Appendix 6  Supplemental General Conditions

1.0 SCOPE:

It is the intention of the Kansas State University to prequalify prospective companies for anticipated work to occur during ______________. The University anticipates the following work schedule:

Prospective vendors are invited to submit documentation of their qualifications for our review. The top five companies, as determined by our evaluation criteria, will be invited to submit proposals for individual projects as they are scheduled. Companies must accept the University’s General Terms and Conditions or successfully negotiate Terms and Conditions before being invited to submit proposals on the individual projects.

2.0 Evaluation Criteria

The following point schedule will be used for selection of the five prequalified vendors. It is the responsibility of the vendor to provide all documentation that they wish to be considered in the evaluation process.

2.1 Experience 25%

The vendor shall provide evidence of a minimum of 25 years experience in the manufacturer and/or repair of _______________________. Specifically describe experience with ___________________________.

2.2 Field Service Staff 25%

The vendor shall submit resumes of field service representatives who may be assigned to projects at the Kansas State University. Please provide the number of qualified field service representatives employed by your company that have the following levels of industry experience.

<table>
<thead>
<tr>
<th>Experience Range</th>
<th>Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 - 10 years</td>
<td>_____________</td>
</tr>
<tr>
<td>10 - 20 years</td>
<td>_____________</td>
</tr>
<tr>
<td>20 + years</td>
<td>_____________</td>
</tr>
</tbody>
</table>

2.3 In House Support 25%

The vendor shall provide a complete list of in-house service capabilities. This list should include, but not necessarily be limited to; engineering capabilities, material evaluations, inspection services, shop and field machining capabilities, speed balancing, etc. List the location of shops that would be performing this work.

2.4 References 25%

The vendor shall provide a list of a minimum of 10 customers that may be contacted regarding projects that they have completed. These references should be for customers with equipment similar in type and size to the University's. This list shall include the name and location of the customer, a detailed description of the work completed, the name, title, address, and phone number of the contact person.

GENERAL CONDITIONS
INCENTIVE AWARD AND DISINCENTIVE ASSESSMENT

Incentive Award

If the ___________________________ project is complete and ready for occupancy by the owner on or before ____________________ the Contractor is eligible for an incentive award. The incentive award shall be made at a rate of _______________________________ ($________) per day for each full calendar day before ___________________. The maximum incentive award available under this provision is limited to 10 calendar days, for a maximum of ____________________________________ ($________). The completion date of ____________ is based on the construction Renovation Timeline indicated on page 3 of Document C – Form of Bid, and a Construction Contract completed ____________________. For the purposes of the incentive clause, no additional days to the contract will be added for any reason, including, but not limited to: weather delays; delays caused by actions of the owner, Architect/Engineer or any other reason. Change orders to the contract shall not revise the completion date for the purpose of incentives.

Disincentive Assessment

If the ______________________________ project is not complete and ready for occupancy by the owner on ________________ the Contractor is liable for a disincentive assessment. The disincentive assessment charged and owing shall be made at a rate of _____________________________ ($______) per day for each calendar day, or part thereof, after ___________________. The maximum disincentive assessment under this provision is limited to 10 calendar days, for a maximum disincentive assessment of __________________________. If the Contractor does not have the specified work complete and the building ready for occupancy upon the expiration of the 10 calendar day disincentive period, the Contractor shall be liable for liquidated damages as provided for in Document E, 1.02 Article 48, Liquidated Damages.

COMPLETE AND READY

For the purposes of this provision, complete and ready for occupancy shall mean that all work indicated in the construction documents is complete including all deficiencies noted during the final inspection. All building systems shall be operational, and ready for commissioning by the owner.

B. JOB CONDITIONS

Work Location area is defined as the area or all areas within the contract limit as shown on site plan.

Access to the site will be prearranged by the Owner and shown on the Contract Documents. Only designated street access route(s) to construction site will be allowed. Construction access through undesignated streets is prohibited. Contractor's equipment, construction vehicles or any motor vehicles related to project are prohibited from driving anywhere on campus grounds or pedestrian sidewalks outside of the construction, utility extension or storage yard boundary. Contractor shall be responsible for staying on designated streets and parking lots. All cleaning and repair of designated streets, parking lots and storm sewers dirtied or damaged during construction is the Contractor's responsibility.

Only those contractors' vehicles with a valid, displayed KSU parking permit shall be allowed on campus. Any vehicles brought to campus without valid permit shall be removed at Contractor's expense. Only those immediate vehicles and equipment required to complete the work, and marked with contractor's decal, will be allowed on construction site. All other contractor's vehicles shall have parking permits and shall park at the East Bramlage/Wagner Field Parking Lot or as designated by
Parking Services. Contractors shall provide transportation for their employees between the East Bramlage/Wagner Field Parking Lot (any other specifically designated parking lot) and the project site. The Contractor's personal vehicles are not allowed on the project site or any other campus parking lot. All Contractors' vehicles parked on KSU property are subject to KSU Parking and Traffic Regulations. Permits may be purchased at the Parking Services office located at 128 Burt Hall between 8:00 am and 4:30 p.m. Monday through Friday. The cost of parking permits is $1.00 a day, $4.00 a week, or $10.00 a month. Semi-annual and annual permits are also available. Payment of any citation to Contractor's vehicle is the responsibility of the Contractor. Effective July 1995 three or more unpaid citations may result in impoundment of the vehicle. It is the Contractor's responsibility to ensure their employees compliance with these regulations.

Fire access and emergency egress is to be provided and maintained by the Contractor at all times. For those operable exits that open into the job site, Contractor shall maintain egress through the project per all required codes, and any additional requirements of the State Fire Marshall, at the Contractor's expense. Contractor is responsible for maintaining fire access routes through their project site for fire apparatus to fire hydrants and building sprinkler connections within the construction boundary.

Contractor shall be responsible for daily clean-up of trash on site and construction trash adjacent to the site. Contractor shall be responsible for mowing and trimming on site, as needed. Contractor shall be responsible for protecting trees from damage during construction. The Owner reserves the right to assess a $50/day fine per tree should they not be protected, at any time, during construction. Owner retains the right to request additional work as required to keep the site clean and neat.

Contractor shall be responsible for preventing mud and surface water runoff into adjacent grounds, storm sewers, streets, and sidewalks. Contractor shall keep sidewalks and streets protected and clean of mud, debris and run off by the use of silt fences or other methods approved by Owner. Owner retains the right to request additional work as required to prevent runoff.

C. KSU PEDESTRIAN WALKWAY POLICY

KSU policy states that vehicles shall not drive on campus pedestrian walkways or sidewalks.

D. CONTRACTOR VERIFICATION OF UNDERGROUND UTILITY SERVICES

All specifications and contract documents dealing with underground utilities need to indicate that it is the contractor's responsibility to verify that underground utility connections are being made to active utility lines. An example would be storm sewer lines need to be tested by to contractor prior to their being covered up to verify downstream pipe is open.