, but is recoverable by the Owner from the Contractor by a credit change order.

'12.5.1.3 The costs of re-scheduling inspections and/or testing, where the Contractor through his lack of reasonable control of scheduling causes the Special Inspector to spend time in preparation for an inspection and/or test that did not occur as scheduled, shall be paid by the Owner, but is recoverable by the Owner from the Contractor by a credit change order.

'12.5.2 Contract Document Compliance: Special Inspection and testing as defined in the technical specifications is for the purpose of verifying compliance with requirements specified or indicated. This does not relieve the Contractor of the responsibility for compliance with the Contract Document requirements.

'12.5.2.1 Should the Special Inspector identify through inspection and testing that a portion of the Work is not in compliance with the technical specifications, the Special inspector is to provide notice to the A-, Owner and Contractor concurrently that a deviation exists. The Special Inspection Firm does not possess the authority to modify the requirements of the technical specifications, but to inspect, test and notify of any non-compliance or deficiencies.

'12.5.2.2 When a non-compliance or deficiency exists as reported by the Special Inspection Firm, the A-E is to review the Special Inspection Report and, when necessary, issue a "Defective Work in Place Notice" to the contractor to require correction or modification.

'12.5.2.3 Should the Special Inspector consider that there are a potential issue with the requirements of the technical specifications due to discovered existing field conditions, the Special Inspector is to include such consideration in the Special Inspection Report for review and interpretation by the A-E. The decision of the A-E is final.

'12.5.3 Notify the Special Inspector: The Contractor shall be responsible for notifying the Special Inspector and/or Special Inspection Agency regarding individual inspections required by the Contract Documents and coordinating the schedule of inspections and testing with the Contractor's approved construction schedule. Adequate notice shall be provided so that the Special Inspector has time to become familiar with the project.

'12.5.4 Deficiencies: The Contractor shall be responsible to ensure that deficiencies are corrected and shall coordinate with the Special Inspector to ensure that the Special Inspector has observed the corrected deficiency prior to the work involved in the discrepancy being concealed or made inaccessible by subsequent work. Concealing or making inaccessible such deficiencies shall constitute another deficiency subject to removal to allow observation of the work involved in the initial discrepancy.

'12.5.5 Reporting Requirements: The Special Inspection Agency/ Special Inspector shall keep records of all inspections and testing, re-inspections and re-testing, and other related events. The Special Inspector shall furnish inspection and testing reports to the Owner, Contractor, and A-Eing concurrently and as construction progresses. Reports shall be submitted immediately following each site visit, inspection and when determinations of results of off-site testing are available.

'12.5.5.1 Reports shall include date of issue; project title and number; name/ address/ telephone number of testing agency; dates and locations of samples and tests or inspections; names of individuals making tests and inspections; description of the work being tested or inspected; test and inspection method; specification section related to work; complete test or inspection data; test and inspection results; interpretation of results; all non-conforming items/ discrepancies observed and corrective actions implemented by the Contractor; re-testing and re-inspection

performed; ambient conditions at time of sampling, testing or inspection; comments or professional opinion on whether tested or inspected work complies with the Contract Documents and name/ signature of inspector with registration number.

'12.5.6 Notification of non-conforming or deficiency of the Work: The Special Inspection Firm/ Special Inspector shall immediately bring non-conforming or discrepancy work to the attention of the Owner, A-E and Contractor. The A-E shall make a determination as to the need for correction.

'12.5.6.1 If non-conforming or deficiency work is not corrected in a timely manner or are about to be incorporated into the Work, the Special Inspector shall bring the non-conforming or discrepancy work to the immediate attention of the Authority Having Jurisdiction, Owner, Contractor, and the A-E, and that item shall be highlighted in the Special Inspector's written report.

'12.5.6.2 Defective Work in Place Notice: The A-E is to review the Special Inspector's report and when necessary shall issue a "Defective Work in Place Notice" and issue it through the Document Collaboration System. The Special Inspector shall cause the Notice to be posted at the Project Site regarding the noted discrepancies and which shall contain, at a minimum, the following information about the non-conforming item: 1) Description and exact location; 2) Reference to applicable detail of the approved Construction Documents (Drawings and Specifications); 3) name and title of each individual notified and method of notification; and, 4) Resolution or corrective action taken or to be taken.

'13. 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.

'14. Changes in the Work/ Change Orders

'14.1 Change Orders. One or more changes to the Work within the general scope of the Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, (including additions, reductions, deletions, other revisions), and same shall be accomplished in strict accordance with the following:

'14.1.1 Change Order means a written order to the Contractor executed by the Owner and the A-E after execution of the Contract, directing a change in the Work and may include a change in the Contract Price, or the Contract Time, or any combination thereof. There shall be no authorized changes in the Work which affect either Contract Price or Contract Time without a fully executed Change Order.

'14.1.1.1 In specific instances where the progress of the Work would be negatively affected by a delay in the Work while a fully executed Change Order is being processed.. Upon approval by the Associate Director of the Division of Engineering, and with an agreed to Contract Sum/Contract Time adjustment, the A-E may issue a written authorization to proceed with the proposed change (with the change in Contract Sum/ Contract Time clearly indicated) prior to the issuance and execution of the formal Change Order. Following this written authorization to proceed with the proposed change, the A-E will prepare and process for execution the required Change Order.

'14.1.1.2 In these specific instances where a written authorization to proceed is provided prior to execution of the required Change Order, the action of the Contractor to proceed with the authorized work shall be deemed as agreement to the change for the Amount and Time extension indicated in the written notice to proceed with the change.

'14.1.2 Any change in the Contract Sum or Contract Time resulting from a Change Order shall be determined by one of the following methods:

(1) **by mutual agreement of a lump sum amount** and/or Time adjustment between the Owner and the Contractor as evidenced by (a) the Change in the Contract Sum or Contract Time being set forth in the Change Order, (b) such change in the Contract Sum or Contract Time, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order;

(2) **by unit prices stated in the Contract Documents** or subsequently agreed upon by the Owner and the Contractor

(3) **on a time and materials basis with a not to exceed price limitation**, when the scope of the Work is not readily determined prior to the execution of the Work. Prior to the use of a time and materials basis, approval of the Associate Director of the Division of Engineering is required. Additionally, the Contractor must provide detailed labor and materials documentation of the Work once performed for the reconciliation of the time and materials basis cost of the work. The A-E shall monitor the Work performed by this basis during the execution of the work; or

(4) **If no mutual agreement occurs** between the Owner and the Contractor, the Change in the Contract Sum, if any, shall be derived by determining the reasonable actual costs or savings achieved resulting from revisions in the Work. This determination shall be made by the A-E, who has the responsibility of interpretation of the Contract Documents.

'14.1.2(4).1 When a determination by the A-E is required for a Change Order due to no mutual agreement being reached between the Owner and the Contractor, the provisions of paragraph '14.1.3 and '14.1.4 shall apply. Additionally, the Contractor shall not refuse to perform the Work indicated by the Change Order and shall execute the Work in a timely manner, even if the Contractor intends to protest the determination as provided in paragraph '3.4

'14.1.3 Items (1), (3), and (4) above shall include a component for all overhead, profit, indirect costs or other items not to exceed fifteen percent (15%). Any such costs or savings shall be documented in the format and with such content and detail as the Owner or the A-E requires. The Contractor shall only receive one fifteen percent (15%) for the "jobsite overhead and profit" component whether such work be done by the Contractor or by his Subcontractor.

'14.1.3.1 Contractor's Overhead and Profit percentages shall be considered to include bonds and insurance, field and office supervisors and assistants (including Project Manager(s), Job Site Superintendent(s), Project Engineers and assistants, and Crew Foremen), Job Office and storage Trailers, sanitary facilities, communications (telephone and internet), temporary utilities, temporary facilities, testing, security, use of small tools, incidental job burdens, and general home office expenses and no separate allowance shall be made therefore.

'14.1.3.2 Assistants to field and office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not

necessarily limited to, office equipment and supplies, and conformance to OSHA requirements and no separate allowance shall be made therefore.

'14.1.3.3 Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

'14.1.4 For all charges relating to any Change Order, whether determined under subparagraph (2), (3) or (4) above, the following provisions shall apply:

(1) **The Contractor shall keep and present in such form as the A-E may direct**, a correct account of all items in such form comprising the net cost of such Work, together with vouchers.

(2) **The determination of the A-E shall be final (except as provided in paragraph '3.4)** upon all questions of the amount and cost of Changes in the Work, and it shall include in such cost, the cost to the Contractor of all materials used, of all labor, common and skilled, or foremen, trucks and teams, and the fair rental of all machinery used and for the period of such use.

(3) **If said Work requires the use of machinery not already upon the work or to be otherwise used upon the Work**, then the cost of transportation of such machinery to and from the Work shall be added to the fair rental, but said transportation shall not cover a distance exceeding one hundred (100) miles.

(4) **The A-E shall not include in the net cost** of Work any cost or rental or small tools, or any portion of time of the Contractor or his Superintendent, or any allowance for the use of capital, or any additional bond premium, insurance cost applicable to the Work or any actual or anticipated profit, or any job or office overhead not previously mentioned, these items being considered as being covered by the added fifteen (15%) percent for the jobsite overhead and profit component.

(5) **In all cases where Changes in the Work are covered by unit prices set forth in the Contract**, the value of such Work shall be determined only upon the basis of such unit prices.

(6) **Pending final determination of value**, payments on Changes in Work shall be made only upon the estimate of the A-E.

'14.1.5 If the Contractor claims that any instructions by the A-E involve additional cost and/or time extension, he shall give the A-E written notice thereof **within a reasonable time after the receipt of such instructions and before proceeding to execute the change in Work.**

'14.1.6 No work related to a Change Order shall be undertaken without a fully executed Change Order. However, should the Owner and Contractor agree that time is of the essence for the execution of said work, the Owner will issue through the A-E in writing a notice to proceed with the said work prior to the full execution of the Change Order. This notice is to be upon acceptance by the Associate Director of the Division of Engineering. This notice to proceed with said work will include an acceptance of the proposed pricing of the work or will indicate that the pricing of the work is still being negotiated.

'14.1.7 If the Owner and Contractor cannot agree on the effect of an ordered change on the adjustment to the Contract Sum or Contract Time, this matter may also be referred to the A-E for determination.

'14.1.7.1 If the Owner and/or Contractor do not agree with the A-E's determination regarding the valuation of a change, the related adjustment to the Contract Sum or to the Contract Time, the matter shall be subject to the disputes procedure set out in Article 3.4 and Article 26.

'14.1.8 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the resulting Contract as thus amended, the Contract Sum and the Contract Time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

'14.1.9 The Contractor shall notify and obtain the consent and approval of the Contractor's Payment and Performance Bond sureties with reference to all Change Orders if such notice, consent or approval are required by the Owner, the A-E, the Contractor's sureties or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the sureties have been notified of, and consent to, such Change Order and the sureties shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

'14.2 Cash Allowance: It is understood that the Contractor has included in the Contract Price all allowances (see Article '30 for more information) so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to A-E and the Owner. The Contractor agrees that:

'14.2.1 The allowances include the cost to Contractor (less any applicable trade in counts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

'14.2.2 The Contractor's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid; and

'14.2.3 Prior to final payment of the full amount of the allowance (on the schedule of values), an appropriate Change Order will be issued as recommended by A-E reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

'14.3 Minor Changes. The A-E may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a Field Order issued by the A-E to the Contractor and Owner concurrently, which shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

'14.3.1 However, if the Contractor claims that a Field Order involves additional cost or a delay to completion of the Work, he shall give the A-E written notice thereof within a reasonable time after receipt of the Field Order. Otherwise, he shall be deemed to have waived any right to claim an adjustment to the Contract Sum or to the Contract Time.

'15 Project Records

'15.1 All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any Subcontractor of the Contractor, shall be made available to the Owner or the A-E for inspection and copying upon written request by the Owner.

Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records.

Said records include, but are not limited to all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction.

Said records expressly include those documents reflecting the cost of construction to the Contractor.

'15.2 The Contractor shall maintain and protect these documents for no less than ten (10) years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

'16. Delays and Extensions of Time

'16.1 It is agreed that time is of the essence for each and every portion of the resulting 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 the 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:

- (1) any preference, priority, or allocation order duly issued by the government;
- (2) 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; or
- (3) any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (1) and (2) of this Article.

16.1.1 Delay that is NOT caused by the Owner or Contractor, that delays the critical path of the project schedule, may result in extension of Contract Time but not an increase in Contract Sum. Such delay includes: Acts of God; Labor disputes/ Strikes; Freight embargoes; Fire (when not attributable to act of Contractor); Unusual delays in deliveries (when not attributable to act of Contractor); Health epidemics that affect Contractor forces; and, Other causes beyond the control of the Contractor or Owner. Note: an increase of time caused by a delay that is NOT caused by the Owner or Contractor, does not constitute reason for an increase in Contract Sum.

'16.1.1.1 The Contractor shall, within fifteen (15) calendar days of the occurrence of the event that caused a delay not caused by the Owner or Contractor, notify the A-E and Owner in writing. The A-E 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. Such a claim shall not result in an increase in Contract Sum.

'16.1.1.1.1 Should the Contractor NOT provide written notification to the A-E and Owner within the prescribed period of time indicated above, the Contractor, by his failure to properly notify, forfeits the right to seek a Contract Time Extension for said occurrence.

'16.1.1.2 Should the Owner determine that it is in the Owner's best interest to avoid an extension of Contract time due to a delay not caused by the Owner or Contractor, the Owner, through the A-E, may request the Contractor to provide a plan of action to mitigate the delay through changes in the sequence of operations or through an extended workday for specific trades that will mitigate the delay. In such instances, the Owner may elect to pay the Contractor reasonable and justified additional costs required to mitigate the delay in lieu of a contract time extension. This additional costs shall be limited to the overtime premium of the extended workday for specific trades or shall be limited to actual and proven costs of a change in sequence of operations.

16.1.2 Delay due to adverse weather conditions: The Contractor shall have incorporated into the Project Schedule at the time of execution of the Contract for Construction all anticipated delay caused by normally occurring adverse weather. Adverse weather is that which normally occurring (as defined as the average of the preceding ten (10) years) according to the records of the National Oceanic Atmospheric Administration (NOAA).

'16.1.2.1 When adverse weather exceeds that which is normally expected, as defined above, and the Contractor is making a claim for delay due to adverse weather, the Contractor shall submit to the A-E and Owner the following at the Project Progress Meeting immediately following the month in which the excessive adverse weather occurred:

- 1) Current weather data from NOAA for the project site which documents and proves that the adverse weather occurred at the project site on days in which work was scheduled to occur.
- 2) Historical weather data from NOAA for the project site which documents and proves that the adverse weather that occurred at the project site was more than anticipated.
- 3) Contractor's daily field reports showing that the adverse weather that was experienced at the project site caused delay in the work that was scheduled to be performed on during the period in which adverse weather was experienced.
- 4) Contractor's written detailed explanation of the delay in the work and how it was caused by the abnormal adverse weather that was experienced at the project site and was beyond the ability of the Contractor to control or mitigate the delay for each occurrence.

'16.1.2.1.1 Should the Contractor NOT provide the information indicated above to the A-E and Owner, within the prescribed period of time indicated above, the Contractor, by his failure to properly notify, forfeits the right to seek a Contract Time Extension for said occurrence.

'16.1.2.1.2 When the Contractor is behind the critical path of the schedule, it shall be the determination of the A-E as to whether the Contractor should be eligible for a time extension due to adverse weather delay. In making this determination, the A-E shall determine and conclude that the Contractor would have been delayed by adverse weather had the Contractor been on schedule of the critical path before determining that the Contractor is eligible for a time extension due to adverse weather delay. The Contractor shall provide evidence to the A-E for the A-E's use in making such determination.

'16.1.2.2 When adverse weather is significantly less than that which is normally expected, as defined above, the A-E will prepare for the Owner, at its request, a claim for a reduction in Contract Time by providing current and historical weather data from NOAA for the project site which documents and proves that the adverse weather was less than anticipated at the Project Progress Meeting immediately following the month in which the adverse weather that occurred was significantly less than anticipated. The number of days in the claim shall be added to the project float and is made available to the Contractor and/or Owner to mitigate other types of delay in the project completion. Generally, a reduction of time caused by less than anticipated adverse weather does not constitute reason for a decrease in Contract Sum.

16.1.2.3 When the A-E determines that adverse weather has delayed the project and that the claim of the Contractor for delay due to adverse weather is justified, the Contractor will provide an accounting of float held in the project (see Article 16.2.1.4.1) that may be applied to the weather delay. Should the amount of weather delay exceed the available amount of float held on the project, the A-E will issue a Change Order extending the Contract Time by the number of days in which the Contractor was actually delayed due to adverse weather. Generally, an extension of time for delays caused by adverse weather does not constitute reason for an increase in Contract Sum.

'16.1.2.3.1 Should the Owner determine that it is in the Owner's best interest to avoid an extension of Contract time due to a delay caused by adverse weather, the Owner, through the A-E, may request the Contractor to provide a plan of action to mitigate the delay through changes in the sequence of operations or through an extended workday for specific trades that will mitigate the delay. In such instances, the Owner may elect to pay the Contractor reasonable and justified additional costs required to mitigate the delay in lieu of a contract time extension. This additional costs shall be limited to the overtime premium of the extended workday for specific trades or shall be limited to actual and proven costs of a change in sequence of operations.

'16.2.1 Delay that is caused by the Owner, that delays the critical path of the project schedule, may result in extension of Contract Time and may result in an increase in Contract Sum. Generally, delays of this type which do not delay the critical path of the project schedule shall not result in extension of Contract Time nor result in an increase in Contract Sum.

'16.2.1.1 The Contractor shall, within seven (7) calendar days of the occurrence of the event, notify the A-E in writing. The A-E 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.

'16.2.1.1.1 Should the Contractor NOT provide the information indicated above to the A-E and Owner, within the prescribed period of time indicated above, the Contractor, by his failure to properly notify, forfeits the right to seek a Contract Time Extension for said occurrence.

'16.2.1.2 An extension of time shall not be construed as cause for extra compensation under the Contract. Extensions of time relating to concealed conditions as defined in Article 26 shall be governed by the provisions of that Article.

'16.2.1.3 Should the Contractor claim that an extension of time is cause for extra compensation under the Contract, he shall make such claim in writing to the A-E within fifteen (15) calendar days of the occurrence of the event. This claim shall be in sufficient detail to support the Contractor's claim. In instances where the final determination of the costs associated with such delay is not readily calculable, the Contractor shall provide an ESTIMATED cost of the delay per day of delay. If this estimated cost of delay per day is

accepted by the Owner, the actual amount compensable by the delay will be based on this estimate.

16.2.1.3.1 A Contractor's claim for extra compensation under the Contract may include: Job Office expenses (for a delay in access of sixteen (16) calendar days in any given month / each month considered separately), extended equipment-left-idle costs (rented or owned), increased labor and material costs (for extended delays), loss of efficiency (for extended delays), increased insurance premiums, excess storage costs, etc.

16.2.1.3.2 A Contractor's claim for extra compensation under the Contract shall not include: home office costs, equipment-not-left-idle costs (rented or owned), increased labor or material costs (for short delays), job site forces costs, loss of efficiency (for short delays), etc.

16.2.1.4 When the Contractor experiences a delay caused by the Owner, the Contractor shall work to mitigate the delay to be best of his ability and to make a claim for the delay must prove that he mitigated the delay to the greatest extent possible.

16.2.1.4.1 Since the Owner and Contractor share as a commodity, all float (including Total Float, Free Float and Sequestered Float) (See Article '4.2), this float is available to the Owner to mitigate the effect of events that may delay performance or completion of all or part of the Work that has been caused by the Owner.

16.2.1.5 When the Contractor experiences a delay caused by the Owner, the delay must result in a delay to the critical path of the project schedule which is not readily recoverable by the Contractor without actual damage. In making a claim for the delay the Contractor must prove that the delay was a delay to the critical path of the project schedule and that he was not readily able to recover without actual damage.

16.2.1.6 When the Contractor experiences a delay caused by the Owner, the Contractor may not be entitled to a claim for the delay if a concurrent delay is present that is caused by the actions or inaction of the Contractor. When a concurrent Contractor caused delay exists, both delays shall be reviewed together and the Contractor is only eligible to make a claim for a delay caused by the Owner that extends beyond the concurrent delay caused by the Contractor.

16.2.1.7 When there is a delay caused by the Contractor that is concurrent with a delay caused by the Owner, there may be an extension of Contract Time, if found warranted, but no compensation to the Contractor will be made.

16.2.1.8 When the Contractor is behind the accepted Project Schedule (related to the Critical Path), and there occurs a delay caused by the Owner (that would have affected the Critical Path had the Contractor been on schedule), no time extension or compensation will be due the Contractor during the period of time that he is behind schedule.

16.2.1.9 When the Contractor fails to plan his work in a manner than permits him to ask questions of the A-E/Owner reasonable ahead of the time he requires to the answer to avoid a delay caused by the Owner, the delay will be a considered a concurrent delay and while an extension of time may be found as reasonable to grant the Contractor, no compensation for the delay will be provided. This situation is considered a concurrent delay since the Contractor participated in creation of the delay by his failure to plan the work adequately to avoid or reduce the delay.

'17 Subcontractors

'17.1 Contractor Fully Responsible for Subcontractors. The Contractor is fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons and entities either directly or indirectly employed by them. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and a Subcontractor.

'17.1.1 The Contractor has the contractual obligation to adjust differences between his several Subcontractors. Attempts to have the A-E and/or Owner settle disputes between the Contractor and his Subcontractors or between Subcontractors will not be given consideration.

'17.1.2 The Contractor shall not submit any claim from a Subcontractor to the A-E and/or Owner. Should the Contractor receive a claim from a Subcontractor, it is his obligation to satisfy the claim with his subcontractor. Should the Contractor determine that a claim from a Subcontractor is valid and should be considered by the A-E and/or Owner, the Contractor shall make the claim as himself with the subcontractor's claim as supporting documentation. The Contractor shall also provide documentation and reason for supporting the claim to the A-E and/or Owner.

'17.1.2.1 The A-E and/or Owner have no responsibility or obligation to meet with a subcontractor to resolve a dispute or claim. Should the Contractor desire to have a subcontractor accompany the Contract in a meeting to resolve a dispute or claim, a request shall be made prior to the meeting requesting the Owner's acceptance of such accompaniment. Granting of this acceptance shall be solely at the discretion of the Owner and does not establish any contractual relationship of the Owner with the subcontractor in any respects.

'17.1.3 The Contractor is responsible for the performance of his several subcontractors including, but not necessarily limited to: any delay in completion of the work of a subcontractor; sequencing of work among his several subcontractors; covering up of work requiring inspection or observation; and/or the quality of workmanship in completing the Work.

'17.1.4 The Contractor shall not submit to the A-E and/or Owner any document, submittal, manual, or price proposal directly from his several Subcontractors without first having reviewed such and determined that it is reasonable, complete, and compliant with the Contract Documents.

'17.2 Flow-down Requirement. By contract, the Contractor shall require each Subcontractor:

(1) to be bound to the Contractor by the terms of the Contract Documents insofar as they apply to the Work to be performed by the Subcontractor; and

(2) to assume toward the Contractor all the obligations which the Contractor, by the Contract Documents, assumes toward the Owner.

'17.3 Contracts with Subcontractors. The Contractor shall contract with those Subcontractors listed in the Contractors Bid Response and deemed acceptable by the Owner in accordance with the procedure outlined in the Instruction to Bidders. All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein.

'17.4 Substitution of Subcontractors. The Contractor shall not contract with any substitute Subcontractor or change a Subcontractor without providing timely written notice of the

proposed substitution to the A-E and Owner. The substitution shall not be made if the A-E and Owner object in writing to such change.

17.4.1 Release required of original Subcontractor. When the Contractor finds it necessary to propose a substitute Subcontractor or change a Subcontractor he shall provide to the Owner a written release from the Subcontractor being substituted or changed indicating that they are not able, or not willing to, provide the work in which they were originally contracted to provide.

17.4.1.1 This written release shall be on the official letterhead of the Subcontractor, when obtainable, stating that the Subcontractor is agreeable to being substituted on the project and that the Subcontractor waives all current and future claims resultant from the substitution.

17.4.1.2 When the Contractor cannot obtain the release required of original Subcontractor he shall provide in written form a statement, on the letterhead of the Contractor with proof that the Contractor has attempted to obtain such a release, that the Subcontractor is non-responsive in not only providing the release but is also non-responsive in providing the work being subcontracted, and that the Contractor fully accepts any future liability from the original subcontractor making a claim related to being substituted.

17.4.1.3 Prior to the substitution being made, the Contractor shall obtain written approval from the Purchasing Officer indicating that the Commonwealth has reviewed the documents provided as indicated above and has concluded that it is in the best interests of the Commonwealth that such a substitution is accepted.

'18. Payment

The Owner shall make payments, less held retainage (defined in paragraph 18.5), to the Contractor on the amount of the Work performed or materials furnished for the Work in accordance with the following procedures:

'18.1 Schedule of Values. At the same time it submits a construction schedule, within fifteen (15) days of the Date of Commencement, as provided in Article 4, the Contractor shall submit a Schedule of Values apportioning the Contract Sum among the different elements of the Project for purposes of periodic and final payment, prepared in such form and supported by such data to substantiate its accuracy as the A-E may require. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. Upon written approval by the A-E and the Owner, the Schedule of Values and construction schedule shall become the basis for the Contractor's Payment Requests during construction.

'18.2 Application for Progress Payment. Not more often than once a month (except as provided in paragraph 3.8), the Contractor shall submit to the A-E a signed application for payment (sometimes referred to as Payment Request), for the Work completed as of the date of the application and accompanied by such data and schedules as the A-E may reasonably require.

'18.2.1 Therein, the Contractor may request payment less held retainage, of that part of the Contract Sum allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Project.

'18.2.2 If payment is requested on the basis of materials and equipment not incorporated in the Project, but delivered and suitably stored at the Project site or at another location agreed to in writing by the Owner, the application for payments shall also

be accompanied by such data, satisfactory to Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including written documentation of full insurance against loss or damage and the bonding of the storage sites. Storage sites must be bonded.

'18.2.3 Each subsequent application for payment shall include an affidavit of the Contractor stating 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.

'18.2.4 Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of Work has reach the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

'18.3 Approval of Payments. The A-E shall review the application for payment and shall review the work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the application for payment and is as required by this Contract.

'18.3.1 The A-E shall, within ten (10) business days after receipt of each application for payment, approve in writing the amount which, in the opinion of the A-E, is properly owing to the Contractor.

'18.3.1.1 When there is reasonable justification that causes the A-E to be unable to perform this review, approval and submission of his recommendation to the Owner within the time prescribed in paragraph 18.3.1 above, the A-E will notify the Contractor in writing as to the justification and as to the time that will be required for this review, approval and submission of his recommendation to the Owner.

'18.3.2 The Owner shall make payment to the Contractor within twenty (20) business days following the A-E's written approval of each application for payment. A reasonable delay on the part of the Owner in making payment to the Contractor for any given payment shall not be a breach of contract.

'18.3.2.1 When there is reasonable justification that causes the Owner to be unable to make payment within the time prescribed in paragraph 18.3.2 above, the Owner will notify the Contractor in writing as to the justification as to why this payment cannot be made.

'18.3.2.2 The Owner will not be required to make payment to the Contractor within the time prescribed in paragraph 18.3.2 above, when the Owner has justification for the holding of this payment such as when the Owner's payment is conditional on submission of required documents from the Contractor.

'18.3.3 The amount of each such payment shall be the amount approved for payment by the A-E less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The A-E's approval of the Contractor's application for payment shall not preclude the Owner from the exercise of any of its rights as set forth herein. The Contractor warrants and represents that, upon payment of the application for payment, title to all Work included in such payment shall be vested in the Owner.

'18.4 Contractor's Warranty of Title. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any application for payment, whether incorporated

in the project or not, will pass to Owner at the time of payment free and clear of all encumbrance.

'18.5 Held Retainage/ Retainage Reduction. Until fifty percent (50%) of the construction work has been completed in accordance with the contract, the Owner may withhold no more than ten percent (10%) retainage from the amount of any undisputed payment due, and retainage held after fifty-one percent (51%) of the construction project has been completed shall not be more than five percent (5%) of the total Contract Sum.

'18.5.1 Subsequently, the Contractor shall withhold no more than ten percent (10%) retainage from the amount of any undisputed payment due to a subcontractor, and retainage held after fifty-one percent (51%) of the construction project has been completed shall not be more than five percent (5%) of the total amount contracted with a subcontractor.

'18.6 Completion, Acceptance and Final Payment. Upon certification by the A-E of Substantial Completion of the Work, the Contractor shall continue to make normal pay requests as defined within this document.

'18.6.1 Within thirty (30) calendar days after substantial completion or within twenty (20) calendar days after receipt of the A-E's recommendation for payment (whichever comes last), the Owner shall release the retainage less an amount equal to two hundred percent (200%) of the Owner's reasonably estimated cost of the balance of any contractor's contractually obligated, yet uncompleted, work remaining plus the following:

'18.6.1.1 Should the Contractor not fulfill the requirements for Substantial Completion by the date established by the Contract Documents for Substantial Completion, the Owner may withhold an additional amount of retainage to cover the anticipated application of "Liquidated Damages" or "Damages for Untimely Performance".

'18.6.2 Final payment shall be made by the Owner to the Contractor when the Contract has been fully performed by the Contractor in accordance with the Contract Documents and a final Certificate of Payment is submitted by the A-E to the Owner. Such final payment shall be made by the Owner not more than twenty (20) calendar days after the submittal by the A-E of the final Certificate of Payment, except:

'18.6.2.1 when the Owner is anticipating applying "Liquidated Damages" or "Damages for Untimely Performance", the amount of this anticipated application of damages may be withheld from Final Payment until such damages are resolved between the Owner and the Contractor.

'18.6.3 The Contractor shall submit with the application for final payment an affidavit that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, along with such supporting evidence of payment as the A-E requires. Final payment is conditioned on satisfactory compliance with this requirement.

'18.7 Waiver of Claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

'18.7.1 unsettled liens;

'18.7.2 faulty or defective Work appearing after Substantial Completion;

'18.7.3 failure of the Work to comply with the requirements of the Contract Documents; or

'18.7.4 terms of any special warranties required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

'18.8 Contractor's Payment to Subcontractors. Within fourteen (14) calendar days of when payment is received from the Owner, the Contractor shall pay all Subcontractors, materialmen, laborers and suppliers the amounts they are due for the Work covered by such payment.

'18.8.1 In the event the Owner becomes informed that the Contractor has not paid a Subcontractor, material-man, laborer, or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such Subcontractor, material-man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

'18.8.2 The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payment to his subcontractors in similar manner.

'18.8.3 The A-E or Owner 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 A-E.

'18.8.4 Neither the Owner nor the A-E shall have any obligation to make payment to any Subcontractor except as may otherwise be required by law.

'18.9 Owner's Rights Relating to Payments. Neither payment to the Contractor, utilization of the project for any purpose by the Owner, nor any act or omission by the Owner shall be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

'18.9.1 The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

'18.9.1.1 The quality of a portion, or all, of the Contractor's Work not being in accordance with the requirements of this Contract;

'18.9.1.2 The quantity of the Contractor's Work not being as represented in the Contractor's Payment Request, or otherwise;

'18.9.1.3 The Contractor's rate of progress being such that, in the Owner's opinion, substantial or final completion, or both, may be inexcusably delayed;

'18.9.1.4 Claims made, or likely to be made, against the Owner;

'18.9.1.5 Loss caused by the Contractor;

'18.9.1.6 The Contractor's failure or refusal to perform any of its obligations to the Owner under this Contract.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Paragraph, the Contractor must promptly comply with such demand.

'19. Completion

'19.1 Commencement and Completion of Work. The Contractor shall begin the Work on the Date of Commencement as specified in the Contract issued by the Owner.

'19.1.1 The Contractor is expected to mobilize on site and begin work no later than fifteen (15) calendar days after the Date of Commencement, unless he has notified the A-E and Owner in writing of acceptable reasons why it is not in the best interest of the Commonwealth and the Project that he will not mobilize by that date.

'19.1.2 The Contractor shall diligently and expeditiously continue the performance of the Contract continuously to and until Substantial Completion and Final Completion of the Project. All time limits stated in the Contract Documents are the essence of the Contract.

'19.1.3 The Contractor shall accomplish the Work in accordance with the construction schedule (as provided in Article 4) so as to achieve Substantial Completion and Final Completion dates as defined in the Contract Documents.

'19.2 Date for Commencement of Commissioning. Commissioning of specified building systems shall be scheduled to allow for the completion of the commissioning process by the Date of Substantial Completion. The Contractor shall work to complete the initial installation and startup of equipment involved in these building systems early enough in the project that the complete and properly conducted commissioning process can be completed including any corrective work and verification identified by the commissioning process. (See the associated sections of the technical specifications for the commissioning requirements and procedures for each building system which is to be commissioned).

'19.3 Date for Commencement of Testing and Balancing. Testing and Balancing of HVAC systems shall be scheduled to allow for the completion of the Testing and Balancing process by the Date of Substantial Completion. The Contractor shall work to complete the initial installation and startup of HVAC equipment early enough in the project that the complete and properly conducted testing and balancing process can be completed including any corrective work and verification identified by the testing and balancing process.

'19.4 Substantial Completion of the Work. The Substantial Completion Date shall be that date certified by the A-E, in consultation with the Owner, in accordance with the following procedures.

'19.4.1 "Substantial Completion" or "Substantially Complete" means the point in time when:

'19.4.1.1 The progress of the Work, or designated portion of the Work (as agreed in writing advance by the Owner, A-E and Contractor), is fully complete and functional in accordance with the requirements of the Contract Documents such that only items listed in the Punch list remain and the Work, or designated portion thereof, is ready to be occupied and/or utilized for its intended purpose;

'19.4.1.2 The applicable Governmental Authorities have issued a certificate of occupancy (or where Substantial Completion only applies to a designated portion of the Work, a temporary certificate of occupancy) and/or any other applicable approvals, licenses, certifications or other written evidence from the applicable Governmental Authority that said Work, or designated portion of the Work, has been completed to such authority's satisfaction and is ready to be occupied and/or used for its intended purpose.

'19.4.1.2.1 Where the project requires specialized Governmental Authorities to inspect and accept the construction (i.e. Office of Inspector General, Federal Agencies, etc.) a determination is to be made in the 'Special Conditions' of this Contract as to the timing of these

inspections or acceptances and how they affect the Date of Substantial Completion, Date of Final Completion or an Extended Date for Compliance for that specific inspection or acceptance requirement.

'19.4.1.3 The A-E has issued an Owner approved certificate of Substantial Completion for the Work, or designated portion of the Work, in accordance with the terms of the Contract Documents;

'19.4.1.4 Operations and Maintenance Manuals, have been received for review by the A-E and the A-E has determined that the Operations and Maintenance Manuals are complete.

'19.4.1.4.1 Note that the Contractor shall submit Operations and Maintenance Manuals prior to the anticipated Date of Substantial Completion in order to allow the A-E reasonable time to review and approve or reject the submittal.

'19.4.1.4.2 The A-E shall review and approve or reject the Operations and Maintenance Manuals within fourteen (14) calendar days of receipt from the Contractor. The Date of Substantial Completion shall not be earlier than the date of approval of the Operations and Maintenance Manuals by the A-E.

'19.4.1.5 Warranty Samples, have been reviewed and approved by the A-E.

'19.4.1.5.1 Note that the Contractor shall submit samples of each required Warranty prior to the anticipated Date of Substantial Completion in order to allow the A-E reasonable time to review and approve or reject the submittal.

'19.4.1.5.2 The A-E shall review and approve or reject the sample Warranties within fourteen (14) calendar days of receipt from the Contractor. The Date of Substantial Completion shall not be earlier than the date of approval of the samples of Warranties by the A-E.

'19.4.1.6 With respect to all of the Project's building systems, including, without limitation, all systems being Commissioned, the Work, or designated portion of the Work (as agreed in writing in advance by the Owner, A-E and Contractor), is fully commissioned, balanced, tested and operational in compliance with the Contract Documents and applicable Laws ("Systems Commissioning"); The Date of Substantial Completion shall not be earlier than the date in which Systems Commissioning is completed.

'19.4.1.7 All required initial and follow-up orientation and training has been accomplished in accordance with the requirements of the Contract Documents ("Systems Training"). The Date of Substantial Completion shall be no earlier than the date in which the final training session has been satisfactorily completed.

'19.4.1.8 The Contractor shall have advised the Owner of insurance requirements including a list of all fixed and non-fixed equipment provided under the Work including replacement values for each item of equipment.

'19.4.2 When the Contractor determines that Substantial Completion has been achieved, the Contractor shall notify the Owner and the A-E in writing. The notification shall be accompanied by a Contractor prepared list of those items of Work still to be completed or corrected. The failure of the Contractor to include any item or items on such list not completed or needing correction shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

'19.4.3 The A-E shall, within a reasonable time after receipt of notification from the Contractor of Substantial Completion, make such inspection, with consultation of the Owner, to confirm that the Work has achieved Substantial Completion. If the Contractor's notification is not accompanied by the list provided in paragraph '19.2.1, the A-E and Owner may elect to postpone this inspection until receipt of the list proscribed.

'19.4.4 Upon its confirmation that the Contractor's work is substantially complete, the A-E shall prepare a Certificate of Substantial Completion which shall establish the Substantial Completion Date and the responsibilities between the Owner and Contractor for security, maintenance, heat, utilities and insurance, if not otherwise provided for in the Contract Documents, and a tentative list of items to be completed or corrected, within thirty (30) calendar days from the Substantial Completion Date. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in the certificate.

'19.4.4.1 Should the A-E confirm that the Work has achieved Substantial Completion on the date of his inspection, the A-E shall derive that the Contractor was Substantially Complete on the date of receipt of the notification from the Contractor indicated above.

'19.4.4.2 When the Owner accepts Substantial Completion and occupies a building, all operations, maintenance, utilities and insurance become the responsibility of the Owner, except those items specifically identified in the Certificate of Substantial Completion as remaining to be completed by the Contractor.

'19.4.4.3 If, after making the inspection, the A-E fails to find that the Contractor's Work has achieved Substantial Completion, he will notify the Contractor in writing, giving the reasons therefore.

'19.4.4.4 If the A-E through its inspection fails to find that the Contractor's Work has not achieved Substantial Completion and is required to repeat all, or any portion, of its inspection, the Contractor shall bear the cost of such repeat inspections which cost may be deducted by the Owner from any payment then or thereafter due the Contractor. This deduction by the Owner from any payment for this reason will be by a credit to the Contract Sum by Change Order.

'19.5 Final Completion of the Work. The A-E, upon receipt of written notice from the Contractor that the Work is finally complete and is ready for final inspection and acceptance, will promptly make such inspection and when he finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, he will so notify the Contractor in writing, and the Contractor shall promptly issue a final Certificate of Payment to the Owner.

'19.5.1 "Final Completion or "Finally Complete" means the point in time when:

'19.5.1.1 The progress of the Work, is fully complete and functional in accordance with the requirements of the Contract Documents such that no items listed in the Punch list remain uncorrected;

'19.5.1.2 The applicable Governmental Authorities have issued a final certificate of occupancy;

'19.5.1.3 The A-E has issued an Owner approved certificate of Final Completion for the Work, in accordance with the terms of the Contract Documents;

'19.5.1.4 Warranty Binder, have been reviewed and approved by the A-E.

'19.5.1.4.1 Note that the Contractor shall submit a binder with original copies of all required Warranties prior to the anticipated Date of Final Completion in order to allow the A-E reasonable time to review and approve or reject the submittal.

'19.5.1.4.2 The A-E shall review and approve or reject the Warranties within a reasonable time after receipt from the Contractor. The Date of Final Completion shall not be earlier than the date of receipt of the Warranty Binder by the A-E where the Warranty Binder is subsequently approved by the A-E.

'19.5.1.5 With respect to all of the Project's building systems, including, without limitation, all systems being Commissioned, the Work, is fully commissioned without "Corrective Actions" remaining to be completed in compliance with the Contract Documents and applicable Laws ("Systems Commissioning"); The Date of Final Completion shall not be earlier than the date in which Systems Commissioning is fully completed including all "Corrective Actions".

'19.5.1.6 The Contractor has submitted a final Application for Payment including a Final Affidavit as required by the Commonwealth.

'19.5.1.7 The Contractor and the A-E have submitted to the Owner a report of the status of LEED Certification documentation when required by a project that is under LEED Certification. Included in these reports is a listing of documentation that will be required for the final LEED Certification during the one year warranty period.

'19.5.2 Should the A-E confirm that the Work has achieved Final Completion on the date of his inspection, the A-E shall derive that the Contractor was Finally Complete on the date of receipt of the notification from the Contractor indicated above.

'19.5.3 If the A-E is unable to issue its final Certificate of Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

'19.6 Use of Adequately Complete Portions. The Owner may use or occupy a specified portion of the Work at any stage, provided that:

'19.6.1 such use or occupancy is consented to by insurers and

'19.6.2 it is authorized by the issuance of a Temporary Certificate of Occupancy or a Certificate of Occupancy by public regulatory bodies having jurisdiction over the Work; and

'19.6.3 prior to such use or occupation, the affected portion of the Work is jointly inspected by the Owner, Contractor and A-E to determine the precise stage of completion.

Such possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner's use of adequately completed portions (with the Contractor's agreement), while the Work of

the Project is not actually Substantially Complete, shall not be deemed as a defining factor in determining that the Project has reached Substantial Completion.

'19.7 Liquidated Damages/ Damages from Untimely Performance

'19.7.1 The Contractor shall pay the Owner an amount identified in the Contract Documents for each and every calendar day of unexcused delay in achieving Substantial Completion and Final Completion beyond the date set for each.

'19.7.1.1 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing delay damages sustained by the Owner, estimated at the time of executing this Contract.

'19.7.1.2 When the Owner is able to determine an actual sum of Damages from Untimely Performance, and that sum is less than the predetermined "Liquidated Damages", the Owner may, upon review of the particular circumstances of this specific Project, elect to apply the lesser amount of damages.

'19.7.2 When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

'19.7.3 The Contractor shall not have the right without justifiable cause to contest the Owner's assessment of Liquidated Damages as defined by this Article and as indicated in the Special Conditions.

'19.7.3.1 Should the Contractor believe he has justifiable cause for contesting the Owner's assessment of Liquidated Damages, once the project work has achieved FINAL COMPLETION, the Contractor may submit to the Director of the Division of Engineering and Contract Administration written detailed explanation of the justifiable cause for contesting the Owner's assessment of Liquidated Damages.

'19.7.3.1.1 Within fifteen (15) calendar days of the issuance of a Change Order which includes the Owner's assessment of Liquidated Damages, the Contractor shall provide written notification to the Director of the Division of Engineering and Contract Administration of the Contractor's intent to contest the Owner's assessment of Liquidated Damages. Failure of the Contractor to make such written notification shall cause the Owner to execute the Change Order which includes the Owner's assessment of Liquidated Damages.

'19.7.3.1.2 The Contractor's submission of the Final Application for Payment shall be evidence that the Contractor does not desire to contest the Owner's assessment of Liquidated Damages and shall be evidence of the Contractor's agreement with the Owner's assessment of Liquidated Damages.

'19.7.3.1.3 When the Director of the Division of Engineering and Contract Administration has reviewed the submitted evidence from the Contractor, gathered other evidence and information related to the Contractor's contesting of the Owner's assessment of Liquidated Damages, and made a determination as to the, reasonableness, validity

and standing of the Contractor's contesting, the Director shall issue a final determination in the matter.

'20. Correction of Work

'20.1 Correction of Work Prior to Final Payment. The Contractor shall promptly correct Work which is rejected by the A-E as failing to conform to the requirements of the Contract Documents. Such correction shall be required regardless of whether or not the nonconformities are observed before or after Substantial Completion, or whether or not the work has been fully fabricated, installed or completed.

'20.2 Correction of Work After Final Payment. Neither the Final Certificate of payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for failure to conform to the requirements of the Contract Documents.

'20.2.1 If within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct the Work promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition.

'20.2.1.1 This period of one year shall be extended with respect to portions of Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work. This obligation under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the conditions.

'20.3 Responsibility for Related Costs. In addition to being responsible for correcting the Work and removing any nonconforming Work or materials which are not corrected from the jobsite, the Contractor shall bear all other costs of bringing the affected Work into compliance with the Contract Documents. These include costs of any required additional testing and inspection services, A-E's services, and any resulting damages to property or to construction Work of other contractors or of the Owner.

'20.4 Correction by Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may take steps to correct the Work itself. If, within a ten (10) business day period after receipt of written notice to correct the nonconformity, the Contractor has not made serious efforts to correct the nonconformity, the Owner may without prejudice to any other remedies it may have, proceed to correct the non-conforming Work.

'20.4.1 In such cases a Change Order shall be issued by the Owner with the approval of the A-E reflecting an equitable deduction from the Contract Sum to cover the cost of correcting the Work, including compensation for the A-E's additional services and other related expenses and damages. The amount of the Change Order shall be deducted from payments then or thereafter due the Contractor. If final payment has already been made, the Contractor shall pay the difference within a reasonable time, which is generally defined as 30 calendar days from the date of written request for such reimbursement by the Owner.

'20.5 Ongoing Liability of Contractor for Defective Work. The foregoing provisions establishing the specific obligation of the Contractor to perform corrective Work do not establish a period of limitations on other obligations of the Contractor under the Contract Documents. Even after the Contractor is no longer specifically obligated to perform corrective Work itself, it

shall still be held liable for nonconforming Work and for other breaches of its obligations under the Contract Documents.

'20.6 Deduction for Uncorrected Work. If the Owner deems it not expedient to correct Work which is not in accordance with the requirements of the Contract Documents, an appropriate Change Order shall be issued by the Owner with the approval of the A-E reflecting an equitable deduction from the Contract Sum on account of the uncorrected Work. The amount of the Change Order shall be deducted from payments then or thereafter due the Contractor. If final payment has already been made, the Contractor shall be responsible for paying the difference to the Owner within a reasonable time, which is generally defined as 30 calendar days from the date of written request for such reimbursement by the Owner.

'21. Suspension of Work

'21.1 Suspension by the Owner. The Owner shall have the right at any time to direct the contractor to suspend its performance, or any portion thereof for a period of not more than thirty (30) calendar days. 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 shall pay the Contractor as full compensation for such suspension the Contractor's Direct Job Expenses.

'21.1.1 Should the Contractor believe that the Owner, by its actions, has suspended the Work, but has not received a written notice of suspension from the Owner, the Contractor shall notify the Owner in writing that he believes a suspension of the Work has occurred and seek clarification from the Owner that such suspension of the Work is the Owner's intent by its actions. The Owner will promptly clarify for the Contractor its intentions related to suspension of the Work.

'21.1.2 Without such written notice of suspension of the Work by the Owner, the Contractor shall proceed with the Work as if it was not suspended and shall not be eligible for compensation as indicated in paragraph '21.1 above.

'21.2 Other Suspension. In the event the Owner should be prevented from proceeding with the work due to a bid protest, or enjoined by court order from proceeding with the Work or from authorizing its prosecution, either before or after the award, for a period up to ninety (90) calendar days, the delay shall not constitute cause for termination by the Contractor and the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of Work shall be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay. Such determination shall be set forth in a Change Order shall be final and binding upon both parties, and shall not require the signature of the Contractor to be in effect.

The Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs actually incurred and paid as follows:

- '21.2.1** demobilization and remobilization, including such costs paid to subcontractors;
- '21.2.2** preserving and protecting work in place;
- '21.2.3** storage of materials or equipment purchased for the Project, including insurance thereon;
- '21.2.4** performing in a later, or during a longer, time frame than contemplated by this Contract.

'21.3 Termination by the Contractor due to Suspension of the Work by the Owner. If, through no act or fault of the Contractor, the Work is suspended for a period of more than thirty (30) calendar days by the Owner, or more than ninety (90) calendar days under an Order of

the Court or other public authority, then the Contractor may, after ten (10) business days from delivery of a written notice to the Owner and the A-E, terminate the Contract and recover from the Owner payment for all Work executed and reasonable expenses sustained.

'21.3.1 If the A-E has failed to act on a request for payment, within thirty (30) calendar days of submission, or if the Owner has failed to make any payment, within forty-five (45) calendar days of receipt of an approval application for payment, the Contractor may, upon ten (10) business days written notice to the Owner and the A-E 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 adjusting the Contract Price or extending the Contract Time, or both, to compensate for the costs and delays attributable to the stoppage of the work, any such compensation being subject to the provisions, conditions and limitations contained in Article 26.

'22. Termination

'22.1 Termination of Contract for Convenience of Owner. The Owner, for any reason whatsoever, may terminate the Contract for its own convenience when it determines that such termination will be in the best interest of the Commonwealth of Kentucky. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of Subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. The Commonwealth shall negotiate a fair and just settlement with the Contractor in accordance with 200 KAR 5:312 Section 2. In such event, the following procedure shall be required:

'22.1.1 The Contractor shall submit a termination claim to the Owner and the A-E specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the A-E. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with paragraph (3) below;

'22.1.2 The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder pursuant to 200 KAR 5:312 Section 2;

'22.1.3 Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

'22.1.3.1 Contract prices for labor, materials, equipment and other services accepted under this Contract;

'22.1.3.2 Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

'22.1.3.3 Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to the initial Paragraph of 22.1. These costs shall not include amounts paid in accordance with other provisions hereof.

'22.1.3.4 The total sum to be paid the Contractor under 22.1 shall not exceed the total Contract Sum, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

'22.2 Termination of Contract for Cause. If the Contractor should be adjudged as 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 the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of the resulting Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor upon ten (10) days written notice by registered mail of declaration of default and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

'22.2.1 In such case, the Contractor shall not be paid further until the Work is complete. After final completion has been achieved, if any portion of the Contract Sum, as it may be modified hereunder, remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Paragraph 22.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 22.1 and the provisions of Paragraph 22.1 shall apply.

'23. Indemnification

The Contractor shall indemnify and hold the Owner harmless from any and all claims, liability, damage, loss, cost and expense of every type whatsoever, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner, including, without limitation, attorneys' fees and expenses, in connection with the Contractor's performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable.

'24. Insurance

'24.1 The Contractor shall furnish the Owner with certificates evidencing the required insurance coverage prior to commencing work. Contractor shall keep up-to-date copies of such certificates on file with Owner until work is completed. Owner may require Contractor to submit policy endorsements or complete policy copies of the required insurance.

'24.2 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

'24.3 Minimum Scope of Insurance Coverage shall be at least as broad as:

24.3.1 Insurance Services Office commercial general liability coverage (“occurrence” Form CG 0001, Ed. 10/93).

24.3.2 Insurance Services Office Form CA 0001 (Ed. 12/93) covering automobile liability, Code 1 “any auto.”

24.3.3 Workers’ compensation insurance as required by the Workers’ Compensation Act (as contained in KRS Chapter 342) and employers liability insurance.

’24.4 Minimum Limits of Insurance Contractor shall maintain limits no less than:

24.4.1 Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a \$3,000,000 annual aggregate. The deductible or Self-Insured Retention per occurrence shall not be more than \$10,000.

24.4.2 Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.

24.4.3 Workers’ Compensation and Employers Liability: Workers’ compensation with statutory benefits without limit, as required by the Kentucky Workers Compensation Act, and employer’s liability limits of \$1,000,000 per accident.

’24.5 Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

’24.5.1 Commercial General Liability and Automobile Liability Coverages.

’24.5.1.1 Owner, its officers and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; general supervision of the work by Owner; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Owner, its officers or employees.

’24.5.1.2 The Contractor’s insurance coverage shall be primary insurance as respects Owner, its officers and employees. Any insurance of self-insurance maintained by Owner shall be excess of the Contractor’s insurance and shall not contribute to it.

’24.5.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its officers or employees.

’24.5.1.4 The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer’s liability.

’24.5.2 All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to Owner.

’24.6 Acceptability of Insurers Insurance is to be placed with insurers with an A.M. Best’s rating of no less than A VII, authorized to write insurance in the Commonwealth of Kentucky.

’24.7 Verification of Coverage The Contractor shall furnish the Owner with certificates evidencing the required insurance coverage prior to commencing work. Contractor shall keep up-to-date copies of such certificates on file with Owner until work is completed. Owner may

require Contractor to submit policy endorsements or complete policy copies of the required insurance.

'24.8 Subcontractors Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

'24.9 The Contractor shall provide all Risks Insurance in an amount of not less than one hundred percent (100%) of the insurable value of all the work. The coverage, is to be written on CP 00 20 06 95 or equivalent acceptable to the Commonwealth. All coinsurance clauses in the Risks Insurance policy will be waived. All rights of subrogation against the Owner (i.e. the Commonwealth) will be waived by the insurer. Such insurance shall be for the benefit of the Contractor, Owner and any Subcontractor engaged on this project, as the Owner shall find their respective interest may appear. The Risks Insurance must be dated and in force on the date indicated in the Contract to begin work.

'24.10 The insurance coverage required by the contract documents shall be in compliance with the laws of the Commonwealth of Kentucky and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky.

'24.11 The Certificate of Insurance or Certificates of Insurance will have the following endorsements as an attachment to the Certificate or Certificate's.

'24.11.2 The Commonwealth of Kentucky, Division of Engineering and Contract Administration will be named as an additional insured.

'24.11.3 The policy is primary coverage and any insurance or self-insurance maintained by the Commonwealth of Kentucky shall be excess.

'24.11.4 Any failure of the named insured to comply with the reporting provisions of the policy shall not affect coverage provided to the Commonwealth of Kentucky, it's officers or employees.

'24.11.5 All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.

'25. Performance and Payment Bonds

The Contractor shall furnish separate performance and payment bonds to the Owner. The Contractor shall furnish a performance bond satisfactory to the Owner in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract. The Contractor shall also furnish a payment bond satisfactory to the Owner in an amount equal to one hundred percent (100%) of the Contract Sum for the protection of all persons performing labor or furnishing materials, equipment or supplies for the Contractor or his Subcontractor for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

'25.1 Each bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Sum is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount.

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

'26. Claims by the Contractor/ Concealed Conditions/ Disputes

'26.1 Claims by the Contractor against the Owner are subject to the following:

'26.1.1 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the A-E. Such claim shall be filed with the Owner and the A-E no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim;

'26.1.2 The Contractor and the Owner shall continue their performance regardless of the existence of any claims submitted by the Contractor.

'26.1.3 In the event the Contractor discovers previously concealed and unknown site conditions which differ materially from those indicated in the Contract Documents, or unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Sum shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances.

'26.1.3.1 As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and the A-E written notice of, and an opportunity to observe, such condition prior to disturbing it.

'26.1.3.2 The failure by the Contractor to give the written notice and make the claim as provided by this paragraph shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition;

'26.1.4 In the event the Contractor seeks to make a claim for an increase in the Contract Sum, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of the first paragraph of this Article and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;

'26.1.5 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Sum, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Contractor shall provide a detailed breakdown of the direct cost incurred by the Contractor. The inclusion of the Contractor's 15% OHP to this direct cost shall constitute the Owner's reimbursement to the Contractor for all indirect cost and consequential damages.

'26.1.6 The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction;

'26.2 In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other

Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the A-E.

'26.2.1 An extension of time shall not mean that the Contractor is entitled to additional compensation.

'26.2.2 A task is critical within the meaning of this paragraph if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project.

'26.2.3 Any claim for an extension of time by the Contractor shall strictly comply with the requirements of the first paragraph of this Article above. If the Contractor fails to make such claim as required in this paragraph, any claim for an extension of time shall be waived.

'26.3 All claims under this Contract shall be made in accordance with KRS 45A.225 to 45A.290. The provisions of these statutes do not toll the running of the Statute of Limitations set forth in KRS 45A.260. Any suit pursuant to KRS 45A.245 shall be commenced within one (1) year of the Substantial Completion Date specified in the Contract. If the Contractor does not commence suit within one (1) year of the date specified in the Contract, the Contractor shall be foreclosed from proceeding in court pursuant to KRS 45A.245.

'26.3.1 The Owner and Contractor agree that any suit, action or proceeding with respect to this Contract may only be brought in or entered by the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and waive any other preferential jurisdiction by reason of domicile or location. The parties hereby agree that any such legal action shall be tried by the court sitting without a jury. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or related to this Contract brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

'27 Liens

The filing and perfection of liens for labor, materials, supplies and rental equipment supplied on the work are governed by KRS 376.195 to 376.260.

'27.1 The lien shall attach only to any unpaid balance or retainage 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

'27.2 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(2).

'28 Assignments

Neither party to the Contract shall assign the Contract, or any portion thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without notification to the Owner. Notification of Assignments, shall be given on State

forms and in accordance with the procedures and regulations of the Finance and Administration Cabinet.

'29 Separate Contracts

'29.1 Owner's Right to Perform Construction and to Award Separate Contracts. The Owner reserves the right to let other contracts in connection with the Project or to perform Work with its 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.

'29.1.1 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 A-E 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.

'29.1.2 If any part of another contractor's work depends on the Contractor's Work for proper execution, the Contractor shall promptly perform that Work as required to allow the other contractor's work to progress as originally intended by the Owner's separate contract with that contractor.

'29.1.3 Whenever Work being done by the Owner's forces or by other Contractors work under separate agreement with the Owner is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the A-E to secure the completion of the various portions of the Work in general harmony.

'29.2 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.

'30 Allowances

'30.1 The Contractor shall have included in the Contract Sum all allowances stated in the Contract Documents and shall cause the Work so designated to be done as the Owner may direct. If the actual price for purchasing the "allowed material" is more or less than the "cash allowance," the Contract Sum shall be adjusted accordingly.

'30.2 The adjustment in Contract Sum shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "allowed materials" shall be included in the applicable sections of the Contract specifications covering this Work. (see Article 14, paragraph 14.2 for more information).

'31 Project Meetings

'31.1 Pre-Construction Conference: No later than 10 calendar days after execution of the Contract a Pre-Construction Conference will be held at the Project Site or another convenient location. This meeting will be scheduled by the Owner through the A-E.

'31.1.1 Attendance at the Pre-Construction conference is mandatory for the following personnel: Authorized Representatives of the Owner; A-E and their

consultants; Contractor and his Project Manager, Job Superintendent and key personnel; all major subcontractors; Using Agency on-site personnel; and other persons designated by the A-E, Owner, or Contractor to be critical to the project.

'**31.1.2** All participants shall be familiar with the Project and authorized to conclude matters relating to the Work.

'**31.1.3** Agenda for the meeting will include all matters indicated in the DECA Capital Construction Procedures Manual related to the project. The meeting will be conducted by the A-E and minutes distributed within three working days following the meeting.

'**31.2 Pre-Installation Conferences:** Pre-installation Conferences shall be held at the Project Site or another convenient location for any item of the work requiring a pre-installation conference. The conference is required PRIOR to each construction activity that requires coordination with other construction.

'**31.2.1 Attendance at the Pre-Installation Conference is mandatory for the following personnel:** Authorized Representatives of the Owner; A-E and their consultants who have responsibilities related to the installation; Contractor and his Project Manager, Job Superintendent and key personnel; all subcontractors with work related to the installation; Installers of the work; Manufacturer's and Fabricator's Representatives related to the installation; and other persons designated by the A-E, Owner, or Contractor to be critical to the project.

'**31.2.2** All participants shall be familiar with the up-coming installation and authorized to conclude matters relating to the Work.

'**31.2.3** Agenda for the meeting will include all matters indicated in the DECA Capital Construction Procedures Manual related to the project. The meeting will be conducted by the Contractor and minutes distributed within three working days following the meeting.

'**31.3 Project Progress Meetings:** At regular intervals during the construction (a minimum of monthly, but may be more frequently at the discretion of the A-E/ Owner, Project Progress Meetings will be held at the Project Site or another convenient location. This meeting will be scheduled at the Pre-Construction Conference or when more frequently needed by the Owner through the A-E.

'**31.3.1 Attendance at the Project Progress Meeting is mandatory for the following personnel:** Authorized Representatives of the Owner; A-E and their consultants; Contractor and his Project Manager, Job Superintendent and key personnel; all major subcontractors who have work completing, continuing or commencing; Using Agency on-site personnel; and other persons designated by the A-E, Owner, or Contractor to be critical to the project.

'**31.3.2** All participants shall be familiar with the Project and authorized to conclude matters relating to the Work.

'**31.3.3** Agenda for the meeting will include all matters indicated in the DECA Capital Construction Procedures Manual related to the project. The meeting will be conducted by the A-E and minutes distributed within three working days following the meeting.

'31.3.4 Elsewhere in these General Conditions are submittals and other requirements of the Contractor that are to be provided at each Project Progress Meeting (i.e. updated Project Schedule, updated submittal log; updated RFI log, etc.

'32. Miscellaneous Provisions Regarding Contractor's Work

'32.1 Project Site Limits. The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen to Project site limits indicated by the Contract Documents.

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

'32.3 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Project or make its parts fit together in a proper manner. The Contractor shall not endanger other parts of the Project, including work by the Owner or other contractors as provided in Article 29, by cutting, patching, or excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a separate contractor without written consent of the Owner or such separate contractor. Such consent shall not be unreasonably withheld.

'32.4 Cleanup. The Contractor shall at all times keep the Project premises and surrounding area free from the accumulation of waste materials or rubbish caused by his operations in connection with the Project. Upon completion of the Work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's construction equipment, tools, machinery, and surplus materials and leave the Project (including but not limited to glass, hardware, fixtures, masonry, tile and marble) in a clean and usable condition satisfactory to the A-E. Floors shall be cleaned and waxed in accordance with the requirements of the Contract specifications. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Contractor by Change Order.

'32.5 Guarantees, Warranties and "As-Built" Drawings.

'32.5.1 Prior to final payment for the Work, the Contractor shall assemble and present to the A-E all guarantees and warranties required by the Contract Documents.

'32.5.2 All warranties for materials, equipment and installations constructed by this project shall commence on the Date of Substantial Completion and continue for the period of time indicated for the specific material, equipment or installation.

'32.5.3 Additionally the Contractor shall provide "Record" Drawings prior to final payment.

'32.6 Governing Law. The Contract shall be governed by the laws of the Commonwealth of Kentucky.

'32.6.1 Statutory Limitation Periods. Statutes of Limitations are governed by KRS 45A.260(2).

'32.6.2 Written Notice. Written notice shall be deemed to have been given if delivered in person to the individual or to a member of the organization or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last known business address known to the notifying party.

'33. 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.

'34. Nondiscrimination in Employment

During the performance of the Contract, the Contractor agrees as follows:

'34.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment.

'34.2 The Contractor will take affirmative action in regard to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees during employment are treated without regard to their race, color, religion, sex, age, or national origin; however, when layoffs occur, employees shall be laid off according to seniority with the youngest employees being laid off first. When employees are recalled, this shall be done in the reverse way the employees were laid off;

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

'34.4 The Contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section;

'34.5 The Contractor shall send to each labor union or representatives of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor's commitments under this section.

Failure to comply with the above nondiscrimination clause constitutes material breach of Contract.

'35 Affirmative Action; Reporting Requirements

'35.1 The Contractor and Subcontractors are exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Act of 1978, KRS 45.560 to 45.640 hereinafter referred to as The Act, if any of the following conditions are applicable:

(1) the Contract or subcontract awarded is in the amount of five hundred thousand dollars (\$500,000) or less, and the amount of the contract is not a subterfuge to avoid compliance with the provisions of The Act; or

(2) the Contractor or Subcontractor utilizes the services of fewer than eight (8) employees during the course of the Contract ; or

(3) the Contractor or subcontractor employs only family members or relatives; or

(4) the Contractor or Subcontractor employs only persons having a direct Ownership interest in the business and such interest in not a subterfuge to avoid compliance with the provisions of The Act.

'35.2 The Contractor or Subcontractor not otherwise exempted shall for the duration of the Contract, hire minorities from within the drawing area to satisfy the agreed upon goals and timetables set out in addenda to the Contract. Should the union with which the Contractor has collective bargaining agreements be unwilling to provide sufficient minorities to satisfy the goals and timetables, the Contractor shall hire minorities from other sources within the drawing area to satisfy the goals and timetables in the addenda to the Contract.

'35.3 The equal employment provisions of The Act may be met in part by the Contractor subcontracting to a minority contractor or subcontractor. A minority contractor or subcontractor shall be defined by the addenda to this Contract, or if none, by the Act.

'35.4 Each Contractor shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

'35.5 If the Contractor is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, (if covered by The Act), the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such Contractor ineligible to bid on further contracts until such time as the Contractor complies in full with the requirements of The Act.

'35.6 The Contractor shall not be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

'36 Access to Records

'36.1 The contractor, as defined in KRS 45A.030(7), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review.

'36.2 Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract.

'36.3 The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service. (22 Ky.R. 1510; eff. 5-16-96.)

'37 Commonwealth Project Forms and other weblinks:

'37.1 The Commonwealth of Kentucky does not recognize any project forms from third party sources (i.e. American Institute of A-Es; Association of Construction and Development; Association of General Contractors; etc.) unless the Commonwealth has not adopted specific documents.

'37.1.1 When the Commonwealth has not adopted specific documents for a construction document purpose, other documents may be used provided that they do not conflict with these General Conditions and other documents and contracts of the Commonwealth in any respect.

'37.1.2 Any conflict between a construction document utilized and any provision of these General Conditions or other documents and Contracts of the Commonwealth, shall be immediately considered null and void.

'37.2 The weblink to the State Planroom site where Commonwealth Construction forms, contracts, and manuals are located is:

<https://finance.ky.gov/services/stateplan/Pages/ConstructionFormsandInformation.aspx>

37.2.1 A listing of documents available on this site includes the following:

Required Affidavits and Statements

- Affidavit for Final Payment (B-210-13)
- Affidavit for Bidder, Offerors and Contractors
- Vendor Report of Prior Violations

Invoices and Change Order Form

- DOA-24 Invoice *For contracts greater than \$400,000 (05-06-08)
- SAS-25 Invoice Short Form *For contracts less than \$400,000 (09-29-11)
- SAS-25 A-Eing Consultants Form (11-19-10)
- SAS-42 Change Order Form (09-27-06)

Example Invoice Forms

- DOA-24 Continuation Sheet (Example)
- DOA-24 Long Form (Example) (09-27-06)
- SAS-25 Short Form (Example) (09-29-11)

EEO Forms

- Affidavit of Intent to Comply
- EEO-1: Employer Information Report
- Subcontractor Reporting Part

Manuals

- Capital Construction Project Procedures Manual (Updated 6-22-13)
- Technical Guidelines and Specifications - Complete Version (12-15-13)
- Capital Construction Project Procedures manual (Full collection)

'37.3 The weblink to the State's Document Collaboration System is:

<https://www.stateofkyprojects.com/>

'37.3.1 This Document Collaboration System shall be used for all official and/or required communication and documentation of any Capital Construction Project where these General Conditions apply.

END OF GENERAL CONDITIONS

Commonwealth of Kentucky
Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Engineering and Contract Administration

Payment Bond - Part IV

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Commonwealth of Kentucky
Finance and Administration Cabinet
Bush Building 1st Floor
403 Wapping Street
Frankfort, KY 40601-2638

CONSTRUCTION CONTRACT - _____

DATE: _____

AMOUNT: _____

DESCRIPTION (Name and Location)

Invitation No: _____

BOND

DATE: _____

AMOUNT: _____

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Name, Address and Telephone of AGENT or BROKER:

Name, Address and Telephone of AGENT or BROKER:

Whereas, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

Now therefore, the Surety and the Contractor, both severally, and for themselves, their heirs, administrators, executors and successors agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with the Construction Contract performance.

2. For purposes of this Payment Bond, Beneficiary is defined as person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:

- (A) a direct contract with the Contractor; or
- (B) a direct contract with a subcontractor of the Contractor; or
- (C) rights, under the laws of the jurisdiction where the Project is located, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project is, or were, subject to such filing.

3. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety as follows:

(A) the period of time provided by the jurisdiction wherein the Project is located for (1) filing a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing (KRS 376.230), or (2) otherwise making a claim against the Project or against funds held by the Owner;

(B) address, the person or entity to whom such labor, material, equipment, services or other items were provided.

4. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum as it may be modified by addendum.

5. Upon receipt of claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 30 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the owner) by:

- (A) making payment of all sums not in dispute; and
- (B) stating the basis for disputing any sums not paid.

6. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of two (2) years following the date on which the final payment of the contract falls due or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.

7. Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party above.

**Commonwealth of Kentucky
Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Engineering and Contract Administration**

Performance Bond - Part V

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
Commonwealth of Kentucky
Finance and Administration Cabinet
Bush Building 1st Floor
403 Wapping Street
Frankfort, KY 40601-2638

CONSTRUCTION CONTRACT - «ContractNumber»

DATE:
AMOUNT:

DESCRIPTION (Name and Location)

BOND

DATE:
AMOUNT:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____
Name and Title:

SURETY
Company: _____ (Corporate Seal)

Name, Address and Telephone of AGENT or BROKER:

Signature: _____
Name and Title:

Name, Address and Telephone of AGENT or BROKER:

Whereas, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon promptly notify the Owner in writing as to which of the actions permitted to the Surety in Paragraph 3 it will take.

Now therefore, the Surety and the Contractor, both severally, and for themselves, their heirs, administrators, executors and successors agree:

3. Upon the default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall within 30 days proceed to take one or, at its option, more than one of the following courses of action:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to

2. If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the

the Contractor in the absence of the default and termination.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a Performance Bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completions, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or.

(C) Take any and all other acts if any, mutually agreed upon in writing by the Owner and the Surety.

4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for

architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

5. In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum as it may be modified by addendum.

6. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.

7. This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner, and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8. No action shall be commenced hereunder after the passage of the longer of two (2) years following the date on which the final payment of the contract falls due or, if this bond is provided in compliance with applicable law, any limitation period provided therein. If the limitation period contained in the Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a performance bond.

9. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party above.

10. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

PART VI

**FINANCE AND ADMINISTRATION CABINET
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
DIVIION OF ENGINEERING AND CONTRACT ADMINISTRATION**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This **AGREEMENT**, between the Owner, the **COMMONWEALTH OF KENTUCKY**, and the Contractor _____

The Architect is: _____

This Agreement, properly by the parties, shall be final and binding only upon the issuance of the Finance and Administration Cabinet Construction Contract.

The Owner and Contractor agree as set forth below.

Article No. 1 THE CONTRACT DOCUMENTS:

The Contract Documents consist of the Agreement, the Official Bid Documentl, the Invitation to Bids, the Instructions to Bidders, the General Conditions, Supplement Conditions, Drawings, Specifications, and Addenda issued prior to the execution of this Agreement, and modifications made after the execution of this Agreement. The Contract Documents represent the entire and integrated agreement between the parties. All of these documents are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

Article No. 2 SCOPE OF WORK:

The Contractor shall execute the entire work described in the Contract Documents entitled: **INVITATION TO BID NO.** _____
SOLICITATION NO. _____

A listing of the Specifications, Drawings and Addenda are contained in Article 11 of this Agreement

Article No. 3 TIME OF COMPLETION:

The date of commencement for the work shall be the date upon which the Owner issues the Contract Documents. The Contractor shall achieve substantial completion of the entire work (as defined by Article 19.4 of the General Conditions) not later than _____ calendar days/date after the date of commencement for the work, subject to adjustments of contract time as provided in the Contract Documents. Final completion of the work shall be achieved _____ calendar days/date after the scheduled date of substantial completion.

Article No. 4 LIQUIDATED DAMAGES:

It is understood by the parties that time is of the essence of this contract, and that the Owner will sustain substantial financial damages and other injuries in the event of a failure of the Contractor to complete the work in a timely manner. In light of these foreseeable losses, and the difficulty of proof of loss, the Contractor shall be assessed liquidated damages in the amount of _____ for each calendar day between the date set for substantial completion of this work and the actual date upon which substantial completion is achieved in accordance with Article 19.4 of the General Conditions. The Contractor shall be assessed liquidated damages in the amount of _____ for each calendar day between the date set for final completion of this work and the actual date upon which final completion is achieved in accordance with Article 19.5 of the General Conditions. In the event that the Contractor abandons the work prior to the substantial completion or is terminated for default under Article 22.2 of the General Conditions, the Owner may upon completion of the work recover either (1) liquidated damages for the entire period of delay to substantial completion or final completion under this Article, or (2) actual delay-related damages. This recovery will be in addition to any other rights and remedies the Owner may have against the Contractor.

Article No. 5 CONTRACT SUM:

The Owner shall pay the Contractor for the Contractor's performance of the contract the sum of _____, (_____), subject to additions and deductions as provided in the Contract Documents. The Contract Sum is based upon the alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

Article No. 6 PROGRESS PAYMENTS:

Based upon applications for payment submitted to the Architect by the Contractor, the Owner shall make progress payments on the account of the Contract Sum to the Contractor in accordance with Article 18 of the General Conditions.

Article No. 7 ACCEPTANCE AND FINAL PAYMENT:

Final payment shall be due in accordance with Article 18.7 of the General Conditions provided, that all work has been fully completed in accordance with the plans and specifications as evidenced by a certificate by the Architect for the project, and it has been accepted by the Owner. Further, final payment is contingent upon receipt of "As-Built" drawings from the Contractor. The Contractor shall submit with his final payment application evidence satisfactory to the Architect 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.

Article No. 8 CHANGES IN THE WORK:

The Owner, without invalidated the contract, may delete, add to or modify the work in accordance with Article 14 of the General Conditions.

Article No. 9 SPECIAL NOTICE REGARDING PAYROLL TAXES, ETC:

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 accepts liability for payment of all payroll taxes on deductions required by local, state, and federal law, including but not limited to old age pension, social security, or annuities, 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.

Article 10 TERMINATION OR SUSPENSION:

The contract may be terminated by the Owner upon the default of the Contractor and terminated for convenience of the Owner as provided for in Article 22 of the General Conditions.

Article No. 11 ENUMERATION OF SPECIFICATIONS, DRAWINGS AND ADDENDA:

The Contract Documents, except for Modifications issued after the execution of this Agreement, include the following specifications, drawings and addenda:

SPECIFICATIONS:

DOCUMENT	TITLE	PAGES

DRAWINGS:

SHEET NUMBERS

ADDENDA:

NUMBERS

PROJECT MANAGER: _____

AGENCY CONTACT: _____

ARCHITECT: _____

CONSULTANT: _____

Date for Substantial Completion: _____

Date for Final Completion: _____

PROJECT MANUAL Table of Contents

Division 01

Section 010000 – Special Conditions

Section 017310 – Cutting and Patching

Division 08

Section 083463 – Detention Doors and Frames

Section 087163 – Detention Door Hardware

Division 09

Section 099113 – Exterior Painting

Section 099123 – Interior Painting

NORTHPOINT TRAINING CENTER

FIRE DOOR REPLACEMENT

1931-4111-70

Special Conditions for Commonwealth of Kentucky Projects - 10000

Contents

<u>Article</u>	<u>Title</u>
'1	<u>Special Conditions Supplement</u>
'2	<u>The Project</u>
'3	<u>Project Contacts</u>
'4	<u>Times for Completion</u>
'5	<u>Liquidated Damages</u>
'6	<u>Temporary Facilities and Controls</u>
'7	<u>Special Inspections and Testing</u>
'8	<u>Allowances</u>
'9	<u>Unit Prices</u>
'10	<u>Schedule of Additive Alternates</u>
'11	<u>Additional Project Completion or Close-out Requirements</u>
'12	<u>Special Project Site Security or Access Required</u>
'13	<u>Special Delegated Design Requirements</u>
'14	<u>Other Special Conditions of Contract</u>

Articles

'1 Special Conditions:

These Special Conditions are provided as a supplement to the General Conditions in the Specifications. Special Conditions will also supersede General Conditions where changes are necessary to coordinate with specific project requirements.

'2 The Project:

These specifications and drawings accompanying them describe the work to be performed and materials to be furnished for the:

**NORTHPOINT TRAINING CENTER
FIRE DOOR REPLACEMENT
710 WALTER REED ROAD
BURGIN, KENTUCKY 40422**

Project Description:

The scope of project includes all work required to replace existing detention hollow metal frames and doors that have been cast into concrete walls. Existing frames shall be cut from the concrete and new detention hollow metal frames and doors installed. New detention door hardware shall be furnished and installed per the contract documents. Interior and exterior walls adjacent to the work shall be painted as required. The work shall be in accordance with Request for Proposal documents.

'3 Project Contacts:

(Refer to Drawings for Company Addresses / Phone Numbers)

In the roles defined by the General Conditions as "Architect" and as used throughout the Contract Documents as the Architect of the work being constructed,, the following firm and its sub-consultants are working under separate contract with the Owner to provide the services under this role:

Architect: Company Name: DLZ Kentucky, Inc.
Principal-In-Charge: Eric Ratts, AIA
Project Manager: Michael S. Draper

In the roles defined by the General Conditions as "Owner" and as used throughout the Contract Documents as the Owner of the work being constructed, is the Commonwealth of Kentucky, acting through the Finance and Administration Cabinet, Department for Facilities Management and Support Services, Division of Engineering and Contract Administration. The Owner is solely represented by the following:

Owner: Finance and Administration Cabinet
Facilities and Support Services
Division of Engineering and Contract Administration
Project Manager: Scott Baker, C.E.M.
Associate Director: Frieda Myers
Executive Director: Jennifer Linton

In the role defined by General Conditions, "Agency or Using Agency", is a state government entity which utilizes the work being constructed. This agency is a client of the Owner and advises the Owner on matters related to the project. This Using Agency does not possess the legal authority of Owner:

Using Agency: Kentucky Department of Corrections
Project Manager: Tony Waddell
Commissioner: Cookie Crews

In the roles defined by the General Conditions as "Commissioning Authority" and as used throughout the Contract Documents as the Commissioning Agent of the work being constructed,, the following firm is working under separate contract with the Owner to provide the services under this role:

Commissioning Authority: Company Name: _____
Principal-In-Charge: _____
Project Manager: _____

In the roles defined by the General Conditions as "Special Inspector" and as used throughout the Contract Documents as the firm performing Special Inspections as required by the Kentucky Building Code for the work being constructed,, the following firm is working under separate contract with the Owner to provide the services under this role:

NORTHPOINT TRAINING CENTER

FIRE DOOR REPLACEMENT

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Special Conditions for Commonwealth of Kentucky Projects - 10000

Special Inspector: Company Name: _____
Principal-In-Charge: _____
Project Manager: _____

'4 Times of Completion:

Subject to the conditions of Article '16 – "Delays and Extension of Time" of the General Conditions, the work to be performed under this Contract shall be completed as follows:

Substantial Completion 150 Calendar Days from date of Executed Contract for Construction. Article '19.4 of the General Conditions set forth specific requirements of the Commonwealth of Kentucky that are necessary to be fulfilled by the Contractor in order to be determined to have accomplished Substantial Completion by this date. Refer to Article '11 of these Special Conditions for additional requirements of this specific project required to accomplish Substantial Completion.

Final Completion 30 Calendar Days beyond Substantial Completion. Article '19.5 of the General Conditions set forth specific requirements of the Commonwealth of Kentucky that are necessary to be fulfilled by the Contractor in order to be determined to have accomplished Final Completion by this date. Refer to Article '11 of these Special Conditions for additional requirements of this specific project required to accomplish Final Completion.

As indicated in Article '4 of the General Conditions, "Construction Schedule", the following limitations of work times are set forth herein that are to be accounted for by the Contractor in scheduling and sequencing of the work:

Work Restrictions and "Black-Out" Dates: NONE
Project Phasing (Separate start and completion dates): NONE

Limitations on daily work times:

A. Contractor shall submit a proposed schedule of work for the project, to be discussed with and approved by the Using agency.

B. Maximum work hours shall extend from 7:00 AM to 3:00 PM, Monday through Friday unless requested and approved by the Warden.

Work being Performed by the Owner or by Others: NONE

Products ordered by the Owner in Advance/ Anticipated Delivery Dates: NONE

Construction Contract Time required for Commissioning: NONE
Construction Contract Time required for Testing and Balancing: NONE

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'5 Liquidated Damages / Damages from Untimely Performance:

In accordance with Article '19.7 of the General Conditions, the Contractor shall pay the Owner the following identified amount for each and every calendar day of unexcused delay in achieving Substantial Completion and Final Completion beyond the date set for below for each:

Substantial Completion Liquidated Damages are \$ 350.00 /calendar day for each day beyond the established Date of Substantial Completion until the Actual Date of Substantial Completion is achieved. (See Article '19.4 of the General Conditions and Article '11 of these Special Conditions for requirements for Substantial Completion).

Final Completion Liquidated Damages are \$ 250.00 /calendar day for each day beyond the established Date of Final Completion until the Actual Date of Final Completion is achieved. (See Article '19.5 of the General Conditions and Article '11 of these Special Conditions for requirements for Final Completion).

'6 Contractor Provided Temporary Facilities and Controls:

Construction Office/Trailer: to be located at (TO BE DETERMINED) or if owner allowed, contractor trailer can be omitted for smaller projects and run through a temporary use of room in building

Staging / Parking: As directed by Owner

Temporary Fencing and Signage: Orange Plastic Fence or Portable Chain link with Concrete Blocks or as required for project specific security or safety.

Portable Toilet Facilities: are required and to be located within construction fencing (or if owner allowed – AE to confirm with Owner during design), contractor may use owner designated existing restrooms within project area contingent upon care and daily cleaning of facilities. Privilege can be revoked by owner at any time and contractor will be required to set portable toilet facilities.

Utilities: Contractor to set up new temporary utilities or coordinate with owner for hook-up of existing where applicable

Water: Use Owner Existing Utility_
Electric: Use Owner provided for Renovation.
Gas: Owner provided

'7 Special Inspections and Testing:

Article '12 of the General Conditions and the technical specifications of the Contract Documents define and establish the requirements and provisions for Inspection of the Work, Special Inspections performed by others working under separate contract with the Owner, and testing to be provided by the Contractor.

Structural Special Inspections and Testing: NONE

Site Special Inspections and Testing: NONE

Contractor Provided Testing: All other testing required by the Contract Documents are Contractor Provided Testing.

NORTHPOINT TRAINING CENTER

FIRE DOOR REPLACEMENT

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'8 Allowances included in the Contract Amount:

The Contractor is required by Article '30 of the General Conditions to include in the Contract Amount the following Allowances: NONE

Allowances shall include all necessary materials, costs of delivery, installation labor, tools and equipment necessary to provide the item or services indicated in the Allowance. When the item of work or service is completed, the Contract Amount is modified by Change Order to reconcile the Allowance with the actual cost of the item or service provided. The contractor's overhead, profit, insurance and bonds, and administrative costs are included in the prescribed markup permitted by Article '14 of the General Conditions "Changes in the Work" and are not to be included in the Allowance.

'9 Unit Prices established by the Form of Proposal:

The Contractor is required at time of submitting a bid proposal for this work to provide specific Unit Prices that will be used to add or deduct those specific work items or services by an established unit of measure and the stated price per unit.

Unit prices include all necessary materials, costs of delivery, installation labor, tools and equipment necessary to provide the unit measured item. If a unit price is used in a change to the work by Change Order, the contractor's overhead, profit, insurance and bonds, and administrative costs are included in the prescribed markup permitted by Article '14 of the General Conditions "Changes in the Work" and are not to be included in the unit price.

For a schedule of Unit Prices see the "Unit Prices" section of the Bid Form of Proposal.

'10 Schedule of Additive Alternates:

The Bid Form of Proposal includes Additive Alternates that, if accepted by the Owner during review of bids, become a part of the Contract Amount. Additive Alternates are listed in the order which they will be considered and may be accepted by the Owner to be included in the base Contract of the Work. The following is the sequential listing and description of Additive Alternates: NONE

'11 Additional Project Completion or Project Close-Out Required:

Article '19.4 of the General Conditions "Substantial Completion" defines the specific MANDATORY requirements to be accomplished or provided to achieve Substantial Completion of the Project. In addition to those requirements, the following requirements are also MANDATORY requirements to be accomplished or provided to achieve Substantial Completion of this Project: NONE

Article '19.5 of the General Conditions "Final Completion" defines the specific MANDATORY requirements to be accomplished or provided to achieve Final Completion of the Project. In addition to those requirements, the following requirements are also MANDATORY requirements to be accomplished or provided to achieve Final Completion of this Project: NONE

'12 Special Project Site Security or Access Requirements:

- A. All workers entering the institution MUST have a background check run and MUST be approved for entry by the Warden or Designee.

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- B. All workers must complete PREA training on site before they will be allowed to work. (usually takes 30 minutes)
- C. The Contractor is solely responsible for on-site safety. All workers must conform to all OSHA requirements at all time. If site personnel become aware of any noncompliance by the Contractor, which poses a serious or imminent danger to the health or safety to any personnel, they shall notify the Contractor orally, and direct immediate initiation of corrective action. After receiving the Notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the site personnel may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop work order.
- D. Construction vehicles shall be removed from the area inside the security fence as soon as they can be unloaded. For workers driving trucks, ensure that any tools, chemicals or glass are removed from the back of the truck and placed in the cab or other secure area prior to leaving the truck. This requirement applies anywhere on the prison property and at any time the truck is unattended.
- E. Workers shall secure cell phones in your vehicle. No cell phones are allowed on the yard area with exception of the Job Superintendent; the Warden or Designee MUST approve these in advance.
- F. Illegal Drugs and Alcohol are prohibited ANYWHERE on grounds, not even in locked vehicle.
- G. Tobacco products are not allowed in any of the facilities. The Institution may allow tobacco locked in vehicles (coordinate with the Institution prior to entering), but use of any tobacco products is prohibited on the grounds of the Institution.
- H. If workers take prescription medication, only bring what is required for the day, in its original container. The Warden or Designee MUST approve any medications taken inside the Institution in advance.
- I. Firearms or other weapons, including ammunition, are prohibited ANYWHERE on grounds, including in locked vehicles.
- J. If illegal substances or firearms are found in a vehicle of anyone working on a construction project, the State Police will be contacted
- K. No glass of ANY kind (I.E., glass or ceramic cups) allowed on the yard area.
- L. Personal cameras, radios, audio recorders, pagers or any other electronic devices are not permitted on the yard area. The Warden or Designee MUST approve any exceptions made for job-related necessity in advance.
- M. Personal correspondences, bills and the like are NOT permitted outside workers' locked vehicle (for their safety).
- N. Contact with offenders should be avoided at all times, except when working in conjunction with maintenance staff and inmates.
- O. An inventory shall be made of all tools taken on site by the Contractor prior to entry. Tools shall be inspected by the Institution's security and compared with the inventory upon both entrance and exit from the secure area.
- P. The Warden or Designee reserves the right to change or apply ANY rule they see fit to ensure the security of the Institution.

NORTHPOINT TRAINING CENTER

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'13 Special Delegated Design Requirements: NONE

'14 Other Special Conditions of Contract: NONE

END OF SPECIAL CONDITIONS

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work, or where required by poor conditions of the existing building.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 1. Primary operational systems and equipment.
 2. Fire-protection systems.
 3. Mechanical systems piping and ducts.
 4. Control systems.
 5. Communication systems.
 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials or as noted on the drawings. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Restore site, including walks, drives, curbs, grass, sod and landscaping to original condition.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting. Pipe and conduit shall be cut behind surface of wall.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Provide support and structure required for patching. Provide structure for patching of wall penetrations.

END OF SECTION 017310

SECTION 083463 - DETENTION DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Swinging detention doors.
 - 2. Detention frames.
- B. Related Requirements:
 - 1. Section 087163 "Detention Door Hardware" for door hardware for detention doors.

1.3 DEFINITIONS

- A. Minimum-Thickness Steel: Indicated as the specified minimum thicknesses for base metal without coatings, according to NAAMM-HMMA 803.

1.4 COORDINATION

- A. Coordinate anchorage installation for detention frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors that are to be embedded in adjacent construction. Deliver such items to Project site in time for installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, core descriptions, label compliance, fire-resistance rating, temperature-rise ratings, and finishes for each detention door and frame type specified.
- B. Shop Drawings: In addition to requirements below, provide a schedule using same reference numbers for details and openings as those on Drawings:
 - 1. Elevations of each door type.

2. Direction of swing.
3. Inmate and non-inmate sides.
4. Details of doors, including vertical and horizontal edge details, and metal thicknesses.
5. Details of frames, including dimensioned profiles, and metal thicknesses.
6. Locations of reinforcement and preparations for hardware.
7. Details of each different wall opening condition.
8. Details of anchorages, joints, field splices, and connections.

C. Primer

1. Submit information on manufacturer and type of primer used on doors and frames.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Welding certificates.

C. Product Test Reports: For each type of detention hollow-metal door and frame assembly including vision and side lights, for tests performed by manufacturer and witnessed by a qualified testing agency.

D. Examination reports documenting inspection of substrates, areas, and conditions.

E. Field quality-control reports documenting inspections of installed products.

1. Field quality-control certification signed by Contractor and Detention Specialist.

1.7 MAINTENANCE MATERIAL SUBMITTALS

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Welding Qualifications: Qualify procedures and personnel according to the following:

1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code - Sheet Steel."
3. AWS D1.6, "Structural Welding Code - Stainless Steel."

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver detention hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

- B. Deliver welded detention frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store detention hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain detention doors and frames from single source from single manufacturer.
- B. Basis-of-Design Product: Trussbilt, Inc. or comparable product by one of the following:
 - 1. American Steel Products.
 - 2. Slate Security Systems, Inc.
 - 3. Titan Steel Door, LLC.

2.2 REGULATORY REQUIREMENTS

2.3 DETENTION DOOR AND FRAME ASSEMBLIES

- A. Detention Door and Frame Assemblies: Provide detention door and frame assemblies that comply with the following, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project:
 - 1. Security Grade: Assemblies pass testing requirements in ASTM F 1450 for security grades specified.
 - 2. Tool-Attack Resistance: Small-tool-attack-resistance rated when tested according to UL 437 and UL 1034.

2.4 DETENTION DOORS

- A. General: Provide flush-design detention doors of seamless hollow construction, 2 inches thick unless otherwise indicated. Construct detention doors with smooth, flush surfaces without visible joints or seams on exposed faces or stile edges.
 - 1. For single-acting swinging detention doors, bevel both vertical edges 1/8 inch in 2 inches.
- B. Core Construction: Provide the following core construction of same material as detention door face sheets, welded to both detention door faces:

1. Steel-Stiffened Core: 0.042-inch-thick, steel vertical stiffeners extending full-door height, with vertical webs spaced not more than 4 inches apart, spot welded to face sheets a maximum of 3 inches o.c. Fill spaces between stiffeners with insulation.
 2. Truss-Stiffened Core: 0.013-inch-thick, steel, truncated triangular stiffeners extending between face sheets and for full height and width of door; with stiffeners welded to face sheets not more than 3 inches o.c. vertically and 2-3/4 inches horizontally. Fill spaces between stiffeners with insulation.
- C. Vertical Edge Channels: 0.123-inch-thick, continuous channel of same material as detention door face sheets, extending full-door height at each vertical edge; welded to top and bottom channels to create a fully welded perimeter channel. Noncontiguous channel is permitted to accommodate lock-edge hardware only if lock reinforcement is welded to and made integral with channel.
- D. Top and Bottom Channels: 0.123-inch-thick metal channel of same material as detention door face sheets, spot welded, not more than 4 inches o.c., to face sheets.
1. Reinforce top edge of detention door with 0.053-inch-thick closing channel, welded so channel web is flush with top door edges.
- E. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention door face sheets to comply with the following minimum thicknesses:
1. Full-Mortise Hinges and Pivots: 0.187 inch thick.
 2. Maximum-Security Surface Hinges: 0.250 inch thick.
 3. Strike Reinforcements: 0.187 inch thick.
 4. Lock Fronts, Concealed Holders, and Surface-Mounted Closers: 0.093 inch thick.
 5. All Other Surface-Mounted Hardware: 0.093 inch thick.
 6. Lock Pockets: 0.123-inch thick at non-inmate side, welded to face sheet.
- F. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware of same material as detention door face sheets, interconnected with UL-approved, 1/2-inch-diameter conduit and connectors.
1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6 inches o.c.
- G. Exterior Detention Doors: Construct exterior doors to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances indicated in NAAMM-HMMA 863 and as specified.
1. Security Grade 1: Provide doors with face sheets of 0.093-inch-minimum-thickness, metallic-coated, cold-rolled steel.

2.5 DETENTION FRAMES

- A. General: Provide fully welded detention frames with integral stops, of seamless construction without visible joints or seams. Fabricate detention frames with contact edges closed tight and corners mitered, reinforced, and continuously welded full depth and width of detention frame.
- B. Stop Height: Provide minimum stop height of 0.625 inch for detention door openings.
- C. Exterior Detention Frames: Construct exterior frames to comply with materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances indicated in NAAMM-HMMA 863 and as specified.
 - 1. Security Grade 1: Provide frames fabricated from 0.093-inch-minimum-thickness, metallic-coated, cold-rolled steel.
- D. Hardware Reinforcement: Fabricate reinforcing plates from same material as detention frame to comply with the following minimum thicknesses:
 - 1. Hinges and Pivots: 0.187 inch thick by 1-1/2 inches wide by 10 inches long.
 - 2. Strikes, Flush Bolts, and Closers: 0.187 inch thick.
 - 3. Surface-Mounted Hardware: 0.093 inch thick.
 - 4. Lock Pockets: 0.123 inch thick at non-inmate side, welded to face sheet. Provide 0.123-inch-thick, lock protection plate for attachment to lock pocket with security fasteners.
- E. Hardware Enclosures: Provide enclosures and junction boxes for electrically operated detention door hardware, interconnected with UL-approved, 1/2-inch-diameter conduit and connectors.
 - 1. Access Plates: Where indicated for wiring installation, provide access plates to junction boxes, fabricated from same material and thickness as face sheet and fastened with at least four security fasteners spaced not more than 6 inches o.c.
 - 2. Postinstalled Anchors: Minimum 1/2-inch-diameter concealed bolts with expansion shields or inserts. Provide conduit spacer from detention frame to wall, welded to detention frame. Reinforce detention frames at anchor locations.
- F. Grout Guards: Provide factory-installed grout guards of same material as detention frame, welded to detention frame at back of hardware cutouts, silencers, and glazing-stop screw preparations to close off interior of openings and prevent mortar or other materials from obstructing hardware operation or installation.

2.6 MATERIALS

- A. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, CS (Commercial Steel), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- B. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, CS (Commercial Steel), Type B.

- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, CS (Commercial Steel), Type B; with G60 zinc (galvanized) or A60 zinc-iron-alloy (galvannealed) coating designation.
- D. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- E. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.
- F. Masonry Anchors: Fabricated from same steel sheet as door face.
- G. Embedded Anchors: Fabricated from mild steel shapes and plates, hot-dip galvanized according to ASTM A 153/A 153M.
- H. Post-Installed Anchors: Torque-controlled expansion anchors.
 - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.
 - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.
- I. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- J. Glazing: Comply with Section 088853 "Security Glazing."
- K. Grout: Comply with ASTM C 476, with a slump of not more than 4 inches as measured according to ASTM C 143/C 143M.
- L. Insulation: Slag-wool-fiber/rock-wool-fiber or glass-fiber blanket insulation. ASTM C 665, Type I (unfaced); with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics. Minimum 1.5-lb/cu. ft. density.

2.7 FABRICATION

- A. Fabricate detention doors and frames rigid, neat in appearance, and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Weld exposed joints continuously; grind, fill, dress, and make smooth, flush, and invisible. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Tolerances: Fabricate detention doors and frames to comply with manufacturing tolerances indicated in NAAMM-HMMA 863.
- C. Removable Jamb Faces: Provide removable jamb faces where required for access to embedded anchors. Fabricate to allow secure reattachment of removable face with security fasteners.
- D. Fabricate multiple-opening detention frames with mullions that have closed tubular shapes and with no visible seams or joints.

- E. Exterior Detention Doors: Provide weep-hole openings in bottoms of detention doors to permit entrapped moisture to escape. Seal joints in top edges of detention doors against water penetration.
- F. Hardware Preparation: Factory prepare detention doors and frames to receive mortised hardware, including cutouts, reinforcement, mortising, drilling, and tapping, according to final Door Hardware Schedule and templates provided by detention door hardware supplier.
 - 1. Reinforce detention doors and frames to receive surface-mounted door hardware. Drilling and tapping may be done at Project site.
 - 2. Locate door hardware according to NAAMM-HMMA 863.
- G. Factory cut openings in detention doors.
- H. Weld components to comply with referenced AWS standard. Weld before finishing components to greatest extent possible. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.

2.8 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Finish detention doors and frames after assembly.

2.9 METALLIC-COATED STEEL SHEET FINISHES

- A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and apply galvanizing repair paint, complying with SSPC-Paint 20, to comply with ASTM A 780.
- B. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mil.
 - 1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10 acceptance criteria; recommended by primer manufacturer for zinc-coated steel; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

2.10 STEEL SHEET FINISHES

- A. Surface Preparation: Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning" or SSPC-SP 8, "Pickling".

- B. Factory Priming for Field-Painted Finish: Apply shop primer specified in "Shop Primer" Subparagraph below immediately after surface preparation and pretreatment. Apply a smooth coat of even consistency to provide a uniform dry film thickness of not less than 0.7 mil.
 - 1. Shop Primer: Manufacturer's or fabricator's standard, fast-curing, corrosion-inhibiting, lead- and chromate-free, universal primer complying with SDI A250.10 acceptance criteria; compatible with substrate and field-applied finish paint system indicated; and providing a sound foundation for field-applied topcoats despite prolonged exposure.

2.11 SECURITY FASTENERS

- A. Operable only by tools produced by fastener manufacturer or other licensed fabricator for use on specific fastener type. Provide drive-system type, head style, material, and protective coating as required for assembly, installation, and strength, and as follows:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Acument Global Technologies; Acument Intellectual Properties, LLC.
 - b. Bryce Fastener.
 - c. Safety Socket LLC.
 - d. Tamperproof Screw Co., Inc.
 - e. Tamper-Pruf Screws.
 - 2. Drive-System Type: Pinned Torx-Plus.
 - 3. Fastener Strength: 120,000 psi.
 - 4. Socket Button Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835.
 - b. Stainless steel, ASTM F 879, Group 1 CW.
 - 5. Socket Flat Countersunk Head Fasteners:
 - a. Heat-treated alloy steel, ASTM F 835.
 - b. Stainless steel, ASTM F 879, Group 1 CW.
 - 6. Socket Head Cap Fasteners:
 - a. Heat-treated alloy steel, ASTM A 574.
 - b. Stainless steel, ASTM F 837, Group 1 CW.
 - 7. Protective Coatings for Heat-Treated Alloy Steel:
 - a. Zinc and clear trivalent chromium where indicated.
 - b. Zinc phosphate with oil, ASTM F 1137, Grade I, or black oxide unless otherwise indicated.

2.12 SEALANTS

- A. Polyurethane Security Sealants: Manufacturer's standard, nonsag, tamper-resistant sealant for joints with low movement.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following or manufacturer approved by the Architect.:
 - a. Pecora Corporation.

2.13 ACCESSORIES

- A. Concealed Bolts: ASTM A 307, Grade A unless otherwise indicated.
- B. Embedded Plate Anchors: Fabricated from mild steel shapes and plates, minimum 3/16 inch thick; with minimum 1/2-inch-diameter, headed studs welded to back of plate.
- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention frame connections before detention frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Inspect embedded plate installations before installing detention frames to verify that plate installations comply with requirements. Prepare inspection reports.
 - 1. Remove and replace plates where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
 - 2. Perform additional inspections to determine compliance of replaced or additional work.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install detention doors and frames plumb, rigid, properly aligned, and securely fastened in place, complying with Drawings, schedules, and manufacturer's written recommendations.
- B. Placing Detention Frames: Install detention frames of sizes and profiles indicated. Set detention frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - 1. Embedded Anchors: Remove jamb faces from detention frames and set detention frames into opening. Weld steel connector angle to frame angle and to embedded plate with 1-inch-long welds at each end of connector angle to form a rigid frame assembly that is solidly anchored. Reinstall jamb faces using security fasteners.
 - 2. Postinstalled Anchors: Install bolt. After bolt is tightened, weld bolt head to provide nonremovable condition. Grind, dress, and finish smooth welded bolt head.
 - 3. Install detention frames with removable stops located on non-inmate side of opening.
- C. Grout: Fully grout detention frame jambs and heads. Completely fill space between frames and adjacent substrates. Hand trowel grout and take other precautions, including bracing detention frames, to ensure that frames are not deformed or damaged by grout forces.
- D. Security Sealant: Apply epoxy security sealant at all exposed gaps between detention frames and adjacent substrates.
- E. Swinging Detention Doors: Fit non-fire-rated detention doors accurately in their frames, with the following clearances:
 - 1. Between Doors and Frames at Jambs and Head: 1/8 inch.
 - 2. Between Edges of Pairs of Doors: 1/8 inch.
 - 3. At Door Sills with Threshold: 3/8 inch.
 - 4. At Door Sills without Threshold: 3/4 inch.
 - 5. Between Door Bottom and Nominal Surface of Floor Covering: 1/2 inch.
- F. Installation Tolerances: Comply with installation tolerances indicated in NAAMM-HMMA 863.

3.3 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.
- B. Detention work will be considered defective if it does not pass tests and inspections.
- C. Perform additional inspections to determine compliance of replaced or additional work.
- D. Prepare field quality-control certification endorsed by Detention Specialist that states installed products comply with requirements in the Contract Documents.

- E. Prepare test and inspection reports.
- F. Coordinate finish coat paint to be used.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including detention doors and frames that are warped, bowed, or otherwise unacceptable.
- B. Clean grout and other bonding material off detention doors and frames immediately after installation.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780.
- D. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
 - 1. After finishing smooth field welds, apply air-drying primer.

END OF SECTION 083463

SECTION 087163 - DETENTION DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes detention door hardware for
 - 1. Swinging detention doors.

1.3 COORDINATION

- A. Templates: Obtain and distribute, to the parties involved, templates for detention doors, frames, and other work specified to be factory prepared for installing detention door hardware.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Inspect and discuss power and control system roughing-in and other preparatory work performed by other trades.
 - 2. Review sequence of operation for each type of detention door hardware.
 - 3. Review and finalize a construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Certifying procedures.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of detention door hardware.
- B. Shop Drawings: For each type of detention door hardware.
 - 1. Include plans, elevations, sections, and attachment details.
- C. Detention Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware as well as installation procedures and wiring diagrams. Coordinate the Detention Door Hardware Schedule with detention doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of detention door

hardware.

1. Integrate detention door hardware indicated in " Door and Frame Schedule" Article into Project's final Detention Door Hardware Schedule and indicate complete designations of every item required for each detention door and opening.
2. Indicate security level of each item.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer, supplier and Architectural Hardware Consultant.
- B. Product Certificates: For each type of detention door hardware.
- C. Product Test Reports: For each type of detention lock and latch and security door closer, for tests performed by a qualified testing agency.
- D. Examination reports documenting inspections of substrates, areas, and conditions.
- E. Anchor inspection reports documenting inspections of built-in and cast-in anchors.
- F. Field quality-control reports documenting inspections of installed products.
 1. Field quality-control certification signed by Contractor.
- G. Sample Warranties: For special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For detention door hardware to include in emergency, operation, and maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of detention door hardware.
- B. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of detention door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper detention door hardware operation. Provide parts and supplies the same as those used in the manufacture and installation of original equipment.
- C. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Detention Door Hardware: See Detention Hardware Set "01".

2. Security Fasteners: Furnish not less than one box for every 50 boxes or fraction thereof, of each type and size of security fastener installed.
3. Tools: Provide two sets of tools for installing and removing security fasteners.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer and an authorized representative of detention door hardware manufacturer for installation and maintenance of units required for this Project.
- B. Supplier Qualifications: Detention door hardware supplier with warehousing facilities in Project's vicinity who is, or employs, a qualified Architectural Hardware Consultant or a Detention Hardware Scheduler with a minimum of ten years' experience, available during the course of the Work to consult with Contractor, Architect, and Owner about detention door hardware and keying.
 1. Detention Door Hardware Supplier Qualifications: An experienced detention door hardware supplier who has completed projects with electrically powered detention door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
 - a. Engineering Responsibility: Prepare data for electrically powered detention door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
 - b. Scheduling Responsibility: Preparation of Detention Door Hardware.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Inventory detention door hardware on receipt and provide secure lockup for detention door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the Detention Door Hardware Schedule and include basic installation instructions with each item or package.

1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of detention door hardware that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of operators and detention door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering or detention use.

2. Warranty Period: Three years from date of Substantial Completion.
3. Warranty Period for Security Door Closers: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Swinging Detention Door Assemblies: Provide detention door hardware as part of a detention door assembly that complies with security grade indicated, when tested according to ASTM F 1450, based on testing manufacturer's standard units in assemblies similar to those indicated for this Project.
 1. Tool-Attack Resistance: Comply with small-tool-attack-resistance rating when tested according to UL 1034 and UL 437.

2.2 DETENTION DOOR HARDWARE, GENERAL

- A. Provide detention door hardware for each door as scheduled in "Door and Frame Schedule" Article to comply with requirements in this Section.
 1. Detention Door Hardware Sets: Provide quantity, item, size, finish, or color indicated.
- B. Source Limitations: Obtain mechanical detention door hardware from same manufacturer as that of electrically powered or pneumatic detention door hardware.
- C. Regulatory Requirements:
 1. Where indicated to comply with accessibility requirements, comply with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines ICC A117.1.

2.3 DETENTION HINGES, GENERAL

- A. Standard for Electric Detention Hinges: UL 634.
- B. Detention Doors with Security Closers: Unless otherwise indicated, provide antifriction-bearing detention hinges.
- C. Detention Hinge Base Metal: Unless otherwise indicated, provide the following:
 1. Stainless steel, with stainless-steel pin.
- D. Fastening: Comply with the following:

2.4 DETENTION HINGES

- A. Detention Hinges: Heavy weight, anti-friction bearings; fabricated from cast 304 stainless-steel; with integral cast anti-shear studs on each leaf, non-removable fully concealed welded in-place

stainless steel pins, hospital tips, full mortise.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Northwest Specialty Hardware (NWSH); Series NW 645 FMST or comparable product by one of the following:
 - a. Brink, R. R. Locking Systems, Inc. (RRB); Model No. 4-1/2-ICS.
 - b. Hager Companies (HAG); Model No. HB9530-IHT-NRP-SH.
 - c. Southern Folger Detention Equipment Company (SF);
 - 1) Folger Adam Model No. 4-1/2FM-ICS,
 - 2) Southern Steel Model No. 204FMSS-ICS.
2. Leaves: Drilled for countersunk security fasteners.
3. Size: Minimum 4-1/2 by 4-1/2 inches by 0.188 inch.
4. Security Grade: 1 according to ASTM F 1758.
5. Finish: BHMA 630.

2.5 DETENTION DOOR PUSH / PULL

- A. Detention Door Push Plate and Pull: Heavy weight, stainless steel construction.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Northwest Specialty Hardware (NWSH); Series NW 601 and NW 701 or comparable product by one of the following:
 - a. Brink, R. R. Locking Systems, Inc. (RRB).
 - b. Hager Companies (HAG).
 - c. Southern Folger Detention Equipment Company (SF).

2.6 MECHANICAL DETENTION LOCKS AND LATCHES

- A. General: Existing locks are to be reused.

2.7 DETENTION CYLINDERS AND KEYING

- A. General: Existing cylinders to be reused.

2.8 SWITCHES

- A. General: Provide switches configured with type of contacts required for functions indicated.
- B. Concealed, Magnetic Door Position Switches: Consisting of switch contacts mortised into head of detention door frame and actuating magnet mortised into the edge of the door; switch fully concealed when door is in closed position; 24 VAC; factory wired with plug connector. Action of door activates switch. Wire in series with lock monitors. Attach with security fasteners.

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1. Basis-of-Design Product: Subject to compliance with requirements, provide Folger Adam (FA) Series ASSW-105A or comparable product by one of the following:
 - a. R.R. Brink Locking Systems, Inc. (RRB); Series 201020
 - b. Southern Folger Detention Equipment Company (SF);
 - 1) Southern Steel (SS); Series 200MRS.

2.9 SECURITY DOOR CLOSERS

- A. Standard: BHMA A156.4, Grade 1.

1. Certified Products: Provide security door closers listed in BHMA's "Directory of Certified Products."

- B. Concealed Security Door Closers: Install at frames with 4" head.

1. Products: Subject to compliance with requirements, provide the following:
 - a. LCN Closers, an Allegion company (LCN); Series 2210.
2. Construction: Forged-steel arm; security roller; with track concealed in head of detention door, designed to eject foreign objects during opening and closing; fabricated with joints designed to prevent disassembly with ordinary hand tools. Closer arm and track fully concealed when door is closed.
3. Cover Plates: Heavy-duty metal, attached with security fasteners.

- C. Security Door Closers:

1. Products: Subject to compliance with requirements, provide the following:
 - a. LCN Closers, an Allegion company (LCN); Series 4040XP.
2. Construction: Forged-steel arm.
3. Cover Plates: Heavy-duty metal, attached with security fasteners.

- D. Unit Size: Unless otherwise indicated, comply with manufacturer's written recommendations for size of security door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

2.10 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hager Companies.

- b. National Guard Products, Inc.
- c. Pemko; an ASSA ABLOY Group Company.

2.

- B. Maximum Air Leakage: When tested according to ASTM E283 with tested pressure differential of 0.3-inch wg, as follows:
 - 1. Gasketing on Single Doors: 0.3 cfm/sq. ft. of door opening.
- C. Rigid, Housed, Perimeter Gasketing: Silicone bulb gasket material held in place by housing; fastened to frame stop with screws.
 - 1. Housing Material: Aluminum.

2.11 THRESHOLDS

- A. Thresholds: BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Hager Companies.
 - b. National Guard Products, Inc.
 - c. Pemko; an ASSA ABLOY Group Company.
 - d. Reese Enterprises, Inc.
 - e. Zero International; an Allegion brand.
 - 2.
- B. Compressing-Top Thresholds: Metal member with compressible vinyl seal on top of threshold that seals against bottom of door; and base metal of aluminum.
- C. Saddle Thresholds:/
 - 1. Type: Thermal break and fluted top.
 - 2. Base Metal: Aluminum.

2.12 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise approved by Architect.
- B. Base Metals: Produce detention door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified detention door hardware units and BHMA A156.18 finishes.

- C. Fasteners: Provide flat-head security fasteners with finished heads to match surface of detention door hardware.
1. Security Fasteners: Fabricate detention door hardware using security fasteners with head style appropriate for fabrication requirements, strength, and finish of adjacent materials. Provide stainless-steel security fasteners in stainless-steel materials.
 2. Concealed Fasteners: For detention door hardware units that are exposed when detention door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching detention door hardware.
- Where using through bolts on hollow-metal detention door and frame construction, provide sleeves for each through bolt.
3. Spacers Bolts: For through bolting of hollow-metal detention doors.
- D. Detention Lock Construction: Fabricate detention lock case and cover plate from steel plate. Fabricate bolts from solid sections; laminated construction is unacceptable.

2.13 HARDWARE FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. BHMA Designations: Comply with base material and finish requirements indicated by the following:
1. BHMA 600: Primed for painting, over steel base metal.
 2. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.
 3. BHMA 630: Stainless steel, satin, over stainless-steel base metal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine detention doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations of detention door hardware connections before detention door hardware installation.
- C. Inspect built-in and cast-in anchor installations, before installing detention door hardware, to verify that anchor installations comply with requirements. Prepare inspection reports.

1. Remove and replace anchors where inspections indicate that they do not comply with specified requirements. Reinspect after repairs or replacements are made.
 2. Perform additional inspections to determine compliance of replaced or additional work.
- D. Verify locations of detention door hardware with those indicated on Shop Drawings.
- E. Examine roughing-in for electrical power systems to verify actual locations of connections before detention door hardware installation.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Detention Doors and Frames: Comply with BHMA A156.115 Series.
1. Surface-Applied Detention Door Hardware: Drill and tap detention doors and frames according to SDI A250.6.

3.3 INSTALLATION

- A. Mounting Heights: Mount detention door hardware units at heights indicated in DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
- B. Install each detention door hardware item to comply with Shop Drawings and manufacturer's written instructions. Where cutting and fitting are required to install detention door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.
1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Install interconnecting wiring and connectors between detention door hardware devices. Terminate device wiring for detention door hardware installed in swinging doors at a plug-type connector located in lock pocket or door frame junction box.
- D. Security Fasteners: Install detention door hardware using security fasteners with head style appropriate for installation requirements, strength, and finish of adjacent materials.

3.4 FIELD QUALITY CONTROL

- A. Inspect installed products to verify compliance with requirements. Prepare inspection reports and indicate compliance with and deviations from the Contract Documents.

- B. Perform the following tests and inspections:
 - 1. Verify that lock bolts engage strikes with required bolt projection.
 - 2. Verify that detention door hardware is installed, connected, and adjusted according to the Contract Documents.
- C. Detention work will be considered defective if it does not pass tests and inspections.
- D. Perform additional inspections to determine compliance of replaced or additional work.
- E. Prepare field quality-control certification endorsed by Detention Specialist that states installed products comply with requirements in the Contract Documents.
- F. Prepare test and inspection reports.

3.5 ADJUSTING

- A. Adjust and check each operating item of detention door hardware and each detention door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust detention door-control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 - 1. Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.

3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by detention door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that detention door hardware is without damage or deterioration at time of Substantial Completion.

END OF SECTION 087163

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates.
 - 1. Galvanized metal.
- B. Related Requirements:
 - 1. Section 099123 "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 DEFINITIONS

- A. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Benjamin Moore & Co.
 - 2. ICI Paints.
 - 3. M.A.B. Paints.
 - 4. PPG Architectural Finishes, Inc.
 - 5. Sherwin-Williams Company (The). Specified as Basis of Design in the Exterior Painting Schedule.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- D. Colors: As selected by Architect from manufacturer's full range.

2.3 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.

2.4 SOLVENT-BASED PAINTS

- A. Alkyd, Exterior, Semi-Gloss (Gloss Level 5): MPI #94.

2.5 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Masonry (Clay and CMU), or Portland Cement Plaster: 12 percent.
- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured.

- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Paint entire exposed surface of window frames and sashes.
 - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view: Equipment, including panelboards, metal piping, plastic piping, pipe hangers and supports, metal conduit, plastic conduit and tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Concrete Masonry Units (CMU):
 - 1. Exterior Waterproofing Masonry Coating Over Acrylic Block Surfer
 - a. Prime Coat: S-W Loxon Acrylic Block Surfer
 - b. Intermediate Coat: S-W Loxon XP Waterproofing Masonry Coating.
 - c. Topcoat: S-W Loxon XP Waterproof Masonry Coating
- B. Galvanized-Metal Substrates:

1. Exterior Alkyd Enamel Over Acrylic Primer System
 - a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat MPI #107 indicated.
 - 1) S-W ProIndustrial ProCryl Universal Acrylic Primer, B66W00310
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #147
 - 1) S-W Pro Industrial Acrylic Semi-Gloss, B66W00651

C. Concrete Substrates, Nontraffic Surfaces:

1. Latex System MPI EXT 3.1A:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, low sheen (MPI Gloss Level 3-4), MPI #15.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.

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2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Benjamin Moore & Co.
 2. ICI Paints.
 3. M.A.B. Paints.
 4. PPG Architectural Finishes, Inc.
 5. Sherwin-Williams Company (The). Specified as Basis of Design in the Interior Painting Schedule.

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction.
 1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Dry-Fog Coatings: 400 g/L.
 4. Primers, Sealers, and Undercoaters: 200 g/L.
 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
 7. Pretreatment Wash Primers: 420 g/L.
 8. Floor Coatings: 100 g/L.
 9. Shellacs, Clear: 730 g/L.

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10. Shellacs, Pigmented: 550 g/L.

- D. Colors: See color schedule at end of this section. For items not listed in schedule: as selected by Architect from manufacturer's full range.

2.3 METAL PRIMERS

- A. Primer, Alkyd, Anti-Corrosive, for Metal: MPI #79.

2.4 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
B. Latex, Interior, (Gloss Level 3): MPI #52.
C. Latex, Interior, High Performance Architectural, (Gloss Level 3): MPI #139.

2.5 SOLVENT-BASED PAINTS

- A. Alkyd, Interior, Gloss (Gloss Level 6): MPI #48.

2.6 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

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- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
 - 6. Color of exposed conduits, piping, ductwork, etc to match wall or ceiling color.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed in occupied spaces:

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- a. Metal piping.
 - b. Plastic piping.
 - c. Pipe hangers and supports.
 - d. Metal conduit.
 - e. Plastic conduit.
 - f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - g. Other items as directed by Architect.
2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 1. System:
 - a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #.107
 - b. Intermediate Coat: Alkyd, interior, matching topcoat.
 - c. Topcoat: Alkyd, interior, gloss (Gloss Level 6), MPI #.139
 - d. Prime Coat: Primer, rust-inhibitive, water based:

NORTHPOINT TRAINING CENTER
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- 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, at 5.0 to 10.0 mils wet, 2.0 to 4.0 mils dry.
- e. Intermediate Coat: Light industrial coating, interior, water based, matching topcoat.
- f. Topcoat: Light industrial coating, interior, water based, eggshell:
 - 1) S-W Pro Industrial Pre-Catalyzed Water Based Epoxy, K45-151 Series, at 4.0 mils wet, 1.5 mils dry, per coat.

B. Concrete Substrates:

1. High-Performance Architectural Latex System:
 - a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
 - b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
 - c. Topcoat: Latex, interior, high performance architectural (Gloss Level 3), MPI #139.

END OF SECTION 099123

NORTHPOINT TRAINING CENTER FIRE DOOR REPLACEMENT

PROJECT NUMBER
#DO-785-200011394

NORTHPOINT TRAINING CENTER
BURGIN, KY.


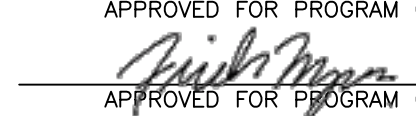
COMMONWEALTH of KENTUCKY

ANDY BESHEAR, GOVERNOR

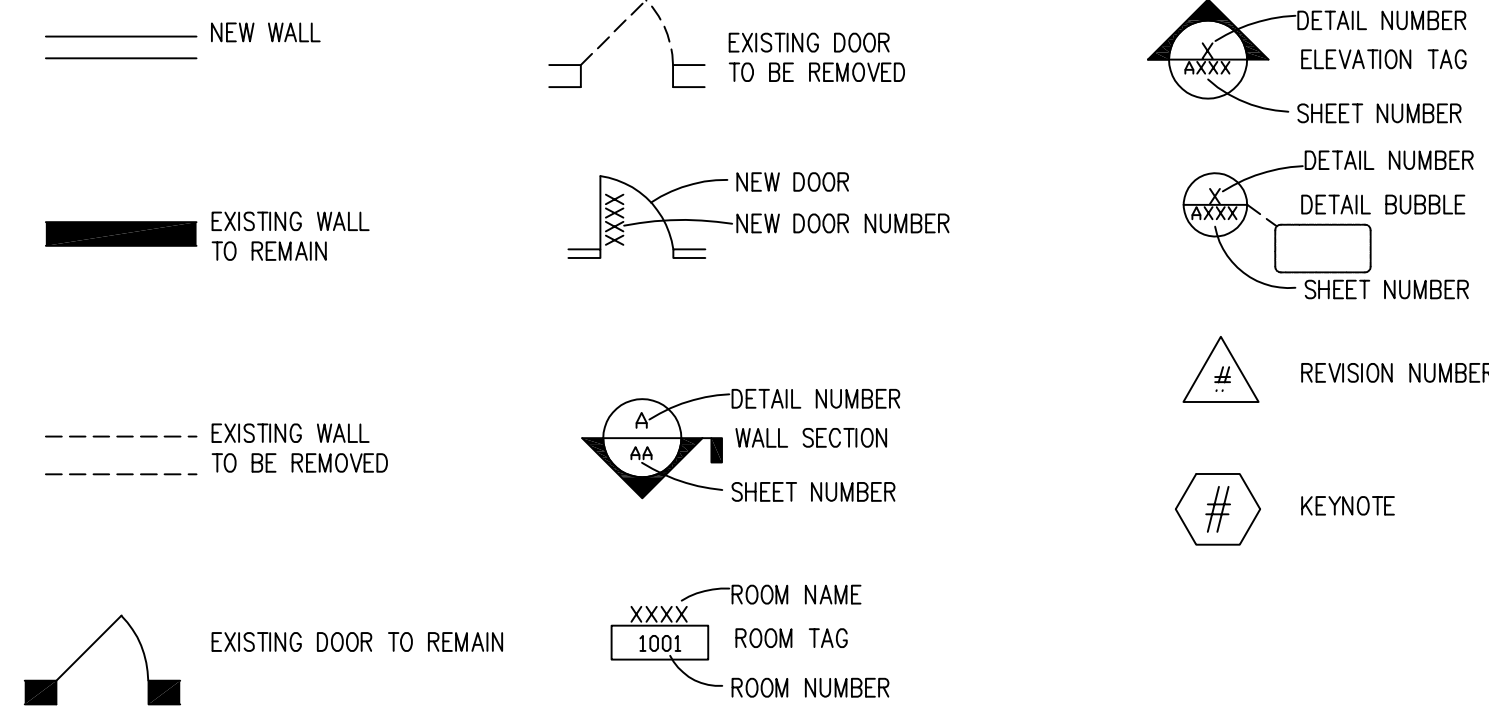
DEPARTMENT for FACILITIES and SUPPORT SERVICES
DIVISION of ENGINEERING and CONTRACT ADMINISTRATION
AGENCY: DEPARTMENT OF CORRECTIONS

Final C

DRAWING INFORMATION		NORTHPOINT TRAINING CENTER FIRE DOOR REPLACEMENT	
A&E FILE NO.	1931-4111-70	DRAWING NO.	
DRAWING DATE	02/02/21	COVER SHEET AND INDEX OF DRAWINGS	
DRAWN BY	HWS	ACCOUNT NO.	COMMONWEALTH OF KENTUCKY FINANCE AND ADMINISTRATION CABINET DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION FRANKFORT, KENTUCKY
CHECKED BY	RAITS	CS	
RTA DATE		DECA REVIEWED	
AS BUILT DATE		DATE 2/8/2021	
		FOR INTENT ONLY	
		DECA LOG #	
		A1C-8957	
		2-9-21	
		DATE 2/11/2021	
		DATE	

 1950 HAGGARD COURT LEXINGTON, KENTUCKY 40505 (858) 299-5226	
AGENCY AUTHORIZED AGENT Tony Waddell APPROVED FOR PROGRAM CONCEPT ONLY	DATE
DIVISION OF ENGINEERING  APPROVED FOR PROGRAM CONCEPT ONLY	DATE

GRAPHIC SYMBOLS



SHEET INDEX

CS	COVER SHEET
G100	SHEET INDEX, GENERAL NOTES, LOCATION MAP, GRAPHIC SYMBOLS
A100	OPENING SCHEDULE AND DETAILS

GENERAL NOTES

- DRAWINGS ARE INTENDED TO OUTLINE THE GENERAL SCOPE OF WORK.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING ANY WORK. CONDITIONS FOUND TO BE IN VARIANCE FROM THE INFORMATION ON THE DRAWINGS OR PROJECT MANUAL SHALL BE SUBMITTED TO THE ARCHITECT FOR CLARIFICATION.
- CONTRACTOR SHALL FIELD VERIFY ACTUAL LOCATIONS OF EXISTING UNDERGROUND UTILITIES, STRUCTURE, WATER LINES, STORM LINES AND SANITARY LINES AND ELECTRICAL CONDUIT PRIOR TO PERFORMING EXCAVATION OR UTILITY WORK. ENGAGE THE SERVICE OF A PRIVATE UTILITY LOCATE COMPANY, IF NECESSARY, TO LOCATE EXISTING UNDERGROUND UTILITIES AND STRUCTURES.
- CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, REGULATIONS, ORDINANCES AND REFERENCED STANDARDS.
- DIMENSIONS ARE TO FACE OF CONCRETE, FACE OF MASONRY, FACE OF INTERIOR STUDS OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
- IF DIMENSIONS CANNOT BE DETERMINED BY INFORMATION GIVEN OR BY FIELD VERIFICATION, CONTRACTOR SHALL REQUEST CLARIFICATION FROM THE ARCHITECT. DO NOT SCALE DRAWINGS TO OBTAIN DIMENSIONS.
- ALL PENETRATIONS THROUGH WALLS OF FIRE-RESISTIVE CONSTRUCTION SHALL BE SEALED WITH FIRESTOPPING MATERIALS AS REQUIRED TO ACHIEVE THE FIRE-RESISTANCE RATING OF THE WALL AND PREVENT THE PASSAGE OF SMOKE.
- CONTRACTOR SHALL SEAL ALL JOINTS AND PENETRATIONS IN EXTERIOR WALL ASSEMBLIES TO PROVIDE A WEATHER-TIGHT BUILDING ENVELOPE TO MINIMIZE AIR INFILTRATION.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL MISCELLANEOUS BLOCKING HANGARS, SUPPORTS, AND ANCHORS REQUIRED FOR INSTALLATION OF ALL BUILDING COMPONENTS, INCLUDING BUT NOT LIMITED TO FIXTURES, EQUIPMENT, HARDWARE, AND BRACKETS. CONTRACTOR SHALL COORDINATE SPECIFIC REQUIREMENTS ASSOCIATED WITH EACH TRADE.
- WHERE CONSTRUCTION ITEMS ARE INDICATED FOR REMOVAL, CONTRACTOR SHALL REMOVE THE ITEMS AND ALL ASSOCIATED FASTENERS, BRACKETS, MECHANICAL AND ELECTRICAL CONNECTIONS BACK BELOW FACE OF WALL, CEILING AND/OR FLOOR, AND THEN PATCH THE SURFACES THAT WILL REMAIN AND BE VISIBLE AT THE COMPLETION OF THE NEW WORK, UNLESS NOTED OTHERWISE.
- OWNER HAS FIRST SALVAGE RIGHTS TO EXISTING ITEMS WHICH ARE REMOVED. REMOVE AND LEGALLY DISPOSE OF ALL ITEMS THE OWNER DOES NOT WANT. SALVAGED ITEMS THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES SHALL BE REPLACED WITH NEW ITEMS TO MATCH EXISTING.
- ALL BUILDING SURFACES DAMAGED, AND OPENINGS LEFT BY REMOVAL OF BOXES, PIPING OR OTHER EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR. ALL HOLES LEFT IN JUNCTION BOXES, SWITCHES, PANELS, ETC., SHALL BE CLOSED.
- WHERE NEW OPENINGS ARE CUT AND CONCEALED CONDUIT, ETC., ARE ENCOUNTERED, THEY SHALL BE REMOVED (IF ABANDONED) OR RELOCATED AS DIRECTED BY ARCHITECT. WHERE CONDUIT AND ELECTRICAL DEVICES ARE TO BE REMOVED, THEY SHALL BE REMOVED TO THE POINT WHERE THE FINISH SURFACES CAN BE PATCHED TO MATCH ADJACENT SURFACE.
- FILL ALL HOLES WHERE FASTENERS HAVE BEEN REMOVED IN SURFACES THAT WILL BE EXPOSED.
- PATCH AND REPAIR ALL EXISTING WALL AND FLOOR CONSTRUCTION DAMAGED DUE TO WORK ACTIVITIES, TO MATCH EXISTING ADJACENT FINISH SURFACES.
- REMOVE EXISTING ELECTRICAL SYSTEMS, MATERIALS, AND EQUIPMENT WHICH ARE DAMAGED, MADE OBSOLETE OR WHICH INTERFERE WITH THE CONSTRUCTION OF THE PROJECT. REINSTALL ANY SUCH SYSTEMS, MATERIALS & EQUIPMENT WHICH IS REQUIRED TO COMPLETE THE PROJECT.
- WHERE EXISTING EQUIPMENT OR MATERIALS ARE REMOVED OR CHANGED, ALL BRANCH CONDUITS WHICH NO LONGER ARE IN SERVICE, SHALL BE REMOVED AS DIRECTED BY THE ARCHITECT. IF, IN THE COURSE OF THE WORK, OUTLETS ARE COVERED UP OR OTHERWISE RENDERED INACCESSIBLE, ALL WIRING TO SAME SHALL BE REMOVED TO THE SOURCE. IF A CIRCUIT THAT MUST REMAIN IN SERVICE IS INTERRUPTED THEREBY, IT SHALL BE RECONNECTED BY THE MOST INCONSPICUOUS MEANS SO AS TO REMAIN OPERATIONAL, WITH SAME CAPACITY AT THE COMPLETION OF THE NEW WORK.

**CAPITAL CONSTRUCTION MANAGEMENT BRANCH
KENTUCKY DEPARTMENT OF CORRECTIONS
RULES FOR CONTRACTORS**

Contractors, Contractors employees and Subcontractors doing work in the Kentucky Correctional Facilities, shall comply with the following rules. Rules and regulations are not limited to those listed below, and those pertaining to individual institutions may supersede these rules.

- All workers entering the institution MUST have a background check run and MUST be approved for entry by the Warden or Designee.
- All workers must complete PREA training on site before they will be allowed to work. (usually takes 30 minutes)
- The Contractor is solely responsible for on-site safety. All workers must conform to all OSHA requirements at all time. If site personnel become aware of any noncompliance by the Contractor, which poses a serious or imminent danger to the health or safety to any personnel, they shall notify the Contractor orally, and direct immediate initiation of corrective action. After receiving the Notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the site personnel may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to an equitable adjustment of the Contract price or an extension of the performance schedule by reason of the issuance of any stop work order.
- Construction vehicles shall be removed from the area inside the security fence as soon as they can be unloaded. For workers driving trucks, ensure that any tools, chemicals or glass are removed from the back of the truck and placed in the cab or other secure area prior to leaving the truck. This requirement applies anywhere on the prison property and at any time the truck is unattended.
- Workers shall secure cell phones in your vehicle. No cell phones are allowed on the yard area with exception of the Job Superintendent, the Warden or Designee MUST approve these in advance.
- Illegal Drugs and Alcohol are prohibited ANYWHERE on grounds, not even in locked vehicle.
- Tobacco products are not allowed in any of the facilities. The Institution may allow tobacco locked in vehicles (coordinate with the Institution prior to entering), but use of any tobacco products is prohibited on the grounds of the Institution.

- If workers take prescription medication, only bring what is required for the day, in its original container. The Warden or Designee MUST approve any medications taken inside the Institution in advance.
- Firearms or other weapons, including ammunition, are prohibited ANYWHERE on grounds, including in locked vehicles.
- If illegal substances or firearms are found in a vehicle of anyone working on a construction project, the State Police will be contacted
- No glass of ANY kind (I.E., glass or ceramic cups) allowed on the yard area.
- Personal cameras, radios, audio recorders, pagers or any other electronic devices are not permitted on the yard area. The Warden or Designee MUST approve any exceptions made for job-related necessity in advance.
- Personal correspondences, bills and the like are NOT permitted outside workers' locked vehicle (for their safety).
- Contact with offenders should be avoided at all times, except when working in conjunction with maintenance staff and inmates.
- An inventory shall be made of all tools taken on site by the Contractor prior to entry. Tools shall be inspected by the Institution's security and compared with the inventory upon both entrance and exit from the secure area.
- The Warden or Designee reserves the right to change or apply ANY rule they see fit to ensure the security of the Institution.

SCHEDULE OF WORK

- Contractor shall submit a proposed schedule of work for the project, to be discussed with and approved by the Using agency.
- Maximum work hours shall extend from 7:00 AM to 3:00 PM unless requested and approved by the Warden.

Final C

DRAWING INFORMATION		NORTHPOINT TRAINING CENTER FIRE DOOR REPLACEMENT			
A&E FILE NO.	1931-4111-70	DRAWING NO.			
DRAWING DATE	02/02/21	G100			
DRAWN BY	HWS	AS BUILT DATE			
CHECKED BY	RAITS	DECA LOG #			
PHASE		A1C-8958			
RTA DATE		REVISION HISTORY OF THIS DRAWING			
		1950 HAGGARD COURT LEXINGTON, KENTUCKY 40505 (858) 299-5226			
		DESCRIPTION OF REVISIONS	DATE	DESCRIPTION OF REVISIONS	DATE
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		2	6		
3	7				
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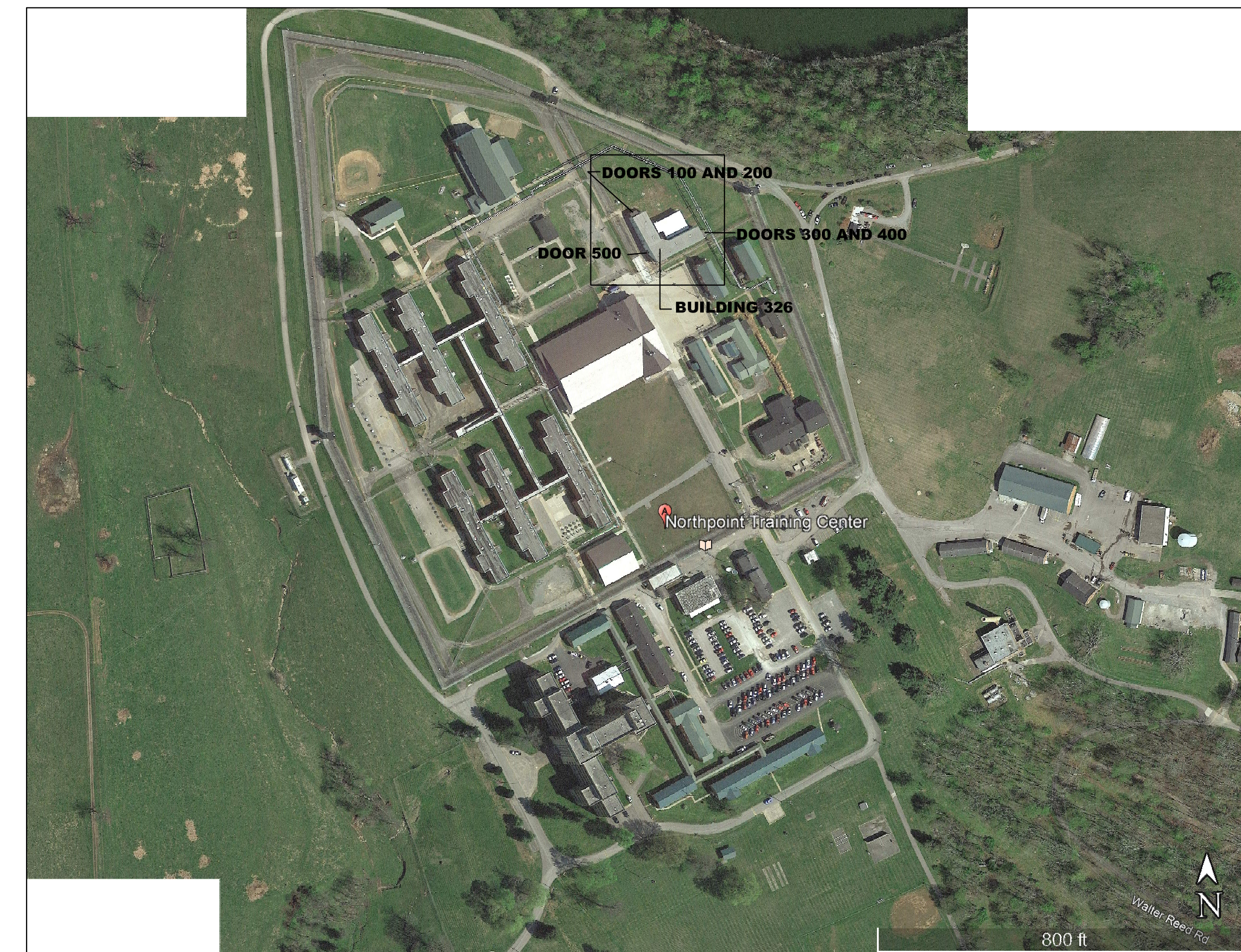
DOOR AND FRAME SCHEDULE

DOOR NUMBER	DOOR			FRAME									HARDWARE	LABEL	REMARKS	
	SIZE	DESCRIPTION		DESCRIPTION			DETAILS									
	WIDTH	HEIGHT	THKNESS	MATERIAL	GLAZING	ELEVATION	MATERIAL	DEPTH	GLAZING	ELEVATION	HEAD	JAMB	SILL			
100	3'-0"	6'-8"	ME	DHM	RE	1	DHM	ME	N/A	A/B	4	4	N/A	01	---	1,2
200	3'-0"	6'-8"	ME	DHM	RE	1	DHM	ME	N/A	A/B	4	4	N/A	01	---	1,2
300	3'-0"	6'-8"	ME	DHM	RE	1	DHM	ME	N/A	A/B	4	4	N/A	01	---	1,2
400	3'-0"	6'-8"	ME	DHM	RE	1	DHM	ME	N/A	A/B	4	4	N/A	01	---	1,2
500	4'-0"	7'-0"	ME	DHM	RE	2	DHM	ME	N/A	A/B	4	4	N/A	01	---	1,2

DOOR AND FRAME SCHEDULE LEGEND
M - METAL
HM - HOLLOW METAL
DHM - DETENTION HOLLOW METAL
ME - MATCH EXISTING
RE - REUSE EXISTING

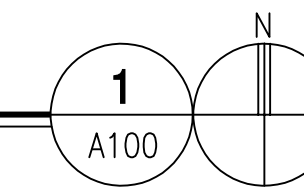
HARDWARE SET 01 EXTERIOR DOOR
Each to Receive:
3 EA HINGE NW645 FMST#30 Torx US32D NWSH
1 EA EXISTING JAMB LOCK US32D NWSH
1 EA LOOP PULL NW601 US32D NWSH
1 EA COMBO PULL NW 701 - TORX MS US32D NWSH
1 EA CLOSER 4040XP US32D LCN
1 EA THRESHOLD 896S-36" X TORX AL NGP
1 SET WEATHERSTRIP 1815A-3070 AL NGP
1 EA MAGNETIC DPS 200MRS TB US32D Southern Steel
1 EA DRIP 346 AL PEMKO

REMARKS
1. REUSE EXISTING MOGUL LOCK AND CYLINDER
2. GROUT FRAME SOLID



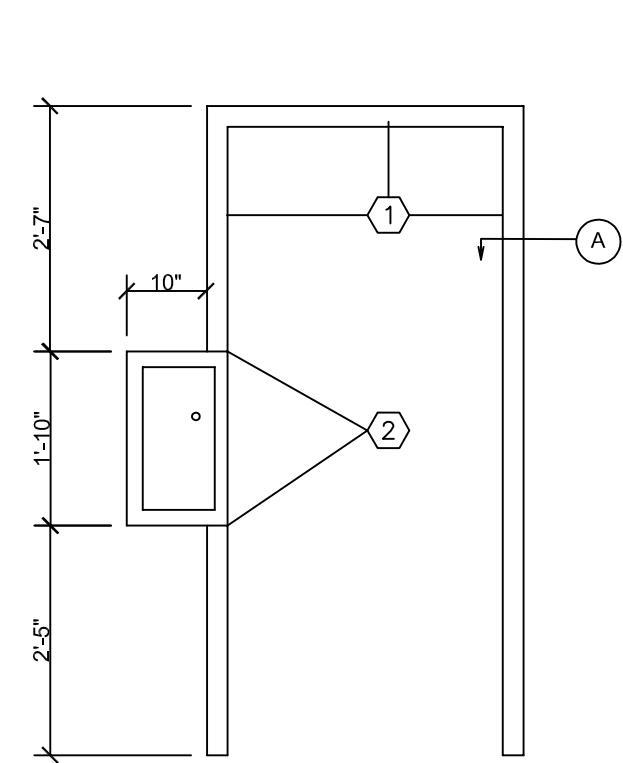
BUILDING LOCATION PLAN

SCALE: NTS

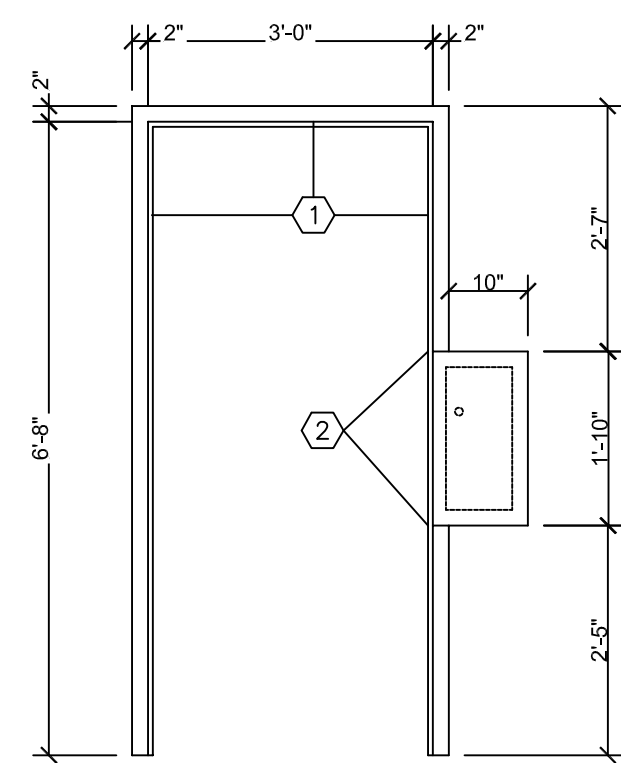


DEMOLITION NOTES (X)

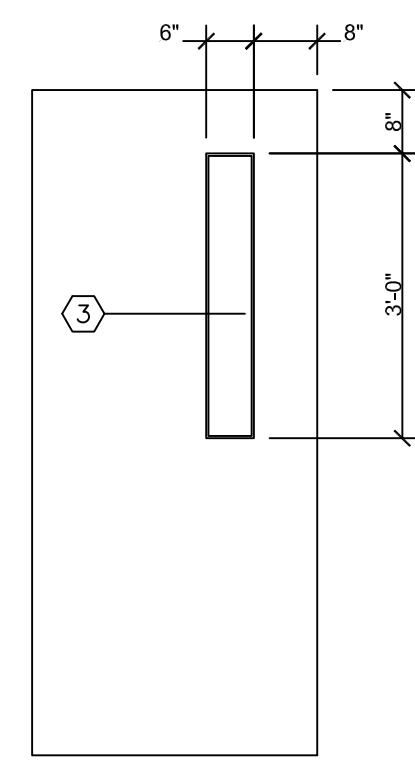
1. SAW CUT EXISTING FLUSH MOUNT FRAME FROM PRECAST CONCRETE WALL TIGHT TO FRAME. EXISTING LOCK POCKET TO REMAIN.
2. CUT FRAME AT TOP AND BOTTOM OF LOCK POCKET.
3. EXISTING PRECAST CONCRETE WALL.
4. SAW CUT AS CLOSE TO EXISTING FRAME AS POSSIBLE.



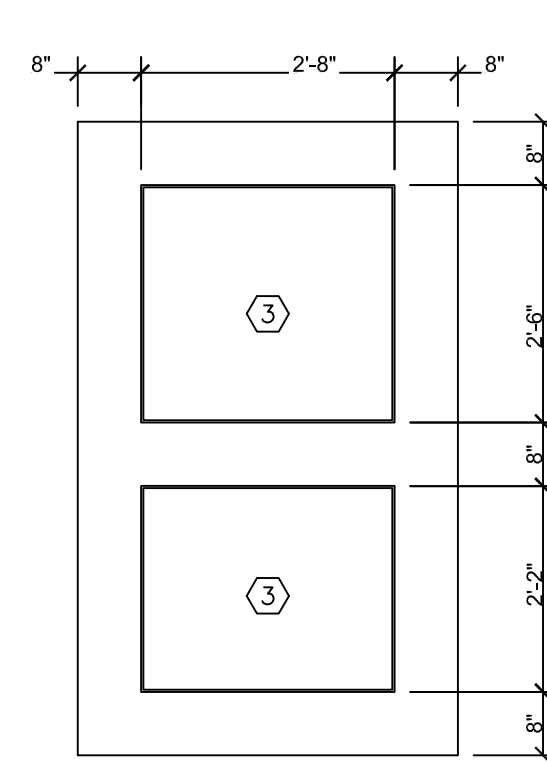
A TYP. INTERIOR FRAME ELEV



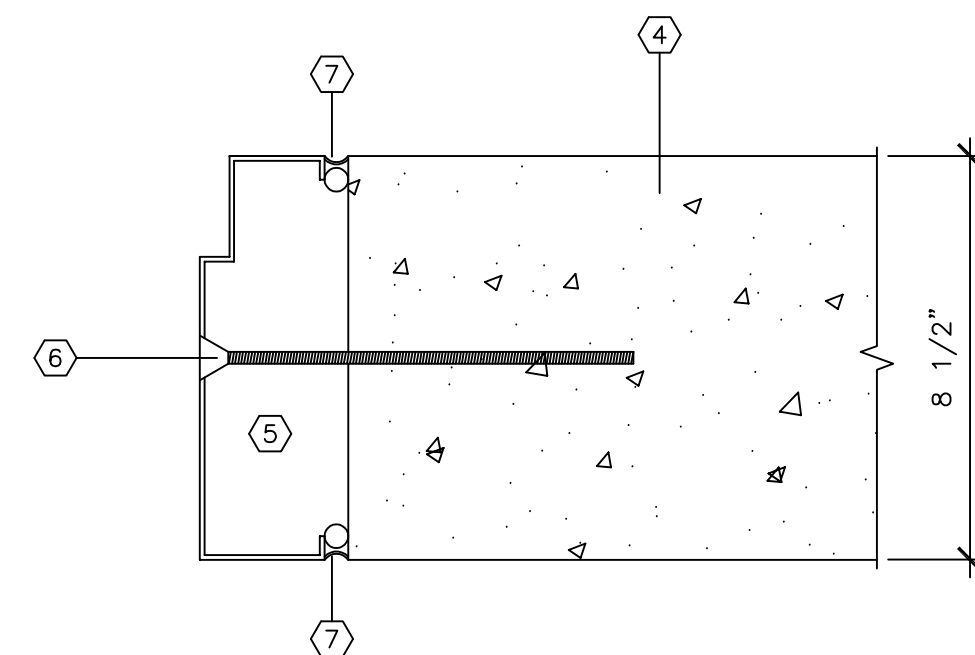
B TYP. EXTERIOR FRAME ELEV



1 DOOR ELEV



2 DOOR ELEV



TYPICAL JAMB/HEAD DETAIL

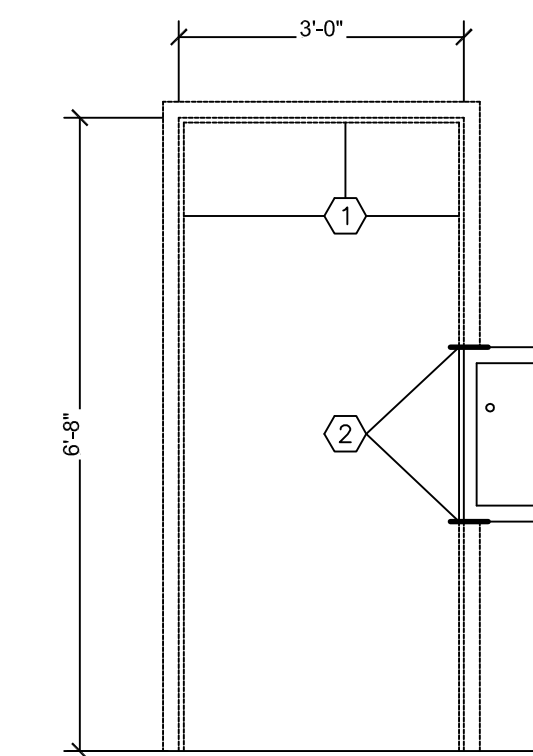
SCALE: NTS

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FRAME AND DOOR NOTES (X)

1. NEW DETENTION HOLLOW METAL FRAME.
2. WELD NEW FRAME TO EXISTING LOCK POCKET AND GRIND SMOOTH.
3. VISION PANEL SIZE TO MATCH EXISTING. REUSE GLAZING.
4. EXISTING PRECAST CONCRETE. REPAIR DAMAGED CONCRETE NEAR NEW FRAME WITH 5000 PSI EPOXY GROUT.
5. GROUT FRAME SOLID WITH 5000 PSI EPOXY GROUT.
6. CHEMICAL SET DOOR ANCHORS. 6" MINIMUM EMBEDMENT INTO PRECAST CONCRETE WALL.
7. SECURITY SEALANT

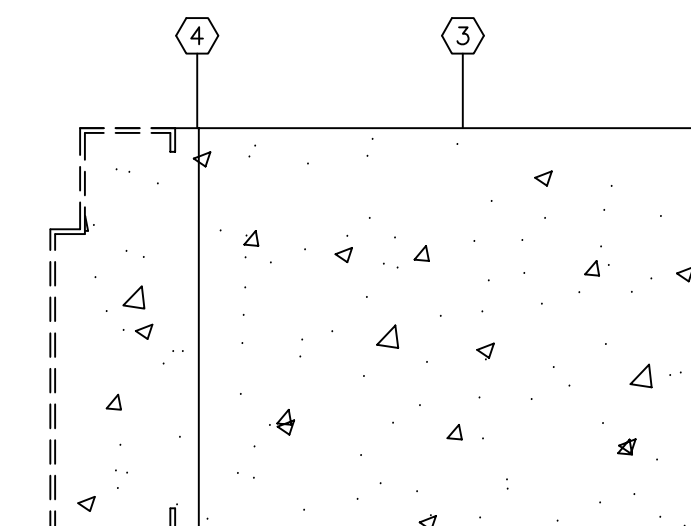


TYPICAL FRAME DEMOLITION ELEVATION

SCALE: NTS

3

A100



TYPICAL FRAME DEMOLITION DETAIL - JAMB AND HEAD

SCALE: NTS

2

A100

Final C

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PHASE		DESCRIPTION OF REVISIONS	DATE
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		1	5
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