

UNIVERSITY OF KENTUCKY Purchasing Division

INVITATION FOR BIDS

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

INVITATION NO.:	K-0519-9	RETURN ORIGINAL COPY OF BID TO:
Issue Date:	9-16-08	UNIVERSITY OF KENTUCKY
Title:	Boiler Repairs @ Good Samaritan	PURCHASING DIVISION BID DESK,
Contracting Officer:	James L. Sutton	BID #K-0519-9, BID DATE 10-2-08
Phone:	859-257-5406	322 PETERSON SERVICE BLDG.
		411 South Limestone
		LEXINGTON, KY 40506-0005
		Bids MAY ___ or MAY NOT X be returned via FAX to
		(859) 257 – 1951

IMPORTANT: BIDS MUST BE RECEIVED BY 10-2-08 @ 3:00 P.M. LEXINGTON, KY TIME

The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

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

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

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid 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 vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
5. That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE " F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	CITY, STATE & ZIP CODE:	WEB ADDRESS:
	SIGNATURE:	DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1. Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky's General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the University's specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the University may determine the bid to be non-responsive.

2. Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3. Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall F.O.B. destination, freight prepaid and allowed.

4. Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received.
- 4.3 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.4 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5. Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.
- 5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.
- 5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

- 5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A 00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

PROJECT DESCRIPTION

The project consists of a contractor furnishing all labor and materials to remove 126 (hot pass tubes) in the boiler at UK Healthcare Good Samaritan Hospital

AWARD

Award will be made to the complete offering the University the best value.

TIME OF COMPLETION: Completion must be October 30, 2008..

UNIVERSITY REPRESENTATIVE: The University representative shall be Gary Hunt @ 859-226-7111

SITE VISIT:

Contractors wishing to bid this project are requested to schedule an appointment with Gary Hunt @ 859226-7111

OWNER/CONTRACTOR COMMUNICATION:

All directions to the Contractor shall be from Gary Hunt Representative.

BID BOND

A five percent (5%) bid bond is required to be submitted with your bid. The bonding company must be authorized to business within the Commonwealth of Kentucky.

PAYMENT AND PERFORMANCE BONDS

The successful bidder must submit prior to beginning work a Payment Bond as well as a Performance Bond for 100% of the contract amount. The bonding company must be authorized to do business within the Commonwealth of Kentucky.

INSURANCE

The contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance except Workers Compensation shall name to the University of Kentucky as additional insured as its interest appears.

The Contractor shall not commence, nor allow any subcontractor to commence work under this contract, until the Owner has reviewed the certificates and approved coverage's and limits as satisfying the requirements of the bidding process.

A. Worker's Compensation and Employers' Liability Insurance

The Contractor shall acquire and maintain Worker's Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 limits of liability for all employees who will be working at the project site. In the event any work is sublet, the Contractor shall require any subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees are covered by insurance provided by the Prime Contractor.

B. Public Liability Insurance

The Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverage's shall be added by endorsement.

The limits of liability shall not be less than \$1,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than \$1,000,000 each person, each occurrence for bodily injury and \$1,000,000 each occurrence for property damage. It is preferred that this insurance be written on the 1973 CGL policy form. If the 1986 edition is used limits available to cover the contractual liability and completed operation liability shall be comparable to that available under the 1973 form.

The Prime Contractor shall either:

1. Require each subcontractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or
2. Insure the activities of such Subcontractors under a blanket form as shown above.

C. Comprehensive Automobile Liability Insurance

The Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the project. All vehicles including such off the road tractors, cranes and rigging equipment must be defined as covered under the terms of this contract. Policy limits shall not be less than \$1,000,000 combined single limits for bodily injury and property damage each occurrence. As an alternative, split limits of not less than \$1,000,000 bodily injury and \$1,000,000 property damage each occurrence shall be maintained.

D. Excess Liability Insurance

The Contractors shall acquire and maintain a policy of excess liability insurance in either an umbrella form or a following form excess over the required primary policies of the broad form comprehensive general liability insurance, comprehensive automobile liability insurance and employer's liability insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies. This limit shall be increased as appropriate to cover anticipated special exposures.

E. Completed Operations

The Certificate of Insurance must verify Operations/Completed Operations and Contractual Liability Coverage for the operation performed by the Contractor under this Contact and to include the Indemnification provisions of these specifications as modified by this addition. The Certificate must specify the limits and deductibles applicable for property damage from paint overspray per car/claim, per occurrence and aggregate.

F. Insurance Agent and Company

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

**COMPLIANCE WITH KENTUCKY WORKER'S COMPENSATION AND
UNEMPLOYMENT INSURANCE LAW KRS 45A:480**

The successful contractor will be required to assure, by affidavit that all contractor and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for *Worker's Compensation Insurance* according to KRS Chapter 342 and *Unemployment Insurance* according to KRS Chapter 341. ***SUBMIT SIGNED AFFIDAVIT WITH BID.***

KENTUCKY SALES AND/OR USE TAX

All Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

EXISTING CONDITIONS

The Contractor should visit the job site and acquaint oneself with the existing conditions. The contractor will be required to accept the job site conditions as they exist on the bid date.

CONSTRUCTION SCHEDULE

The Good Samaritan Representative shall be responsible for coordinating allowable work time for the Contractor. Generally, the contractor will have access during normal hours i.e. between 7:30 AM to 5:00 P.M. Monday through Friday. Additional work hours can be schedule through the Project Manager.

PARKING

The contractor will be allowed to purchase two (2) "E" type construction passes for \$31.00 per month. Contractor to make arrangements to purchase these passes through the Physical Plant Division.

NOTICE AND SERVICE THEREOF

Any notice to any contractor from the owner, relative to any part of this contract, shall be in writing and considered delivered and the service thereof completed when said notice is posted by registered mail to the said contractor at the last known address, or it may be delivered in person to the said contractor or the authorized representative on the work site.

SUBMITTALS AND SHOP DRAWINGS

Following the issuance of the Purchase Order and prior to actual beginning of Construction, the following items may be required by the Owner.

- a. Procedures to be used in executing this project.
- b. Construction Schedule in a line item/bar chart format showing anticipated starts, duration and completion of all major items or disciplines of work.

PROGRESS MEETINGS

In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction meeting. Each entity then involved in planning, coordination or performance of work shall be properly represented at each progress meeting. The following areas will be covered at each progress meetings: review of each entity's present and future needs including interface requirements, time

sequences, deliveries, access, site utilization, temporary facilities and services, hours, of work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; discuss whether each element of current work is ahead of schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time; and review everything of significance which could affect the progress of the work.

Contractor shall prepare and submit at each progress meeting and updated schedule indicating Work completed to date and any needed revisions.

With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Project Manager
- (2) Contractor

A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Owner.

TELEPHONE SERVICE

Contractor shall arrange to have a cellular phone available on site.

CONTRACTOR QUALIFICATIONS

Work shall be performed by mechanics skilled in their respective trades and shall present appearance typical of best trade practice. Work not done in this manner shall be repaired, removed and replaced, or otherwise remedied as directed by and acceptable to the Owner.

SUPERVISION

The Contractor is responsible for supervision of his work and that of all his subcontractors. The Contractor and each subcontractor shall personally supervise their work or have a competent superintendent, satisfactory to the Owner, on the work site at all times during work hours with full authority to act for him.

EMPLOYEE CONDUCT

It shall be the Contractor's responsibility to control all misconduct while on this project and the University's premises. It must be understood that any worker using or under

the influence of alcohol and/or controlled substances, other than prescription medications, shall not be allowed on the premises of the University of Kentucky and will be permanently dismissed from this project if found to be so. Further, offensive language, sexual or other types of harassment of students, staff or visitors to the University campus could result in immediate and permanent dismissal of the offending person(s) from the project.

MAINTENANCE OF EXISTING FACILITIES

The building will remain in use and the Owner shall have access to the site throughout the duration of the project. The Contractor shall:

- A. Coordinate construction activity to assure the safety of those who must cross the project site and shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing site by staff, students, other Contractors, or the public.
- B. Provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility.
- C. Insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Representative.

SANITARY FACILITIES

- A. Restroom facilities in the building will be designated at the Pre-Construction Meeting for use by the Contractor's workforce during construction. The designated restroom(s) and areas accessible to Contractor must be kept clean and neat during construction. Failure to keep them clean will result in the Contractor being required to provide portable toilets at his cost at the site.
- B. Drinking water shall be provided from an approved safe source so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations..

CLEANING AND TRASH REMOVAL

- A. The Contractor shall provide adequate containers of proper size. The Contractor shall remove all trash from the project daily.
- B. The Contractor shall broom clean the entire area of new installation daily

- C. The Contractor shall be responsible for removal from the site of all their liquid waste or other waste that requires special handling.
- D. Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

DRAWINGS, SPECIFICATIONS AND FIELD CONDITIONS

- A. Prospective Contractors will secure all data at the sites of the project such as convenience of receiving and sorting material, location of public services, and other information which will have a bearing on making their proposals or on the execution of the work if awarded the Contract, and no allowance will be made for failure of the Contractor to obtain such site information prior to bidding.
- B. The Contractor shall be responsible for verification of all measurements before bidding, or ordering any materials or doing any work. No extra charge or compensation will be allowed due to differences between actual dimensions and dimensions indicated on the drawings. Any such discrepancy in dimensions that may be found shall be submitted to Owner's Representative for consideration before proceeding with the work in the affected area.

WALK THROUGH

After the "Purchase Order" is issued but before Work by the Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Contractor for the scheduling of the walk-through with the Owner, the Consultant, and other interested parties.

During the walk-through, Contractor shall document all damaged surfaces or other defective items that exist prior to construction.

The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the Contractor.

Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by Contractor and one (1) copy of such photographs are to be given to Good Samaritan Rep. All parties attending the walk-through agree on the list of damages.

LAYING OUT WORK

The Contractor shall be responsible for all lines, levels and measurements of all work executed under his contract. He shall verify the measurements of all work executed under this contract. He shall verify the figures before laying out the work and will be held responsible for any error resulting from his failure to do so. The Contractor shall be prepared to guarantee to each of these subcontractors the dimensions they may require for the layout and fitting of their work to the surrounding work. It shall be the duty of the Contractor to keep his job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in conditions satisfactory to the Owner and/or his representative.

CONSTRUCTION AND SAFETY DEVICES

- A. The Contractor shall provide safety controls for protection of the life and health of employees. The contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control aforesaid, the Contractor shall comply with all pertinent provisions of the Kentucky Safety Standards of the Divisions of Occupational Safety and Health, Department of Labor, and Federal Occupational Safety and Health Construction Standards that are in effect at the time this Contract is entered into and during the period in which the Contract is to be performed. The Contractor shall also take or cause to be taken such additional measures as the Division of Occupational Safety may determine to be reasonably necessary for the purpose.
- B. The Contractor shall maintain an accurate record of and shall report to the Division of Occupational Safety and Health in the manner and on the forms prescribed by the Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work under this Contract.
- C. The Division of Occupational Safety and Health will notify the Contractor, of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall after receipt of such notice immediately correct conditions. Such notice when delivered to the Contractor or appointed representative at the site of work shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for stopping all payments due under the Contract to the Contractor. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess cost or damages by the Contractor.

- D. Compliance with the provisions of the foregoing sections by Subcontractors will be the responsibility of the Prime Contractor.
- E. Nothing in the aforesaid provisions shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor, Division of Occupational Safety and Health, from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Law.
- F. The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.
- G. The Contractor shall designate a responsible member of the organization, on the Work, as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Owner by the Contractor.

INSPECTION OF WORK

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

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

If any portion of the Work should be covered contrary to the request of the Owner, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for his observation and shall be replaced at the Contractors expense.

If any other portion of the Work has been covered, which the Owner has not specifically requested to observe prior to being covered, the Owner, with the Owner's approval, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work should be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it should be found that this condition was caused by the

Owner, or a separate Contractor employed by the Owner, in which event the Owner shall be responsible for the payment of such costs.

GUARANTEE AND WARRANTY

Neither the final certificate of payment, any provisions in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee that labor, equipment and materials will be free of defects for a period of **two (2) years** from the date of final completion.

PAYMENT

The contractor will be paid once a month until the project completion.. Contractor shall the request payment on his/her on invoice.

SITE PROTECTION AND MATERIAL STORAGE

- A. The contractor will be responsible for storage of his materials and equipment, and the removal of it upon completion of work because there isn't any on site storage available.
- B. The Contractors and Subcontractors are responsible for the security of their own materials, tools, and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment.

CODES AND STANDARDS

The design, construction and performance of equipment and materials provided under this contract will meet and exceed the requirements of the latest issue of applicable codes and standards of the following authorities:

Kentucky Building Codes
Occupational Safety and Health Administration
National Fire Protection Association
Underwriters Laboratories
State and Local Fire Marshall's
City and County Building Codes.

All work done on this Contract will include all work required by the applicable codes and standards

EQUIPMENT

The contractor shall provide any equipment needed to complete this project.

UTILITIES

The Owner will provide water and electricity for this Project. The Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations. Electricity shall not be used for heating purposes. In the event that the Contractor is wasteful with these utilities, the Owner shall charge the Contractor accordingly.

CUTTING AND PATCHING

Cutting and patching shall be done by craftsmen skilled and experience in the trade or craft that installed or furnished the original work. Repairs shall be equal in quality and appearance to similar adjacent work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactory repaired shall be removed and replaced. Any existing item that is to remain and is damaged during construction shall be replaced at the Contractor's expense.

TEMPORARY WORK

All required temporary work shall provide for safe and proper performance of the work. The Contractor shall be responsible for adequate design and construction of all temporary work used in construction of Contract work.

DELIVERIES

The route for delivery of materials shall be coordinated with the University of Kentucky, Good Samaritan Representative.

FIRE PROTECTION DURING CONSTRUCTION

All Contractors will maintain fire protection as required by the Kentucky Building Code. If the Contractor utilizes University owned portable fire extinguishers during the contract period, the Contractor is responsible for servicing the extinguishers utilized. Contractors are responsible for training their employees in using fire fighting equipment. On renovation projects where a building, wing, or floors are turned over to the Contractor, then the Contractor will be responsible for maintaining all existing Fire

Protection Equipment and must replace any fire protection equipment damaged, lost, or misplaced during the contract period.

FIRE TRUCK ACCESS

During construction, access to the surrounding buildings must be maintained for local fire truck access.

TECHNICAL REQUIREMENTS

Contractor to furnish all labor and materials necessary to remove existing and replace 126 (hot pass tubes in the Morrison Tube 10:00 – 3:00 Approx). The work consist of but limited to the following:

- Remove 126 (hot pass tubes)
- Clean holes and prepare for new tubes
- Bring new tubers into boiler room area
- Install new tubes 2-1/2" x 14' (roll and bead front and roll and seal weld rear)
- Cut out a 5 ft x 44" x 6" section of the Morrison Tube and replace
- Soot Clean top tubes
- Remove scale in bottom of boiler
- Re-gasket boiler and close
- Re-cement gas joint on burner end that as fallen apart
- Fire boiler and set combustion on natural gas only
- This includes State permit
- Includes inspection fees.

Also included in the bid is work on the back door of 500 HP Cleaver Brooks.

- Remove baffle and bottom half of a back door of a Cleaver Brooks 96'
- Properly anchor and insulate
- Replace with high temp plastic
- Relay baffle with tile and tie into the top of door
- Remove insulation from front door, and properly anchor and replace with 4" of 2200 degree blanket insulation
- Service coat existing throat and burner tile.

All rigging, lifting equipment, welding equipment, tube rolling equipment, cutting, and other tools required to the job to be supplied by successful bidder.

LUMP SUM PROPOSAL

The Bidder agrees to furnish all labor, materials, supplies, and services required to complete the Work, for the Purchasing Division, University of Kentucky, as described herein.

FOR THE LUMP SUM OF _____
(USE WORDS)

_____ DOLLARS AND _____ CENTS
(USE WORDS) (USE WORDS)

(\$ _____)
(USE FIGURES)