

**EASTERN KENTUCKY UNIVERSITY CONTRACTING REQUIREMENTS  
Statement of Non-Conflict of Interest, Insurance & General Conditions**

**I HEREBY CERTIFY, IN RELATION TO WORK PERFORMED FOR AND ON EASTERN KENTUCKY UNIVERSITY CAMPUS:**

**1. NON-CONFLICT**

- A. That I am the bidder (if the bidder is an individual), a partner in the bid (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) and have submitted a valid Tax Payer I.D. form to the university. "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.
- B. That the bidder, or person providing an oral quote, is legally entitled to enter into the contract with the Commonwealth of Kentucky and its agency, Eastern Kentucky University, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.455 or KRS 164.390.

**2. INSURANCE**

- A. That the bidder acknowledges a certificate of insurance is on file with ECU Project Administration or Facilities Services' office and will remain current. The bidder agrees to complete a new "Contracting Requirements" form whenever coverage dates or limits of liability of insurance changes. Furthermore, bidder agrees to immediately notify Project Administration if coverage is cancelled or terminated for any reason between policy periods.

Dates of Coverage:

From \_\_\_\_\_ To \_\_\_\_\_ General Liability Insurance

From \_\_\_\_\_ To \_\_\_\_\_ Workers Compensation & Employers' Liability

**3. GENERAL CONTRACTING REQUIREMENTS**

- A. That the bidder has read, advised Employees, and agrees to the attached General Contracting Requirements and obligations listed.

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**4. Please forward document(s) to:**

Capital Construction & Project Administration  
521 Lancaster Avenue, CPO 6A, Coates  
Richmond, KY 40475

Phone: 859-622-4642  
Fax: 859-622-2170  
email: [Ellen.Reeves@eku.edu](mailto:Ellen.Reeves@eku.edu)

**EASTERN KENTUCKY UNIVERSITY  
GENERAL CONTRACTING REQUIREMENTS  
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## **01. CONDUCT**

### **01.01 GENERAL**

- A. The conduct of all personnel performing work or operations related to the work is the responsibility of the Contractor. The consumption of alcohol and/or drugs, and the carrying of firearms on the job by any worker are strictly prohibited. Any workmen apprehended under the influence of alcohol and/or drugs, or carrying firearms, on the premises at any time shall be subject to automatic dismissal by the Contractor. Improper conduct of any kind will not be permitted and may result in the offending workmen, Subcontractor and/or Contractor being barred from the University's premises.
- B. Any interaction with the students, faculty, staff or visitors of ECU shall be professional. Unprofessional conduct including, but not limited to, dress, general harassment, sexual harassment, using obscenities can and shall be grounds for immediate removal of perpetrator from campus.
- C. The University reserves the right of acceptance of all personnel assigned by the Offeror under this contract. The personnel must be cordial, well groomed and cognizant of the fact that they may be entering student living buildings. If for any reason, the University believes that these guidelines are not being followed, it will request intervention from appropriate supervisory personnel. If inappropriate behavior occurs, the University shall be entitled to a change in personnel serving the campus.
- D. The successful Offeror agrees that it will comply with the university Policy regarding Registered Sex Offenders and shall not knowingly permit any employee who is a registered sex offender to service the University residence halls, Model Laboratory School, the basement of the Burrier Building where the Child Development Center is currently located, or any areas of campus or University's buildings. The University at any time can ask for personnel background check report to be provided by successful Offeror.
- E. Food and drink items consumed by the contractor employees are to be kept disposed of in a proper container. No ECU garbage can shall be used by contractor for any debris.
- F. No employees are to enter existing buildings for reasons except construction business.

### **01.02 TOBACCO-FREE CAMPUS**

- A. The use of all Tobacco is prohibited on all Property that is owned, leased, occupied, or controlled by the University. This includes buildings and structures, residence halls, housing facilities operated by Employee Housing, grounds, exterior open spaces, parking lots, and garages, on-campus sidewalks, streets, driveways, stadiums, recreational spaces, practice fields, University Property outside the main campus such as regional campuses, farm facilities, art galleries, performance venues, and sporting venues and functions that are held in these facilities and venues.

The use of Tobacco is prohibited in Vehicles owned, leased or rented by the University, including maintenance Vehicles, automobiles, shuttles, utility Vehicles, and golf carts as well as while in personal Vehicles on University Property.

- B. Tobacco includes all forms of Tobacco including, but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes, bidis, clove cigarettes and smokeless tobacco products (snuff, chewing tobacco, and dipping tobacco). Tobacco does not

include nicotine replacement therapies such as patches, gum or prescription medication intended to assist an individual in quitting the use of Tobacco.

### **01.03 SAFETY**

- A. Safety Data Sheets must be kept at job site at all times.
- B. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Project.
- C. The Contractor shall take all necessary precautions for the safety of employees on the Work site, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall designate a responsible member of his/her organization on the Work site as safety officer whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Architect by the Contractor.
- D. Fire protection must be maintained at job site at all times. Contractors must carry maintained and useable portable fire extinguishers on all work trucks.
- E. If an emergency occurs affecting the safety of life, or of the work, or of adjoining property, the contractor shall act at his/her own discretion to prevent such threatening loss or injury without special instruction or authorization from the Owner.

### **02. GREEN PURCHASING POLICY**

- A. The university is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing and packaging, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

### **03. RECYCLING AND WASTE MANAGEMENT POLICY**

- A. The University recognizes the need to be good stewards for its waste management practices and policies and recognizes the importance of having vendors and/or their subcontractors be cognizant of the same practices and policies. Some jobs may, upon discretion of the university, require a waste and recycling plan, while others may consist of individual considerations for a particular job on means and methods of handling of various discarded material. The university encourages each vendor to be proactive in reviewing all avenues available to them for reducing the waste stream and encourage recycling to the greatest extent possible and practical.

## **04. PARKING AND TRAFFIC CONTROL**

### **04.01 PARKING**

- A. Insure proper parking permit is obtained before commencing work. Under normal circumstances the contractor will be allowed two vehicles at the work site. All other vehicles will be given a permit to park in a Commuter Lot. See special conditions for project specific parking instructions.
- B. No leaking vehicles allowed to park on campus.
- C. The university reserves the right to eject contractor's vehicles from university property due to leaking of any fluids and charge contractor for any cleanup.
- D. No parking on sidewalks or grass.

### **04.02 TRAFFIC CONTROL**

- A. Vehicles shall be parked in a manner that will not interfere with any required emergency exit, or the traffic of the campus.
- B. ECU shall receive 48 hour advanced notice of any deliveries that will affect others on campus.
- C. Contractor shall not block fire truck access unless approved in advance and only in extreme circumstances. (48 hour advanced notice to owner must be given.)

## **05. PEDESTRIAN AND PROPERTY PROTECTION**

### **05.01 GENERAL**

- A. Provide temporary barricades and other forms of protection to protect ECU's personnel, students and general public from injury due to the work. These barricades are to be maintained daily and kept in orderly manner. ECU will not provide any barricades. A barricade plan shall be discussed at the preconstruction meeting.
- B. The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.
- C. It is the contractor's responsibility to protect their work from vandalism.
- D. Provide protection of the Work and all University property during dust producing operations.
- E. Damages to any existing Buildings, including the University roads, parking lots, drives, walks, and grass, etc., resulting from the Work or related operations whether caused by the Contractor's personnel, his/her Subcontractors or his/her material suppliers, shall be repaired or replaced, at no additional cost to the University, and to the satisfaction of the Owner.
- F. Protect all roads and sidewalks from damage by equipment such as cranes or dump trucks when stationed for long periods of time by appropriate methods.

- G. Contractor shall notify EKU at least three (3) business days prior to the commencement of any excavation. Once EKU approved excavation, contractor shall call 811 before dig.

## **05.02 CONCRETE SURFACES**

- A. During any construction activity if any concrete surfaces are damaged, they shall be repaired by contractor with no additional cost to owner. Minimum length of patch repair shall match existing spacing of joints and shall be done by the contractor who is in concrete business for at least 3 years. Repair shall not be less than four full inches. Repair shall be same as existing walk if more than four inches.
- B. Concrete mix shall be minimum 4000 PSI @ 28 days. Slump shall be 4 inch (plus/minus one) with maximum water/cement ratio of 0.5. No calcium chloride is permitted to be used. Free flowing concrete shall be provided only on request and shall be provided only by using admixtures (super plasticizers) expressly designed for that purpose. Water shall not be used. Ambient temperature shall be 40°F and above for placement of concrete. Use Super Diamond Clear by Euclid (or Equal) following manufacturer's instructions to cure concrete.
- C. Synthetic Fiber (by W.R. Grace and Company or equal) shall be added at the rate of one pound of fiber per square yard of concrete. Do not use fibers in exposed aggregate.
- D. Forms shall be either wood or metal and shall be straight, free from warp and of sufficient strength to resist spring during construction. Wood forms shall be minimum of 1 ½ inch in thickness (except in curved situations). Metal forms shall have a flat to surface. Whatever form is used it shall be staked and/ or braced sufficiently to hold required line and grade. Any pour not meeting these criteria will be rejected and required to be replaced.
- E. An expansion joint shall be used at all junctions that the new concrete meets existing rigid structures such as column, buildings, manholes and other walks. Use Foamtech Expansion joints (or equal) ½ inch in width. Dowell pin and sleeve shall be installed at all expansion joints. Dowell pin shall be #4 rebar in length of 10 inches and sleeves shall consist of ¾" PVC conduit cut into lengths of 6 inches.
- F. All control joints shall be cut (grooved) a minimum of one fourth the thickness of the slab. This shall be done within a 24 hour.
- G. #4 rebar-grid with maximum spacing of 18 inch on center shall be installed with minimum clear cover of 1½" from the bottom of concrete surface for vehicular traffic. Grid shall start 3 inch from the edge. If splices are necessary minimum lap length shall be 18 inch and laps shall be staggered. No steel reinforcement shall be required in pedestrian traffic area.
- H. Detailed concrete flatwork replacement specification is available from Project Administration upon request.

## **06. HAZARDOUS MATERIAL – (CALL OWNER REPRESENTATIVE IMMEDIATELY IF SUSPICIOUS)**

- A. If the contractor suspects that asbestos, lead or other hazardous containing material has been encountered, (s)he shall immediately stop work in the area and contact the University's representative.

- B. The University's representative shall then contact the proper university officials to take samples, conduct tests and report back to the contractor within a few days.
- C. If the material is determined to be positive on test, the University will take appropriate action to remove the material before the contractor can continue work in the affected area.

## **07. SITE CONDITIONS**

### **07.01 GENERAL - (NO PARKING ON GRASS)**

- A. The Contractor shall maintain his/her materials and organize his/her work in such a manner as to minimize any inconvenience to persons using same area of movement.
- B. The Contractor shall restrict his/her operations and movements in areas of the buildings, grounds that are strictly necessary to his/her work.
- A. Contractor shall assume complete responsibility for disposing of equipment removed from the site during the work. Contractor shall remove, transport, and dispose of all debris. Contractor shall maintain a conveyance adjacent to the work in which debris shall be deposited as it is removed from the work. (S)He shall cause the conveyance to be emptied on a regular basis and not allow overflowed or wind blew materials to deface site and/or surrounding properties. If contractor does not remove debris within reasonable time, EKU will remind contractor via email or hand delivered letter with amount to be fined if EKU has to remove them to keep work site neat and orderly. Contractor shall not use building elevators for transporting any material or debris unless authorized in a project scope page or special condition.
- B. Contractor shall not use owner's trash cans for disposal of waste.
- C. EKU assumes no responsibility for actual condition of items, grounds or structures at areas of work. Conditions existing at time of inspection for bidding purposes will be maintained by EKU insofar as practicable. Photograph or videotape existing conditions that might be misconstrued as damage related to contractor's activity. File with EKU prior to start of work.
- D. Any request for change or deviations from this contract shall be initiated by either the contractor or the owner. Both must agree in writing to its content.
- E. No utility services are to be interrupted. Contractor shall protect any known utilities against damage during construction. This includes but not limited to fire, water, gas, and electricity.

### **07.02 FACILITIES USAGE**

- A. Owner will determine a use of toilet facilities per contract. If contractor is required to provide temporary toilet facilities, they shall be in quantities necessary to adequately service workers and contractor's personnel. Portable toilets on site shall be serviced regularly and used in accordance with good, clean sanitary practice. Contractor shall obtain portable toilets from an established firm regularly providing the same.
- B. If contractor is allowed to use EKU toilet facilities, they shall be for personnel use and shall be kept in same condition as found.
- C. No cleaning of tools, buckets, vehicles etc. in any facilities or on exterior grounds.

- D. The contractor shall provide communication devices, such as telephones, for use by his/her employees or subcontractors and shall not be permitted the free use of the existing ECU systems.
- E. ECU will furnish water and electricity, if required. Contractor shall furnish all labor and devices required to convey these temporary services from point of connection to point of use desired by Contractor or his/her Subcontractors.

### **07.03 OCCUPANCY**

- A. ECU will occupy adjacent buildings at areas of work. Conduct work in a manner that will minimize need for disruption of ECU's normal operations. Provide minimum of 48 hours advance notice to ECU of activities that will affect the normal operations of the building and/or area of work. Coordinate all work with ECU, including daily work schedules and areas of work. Contractor will be required to provide means of egress when not working on site.
- B. If a work affects fire alarms and they need to be turned off, ECU shall be notified at least 3 business days prior to the commencement of work.
- C. Protect smoke detectors at all times, any detector that gets painted, damaged, altered or defaced will be replaced by a certified fire alarm contractor.

### **07.04 GENERAL WORK HOURS**

- A. Work Hours for academic buildings must be agreed upon and discussed prior to bidding. At times toward the semester ending during and before finals, special noise reductions in certain area will have to be observed. This again will need to be discussed and agreed upon prior to bidding.
- B. As a general rule, in all occupied resident halls during the fall, spring and summer semesters, no work shall begin until after ~10 AM and completed by 6 PM. This is not for an emergency situation. Everyone must be cleared for entrance to the resident hall through university authorized personnel. At times toward the semester ending during and before finals, special noise reductions in certain area will have to be observed. This again will need to be discussed and agreed upon prior to bidding.

### **07.05 STORAGE AND STAGING**

- A. Storage and staging areas (if needed) are to be determined at preconstruction meeting.
- B. The contractor is responsible for the security of his/her materials and equipment.

## **08. LANDSCAPE RECONSTRUCTION (IF APPLICABLE)**

### **08.01 GENERAL – TURF AND TREE PROTECTION**

- A. Aerial Lifts and all other motorized equipment must travel on protective turf covering systems any time they are operated off the pavement. Acceptable systems include: Territile, Matrax, Georunner, Durradeck, or the equivalent. A double layer of ¾ inch plywood can be used only for a six hour period or less. Lifts and other equipment must be stored on pavement when not in use. Never leave lifts or other equipment parked in lawn areas overnight.
- B. Trees and plants are damaged during construction in four main ways:



1. Physical injury to the trunks and branches
  2. Cutting of roots
  3. Soil compaction
  4. Changing grade in the root zone
- C. The associate director of Facilities Services must approve all digging, trenching, and other construction activities that may damage trees or plants in any way as described above.
- D. To minimize damage to trees during construction, a plant protection zone (PPZ) shall be established as far from the plant as possible. Preferred distance is one foot from the trunk for every inch of trunk diameter or a minimum of 10 feet or outside of tree drip line whichever is greater. A fence shall be erected to prohibit all construction activity, digging, vehicular travel, and material storage in the PPZ.
- E. When soil disturbance in the PPZ cannot be avoided, the contractor shall use the least invasive methods applicable. When possible, tunnel under roots instead of trenching through the root zone. Provide a 6-inch layer of materials, such as wood chips, to minimize soil compaction if vehicular traffic cannot be avoided in PPZ. Prohibit root disturbance within ten feet of all trees. Consult with the associate director of Facilities Services before work of this nature commences.
- F. The contractor shall not, for any reason, dispose of, rinse, mix, store or handle solvents, fuels, plaster, paint, concrete, or other materials in the PPZ.
- G. The original soil grade must be maintained in the PPZ. No cutting or filling of material will be permitted.

## **08.02 LAWN PLANTING PREPARATION**

- A. In areas where the grade has changed (any cut or filled areas)
1. Limit preparation to areas to be planted in the immediate future.
  2. Loosen sub-grade to a minimum depth of four (4) inches. Remove all stones, sticks, roots and other extraneous material. Subsoil grade shall correspond with finish grade, i.e. if a 2% slope is specified for the final grade, the sub-grade shall also have a corresponding 2% slope.
  3. Root zone soil (topsoil) shall be a minimum of six (6) inches deep, spread to specified grade and elevations, lightly rolled and/or irrigated to settle.
  4. Topsoil shall be free of rocks, sticks, roots, clods and any other material detrimental to plant growth.
  5. Topsoil and sub-soil shall not be worked if wet or frozen.
  6. Place approximately half of topsoil over sub-soil; work into top of loosened sub-soil to create a transition zone. Place remainder of topsoil required to bring site to final grade. Till soil to a minimum of six inches. Apply starter fertilizer at a rate, which provides 0.25 pounds of actual nitrogen per thousand square feet, 1.0 pounds of phosphorus per thousand square feet and 1.0 pound of potassium per thousand square feet.
  7. Clean surface area of rocks, sticks, roots, clods and all other deleterious material.
  8. Grade area to a smooth, even surface with loose uniform texture (pea to marble size particles).

9. Moisten area before planting when soil is dry. Irrigate thoroughly and allow drying before planting.
10. Leave soil ½ inch below finish grade in all areas to be sodded.
11. Topsoil shall be tilled to a depth of six (6) inches, soil shall have a medium to fine texture and soil particles shall be marble to pea sized. Do not pulverize topsoil to a fine dust. If the topsoil has been overworked, irrigate and allow soil to dry moderately to reestablish soil texture. Re-grade.

B. In areas where the grade has not been changed:

1. Remove and dispose of existing vegetation. (It may be permissible to till existing vegetation into soil, if so the area must be triple tilled and all rocks, sticks, roots, clods and other extraneous material removed.)
2. Till soil to a minimum of six inches. Apply starter fertilizer at a rate, which provides 0.25 pounds of actual nitrogen per thousand square feet, 1.0 pounds of phosphorus per thousand square feet and 1.0 pound of potassium per thousand square feet.
3. Clean surface area of rocks, sticks, roots, clods and all other deleterious material.
4. Grade area to a smooth, even surface with loose uniform texture (pea to marble size particles).
5. Moisten area before planting when soil is dry. Irrigate thoroughly and allow drying before planting.

C. Please consult with the Associate Director for Campus and Grounds for current grass seed specifications.

## 09. STORM WATER MANAGEMENT (IF APPLICABLE)

- A. The amount of storm water runoff should be equal in terms of pre-development and post development given the design of the storm water system. Storm water runoff from a site or subdivision shall not adversely impact natural drainage from an uphill drainage basin or to a downhill drainage basin or adjacent properties.
- B. ECU operates under the requirements of the Kentucky Pollutant Discharge Elimination System (KPDES), under which the ECU must develop, implement, and enforce a program to reduce pollutants from any storm water runoff resulting from **construction activities that result in a land disturbance greater than or equal to one (1) acre. Accordingly, all construction site development of one (1) acre or more must provide the following information before commencement of construction activities:**
  1. Provide the Richmond city's Code and Planning Office and copy ECU with a signed copy of the completed Notice of Intent (NOI) form, KPDES Form NOI-SW within forty eight (48) hours prior to the initiation of site work.
  2. Provide a completed copy of the site-specific Best Management Practices Plan at a scale not greater than 1"=50 feet to the city's Code and Planning Office and copy ECU at the time of request for a development plan review by the Planning Commission. This information shall be available for review by the Technical Advisory Committee at its regular meeting.
  3. Provide the city and ECU with any updates to the Best Management Practices Plan made during the actual construction process, within twenty-four (24) hours of final design.

4. Provide the city and copy ECU with a signed copy of the Notice of Termination (NOT) within forty-eight (48) hours of submittal to the state.
- C. The city and ECU has the right to 1) enter and inspect construction sites with any land disturbances for the presence of properly installed and functioning sediment control Best Management Practices and to assure compliance with the BMP site specific plan, 2) to review the records of the permittee and/or his/her contractor at both on-site and off-site locations that pertain to the development, installation, maintenance, and operation of the BMP Plan, and 3) to require modification to the BMP Plan along with the correlating physical placement of the modifications at the site, when in the opinion of the city or ECU the current BMPs are not functioning to the degree necessary to prevent or minimize erosion or to provide proper sediment control.
  - D. Where the permittee and/or his/her contractor is found to be in non-compliance, each non-compliance item shall be corrected within five (5) working days of notification. The first occurrence of noncompliance shall result in an issue of Notice of Violation; the second occurrence or continued noncompliance shall result in a stop work order; the third occurrence or continued non-compliance shall result in a five hundred dollar (\$500) fine per calendar day of non-compliance along with a filing of a complaint with the Kentucky Division of Water.

## 10. ADMINISTRATIVE

### 10.01 GENERAL

- A. (If Applicable) A preliminary construction meeting will be held at a time and place designated by Owner, for the purpose of identifying responsibilities of Contractor and Owner. A date will be set at time of Bid opening for the meeting.
  1. The Owner will use this meeting for the following minimum agenda:
    - > Construction Schedule
    - > Reconstruction Schedule
    - > Use of areas of the site
    - > Delivery and storage
    - > Safety
    - > Post clean-up
  2. Procedures relation to the following will be discussed:
    - > Submittals
    - > Change orders
    - > Applications for payment
    - > Record documents
  3. Meeting attendees shall include:
    - > The Owner
    - > **The Contractor and its Superintendent (All Must Be Present)**
    - > Sub contractor representative (if applicable)
    - > Manufacturer representative

## **10.02 SUB CONTRACTOR**

- A. The primary contractor is fully responsible for all areas of construction or reconstruction in the job specification regardless of job performance by themselves or by subcontractor. Only subcontractors that are job specific to the specification will be accepted. A minimum of three years experience by the subcontractor is required, including successfully completed jobs of or equal complexity. These must be listed when bids are submitted. (Eastern reserves the right to wave these requirements.)
- B. Please list any and all subcontractors to be used on this job. Subcontractors not list on the bid form cannot be used without written permission by the University. Subcontractors listed on the bid form shall not be changed without written permission by the University. The general contractor shall list itself for any subcontractor trades for which it has competent staff and equipment to perform.

## **10.03 KEY CHECKOUT PROCEDURE**

- A. Keys will be issued upon approval by Capital Construction and Project Administration or Facilities Services. Unless prior approval is granted, all keys must be signed in and out daily. If prior approval is granted to keep a key for the duration of a project, the key must be returned at the end of the project. Master and series sub-master keys will only be provided if the scope of the project requires the key. Contractors are responsible for all the expenses created by lost or misused keys.

## **10.04 SITE VISIT**

- A. All Contractors, before submitting bids, shall visit and examine the site as necessary to satisfy themselves as to the nature and scope of required work, including any and all dimensional measurements, and any difficulties attending the execution of the work as hereinafter specified and as indicated on the drawings. The submission of a bid will be construed as evidence that a visit and examination has been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized. No consideration will be given to any claim based on lack of knowledge of existing conditions.

## **10.05 MEASUREMENTS**

- A. Each Contractor shall be responsible for verification of all measurements and dimensions at the site before ordering any materials or doing any work. No extra compensation shall be allowed due to difference in actual dimensions and measured dimensions. NOTE: DO NOT SCALE THE DRAWINGS. ECU will not be responsible for deviations in drawing measurements, even if listed on a drawing provided by ECU.

## **10.06 MATERIALS**

- A. If a product is submitted other than the product specified within these contract documents, it is the contractor's responsibility to submit these different products at bid opening. No submittals will indicate that the products specified herein will be used with no alternate accepted at a later date.
- B. Any materials, labor, equipment or services not mentioned specifically within these documents, which may be necessary to complete or perfect any part of the work in a substantial manner, in compliance with the requirements stated, implied or intended in

the specifications and/or drawings, shall be included as part of this contract. NOTE: EKU will not furnish any materials, labor, equipment or services to the Contractor for completion of the work.

- C. EKU shall not and will not be responsible for accepting, unloading and/or storing any material delivered to the site for this project.

#### **10.07 SCHEDULES**

- A. Submit schedule indicating proposed sequence of operations and details for dust and noise control protection for all the work for review prior to start of work.
- B. Work can be conducted between daylight and dark during week days. If work after dark and/or weekend is required, the owner must be notified within 48 hours of scheduled work and must agree to do so.

#### **10.08 QUALITY OF WORK**

- A. Workmen or supervisors judged by EKU to be incapable of performing their trade in a manner commensurate with quality of workmanship required by these specifications and accompanying drawings shall be immediately removed from this project when directed by EKU. Work that is not satisfactorily installed shall be removed and replaced at contractor's expense.
- B. Materials determined by EKU to be defective or unsuitable and not in conformance with the contract documents shall immediately be removed from the project site. Work shall cease immediately once a conflict arises. The contractor will be responsible to make corrections that are in conformance with the contract documents. Any deviations from the contract document must be approved in writing by EKU prior to installation.

#### **10.09 SIGNS**

- A. The Contractor shall not display any sign, trademark, etc. except by the approval of EKU.

#### **10.10 CODE COMPLIANCE (IF APPLICABLE)**

- A. The following codes and/or Standards, but not limited to, are to be adhered to during this project. Contractor shall comply with all codes to local jurisdiction.
  1. Kentucky Building Code
  2. National Electrical code
  3. Occupational Safety and Health Administration
  4. Environmental Protection Agency
  5. State fire Marshals Code
  6. National Fire Protection Association
  7. Underwriters Laboratories

#### **10.11 INSPECTION FEES**

- A. Inspection fees by other agencies and responsibility for payment should be discussed prior to bid submission. If prior arrangements are not made, the contractor will be held accountable for all fees.

## **10.12 PROJECT COMPLETION AND RECORD DRAWINGS**

- A. The Contractor shall keep one copy of all Contract Documents, drawings, specifications and shop drawings on the site, in good condition, and a qualified representative of the Contractor and each Subcontractor shall record on these prints, from day to day as the Work progresses, all changes and deviations from the Contract Documents. This set will be delivered to ECU upon completion of the project. Approval of final payments will be contingent upon compliance with these provisions.
- B. At the completion of work the contract area shall be complete, clean and free of all damage, dirt and other imperfections with all operable equipment functioning properly.
- C. The Contractor shall remove all materials or rubbish resulting from his/her work and leave the site clean to the satisfaction of ECU upon completion of the work and before final acceptance of the job can be made.
- D. The Contractor shall submit all warranties and guarantees requested by this contract.
- E. Remove all temporary barriers, services and devices.
- F. After all work is completed, ECU and in conjunction with manufacturer's representative (if applicable) shall make a final inspection. Any work not up to standard shall be removed and replaced before final payment is made. The warranty on the entire project begins at project completion (upon warranty delivery and final state inspection) for all components of the project regardless of when the components (or systems, parts, pieces, equipment, etc.) were delivered or installed.

## **11. CAMPUS MAP**

For a digital copy of our updated map see <http://parking.eku.edu>.