



# EASTERN KENTUCKY UNIVERSITY

*Serving Kentuckians Since 1906*

Office of Finance & Administration  
Division of Capital Construction  
& Project Administration

521 Lancaster Avenue  
Coates, CPO 6A-1  
Richmond, KY 40475-3102

(859) 622-2966

## AGREEMENT FOR SPECIAL INSPECTIONS SERVICES

THIS AGREEMENT made and entered into this 1st day of July, 2018 by and between Eastern Kentucky University, as represented by the Division of Capital Construction & Project Administration, hereinafter called the "OWNER" and \_\_\_\_\_, hereinafter called the "SPECIAL INSPECTOR".

WHITNESSETH THAT WHEREAS the Owner requires a specific type of Special Inspection, the Owner, depending on the specific type of Special Inspection, desires to avail itself of the services for Special Inspections requires by Section 17, of the Kentucky Building Code, latest edition, the Owner under this Master Agreement employs an approved agency to perform inspection during construction on the types of work listed under Section 1705 of the Kentucky Building Code. These inspections are in addition to the inspections identified in Section 110.

Where the specific type of Special Inspections require a Structural Engineer, an Engineer registered and licensed as such by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors, pursuant to KRS Chapter 322, and particularly versed and experienced in structural construction inspection for miscellaneous renovations and improvement projects at various locations as required by the Owner, may provide these Special Inspection Services.

Where the specific type of Special Inspections require a Civil Engineer, an Engineer registered and licensed as such by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors, pursuant to KRS Chapter 322, and particularly versed and experienced in civil engineering construction inspection of miscellaneous renovations and improvement projects at various locations as required by the Owner, may provide these Special Inspection Services.

Where the specific type of Special Inspections require a Geotechnical Engineer, an Engineer registered and licensed as such by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors, pursuant to KRS Chapter 322, and particularly versed and experienced in construction inspection of subsurface or soil conditions for Capital Construction Projects at various locations as required by the Owner, may provide these Special Inspection Services.

Where the specific type of Special Inspections require materials testing, an Engineer registered and licensed as such by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors, pursuant to KRS Chapter 322, and particularly versed and experienced in construction materials testing for Capital Construction Projects at various locations as required by the Owner, may provide these Special Inspection Services.

WHEREAS, the Special Inspector is licensed as a Professional Engineer qualified to perform either structural engineering, civil engineering, geotechnical engineering, or materials testing, pursuant to KRS Chapter 322, or is a firm employing such a licensed professionals, and is experienced and proficient in the specific type of Special Inspections required by the Kentucky Building Code and the Owner, and who

will be in responsible charge of all Special Inspection work accomplished under this agreement (in which case the firm is referred to hereinafter as an individual), and is qualified to perform the required services. All professional services by this contract shall be performed by the Special Inspector or bonafide employee, and shall not be subcontracted.

NOW, THEREFORE, the Owner and the Special Inspector, for the consideration hereinafter named, agree as follows:

#### **ARTICLE 1: ESTABLISHMENT OF THIS MASTER AGREEMENT AND ITS LIMITATIONS**

- 1.1 This Master Agreement is a specialized type of Personal Services Contract** that specifies the framework (e.g. hourly rates, reimbursement, billing terms, etc.) for the future delivery of indefinite amounts of professional Special Inspection services. This Master Agreement is issued under the authority and provisions of KRS 45A.837 which permits Eastern Kentucky University to enter into Master Agreements for architectural, engineering, or engineering-related services.
- 1.2 This Master Agreement does not authorize the delivery of any such services.** However, when actual professional Special Inspection services are required, they will be authorized by issuance of a Purchase Order. It shall not be construed that any legal or financial responsibility is constituted on behalf of the Owner by this Master Agreement contract unless the Owner directs the Special Inspector, in writing, to perform services as herein outlined in this agreement. This direction from the Owner shall be by issuance of a Purchase Order.
- 1.3 A Purchase Order is a document that authorizes a specific amount of Special Inspection services to be delivered against this specific Master Agreement,** where fees are within the limits prescribed by the Master Agreement, for Capital Construction Projects, including anticipated reimbursable costs. This Purchase Order will specify the extent of work to be performed, along with a maximum not-to-exceed fee amount determined at the time of issuance of the Purchase Order.
- 1.4 This Master Agreement has both per-project and per-year fee limits** established in KRS 45A.837 as follows: Maximum fee limit per-project: \$ 75,000.00 / Maximum fee limit per-year: \$150,000.00
- 1.5 Master Agreements are issued on an annual fiscal year basis** for professional special inspection services (July 1 through June 30, annually. This Master Agreement spans one fiscal year). Purchase Orders issued under this Master Agreement will remain in effect until the special inspection services ordered are completed, even if those services are completed after the ending date of the Master Agreement provided that the Owner has not elected to terminate the Master Agreement (see Termination clause provided hereinafter).
- 1.6 This initial Master Agreement is for a zero-dollar amount but establishes the terms,** as indicated herein, that will govern any work delivered under a subsequent Purchase Order which is issued at the time that specific special inspection services are required.
- 1.7 It shall be understood and agreed that not any contract or agreement will be effective and binding against the Owner until** the Master Agreement Contract has been approved and issued by Eastern Kentucky University and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service and by documentation that state personnel are not available to perform such service. The Special Inspector acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- 1.8 A firm shall not hold more than one (1) Master Agreement for special inspection services issued for a given fiscal year.** A firm may continue to hold multiple Master Agreements for special inspection services issued in previous fiscal years provided that active Purchase Orders issued during the original fiscal year continue in effect. A firm may hold Master Agreements for

other discipline related services issued for a given fiscal year provided that the firm is qualified to hold such Master Agreement.

## ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF THE SPECIAL INSPECTOR

### 2.1 By executing this Master Agreement, the Special Inspector makes the following express representations and warranties to the Owner:

- 1) **The Special Inspector's Qualifications** shall be as follows:
  - a. **The Special Inspector is professionally qualified to act as a professional** as anticipated under this Master Agreement and is licensed to practice engineering, by all public entities having jurisdiction over the Special Inspector as it performs work in the Commonwealth of Kentucky;
  - b. **The Special Inspector shall maintain all necessary licenses, permits or other authorizations necessary** to act as a professional Special Inspector as anticipated under this Master Agreement until the Special Inspector's duties of Purchase Orders issued hereunder have been fully satisfied;
  - c. **The Special Inspector shall exercise that degree of care and skill ordinarily exercised** by members of the same profession currently practicing under similar circumstances in preparing all documents required by this Contract including, but not limited to, all specific special inspections required, and shall exercise usual and customary professional care to conform and comply with all applicable law, codes and regulations in effect at the time of preparation;
  - d. **The Special Inspector assumes responsibility to the Owner** for the negligent acts, errors, and omissions of its employees for professional services provided under this Master Agreement;
  - e. **The Special Inspector is not responsible for an Owner's Directive, an Engineer of Record's Directive** or deviation for the Contract Documents made without the Special Inspector's concurrence;
  
- 2) **The Special Inspector's Warranties** pertaining to an assigned project shall be as follows:
  - a. **The Special Inspector will become generally familiar with each Project as assigned**, including the project requirements, project site and the local conditions under which each Project shall be designed, constructed, and operated;
  - b. **The Special Inspector will become familiar with the project design of the Engineer of Record**, including the specific elements of the construction that are to be inspected by the Special Inspector
  - c. **The Special Inspector agrees to commence services**, when directed by the Owner, and shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of each assigned Project and in compliance with the schedule provided by the Owner at the time of issuance of the Purchase Order for each assigned Project;
  - d. **The Special Inspector will become familiar with the Contractor's construction schedule**, will respond reasonably to the Contractor's notifications that the construction is ready for inspection by the Special Inspector, and will document each inspection and re-inspection in such a manner as to avail the Owner the opportunity to determine if the cost of the inspection or re-inspection should be borne by the Contractor under the terms of the General Conditions of Construction.
  
- 3) **The Special Inspector's services shall be provided by the Special Inspector's employees:**
  - a. **The Special Inspector shall identify a representative** or representatives, authorized to act on behalf of the Special Inspector with respect to each assigned Project. These representatives shall be employees of the Special Inspector.
  - b. **The Special Inspector shall not utilize the services of any person that is not an employee** of the Special Inspector, including contracted labor, sub-consultants or persons from other firms to accomplish any portion of the work required to fulfill a Purchase Order assignment under this Master Agreement. This provision does not prohibit the Special Inspector from contracting with a laboratory or testing agency to

provide specific testing analysis as may be necessary in the performance of the services for an assigned project.

- c. **Except with the Owner's knowledge and written consent**, the Special Inspector shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Special Inspector's Professional Judgement with respect to any assigned Project.
- d. **It is agreed by and between the parties hereto that the Special Inspector will observe the rules of State Government** and will not solicit or employ state employees in conjunction with his work under this contract without the approval of the Owner and the head of the department in which the employee is employed.

- 4) **All reports, notifications, and defective work in place notices, as instruments of service**, shall be the property of the Owner whether or not the work for which they are made be executed.

### **ARTICLE 3: OBLIGATIONS OF THE SPECIAL INSPECTOR TO FOLLOW THE OWNER'S PROCESSES, PROCEDURES, AND DOCUMENT SYSTEMS**

#### **3.1 OWNER'S PROCEDURES MANUAL**

**3.1.1 The Special Inspector is obligated to follow the Owner's Procedures Manual**, entitled "Capital Construction Project Procedures Manual", as published by Eastern Kentucky University, Office of Finance and Administration, Division of Capital Construction and Project Administration at the time of this Agreement.

**3.1.2 The Special Inspector is obligated to follow the Owner's Procedures Manual Supplement**, entitled "Capital Construction Project Procedures Manual, Technical Guidelines and Specifications", as published by Eastern Kentucky University, Office of Finance and Administration, Division of Capital Construction and Project Administration at the time of this Agreement.

**3.1.3 The Special Inspector shall cause** its employees assigned to any Project under this Master Agreement to become familiar with the Owner's Procedures Manual by training offered free of charge by attendance at Owner's sponsored workshops, updates, and training.

### **ARTICLE 4: THE SPECIAL INSPECTION SERVICES**

**4.1 Provide Special Inspection of specific items of the Work of a Capital Construction Project, as assigned, where the specifications, the Architect/Engineer's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved**, when the Contractor gives timely notice of its readiness for inspection. Inspections shall be made promptly.

**4.2 The Special Inspector shall inspect the Work of a Capital Construction Project, as assigned, for the purpose of verifying and making note of Contract Document compliance or non-compliance.**

**4.3 The Owner requires the Contractor to notify the Special Inspector regarding individual inspections required** by the Contract Documents and coordinating the schedule of inspections and testing with the Contractor's approved construction schedule. The Owner requires that adequate notice be provided so that the Special Inspector has time to become familiar with the project.

**4.4 The Special Inspector is responsible for noting any defective work in place and to provide a notice thereof to the Owner, the Architect/Engineer and to the Contractor.** The Special Inspector is responsible for verifying that deficiencies are corrected by the Contractor and to coordinate with the Contractor to ensure that the Special Inspector has observed the corrected deficiency prior to the work involved in the discrepancy being concealed or made inaccessible by subsequent work. Concealing or making inaccessible such deficiencies shall constitute another

deficiency subject to removal by the Contactor to allow observation of the work involved in the initial discrepancy.

- 4.5 The Special Inspector shall keep records of all inspections and testing, re-inspections and re-testing, and other related events.** The Special Inspector shall furnish inspection and testing reports to the Owner, Contractor, and Architect/Engineer concurrently and as construction progresses. Reports shall be submitted immediately following each site visit, inspection and when determinations of results of off-site testing are available.
- 4.5.1 Reports shall include** date of issue; project title and RCF number; name/ address/ telephone number of testing agency; dates and locations of samples and tests or inspections; names of individuals making tests and inspections; description of the work being tested or inspected; test and inspection method; specification section related to work; complete test or inspection data; test and inspection results; interpretation of results; all non-conforming items/ discrepancies observed and corrective actions implemented by the Contractor; re-testing and re-inspection performed; ambient conditions at time of sampling, testing or inspection; comments or professional opinion on whether tested or inspected work complies with the Contract Documents and name/ signature of inspector with registration number.
- 4.6 The Special Inspector shall immediately bring non-conforming or discrepancy work to the attention of the Contractor for correction.** The Special Inspector shall, concurrent to this notification to the Contractor shall notify the Owner and the Architect/Engineer.
- 4.6.1 If non-conforming or discrepancy work is not corrected in a timely manner** or are about to be incorporated into the work, the Special Inspector shall bring the non-conforming or discrepancy work to the immediate attention of the Authority Having Jurisdiction, Owner, Contractor, and the Architect/Engineer, and that item shall be highlighted in the Special Inspector's written report.

#### **ARTICLE 5: FEES AND OTHER PAYMENTS**

- 5.1 The Special Inspector shall keep clear and accurate records of each inspection and re-inspection performed under a Purchase Order under this Master Agreement** with a goal of accounting for the costs of the inspects such that the Owner may make payment for those inspections under the following provisions:
- 5.1.1 The costs of the initial special inspections and testing** will be paid by the Owner under the terms of this Master Agreement.
- 5.1.2 The costs of re-inspections and/or re-testing, should discrepancies be found,** will be paid by the Owner under the terms of this Master Agreement, but is recoverable by the Owner from the Contractor by a credit change order.
- 5.1.3 The costs of re-scheduling inspections and/or testing,** where the Contractor through his lack of reasonable control of scheduling causes the Special Inspector to spend time in preparation for an inspection and/or test that did not occur as scheduled, will be paid by the Owner under the terms of this Master Agreement, but is recoverable by the Owner from the Contractor by a credit change order.
- 5.2 For services rendered by the Engineer pursuant to this Agreement,** Eastern Kentucky University will make payments to the Engineer on the basis of hourly rates, in accordance with the following schedule of rates:

Rates for Professional Services:

Principal of Firm/Professional	\$125.00 per hr.
Project Engineer	\$100.00 per hr.
Project Manager	\$ 75.00 per hr.
Special Inspector – Deep Foundation Systems	\$ 75.00 per hr.

Special Inspector – Elevated Structural Concrete	\$ 85.00 per hr.
Special Inspector – Structural Wood Systems	\$ 75.00 per hr.
Special Inspector – Structural Steel Systems	\$ 85.00 per hr.
Special Inspector – Special Soils	\$ 75.00 per hr.
Special Inspector – Soils (Compaction, bearing)	\$ 60.00 per hr.
Special Inspector – Shallow Concrete Foundations (Slabs, ground or deck)	\$ 60.00 per hr.
Special Inspector – Masonry	\$ 60.00 per hr.
Special Inspector – Fire Resistive (penetrations and joints)	\$ 85.00 per hr.
Special Inspector – Fire Resistive (coatings)	\$ 75.00 per hr.
Special Inspector – Lab Testing Technician	\$ 50.00 per hr.
Special Inspector – Field Testing Technician	\$ 33.00 per hr.
Word Processing/Clerical	\$ 40.00 per hr.

**Testing:**

Cylinders (including reserves)	\$ 15.00 each
**includes processing, storage, curing, and compressive strength testing	
Mortar Cubes	\$ 15.00 each
**includes processing, storage, curing, and compressive strength testing	
Masonry Block Prisms (including reserves)	\$ 60.00 each
Standard Proctor (ASTM D698)	\$ 150.00 each
Atterberg Limits (LL, PL & PI)	
Liquid Limit ASTM D 423-66	\$ 35.00 per test
Plastic Limit ASTM D 424-59	\$ 35.00 per test
Nuclear Density Gauge	\$ 50.00 per day
Skidmore	\$ 50.00 per day
Torque Wrench	\$ 30.00 per day
Rebar detector (Concrete GPR)	\$ 250.00 per day
Specialty Equipment	\$ 250.00 per day

- 5.2.1 The rates for professional services indicated above** shall be in effect for the full term of the Agreement and there shall be no adjustment in the contract unit fees. There shall be no additional charge for overhead, profit or overtime.
- 5.2.2 The Special Inspector is required to use employees appropriate for the task.** If employee with higher qualifications than required is used, the rate of pay shall be that appropriate for the task rather than the rates the employee might be entitled to for work requiring their additional qualifications.
- 5.2.3 The Special Inspector is required to utilize the appropriate staffing necessary** to complete the task. As in the case of meetings or project site visits, the Special Inspector shall not provide staffing that is redundant and unnecessary.
- 5.2.4 The Special Inspector shall not provide services in excess of the authorized not-to-exceed fee indicated in the Purchase Order** without prior written notification to the Owner that required services are in excess of the not-to-exceed fee. In this notification, the Special Inspector shall describe the reason(s) that the originally authorized not-to-exceed fee has become inadequate, the necessity of the additionally required services, and a request for an increase in the not-to-exceed fee. The Special Inspector shall not provide services in excess of the authorized not-to-exceed fee without a modification to the Purchase Order for the assigned Project.
- 5.2.5 The Special Inspector shall keep an accurate record of time on each assigned Project,** and such records shall be accessible to the Owner for examination.
- 5.3 As reimbursable expenses incurred by the Special Inspector pursuant to this Agreement,** the Owner will make payments to the Engineer, in accordance with the following:

- 5.3.1** There shall be no additional charges for overhead, profit or administration for reimbursable expenses.
- 5.3.2** **Relative to portal to portal pay travel expenses**, the following shall apply: Payment may be requested for actual time spent travelling on behalf of Eastern Kentucky University at the contract unit hourly rates and no mileage expenses shall be claimed.
- 5.3.3** **Reimbursable Expenses include** specific expenses incurred by the Special Inspector directly related to the Project, and are as follows:
- 1) Transportation and authorized out-of-state travel and subsistence, where the Owner requires the Special Inspector** to make such travel directly related to the project other than that described in paragraph 5.3.4 as non-reimbursable expenses. These expenses are reimbursable as equal to the amount of the expense and shall comply with State Travel Regulations.
  - 2) Other similar Project-related expenses, where authorized by the Owner** prior to the expense being incurred.
- 5.3.4** **Non-Reimbursable Expenses** include the following:
- 1) Transportation, travel and subsistence**, incurred for travel to and from the Project Site, the Offices of the Owner or Using Agency, the Offices of the Special Inspector, and/or the Offices of other Consultants of the Owner, except as agreed specially in the Purchase Order for an assigned project;
  - 2) Telephone services, dedicated data and communications services, teleconferences, project websites, and extranets;**
  - 3) Printing, reproductions, plots, standard form documents, and reports, except** as provided for specifically in the Purchase Order for an assigned project;
  - 4) Postage, handling and delivery, except** as for specifically in the Purchase Order for an assigned project;
  - 5) Expense for overtime work requiring higher than regular rates, unless authorized in advance** by the Owner.
  - 6) Other similar Project-related expenses, where not authorized by the Owner** prior to the expense being incurred.
- 5.3.4** **The Special Inspector shall keep an accurate record of reimbursable expenses** on each assigned Project, and such records shall be accessible to the Owner for examination.

## **ARTICLE 6: INVOICING AND PAYMENTS**

- 6.1** **Following the Special Inspector's submission of deliverables required for a Project** for the services assigned by Purchase Order under this Master Agreement and acceptance of those deliverables by the Owner, the Special Inspector may submit an itemized invoice on standard invoice and receiving report form of Capital Construction and Project Administration for provided services.
- 6.2** **During the construction phase of a Project** for services assigned by Purchase Order under this Master Agreement, the Special Inspector may submit an itemized invoice on standard invoice and receiving report form of Capital Construction and Project Administration for provided services on a monthly basis.
- 6.3** **The Owner will pay to the Special Inspector for the services** assigned by Purchase Order issued under this Master Agreement at the hourly contract units indicated herein for actual hours expended in performing the services required within thirty (30) calendar days of receipt of an acceptable invoice for those services provided that there is no dispute or question concerning the invoice.
- 6.4** **Within thirty (30) calendar days after completion of services assigned** by Purchase Order issued under this Master Agreement, the Special Inspector shall submit a final itemized invoice

on the standard invoice and receiving report form of Capital Construction and Project Administration.

## ARTICLE 7: TERMINATION OR SUSPENSION

- 7.1 **The Owner may terminate this Agreement for non-performance** of the Special Inspector for the following reasons:
- 1) **failure to perform its contractual duties defined under this Agreement and as assigned by a Purchase Order for a specific Project**, where the Owner has provided a reasonable time for the Special Inspector to cure the identified deficiencies, and the Special Inspector has failed to cure the identified deficiencies within the specified time;
  - 2) **failure to make delivery within the time specified or according to a delivery schedule**, established at the time of the assignment of a Project by Purchase Order, the Instruments of Service through no fault of the Owner;
  - 3) **the closing of the firm or transition to new ownership** without an amendment of this Agreement to satisfactorily accommodate the completion of this Project. In instances where two or more firms merge into one firm, the various current year Master Agreements for Special Inspector Services and Purchase Order assignments under those Master Agreements of all the firms will be merged into one Master Agreement and the cumulative assignments must be within the current Master Agreement limits prescribed herein;
  - 5) **failure to provide services in accordance with KRS Chapter 322**, where it results in the endangerment or potential endangerment to the health, safety or welfare of the University or its citizens.
- 7.1.2 **The Owner may terminate this Agreement for convenience if the purchasing officer has determined that termination will be in the Owner's best interests.** The Owner shall provide the Special Inspector thirty (30) calendar days written notice of termination of the Agreement, unless the Vice President of Facilities Services and Capital Planning, or designee, makes a written determination that a shorter notice of termination for convenience is in the best interest of the University.
- 7.2 **Termination of this Agreement including the settlement of payments due shall be pursuant to 200 KAR 5:312.**

## ARTICLE 8: GENERAL PROVISIONS

- 8.1 **PROJECT RECORDS:** All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Special Inspector shall be made available to the Owner for inspection and copying upon written request of the Owner. Additionally, said records shall be made available, upon request by the Owner, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Submission or distribution of documents pursuant to this provision, to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of the Special Inspector's reserved rights. Said records expressly include those documents which reflect the records of expenses and reimbursable items incurred by the Special Inspector in its performance under this Master Agreement. The Special Inspector shall maintain and protect these records for no less than seven (7) years after final completion of the Project, or for any longer period of time as may be required by applicable law or good professional practice.
- 8.2 **NO THIRD PARTY BENEFICIARIES:** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.
- 8.3 **SUCCESSORS AND ASSIGNS:** Neither the Owner nor the Special Inspector shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party. Subject to the provision of the immediately



preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

- 8.4 OWNERSHIP OF DOCUMENTS:** The Special Inspector and the Owner agree that in transmitting (either physically or digitally) Instruments of Service, and any other information, the Special Inspector thereby transmits the copyright ownership to the Owner and that reports are the sole property of the Owner, whether or not the work for which they are made be executed. Use of the plans and reports shall be in accordance with KRS Chapter 322, and for any use not in connection with this Agreement, shall be only with the written authorization of the Engineer.
- 8.5 MINIMUM INSURANCE REQUIREMENTS:** The Special Inspector shall maintain the following or equivalent insurance policies at no less than the limits shown below acceptable to the Commonwealth:
- 1) **Professional Liability** \$250,000 per claim, \$500,000 aggregate
  - 2) **General Liability (Insurance Services Office Form CG 00 01)** \$1 million per occurrence, \$2 million aggregate
  - 3) **Worker's Compensation** Statutory
  - 4) **Employer's liability** \$ 500,000
- 8.5.1 The policies above shall contain the following conditions:**
- 1) The Commonwealth shall be named as an additional insured in the Special Inspector's general liability policy.
  - 2) The Special Inspector's general liability shall be primary to any insurance or self-insurance retained by the University.
  - 3) The University shall be provided at least a thirty (30) calendar day notice in the event any of the required policies are canceled or non-renewed.
  - 4) Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Special Inspector shall notify the Owner and obtain similar insurance that is commercially available and acceptable to the University.
  - 5) A copy of the certificate of insurance shall be provided by the Special Inspector to the Owner upon execution of this Contract.
- 8.6 OWNER'S REPRESENTATIVE:** For the purpose of this Master Agreement, the Vice President of Facilities Services and Capital Planning, is hereby designated as the representative of the Owner with full authority to act in all matters pertaining to this Master Agreement for and in the name of the Owner, and may delegate such authority to such other representatives of the Division of Capital Construction and Project Administration or the Division of Facilities Services as he deems in the best interest of the University for the proper administration of the project. The Owner and the Special Inspector hereby agree to the full performance of the covenants herein.
- 8.7 SUCCESSORS AND ASSIGNS:** Owner and Special Inspector each binds themselves, their partners, successors, legal representatives and assigns to the other party, to this Master Agreement and to the partners, successors, legal representatives and assign of such party in respect to all covenants of the Master Agreement.
- 8.8 ENTIRE AGREEMENT:** This Master Agreement constitutes the entire an exclusive agreement between the parties with reference to the Master Agreement and any assigned Project assigned by Purchase Order under this Master Agreement and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

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By signature, the Special Inspector certifies a legal entitlement to enter into the subject contract with Eastern Kentucky Univeristy and by holding and performing this contract will not be violating any conflict of interest statues (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.001 through

KRS 11A.990 of the Executive Branch Code of Ethics, relating to the employment of former public servants.

**INDEMNITY:** The Architect shall indemnify and hold harmless the Owner from and against all liability, claims, loss, costs, and expenses, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions of the Special Inspector and its sub consultants under this Contract. In the event the Owner is alleged to be liable on account of negligent acts or omissions, or both, of the Special Inspector, the Special Inspector shall defend such allegations and the Special Inspector shall bear all costs, fees, and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.

**CHOICE OF LAW:** This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS THEREOF they have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_ Date  
Special Inspector

BY: \_\_\_\_\_ Date  
Div. of Capital Construction & Project Admin.

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

**FOR BIDS AND CONTRACTS IN GENERAL:**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**VENDOR STATEMENT OF NON-CONFLICT OF INTEREST**

**PROJECT:** \_\_\_\_\_

**Purchase Order No:** \_\_\_\_\_

**I HEREBY CERTIFY, IN RELATION TO THE ABOVE LISTED PROJECT:**

1. 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). "Bidder" shall be used interchangeably with "person providing quote" based on whether a bid or phone quote, respectively, is being solicited.
2. 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.
3. That the bidder acknowledges a certificate of insurance is on file with ECU Facilities Services office and that it is current and will remain current for the extent of this project.
4. Eastern Kentucky University is a tobacco-free campus. In an effort to create a healthy and beautiful campus environment for ECU faculty, staff, students, and visitors, ECU has implemented a tobacco-free policy as of June 1, 2014. The use of all tobacco is prohibited on all property that is owned, leased, occupied, or controlled by the University. The policy 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).

For more on this information, please visit [www.tobaccofree.eku.edu](http://www.tobaccofree.eku.edu).

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

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

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

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

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.: \_\_\_\_\_

