

Personal Service

Contract Number :A XXXXXX

GET THE ABOVE NUMBER FROM THE EXCEL FILE "Contract #'s 00-01.xls" IN THE FOLDER "Forms/4_Consultant Selection & Contract/CONTRACT NO" ON THE FILESERVER AND TELL Cynthia THE INFORMATION.

Account Number:7 - XXXXX - 6001

LRC Effect: \$ XXXX.XX

ENTER TOTAL CONSULTANT FEE ABOVE (INCLUDES ESTIMATED REIMBURSABLES)

This Contract is effective on: _____

(Date of delivery to the Legislative Research Commission)

**University of Kentucky
CONSULTANT'S AGREEMENT**

THIS AGREEMENT made and entered into between the UNIVERSITY OF KENTUCKY, an agency and instrumentality of the Commonwealth of Kentucky (hereinafter called the University) and CONSULTANT FIRM'S NAME of CITY, STATE, (hereinafter called the Consultant).

WITNESSETH THAT:

Whereas, the University desires to develop and construct

PROJECT NAME

PROJECT NUMBER: XXXX.X

UNIVERSITY OF KENTUCKY

LEXINGTON, KENTUCKY

And, whereas the University desires to engage the Consultant, subject to the terms and conditions hereof, to provide design services incident to said Project.

NOW THEREFORE, the University and the Consultant agree as follows:

ARTICLE 1 - DEFINITIONS

As used herein, the following terms shall carry the meanings ascribed to them in this Article:

1.1 "Approval" as used herein, refers in some instances to the written approval of the University Project Manager and in other instances requires the written approval of the University's President or the Senior Vice President for Administration. In either event, the University's review of any documents or drawings prepared by the Consultant, or their consultants, shall be solely for the purpose of determining whether such documents are generally consistent with the University's Program and intent. No review or approval of such documents or drawings shall be deemed to relieve the Consultant of their responsibility for the accuracy and coordination of those documents.

1.2 "Construction Budget" means the total permissible financial scope of the Project Work including all sums to be paid for site development, materials, erection, equipment, furniture and furnishings. It will be initially furnished to the Consultant pursuant to Section 2.5.1 hereof and may not thereafter be altered without the specific written approval of the University. It is the sole responsibility of the Consultant to design the Project such that it can be completed within the Construction Budget.

1.3 "Construction Phase" means the fifth and final phase of the Project. The Construction Phase will commence with the award of initial Contract for construction and will end when final payment to the Contractor is made or sixty (60) days after the date of Substantial Completion of the Project, whichever date shall first occur.

1.4 "Consultant" means **CONSULTANT FIRM NAME** and their associated consultants as delineated in Section 2.5.6 - Consultant Services, hereinafter.

EDIT BELOW TO SPECIFICALLY SUIT SCOPE OF WORK INVOLVED IN PROJECT

1.5 "Contract Documents" consist of highly detailed site drawings, floor plans, furniture plans, building elevations, details, technical specifications, furniture specifications and other elements necessary to fully and clearly delineate the construction of the Project. These documents form the basis of the Contract for construction between the University and the Contractor.

1.6 "Contractor" as used herein, refers to the individual, firm or corporation undertaking the execution of the Work under the terms of the construction Contract and acting directly or through its authorized agents or employees.

1.7 "Estimate of probable construction cost" means a submittal, with completed drawings and specifications of an itemized estimate of the cost of construction of the Project based on approved drawings and specifications and in CSI format, and will include unit prices for each construction trade as appropriate for each phase, and will exclude the cost of design services and contingencies.

EDIT BELOW TO SPECIFICALLY SUIT SCOPE OF WORK INVOLVED IN PROJECT

1.8 "Design Development Documents" consist of site drawings, floor plans, furniture plans, building elevations, and other documents necessary to fix and describe the size and character of the Project as to architectural, structural, mechanical & electrical systems, materials and other elements as may be necessary. Also included as part of these documents shall be technical specifications and furniture listings appropriate to the level of the submittal. This phase is the last stage of "design" where nearly all decisions are finalized in preparation for production of the Construction Documents.

1.9 "Program" as used herein, refers to the document prepared by the University establishing the design requirements, conditions and other governing criteria for design of the Project.

1.10 "Project" means the **PROJECT NAME** at the **INSERT SPECIFIC CAMPUS LOCATION** in **CITY**, Kentucky. **AT THIS LOCATION INSERT A BRIEF DESCRIPTION OF THE SCOPE OF WORK INVOLVED IN THE PROJECT.**

1.11 "Project Work" means the site development, erection, equipping and furnishing of the Project; design services and the work of consultants are not included in this term.

EDIT BELOW TO SPECIFICALLY SUIT SCOPE OF WORK INVOLVED IN PROJECT

1.12 "Schematic Design Documents" consist of sketches of site drawings, floor plans including furniture layouts, building elevations and other elements necessary to determine the general configuration of the Project, as well as a technical specification index for all sections applicable to the Project Work.

1.13 "Significant Program Change" means changes of a substantial nature which affect programmed square footage, the omission or addition of program spaces, and/or the alteration of mechanical, electrical, structural or building finish requirements as established in the Program.

1.14 "Significant Program Compromise" means the reduction of programmed square footage, the omission of program spaces, changes which negatively affect the mechanical and/or electrical systems or structural capacity, or quality of the finishes of the Project as established in the Program. Such a compromise represents the joint efforts of the Consultant and the University to adjust the Program to reduce it such that it will fall

within the Construction Budget. It is anticipated that such program compromises would be made during Phase 1.

1.15 "Substantial Completion" means the stage of the Project where construction is sufficiently complete such that the University can occupy or utilize the Project without interference and for its intended use. At Substantial Completion, Consultant shall prepare a final punch list that details the items remaining before final completion.

1.16 "University" means the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes. Where approvals or consents of the University are required herein, such consents and/or approvals may only be made by its authorized agent.

1.17 "University Project Manager" means the individual from the University's Capital Project Management Division that is in charge of the Project. The Consultant will accept direction for the Project only from the Project Manager. Any and all requests from other parties must have the approval of the Project Manager prior to the Consultant incorporating them into the Project.

1.18 "Work" when used alone means that part of the Project that is being performed by a particular Contractor. The Contract defines the Work for that particular Contractor. It may be a part of a larger Project.

ARTICLE 2 - CONSULTANT SERVICES

2.1 The design services to be performed in connection with the Project are divided into five (5) phases. Each of the phases shall begin and be performed only after specific written authorization directed to the Consultant by the University Project Manager. Authorization to proceed with one or more of the phases shall not give rise to any expectation that any subsequent phase will, or may, be authorized. The University shall not in any event incur any obligation to pay fees or reimburse expenses related to any phase beyond those specifically authorized as provided herein. Provided, however, that the University may not, without the written consent of the Consultant, engage any other consultants to perform the services which are the subject matter of this Contract unless this Contract shall have been terminated as provided in Article V.

2.2 The University may terminate this Contract for professional services in accordance with the terms of Article V of this Agreement.

2.3 The Consultant will document in writing, with copies to the University Project Manager, all meetings, important conversations and other events which bear on either the scope of services to be provided or the design of the Project.

2.4 The Consultant will document in writing, with copies to the University Project Manager, all significant changes in the initial Project Program. No Significant Program Changes in the Program may be made without the specific written approval of the University Project Manager. At the completion of the Phase 3 services, the Consultant will provide to the University Project Manager an annotated copy of the initial Project Program reflecting all such changes, clearly distinguishing among all changes resulting from Significant Program Compromises, those which resulted from directives by the University, and those from other causes.

2.5 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the University from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Consultant's Services provided that:

(a) any such claim, damage, loss, or expense is attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Consultant or any person directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable (including agents, employees, subcontractors and suppliers of Consultant), regardless of whether it is caused in part by a party indemnified hereunder and

(b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity under this Agreement or which would otherwise exist as to any party or person described in this Section 2.

2.5.1 No Limitation of Liability. In any and all claims against the University and other Contractors, consultants or subcontractors, or any of their agents or employees, by any employee of the Consultant, anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, the indemnification obligation under this Section 2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.5.2 Patents. Except as otherwise provided by the Contract, the Consultant shall pay all royalties and license fees which may be due on the inclusion of any patented material in the Consultant's Services. The Consultant warrants not to infringe on the trademark, copyright or patent rights of any person, and shall defend all suits for claims for infringement of any patent rights arising out of the Consultant's Services, which may be brought against the University and shall indemnify the University for all loss, including all costs, expenses, and attorney's fees.

2.6 The five (5) phases of design services provided for herein are as follows:

2.6.1 Phase 1 - Schematic Design

At the beginning of this Phase, the University will furnish to the Consultant a written Program for the Project and the Construction Budget. The University will also furnish copies of existing campus utility maps, drawings of existing buildings on and adjacent to the site, and other available documents to assist in performing the design of the proposed structure and related services. The Consultant shall then proceed to:

2.6.1.1 Develop a schedule that includes all major review meetings and other critical dates anticipated during the term of the Project. The schedule must reflect the phase milestone dates established in Section 2.6.11 - Project Schedule hereinafter. The schedule shall provide for a two (2) week period at the close of Phases 1 & 2 and a three (3) week period at the close of Phase 3 (**EDIT THE LENGTH OF TIME PROVIDED AT THE END OF EACH PHASE FOR UNIVERSITY REVIEW TO SUIT THE SPECIFIC PROJECT REQUIREMENTS**) to permit the University to review and respond to the individual phase submittals. Throughout the duration of the Project, the Consultant shall document in writing to the University Project Manager any and all events, delays and other changes that may prevent the Consultant from meeting the schedule. Changes to the phase milestone dates shall be made only upon written approval of the University Project Manager.

2.6.1.2 The Consultant will review the Program furnished by University including any desired schedule and budgetary requirements to ascertain the requirements of the Project and shall then review and confirm the understanding of these requirements and other design parameters with the University.

2.6.1.3 If the Program requirements and Construction Budget are incompatible the Consultant shall make specific recommendations to the University as to the Significant Program Compromises necessary to meet the Construction Budget. The Consultant is not to proceed with the design until these Significant Program Compromises have been agreed upon and approved by the University Project Manager. Budget compatibility

is the responsibility of the Consultant and design of the Project beyond the Construction Budget is not acceptable.

2.6.1.4 The Consultant shall review with the University Project Manager site use and improvements; selection of materials, building systems and equipment; construction methods and methods of Project delivery.

2.6.1.5 Based on the mutually agreed upon Program and Construction Budget requirements, the Consultant will prepare Schematic Design Documents for approval by the University Project Manager.

2.6.1.6 The Consultant will then submit (INSERT NUMBER) printed copies of the Project schedule, the Schematic Design Documents and the Phase 1 estimate of probable construction cost to the University Project Manager for review. All submittal documents should be clearly marked as "PHASE 1 - SCHEMATIC DESIGN REVIEW SUBMITTAL".

2.6.1.7 Upon receipt of the Consultant's written response to the University's Phase 1 review comments, the University Project Manager will notify the Consultant in writing of approval of the Phase 1 documents, with authorization to proceed to the next phase of the Project.

2.6.2 Phase 2 - Design Development

With the written approval of the Phase 1 documents and authorization of the University, the Consultant shall then proceed to:

2.6.2.1 Revise the Project schedule, as necessary, incorporating all prior unplanned events and other changes to the schedule that affect the completion of the Project. Changes to the Phase milestone dates established in 2.6.11 shall be made only upon written approval of the University Project Manager.

2.6.2.2 Based upon the approved Schematic Design Documents and any adjustments authorized by the University in the Program or the Construction Budget, the Consultant shall prepare the Design Development Documents for approval by the University Project Manager.

2.6.2.3 The Consultant shall submit (INSERT NUMBER) printed copies of the current Project schedule, the Design Development Documents and the Phase 2 estimate of probable construction cost to the University Project Manager for review and approval. All submittal documents should be clearly marked as "PHASE 2 - DESIGN DEVELOPMENT REVIEW SUBMITTAL".

2.6.2.4 Upon receipt of the Consultant's written response to the University's Phase 2 review comments, the University Project Manager will notify the Consultant in writing of approval of the Phase 2 documents, with authorization to proceed to the next phase of the Project.

OMIT BELOW FOR PROJECTS WHERE NO RENDERING IS REQUIRED

2.6.2.5 At the completion of Phase 2, the Consultant will provide a 24" x 36" unframed, full-color rendering of the Project, a matted & framed, full-size matte-finish photograph of the rendering, and a 4" x 5" photographic negative (Using Kodak VPS or equal) of the rendering. The selection of the renderer must be approved by the University Project Manager prior to the work being done.

2.6.3 Phase 3 - Construction Documents and Final Estimate

With the written approval of the Phase 2 documents and authorization of the University, the Consultant shall then proceed to:

2.6.3.1 Revise the Project schedule, as necessary, incorporating all prior unplanned events and other changes to the schedule that have an effect on completion of the Project. Changes to the phase milestone dates established in 2.6.11 shall be made only upon written approval of the University Project Manager.

2.6.3.2 Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the Construction Budget authorized by the University, the Consultant shall prepare Construction Documents setting forth in detail the requirements for the construction of the Project for approval by the University Project Manager. The Project shall not be expanded nor enlarged, nor shall any major changes be made from the approved Phase 2 drawings and specifications, without written approval of the University Project Manager. These working drawings and technical specifications shall be prepared in accordance with highest standards of architectural/engineering practice; the drawings shall be original documents (no reproducible mylars) drawn in pencil or ink on 3 mil. or heavier, 24" x 36" or 30" x 42" mylar, and shall have proper line quality for the reproduction of clear, distinct prints. The Consultant's standard drawing title block design is acceptable. The specifications shall be typed on plain white, 16 or 20 lb. bond paper for standard 8 1/2" x 11" reproductions.

2.6.3.3 The Consultant shall assist the University in the preparation of the necessary bidding information and bidding forms. The Consultant shall prepare the following: the Project description; the Special Conditions with the assistance of the University Project Manager; the lists of principal materials suppliers, subcontractors, and material & labor unit prices to be included in the bid documents; and the list of additive or deductive alternates, as specifically authorized by the University Project Manager. The University will provide the General Conditions, Special Conditions, all Supplemental Conditions and General Requirements prepared by the Consultant shall be included in the technical sections of the Specifications, the Instruction to Bidders, Form of Proposal, the Payment & Performance Bond Forms and the Agreement of Contract Form.

2.6.3.4 The Consultant shall submit (INSERT NUMBER) printed sets of the Phase 3 drawings, technical specifications and Phase 3 estimate of probable construction cost to the University for review. All submittal documents should be clearly marked as "PHASE 3 - CONSTRUCTION DOCUMENTS REVIEW SUBMITTAL". The University shall review these documents and notify the Consultant in writing of any modifications, corrections or any other conditions required for final approval. Upon receipt of the Consultant's written response to the University's Phase 3 review comments and written approval of the University Project Manager, these documents shall constitute or become the FINAL DOCUMENTS. The Consultant shall warrant in writing the accuracy and sufficiency of the FINAL DOCUMENTS to the University. Upon approval of the Phase 3 estimate of probable construction cost by the University, it shall constitute or become the FINAL ESTIMATE.

2.6.3.5 The Consultant shall submit copies of the FINAL DOCUMENTS to all known governmental agencies having jurisdiction for review and approval. The Consultant shall then deliver all required governmental agency approvals, the originals of the FINAL DOCUMENTS and the FINAL ESTIMATE to the University. The cover sheet and title block of each drawing should have "FINAL DOCUMENTS" clearly and boldly visible.

2.6.4 Phase 4 - Bidding

With the written approval of the FINAL DOCUMENTS by the University, the Consultant shall then proceed to:

2.6.4.1 Assist the University in the bidding process by: (1) rendering interpretation and clarifications of the drawings and specifications in appropriate written form, and (2) assisting in conducting the pre-bid conference with prospective bidding Contractors.

2.6.4.2 Review and evaluate the Form of Proposal and other bid documents of the acceptable low bidding Contractor and render a letter of recommendation concerning whether the University should enter into a Contract for construction with the low bidding Contractor.

2.6.4.3 In the event that, following the receipt of bids, the acceptable low bid for the Work is more than five percent (5%) in excess of the "Final Estimate", the Consultant shall, at no cost to University, rework the final documents as required such that upon re-bidding the acceptable low bid for the Work does not exceed the "Final Estimate" by more than five percent (5%) .

2.6.5 Phase 5 - Contract Administration

With the written authorization of the University, the Consultant shall proceed as follows with this final phase of the Project. The Consultant's responsibility to provide basic services for Phase 5 of the Project commences with the award of the Contract for construction and terminates at the earlier of the issuance to the University of the final Certificate for Payment or 60 days after the date of Substantial Completion and Beneficial Occupancy. Under this Phase 5, the Consultant shall render the following services:

2.6.5.1 The Consultant shall be a representative of and shall advise and consult with the University until completion of construction of the Project as hereinbefore established.

2.6.5.2 The Consultant shall furnish observation of workmanship and materials; check Contractor's periodic Applications for Payment, certifying to the University the proper amount of payments due the Contractor; prepare supplementary drawings as needed to more fully explain the Contract documents; and prepare orders for changes in the work when such changes are approved by the University. All such observations and other services shall be in accordance with the highest applicable standards of architectural/engineering practice, and shall comply with the specific requirements enumerated below, but not be limited by them.

2.6.5.3 The Consultant shall receive Contractor's submittals such as shop drawings, product data and samples and shall review and approve or take other appropriate action upon them, for conformance with the drawing specifications and design concept of the Project and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

DELETE THE SECTION BELOW IF NO FINISH SAMPLE BOARD IS REQUIRED.

After receipt of all product material samples for the Project from the Contractor, the Consultant shall prepare a finishes sample board for review and approval by the University. This board shall include samples of all materials and colors, including furniture finishes and fabrics, proposed by the Consultant for use in the Project.

2.6.5.4 In rendering professional service for the observation of the Work, and on the basis of on-site observations, the Consultant shall secure from the Contractor full compliance with the terms and intent of the Contract Documents, without delay or errors; shall keep the University informed of the progress and quality of the Work; and shall guard the University against defects and deficiencies in the work of the Contractor.

2.6.5.5 During the progress of construction of the Project, the Consultant shall make periodic visits of the Project at intervals appropriate to the stage of construction, or as otherwise agreed by the University and the Consultant in writing, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. During normal progress of construction, the Consultant, and the consultants employed by him, shall make such site visits no less frequently than twice a month, and more often when necessary. The Consultant shall have the authority, and shall reject any work which does not conform to the Contract Documents, and may require additional evaluation or testing of the Work in accordance with the provisions of the Contract Documents.

2.6.5.5.1 All Contractor's claims and disputes shall first be referred to the Consultant for review and decision. All claims shall be made in writing to the Consultant and Owner, not more than ten days from the occurrence

of the event which gives rise to the claim or dispute, or not more than ten days from the date that the Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final Payment shall be waived. The Consultant shall render a written decision within fifteen days following receipt of a written demand for the resolution of a claim or dispute.

2.6.5.6 The Consultant shall schedule and attend periodic progress meetings with representatives of the Contractor and his sub-Contractors and appropriate University representatives, no less frequently than once each month, or more frequently as may be necessitated by the nature and status of the construction, to review construction progress, schedules, general quality, and to discuss and answer any questions regarding the Project. The Consultant shall prepare and circulate a written report of the matters discussed and decisions reached to all participants.

2.6.5.7 The Consultant shall submit a written report to the University once a month, or more frequently if circumstances warrant, apprising the University of the progress and condition of all phases of the Work. Separate reports shall be prepared by the Consultant and each of the consultants employed by him, but they shall be collected and submitted by the Consultant.

2.6.5.8 The Consultant shall not have control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions or programs, nor for the Contractor's schedules, but shall promptly report deficiencies or improper conditions, if noticed, to the University.

2.6.5.9 The Consultant shall promptly review all Applications for Payment submitted by the Contractor. The Consultant shall stamp on the Contractor's Application for Payment the date that it is received. If the Application for Payment is approved, the Consultant shall certify that the Application for Payment is an accurate representation of work in place and material stored and shall transmit the invoice to the Capital Project Management Division Business Office within ten (10) working days of receipt of the Application for Payment. All Applications for Payment shall have line items for overhead, profit and general condition costs. Failure to comply with this requirement may subject the Consultant to an interest penalty of one percent (1%) of any amount approved and unpaid should the delay result in the invoice not being paid within thirty (30) working days of receipt of the invoice by the Consultant. All invoices not approved must be returned to the Contractor prior to the end of the ten (10) working day period following receipt, with a written notice stating the reason for the rejection.

2.6.5.10 The Consultant shall determine the date or dates of substantial completion and the date of final completion; shall receive, review and forward to the University written warranties and operating and maintenance manuals, and shall prepare a set of reproducible record drawings based on marked-up prints, drawings and other data furnished by the Contractor. The Consultant shall issue a final Certification for Payment upon compliance with the requirements of the Contract Documents.

2.6.5.11 When authorized by the University, a Resident Inspector shall be employed by the Consultant at a salary agreed upon by the University and as established in 2.6.9.3, for continuous on-site inspection of the Project. In the event of such authorization, the University shall direct the Consultant as to when the services of the Resident Inspector are to begin and to terminate.

2.6.5.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product.

2.6.5.13 The extent of the duties, responsibilities and limitations of authority of the Consultant as a representative of the University during construction shall not be modified or extended without the written consent of the University.

2.6.5.14 Upon completion of construction, the Consultant shall make changes to the original mylar drawings, incorporating all changes and revisions made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project, and shall certify that Consultant reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. Consultant shall then submit the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible.

DELETE ABOVE PARAGRAPH IF PROJECT DRAWINGS ARE CAD PRODUCED; DELETE BELOW IF THEY ARE CONVENTIONALLY PRODUCED DRAWINGS.

2.6.5.14 Upon completion of construction, the Consultant shall make changes to the CAD drawings, incorporating all changes and revisions made during the progress of the Work, so as to provide accurate "RECORD DRAWINGS" of the Project and shall certify that Consultant has reviewed the Record Drawings and verifies and certifies the accuracy of the Record Drawings. Consultant shall then submit the Record Drawings to the University with such certification. The cover sheet and title block of each drawing should have "RECORD DRAWINGS" clearly and boldly visible. Submit one full set of mylar reproducibles of the CAD documents and CDs containing the entire set of Project Drawings in an ACAD compatible format. All X-refs, raster images, special text, shape files, etc. shall be included with the drawings. The consultant is advised to use the Express Tool "Pack and Go" or the 2000i tool "E-transmit" to remove paths and package the drawing in a readable manner. The consultant does not need to include common ACAD text or shape files.

2.6.5.15 Medical Center Project Space Data Information

On all Medical Center projects, the Consultant shall submit space data, including base architectural floor plans showing walls, door swings and windows, for use in the university capital asset system for financial management and cost reimbursement and for various operational purposes. This space data for all Medical Center renovations and new construction projects must be submitted with the bid documents.

The following information must be supplied on the base floor plans for all Medical Center renovations and new construction projects.

Each room and circulation space on the floor plans must include the following three lines of information:

- A.) Room Number (Refer to the official University of Kentucky Room Numbering Standards)
- B.) Room Function (Examples: Office, Lab, Janitor Closet, Corridor)
- C.) Room Net Square Footage

The minimum acceptable scale on the plans will be $1/16" = 1'-0"$.

Submittal - On Disks

The above information, A through C, must be provided in one of two ways:

- 1.) An Excel Spreadsheet on 3½" disk or CD listing:
 - a.) Building Name and Project Number listed at top of sheet.
 - b.) A through C above with column headings of Room Number, Room Function and Net Square Feet.
- 2.) An Excel Spreadsheet on 3½" disk or CD of the Room Finish Schedule, with an additional column listing the net square footage of each room. It is assumed that room number and room function are already part of the finish schedule.

The Medical Center will require five separate copies of the disks or CD.

Submittal - On Paper

The Medical Center will also need 8 sets of the base architectural floor plans, described earlier, on each project for distribution. Each set must be bound separately and separate from the bid documents.

2.6.5.16 The Consultant shall conduct and document the minutes of the one (1) year warranty inspection meeting in conjunction with the Contractor and the Project Manager.

2.6.6 Consultant Services

The Consultant shall provide the services of the following design consultants at no additional cost to the University, the provision of these services being included in the basic fee provided for in Article 3.1:

2.6.6.1 The Consultant agrees to employ specific consultants for various design and supervision portions of the Project; the following named consultants are to be employed:

EDIT LIST BELOW TO SUIT PROJECT REQUIREMENTS.

Associate Architect	FIRM NAME CITY, STATE
Mechanical/Electrical Engineers	FIRM NAME CITY, STATE
Structural Engineers	FIRM NAME CITY, STATE
Landscape Architect	FIRM NAME CITY, STATE

2.6.6.2 The Consultant shall employ additional design consultants, other than those listed in 2.6.6.1, only when specifically directed in writing by the University Project Manager. Additional design consultants, when requested in writing by the University Project Manager, shall be employed by the Consultant as Reimbursable Services pursuant to 2.6.9.5. (THIS SECTION NUMBER SHOULD BE EDITED BASED UPON THE NUMBER OF SECTIONS THAT REMAIN IN 2.6.9 FOLLOWING EDITING)

2.6.7 Qualifications:

The Consultant and other consultants employed for this Project shall be Kentucky licensed or otherwise qualified to provide services within the scope of their professional registration.

2.6.8 Use of consultants within the Consultant's Firm:

2.6.8.1 Provided they meet the qualifications set out above and are approved by the University for these services on this Project, nothing shall prevent licensed persons in the Consultant's firm from providing consulting services within the scope of their professional registration.

2.6.8.2 The University shall not reimburse the Consultant for the services of anyone in the Consultant's firm acting as a special consultant for this Project.

2.6.9 Reimbursable Services

The Consultant will coordinate and provide the following additional services, with the specific written approval of the University Project Manager, and will be reimbursed at a multiple of 1.05 times or 105% the actual expense incurred by the Consultant. Payment for these Reimbursable Services shall be over and above all other payments provided herein. Expenses such as travel, phone, copies, stamps, etc., are not reimbursable under the contract, and should be considered overhead and included in the base fee.

EDIT AND/OR ADD TO THE LIST BELOW TO SUIT SPECIFIC PROJECT NEEDS. THE PROJECT MANAGER IS TO ESTIMATE THE TOTAL DOLLAR AMOUNT OF ALL REIMBURSABLE SERVICES FOR

THE PROJECT AND INCLUDE THIS AMOUNT, ALONG WITH THE CONSULTANT'S FEE, IN THE "LRC Effect" AMOUNT ON THE FRONT PAGE OF THIS CONTRACT.

2.6.9.1 The Consultant shall furnish a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning locations of available service and utility lines both public (including University) and private, above and below grade, including inverts and depths.

2.6.9.2 The Consultant shall provide the subsurface investigation report for the site. These services shall include, but may not be limited to, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, with reports and professional recommendations.

2.6.9.3 Resident Inspector: The Consultant shall provide the services of a full-time Resident Inspector for continuous on-site inspection of the Project during Phase 5. The actual expenses incurred by the Consultant shall include all elements of cost associated with employment of the Resident Inspector, including but not limited to: all salaries and wages; fringe benefits; liability and Worker's Compensation Insurance premiums; federal, state and local taxes. Consultant agrees to terminate and/or replace the Resident Inspector upon written request by the University.

2.6.9.4 If deemed necessary during Phase 1, the Consultant shall provide an AIR FLOW AND BALANCING STUDY that will provide sufficient design data on the capacity of the existing HVAC system to provide adequate air capacity for the design of the HVAC system for the space to be renovated.

2.6.9.5 Fee's charged by the state for "Plan Review".

2.6.9.6 Special consultants and other services not provided for elsewhere herein, shall be the subject of amendments to this Agreement and the University shall be under no obligation to reimburse the Consultant for such items without specific written approval of the University.

2.6.10 Extra Work Due to Changes

2.6.10.1 Extra work required by reason of changes ordered in writing by the University Project Manager as the result of causes not within the control or responsibilities of the Consultant (such as subsurface conditions which could not be reasonably assumed from the site survey and soil investigations), that necessitate changes to drawings, specifications or estimates previously prepared and previously approved by the University, shall be subject of amendments to this contract and the University shall be under no obligation to reimburse the Consultant for such items without specific written approval of the University.

2.6.10.2 If the extra work referred to in 2.6.10.1 is required by failure of the Consultant to properly and correctly select, indicate, delineate or describe materials and details of construction and finish in accordance with applicable codes, regulations, and highest standards of architectural/engineering practice, then in that event, the University shall not be required to reimburse the Consultant for the extra cost so caused even though the documents requiring corrections or changes bear the approval of the University.

2.6.11 Project Schedule

Throughout the duration of the Project, the Consultant shall document in writing to the University Project Manager any and all events, delays and other changes that may prevent the Consultant from meeting this schedule. The dates listed herein shall be revised only upon written approval by the University Project Manager. The phase milestone dates for completion of this Project are as follows:

ENTER SPECIFIC PROJECT COMPLETION DATES FOR EACH PHASE.

- Phase 1 - Schematic Design: ENTER COMPLETION DATE (Mo/ Da/Yr)
- Phase 2 - Design Development: ENTER COMPLETION DATE (Mo/ Da/Yr)
- Phase 3 - Construction Documents: ENTER COMPLETION DATE (Mo/ Da/Yr)

PHASE 4 IS NORMALLY SIX (6) WEEKS LONG (+/-) FROM RECEIPT OF FINAL DOCUMENTS TO BID DATE

- Phase 4 - Bidding: ENTER COMPLETION DATE (Mo/ Da/Yr)
- Phase 5 - Construction Administration: ENTER COMPLETION DATE (Mo/ Da/Yr)

ARTICLE 3- COMPENSATION AND PAYMENTS

3.1 The University will compensate the Consultant for the services rendered pursuant to Sections 2.1 through 2.6.8.2 by payment of a sum equal to (ENTER \$ AMOUNT). Payments for Reimbursable Services as set forth in Section 2.6.9 shall be in addition to those provided herein.

3.2 Payments to the Consultant of the sum provided in Section 3.1 shall be as follows:

FEE % BREAKDOWN IS ONLY SUGGESTED. EDIT TO SPECIFIC PROJECT NEEDS.

- Phase 1 - Schematic Design: ENTER \$ AMOUNT (15% +/-)
- Phase 2 - Design Development: ENTER \$ AMOUNT (20% +/-)
- Phase 3 - Construction Documents: ENTER \$ AMOUNT (40% +/-)
- Phase 4 - Bidding: ENTER \$ AMOUNT (3% +/-)
- Phase 5 - Construction Administration: ENTER \$ AMOUNT (22% +/-)

3.3 At the completion each phase of the Consultant's services for Phases 1, 2, 3, and 4 as set forth in Article II - Services, the University will pay to the Consultant the payment as provided in Section 3.2 of this Article.

3.4 For services rendered during Phase 5, the University shall pay the Consultant, in four equal payments as described below, the amount as provided in Section 3.2 of this Article, unless payment is withheld by University pursuant to Section 3.7. During Phase 5, the University shall pay to the Consultant 25% of the total phase fee upon completion of each 25% of the value of completed construction as approved by the University Project Manager. The last 25% of the Phase 5 fee will be payable to the Consultant after receipt of the final "RECORD DRAWINGS" by the University as set forth in 2.6.5.14, issuance of the Certificate of Final Completion and approval of final pay request including release of retainage.

3.5 On a monthly basis, the Consultant may submit invoices to the University seeking payment for (1) Reimbursable Services, and/or (2) extra work due to changes (provided the changes are approved in advance, in writing, by the University Project Manager). The Consultant's invoice shall describe specifically each service rendered for which reimbursement or payment is claimed, the date thereof, the time expended (if the item depends upon time expended). Invoices shall be accompanied by such documentation or other data in support of expenses or services as the University may require. The invoices shall constitute the Consultant representation to the University that the expenses or payments included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, that the amount sought is currently due and owing and that there is no reason known to the Consultant that payment of any portion thereof should be withheld.

3.6 If payment of the invoice from the Consultant is approved by the University Project Manager, the University shall make payment to the Consultant of all sums due and properly invoiced within thirty (30) days of receipt thereof.

3.7 If the University becomes credibly informed that any representations of the Consultant pursuant to this Article are wholly or partially inaccurate, the University may withhold payment of sums then or in the future

otherwise due to the Consultant until the inaccuracy, and the cause thereof, is corrected to the University's satisfaction.

3.8 Payment of the Consultant's consultants is the sole responsibility of the Consultant, who will indemnify and hold harmless the University from any and all claims for payment of such consultants.

ARTICLE 4- ACCOUNTING RECORDS OF THE CONSULTANT

4.1 Accounts of the Consultant's expense and reimbursable items shall be kept in such detail and in such form as is satisfactory to the University and shall be made available to the University upon request.

ARTICLE 5- CANCELLATION

5.1 This Agreement may be terminated by the University for convenience without cause. The University shall promptly notify the Consultant of such termination in writing.

5.2 This Agreement may be terminated by either party upon not less than seven days written notice should the other party default in the performance of its obligations under this Agreement through no fault of the party initiating the termination.

5.3 Unless the termination occurs because of the Consultant's default, the Consultant shall be compensated for all services performed prior to receipt of written notice from the University of such termination pursuant to compensation provisions of Article 3 of this Agreement.

ARTICLE 6- OWNERSHIP OF DOCUMENTS

6.1 The drawings, specifications and other documents or things prepared by the Consultant for the Project shall become and be the sole property of the University. The Consultant shall be permitted to retain copies thereof for its records.

ARTICLE 7- INSURANCE TO BE CARRIED BY CONSULTANT

7.1 The Consultant shall carry professional liability insurance in addition to insurance to protect themselves from claims under Workers' Compensation Acts; for claims for damages because of bodily injury, including death to their employees; and for other liability normally covered by such insurance; and shall furnish evidence of such insurance to the University. The Resident Inspector shall be covered for Workers' Compensation, either by the Consultant or by self-insurance; and shall furnish evidence of such insurance to the University. These insurance policies must be with insurers authorized to transact business in the Commonwealth of Kentucky, and the limits of all such insurance shall not be less than that specified below:

COVERAGES LISTED BELOW ARE MINIMAL AND SHOULD BE VERIFIED WITH UK RISK MANAGEMENT ON AN INDIVIDUAL PROJECT BASIS.

COVERAGE	LIMITS
Workers' Compensation:	Statutory (KY)
Employer's Liability:	\$300,000
Commercial General Liability: Including operations/completed operations, products, and Contractual including this Contract.	\$1,000,000 each occurrence (BI & PD combined)

Business Automobile Liability	\$250,000 each occurrence (BI & PD combined)
Excess or Umbrella Liability:	\$1,000,000 each occurrence (BI & PD combined) \$1,000,000 aggregate
Professional Liability: Covering errors and omissions each occurrence in design work.	\$1,000,000 Minimum each occurrence

Maintain coverage and limits for a period of at least two (2) years beyond completion of the Project and occupancy by the University.

ARTICLE 8- SUCCESSORS AND ASSIGNS

8.1 The University and the Consultant each bind itself, all partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assign of such other party in respect to all covenants of this Agreement. The Consultant may not assign a portion of their financial interest to a recognized financial institution for underwriting operations covered by this Agreement without written authorization from the University. Except as permitted herein neither the University nor the Consultant shall assign, sublet or transfer an interest in this Agreement without consent of the other.

ARTICLE 9- PROJECT MATERIALS

9.1 It is agreed and understood that the Consultant shall prepare specifications that clearly establish the type and quality of materials and the type of construction of each item in the Project, without writing a closed specification, and shall prepare them in a manner which encourages competitive bidding, except where specifically authorized in writing by the University Project Manager. The Consultant shall, to the extent practicable incorporate in the specifications materials, goods, supplies and equipment which meet the requirements for recycled materials as adopted pursuant to KRS45A.520.

9.2 The Consultant represents and warrants that neither the Consultant nor any person or entity associated with the Consultant shall receive any money, commission or other thing of value by virtue of the University's purchase or acquisition of any item (furnishings, equipment, construction materials, etc.) for the Project or any portion thereof.

ARTICLE 10- NON-DISCRIMINATION

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

10.1 The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

10.2 The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age.

10.3 The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will take such action with respect to any subContract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

10.4 The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

10.5 The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

10.6 In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government Contracts or Federally-assisted construction Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.

10.7 The Consultant will include the provisions of paragraphs (l) through (7) of Section 202 of Executive Order 11246 in every subContract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subContract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.8 The Consultant agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, the Americans with Disabilities Act and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW-This agreement shall be construed pursuant to the laws of the Commonwealth of Kentucky.

11.2 THIRD PARTY RIGHTS-Nothing contained herein shall create a Contractual relationship with, or any rights in favor of, any third party.

11.3 EXTENT OF AGREEMENT-This Agreement represents the entire agreement between the University and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both University and Consultant. It is the responsibility of the Consultant to bring to the immediate attention of the University, in writing, any conditions of which they become aware that might generate an amendment to this Agreement. All changes in the scope of services must be approved by the Senior Vice President for Administration.

11.4 SEVERABILITY - If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

ARTICLE 12 DISPUTE RESOLUTION

12.1 All costs, and attorneys fees and expenses incurred by the University as a result of breach of this Agreement by Consultant, shall be recoverable from or paid by the Consultant.

ARTICLE 13 COMMONWEALTH OF KENTUCKY CAMPAIGN FINANCE LAW COMPLIANCE

The second party hereby certifies that the Consultant is not disqualified from entering into this Agreement pursuant to the provisions of KRS 121.056(2), which provides that no person who has contributed more than the legal maximum established by KRS 121A.050 in any one (1) election to a slate of candidates for Governor and Lieutenant Governor that is elected to office or any entity in which such person has a substantial interest shall have any Contract with the Commonwealth of Kentucky during the term of office following the campaign in which the contributions have been made. "Substantial interest" means the person making the contribution owns or controls ten percent (10%) or more of the entity or a member of the person's immediate family owns or controls ten percent (10%) of the entity or the person and his immediate family together own or control ten percent (10%) or more of the entity.

The Consultant further swears under penalty of perjury that neither he/she nor the company that he/she represents, has knowingly violated any provisions of the campaign laws of the Commonwealth, and that the award of this Contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

ARTICLE 14 OTHER CONDITIONS OR SERVICES

(Other terms, conditions and services, included within the provisions of this Contract and the basic fee as stated in Article 3.1, are as follows):

THE FOLLOWING INFORMATION MUST BE CONTAINED ON THE SAME PAGE. A "FORCED" PAGE BREAK HAS BEEN PLACED BELOW TO ACCOMPLISH THIS. REMOVE THIS PAGE BREAK IF IT IS UNNECESSARY.

IN WITNESS WHEREOF, said parties have executed this Agreement, by and through their duly authorized representatives, this the day and year first above written.

RECOMMENDED FOR APPROVAL:

UNIVERSITY OF KENTUCKY:

Dall Clark, Director
Capital Project Management Division

Jack C. Blanton
Senior Vice President for
Administration

Audited by Business Office: _____

CONSULTANT:

FIRM NAME
STREET ADDRESS
CITY, STATE

By: _____

Title: _____

State of _____ ,

County of _____

Subscribed and sworn before me on this _____ day of _____, 2000 __, by , _____

acting for and on behalf of

Notary Public #: _____, Kentucky

My Commission expires: _____

Notary Public