

00 Procurement & Contracting

NOTE: Significant revisions or additions to the previous standards are highlighted in italics.

GENERAL

Project Designers shall verify that all applicable portions of these standards are incorporated into the project's design, drawings, specifications and final construction. Requests for variances from these standards shall be submitted in writing to the FPD Project Manager, using the KU Standards Variance Request Form found in **Appendix A1.1**, for review and written approval or rejection as indicated on the form.

RELATED DOCUMENTS & REQUIREMENTS

Refer to the following for requirements that may also apply to work of this section.

Division 1 - General Requirements, of the KU Design and Construction Standards.

KU Procurement Services (KU-PS) "Purchasing" web page, for guidelines and requirements.

Kansas Board of Regents Project Delivery Process: Summarized in a document which can be viewed online [here](#).

State of Kansas, Department of Administration, Office of Facilities and Property Management (OFPM) for guidelines and requirements for bidding of projects that are state-funded, and which can be viewed online [here](#).

PROCUREMENT OF DESIGN & CMAR SERVICES

Section under construction.

CONTRACT DOCUMENTS

The University of Kansas uses an amended version of the American Institute of Architects (AIA) electronic contract documents, which have been edited by FPD and KU's Office of General Counsel (OGC) to more closely reflect the needs and interests of the University. The KU Endowment Association (KUEA), and other University affiliates, use similar documents amended to further reflect their interests.

Following the successful negotiation of fees by the PNC with the selected firm, FPD will edit and create the amended AIA contract documents to reflect those agreements. All final contracts will be reviewed and approved by OGC prior to execution by the Consultant or Contractor.

When Consultants, Contractors or Construction Managers respond to KU solicitations for qualification statements, services, proposals or bids from, they must do so with the understanding that the University will utilize these amended versions of the AIA contract

documents to contract for services or work. *Draft versions should be provided at time of solicitation.*

Firms that are unwilling to accept and execute KU's amended contracts as offered to them, should not submit to the KU solicitation. If they propose revisions to or refuse to sign KU's amended AIA contracts as offered to them, the University will terminate negotiations or withdraw the offered contract, and enter into negotiations with the next most qualified firm or bidder, with no obligations of any kind to the rejected firm.

CONSULTANT FEE PAYMENT SCHEDULE

Consultants shall be paid for KU projects in accordance with the following fee breakdown per phase of work. Consultants shall format their invoices to include each of the following line items & percentages, unless otherwise agreed upon. Fees for basic services may be invoiced to KU for the percentage of completion of each phase, monthly. Fees for additional services shall be invoiced for the percentage of completion of each additional service provided.

If reimbursable expenses have been approved, Consultants shall show a running total of the reimbursables billed to-date relative to the overall allowance for reimbursables on each invoice and shall attach documentation supporting each item. *Allowable reimbursable expenses must comply with KU policies on travel, meals, lodging and must in all cases be reasonable and average expenses, and may be audited.*

Invoices shall be submitted electronically as PDFs emailed to the FPD Project Manager. Each email forwarding an invoice shall note the KU project name and number, and the firm's name and invoice number in the subject line of the email for most timely review.

Fee % Phase / Submittal

20% Program Review/Concept Design & Schematic Design Phase

20% Design Development Phase

30% Construction Documents Phase

2.5% Bidding

Note: May only be invoiced after award of bid, and after FPD receives complete set of PDF & .DWG/.DOC construction documents & addenda.

25% Construction Administration

Note: May be invoiced monthly, in evenly distributed increments over the contract construction period, but only if the cumulative total paid does not exceed the Contractor's percentage complete by more than 5%, at which time fees shall be adjusted to match the Contractor's percentage complete.

2.5% Closeout & As-Built Documents

Note: May only be invoiced as a lump sum amount, following project closeout and FPD receipt and approval of as-built record documents (complete set of

PDF & .DWG/.DOC construction documents, addenda & relevant ASI clarification drawings, for all A/E disciplines) and project data summary.

STRATEGIC SOURCING

Section removed. Refer to KU Procurement guidelines.

KU AUDIT

KU has developed an internal audit program which endeavors to ensure that KU is only charged for reasonable, industry-standard costs for all construction work, in accordance with the contract document requirements, and primarily focuses on costs that are not competitively-bid. *Audits are generally analyzing labor, material, rental costs and ensuring expenditures meet contractual requirements on pay applications and change orders. More information can be found at [Appendix A0.2](#).*

Project Designers and Contractors shall comply with KU's Audit program guidelines and requirements. FPD can provide directions and answer any questions about this process.

DIVISION ONE & BIDDING FRONT-END DOCUMENTS

KU has developed a standard set of bidding and front-end documents that will be provided by the FPD Project Manager to each Project Designer and which shall be used on all projects.

Project Designers shall edit and update those documents to reflect the needs of each project, in consultation with the FPD PM. Designers shall also edit other portions of the project specifications to reflect the following criteria, as applicable to each project and as directed by the FPD PM.

INSTRUCTIONS TO BIDDERS

- ☐ *Designers shall prepare a written summary describing the projects key features and scope of work to include estimated construction cost and project area.*

EXISTING BUILDING ACCESS:

- ☐ FPD shall establish specific dates for prospective bidders to visit the project site and inspect secured spaces.
 - ☐ Bidders shall be advised that University personnel will NOT be available to provide access to existing facilities on an individual basis, outside of site visits arranged in conjunction with the Pre-Bid Conference.
- ☐ During construction, Contractors needing access to buildings can obtain access cards by *requesting the FPD project manager to submit a contractor key request on their behalf via Maximo*. Physical keys will only be issued for interior spaces.
 - ☐ Each Consultant, Contractor or Subcontractor will be required to leave a deposit for each loaned set of keys. The deposit amount is \$500 per set of keys, via a check made out to the University of Kansas *or credit card. Please note that if a card is used,*

there is a transaction fee deducted from the total amount refunded. The deposit is refunded once the keys are returned.

BUILDING PERMITS

Buildings on State property will be permitted through State of Kansas OFPM processes.

Buildings on privately owned properties, such as land owned by KU Endowment Association, would follow permitting jurisdiction of that AHJ.

SUBMITTALS

Submittal Logs: Designers shall maintain a submittal log, which lists all submittals required by the contract documents and logs the dates of submittal, approval, rejection or resubmittal for each. Copies shall be periodically distributed to the Contractor and Owner, as requested.

MSDS Sheets: Refer to Project Closeout requirements.

Operating & Maintenance (O&M) Manuals: The Contractor shall submit an indexed PDF copy of each complete set of bound O&M manuals to the FPD Project Manager at the time of project closeout.

QUALITY CONTROL

Inspections: All work shall be inspected before being covered or concealed, by joint inspection conducted by representatives of the Consultant(s), Contractor, FPD, FPD Code Compliance Coordinator and the AHJ handling inspections.

- ☐ The Contractor shall be responsible for requesting all inspections and coordinating the attendance of representatives of the A/E, FPD, KSFMO and OFPM.

Quality Control Testing: The University shall retain the services of an independent testing agency to perform all required construction testing and shall pay for such testing out of the project budget. Smaller projects may have testing services provided as part of the construction contract, if directed by FPD.

The Project Designer shall specify the scope of testing that will be required, in each appropriate section of the project specifications. The following tests are typically to be required, and performed by the University's testing agency:

- ☐ Earthwork: compaction & moisture content
- ☐ Drilled Piers: drilling, bearing depth, bearing material & concrete placement
- ☐ Concrete: strength, air content & slump
- ☐ Masonry: mortar strength
- ☐ Steel: welds & bolted connections
- ☐ Fireproofing: coverage & thickness
- ☐ Other Tests: As recommended by the Project Designer, or as requested by FPD.

The Contractor shall give advance notifications to the Owner's Representatives prior to each required test. The Contractor shall be responsible for the costs of all testing that proves any part of the work to unacceptable, and for re-testing to assure the acceptance of all corrective work.

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

Existing Streets and Walks: The Contractor shall photograph or videotape the site limits, and sidewalks and drives in the vicinity of the project prior to the start of demolition or construction, accompanied by the Project Designer and FPD representatives.

- ☐ Photos or videotapes may be used to establish the original condition of existing drives and sidewalks, and repairs required upon completion of the project.
- ☐ The Contractor shall keep streets and sidewalks free from debris and mud, within 24 hours after they are soiled.

Temporary Access Roads: The Contractor is responsible for maintenance and repairs of access roads within the construction area and of dedicated access roads into the construction site, including snow removal.

- ☐ Cost of maintenance and repairs of access roads, and restoration of affected areas to previous condition, shall be borne by the Contractor.
- ☐ Consultants shall review fire department access to existing buildings during construction, shall verify acceptable paths with Lawrence Fire Department administrators, and shall indicate same on construction documents.

Construction Fence: The project's entire construction site limits shall be fenced, unless otherwise directed or approved by FPD.

- ☐ Location of construction fences, contractor access roads and gates shall be shown on site plans in construction documents.
- ☐ 6' high chain link fence with top tension wire, and posts at 10' maximum o.c, with driven posts in lieu of posts set into concrete, shall be specified unless otherwise approved by FPD.
- ☐ Contractors shall be required to provide temporary construction fencing or barricades around isolated areas of work that may be hazardous to non-construction personnel.

Protection of Existing Trees and Plantings: The construction documents shall indicate a separate construction fence to be provided by the Contractor around the drip line of all mature trees that are within the project limits and could be damaged by construction traffic or materials storage.

Contractor Parking, Staging & Storage Areas: Parking, staging and storage areas shall be onsite, within the project's construction limits, or shall be in off-site areas as designated or approved by the University.

- ☐ Construction vehicles shall be parked within the project's construction limits, or legally parked in designated parking places. Parking on sidewalks and lawns will NOT be permitted.
- ☐ Refer to the current edition of the University of Kansas Parking Regulations and Map for current campus parking regulations; copies are available from KU Transportation

Services. Contractors should contact KU Transportation Services to discuss specific parking permit options and costs applicable to each project.

- ❑ Offsite Staging Areas: The University may, at its discretion, make designated parcels of land available upon request to the Contractor and major subcontractors for offsite storage of their construction vehicles, trailers, equipment and materials, typically on West Campus.
- ❑ Each Contractor who is given temporary rights to a designated parcel of land shall be required to keep his parcel in neat condition at all times, regularly mowed and free from trash and other unsightly debris. The Contractor may fence all or part of his designated parcel, at his option. Within 30 days following Substantial Completion of the last phase of the project, the Contractor shall remove all of his equipment and materials and shall restore his designated parcel to its previously existing condition, including restoration of the finish grade and turf.

Emergency Exits During Construction: *Designers are required to identify alternate paths of egress from existing buildings when required exits will be temporarily closed by construction activities.*

- ❑ *The Project Designer shall show in the contract documents all exit paths and submit temporary egress plan for approval if impacting any egress routes.*
- ❑ *Temporary egress routes shall have concrete or compacted gravel, suitable for all weather or egress, and for use by persons in wheelchairs if it is an accessible route.*

Temporary Site Lighting: Designers shall include provisions in the construction documents for temporary site lighting wherever existing lights are temporarily removed or disconnected, or wherever temporary walks or egress routes are to be provided and existing site lighting is inadequate.

Storm Drainage & Dewatering: Contractor shall be required to provide temporary means of rerouting or pumping stormwater drainage off the site and away from KU facilities during construction period.

- ❑ Contractors shall be required to contact the Kansas Dept. of Health & Environment (KDHE) and file appropriate paperwork relative to the regulations governing control of stormwater from construction sites that disturb an area of one (1) or more acres.

Protection of Slopes from Erosion: Contractor shall be required to provide silt fences along bottom edge of all slopes that do not have an established turf due to construction activities.

- ❑ Provide soon after existing turf has been removed from slopes greater than 1:10, and which are subject to soil erosion onto adjacent turf or paved areas.
- ❑ Maintain until new turf or groundcovers are established.
- ❑ Silt fences shall be 12" high synthetic, semi-porous fabric secured to wood posts at no more than 4' centers.

Temporary Utilities: Water, gas, steam and electricity shall be made available to the Contractor at no additional cost from existing points of connection. *However, the contractor is required to provide a meter so that usage can be charged to the project.*

- ☐ Contractor shall make all connections and extend to point of use.
- ☐ Backflow prevention devices shall be required on all connections to water services.

Temporary Toilets and Sanitary Facilities: Contractors shall be required to make their own provisions for these services.

- ☐ Contractors shall not use existing toilets or sinks.

Temporary Trash Disposal: Contractors shall be required to make their own provisions for these services.

- ☐ No burning is allowed on the project site.
- ☐ All trash shall be removed from the site and building and shall be hauled to an authorized landfill.
- ☐ No dumping of trash is allowed on University or State property, or in University dumpsters.

Jobsite Identification Sign: Contractor shall provide project sign(s) as indicated in the construction documents.

- ☐ Project signs shall include text and graphics as furnished by the University. A/E shall include KU's standard detail in the contract documents, as indicated in *Appendix A10.5 - Jobsite Signs*.
- ☐ Designer shall verify location(s) with FPD and shall indicate project signs in the construction documents.
- ☐ The Contractor shall maintain the sign in good condition until completion of the project. No other contractor, subcontractor or trade sign shall be posted on the project site.

CONTRACT CLOSEOUT

Material Safety Data Sheets (MSDS): Contractor shall submit MSDS information about all major building materials incorporated into the project to FPD project manager for filing with EHS and project folder.

- ☐ MSDS information shall be sorted in same order as project specifications and bound, with dividers for each specification section and a cover sheet identifying project name, number, Contractor's name and address.
- ☐ A copy of these sheets shall be included in the Operating & Maintenance Manuals.

Specifically-Required Data Sheets: MSDS sheets are required for the following, and as requested by KU-EHS.

- ☐ Concrete Floor Sealers
- ☐ Paints and Stains
- ☐ Waterproofing Sealers on Wall Surfaces
- ☐ Floor Finishes

- ☐ Wall Finishes
- ☐ Ceiling Finishes
- ☐ Mastics and Adhesives used with other finish materials
- ☐ Joint Sealers
- ☐ Firestopping Materials
- ☐ Roofing Materials
- ☐ Coolants and other liquids used in mechanical equipment

Non-Asbestos Certification: Contractor shall submit a letter to the Director of KU's Environment, Health and Safety (EHS) Office for their information and files, copied to the FPD Project Manager, which certifies that the construction of the project was completed without any asbestos-containing materials being incorporated into the work.