

Minutes of the Meeting of the Board of Trustees of the University of Kentucky, Tuesday, January 21, 1992.

The Board of Trustees of the University of Kentucky met at 1:00 p.m. (Lexington time) on Tuesday, January 21, 1992 in the Board Room on the 18th floor of Patterson Office Tower on the Lexington Campus.

A. Meeting Opened and Roll Call

Mr. Foster Ockerman, Chairman, called the meeting to order at 1:00 p.m., and the invocation was pronounced by Mr. Scott Crosbie.

The following members of the Board of Trustees answered the call of the roll: Mr. Foster Ockerman (Chairman), Mrs. Kay Shropshire Bell, Professor Raymond F. Betts, Professor Carolyn S. Bratt, Mr. Scott A. Crosbie, Dr. Jack D. Foster, Mrs. Edythe Jones Hayes, Mr. Asa L. Hord, Dr. Robert P. Meriwether, Professor Judith Rhoads, Mr. James L. Rose, Mr. C. Frank Shoop, Mrs. Marian Moore Sims, Judge Robert F. Stephens, Mr. William B. Sturgill, Mr. Daniel C. Ulmer, Jr., Mr. Billy B. Wilcoxson, and Former Governor Wallace G. Wilkinson. Absent from the meeting were Mr. William E. Burnett, Jr. and Judge Henry R. Wilhoit, Jr. The University administration was represented by President Charles T. Wethington, Jr.; Chancellors Robert E. Hemenway and Ben Carr, Jr.; Vice Presidents Joseph T. Burch, Edward A. Carter, Donald B. Clapp, Linda J. Magid and Eugene R. Williams; Dr. Juanita Fleming, Special Assistant to the President for Academic Affairs; Mr. C. M. Newton, Athletics Director, and Mr. John C. Darsie, Legal Counsel.

Members of the news media were also in attendance. A quorum being present, the Chairman declared the meeting officially open for the conduct of business at 1:03 p.m.

B. Minutes Approved

Mr. Ockerman stated that the Minutes of the December 10, 1991 meeting had been distributed and asked for corrections or additions. The Minutes were approved as circulated.

C. New Board Members Introduced

Mr. Ockerman introduced the following new Board members who had been sworn into office at an earlier date:

Mr. Asa L. Hord appointed by Governor Wallace G. Wilkinson to replace Billy B. Wilcoxson for a term to expire June 30, 1993. Mr. Hord was sworn into office December 20, 1991.

Former Governor Wallace G. Wilkinson appointed by Governor Wallace G. Wilkinson to replace Albert B. Chandler, who is deceased, for a term to expire June 30, 1997. Mr. Wilkinson was sworn into office December 20, 1991.

In addition to the new appointments, Mr. Ockerman noted that Billy B. Wilcoxson had been reappointed to the Board for a term to expire December 31, 1996. He was reappointed to the position previously occupied by Judge Stephens who had been reappointed to the position previously held by Senator Walter D. Huddleston. Mr. Wilcoxson took the Trustee Oath of Office on December 23, 1991.

D. President's Report to the Trustees (PR 1)

President Wethington reviewed the following items in PR 1:

1. The University of Kentucky is ranked 30th among all nation's colleges and universities with 48 freshmen National Merit Scholars enrolling for the 1991 fall semester.
2. Humana, Inc. has made a \$1 million contribution to the Commonwealth Library Campaign. This gift brings the total level of cash and commitments to more than \$13 million.
3. Mr. and Mrs. Daniel C. Ulmer, Jr. have established a scholarship/internship program at Jefferson Community College for African-American students who are majoring in business or business education.
4. The Sanders-Brown Center on Aging has received grants of more than \$3 million from the National Institute on Aging, most of it directed toward research on Alzheimer's Disease.

President Wethington asked the members to review the other items in the report at their leisure.

President Wethington introduced Mr. Ken Cherry, Director of the University Press of Kentucky, and asked him to make a report about the work of the University Press.

Mr. Cherry provided historical background about the University Press. He reported that the Press will be 50 years old in 1993 and is a mandated program, serving the entire Commonwealth. When the University Press was founded, it had a dual mission; a mission to publish scholarly books for scholars by scholars and a mission to publish books about Kentucky and the Appalachian region. He noted that the University Press has published more books about Appalachian studies than any publisher in the world.

Mr. Cherry reported that the entire program of the University Press is supported by income. The University Press employs 16 people, and three of the 16 positions are paid by income. He said that it publishes approximately 40 books a year, and it is important to have the only university publishing house in the Commonwealth located here at the University of Kentucky.

Mr. Cherry passed various books around the Board table, noting those recognized favorably and reviewed in full reviews in the New York Times. He mentioned several publications for 1992 and called particular attention to a proposed project for a new atlas of Kentucky to be published in 1995. In closing, he asked for the Board's ideas and support in helping bring this project to fruition.

Mr. Ockerman and President Wethington thanked Mr. Cherry for his fine presentation and for the activities of the University Press of Kentucky.

E. Personnel Actions (PR 2)

President Wethington recommended that approval be given to the personnel actions in PR 2. Mr. Shoop moved approval. Professor Rhoads seconded the motion, and it carried. (See PR 2 at the end of the Minutes.)

F. Proposed Amendments to the Governing Regulations (PR 3A)

President Wethington reminded the Board that the proposed amendments were presented for consideration at the last meeting. He reported that there had not been any response to the request for comments and, therefore, recommended that the proposed amendments specified in PR 3A be approved and added to the Governing Regulations. Mrs. Hayes made such a motion. Her motion, seconded by Mr. Crosbie, passed. (See PR 3A at the end of the Minutes.)

G. Master of Science Degree Program - Manufacturing Systems Engineering (PR 5A)

President Wethington recommended that the Board authorize for submission to the Council on Higher Education a new degree program, the Master of Science degree in Manufacturing Systems Engineering. He reviewed the background information and noted that existing funding is available for this program. Mr. Ulmer moved approval of the recommendation. His motion, seconded by Mr. Sturgill, carried. (See PR 5A at the end of the Minutes.)

H. The Terrell-McDowell Chair in Construction Engineering and Management (PR 5B)

President Wethington reported that PR 5B is a proposal that the Board of Trustees establish in the College of Engineering, Department of Civil Engineering, The Terrell-McDowell Chair in Construction Engineering and Management, and authorize the appointment of Donn E. Hancher, Professor, with tenure, as the first occupant of The Chair effective January 1, 1992. He asked Chancellor Hemenway to brief the Board on the appointment.

Chancellor Hemenway provided background information on the \$800,000 pledge through a gift of bonds for an endowed chair in construction management from the late Robert C. McDowell, a 1935 graduate of the University of Kentucky, College of Engineering. He noted that Mr. McDowell had specifically requested that the chair's name be shared between himself and Dr. Daniel B. Terrell, Dean of Engineering from 1946-57, who was a teacher and scholar well-known for his support of the students.

Chancellor Hemenway reported that the bonds have recently matured, enabling the College of Engineering to recruit the first holder of The Chair. Following a review of Professor Donn E. Hancher's credentials, Chancellor Hemenway expressed pleasure in recommending that Professor Hancher be the first holder of The Chair.

President Wethington recommended that the Board establish The Chair and that Professor Hancher be appointed as the first holder of The Chair. Dr. Meriwether moved approval. Judge Stephens seconded the motion, and it carried. (See PR 5B at the end of the Minutes.)

Mr. Ockerman asked Professor Hancher to stand and be recognized, following which he received a round of applause. Mr. Ockerman advised the Board that Mrs. Gloria McDowell could not attend the meeting; however, Mrs. Dan Terrell, III and her son Daniel Terrell IV were in attendance. He asked them to stand and be recognized. They received a round of applause.

I. Acceptance of Interim Financial Report for the University of Kentucky for the Six Months Ended December 31, 1991 (FCR 1)

Mr. Ockerman, Chairman of the Finance Committee, recommended that the Board accept the University's consolidated financial report for the six months ending December 31, 1991. He noted that the University received 53% of the 1991-92 estimate, and the budget cut is anticipated in this report. The motion, made by Professor Rhoads and seconded by Mrs. Sims, passed. (See FCR 1 at the end of the Minutes.)

J. Capital Construction Report (FCR 2)

Mr. Ockerman stated that the Capital Construction Report had been reviewed and discussed by the Finance Committee. He said that he would entertain a motion that the report be accepted.

Professor Bratt raised several questions about architectural and engineering contracts. Dr. Clapp was asked to address her questions. President Wethington invited any member of the Board desiring to be briefed on the process for choosing consultants, engineers, architects, and others to contact Dr. Clapp and arrange such a briefing.

On motion made by Mr. Sturgill, seconded by Mr. Wilcoxson and carried, the routine Capital Construction Report was accepted. (See FCR 2 at the end of the Minutes.)

K. Report of Leases (FCR 3)

Mr. Ockerman stated that FCR 3 is a report to the Board on the leases not exceeding \$30,000 in value. With the Finance Committee so recommending, he entertained a motion of approval. Professor Rhoads moved approval. Her motion, seconded by Mr. Shoop, carried. (See FCR 3 at the end of the Minutes.)

L. Approval of Lease (FCR 4)

Mr. Ockerman reported that FCR 4 is a recommendation to the Board for approval of a lease exceeding \$30,000. He asked for a motion for approval. Mr. Ulmer moved approval of the recommendation. His motion was seconded by Mr. Crosbie and passed. (See FCR 4 at the end of the Minutes.)

M. Approval of Lease (FCR 5)

On motion made by Dr. Meriwether and seconded by Mrs. Sims, the lease agreement specified in FCR 5 was approved. (See FCR 5 at the end of the Minutes.)

N. Long Term Disability Plan Revision (FCR 6)

Mr. Ockerman reminded the Board of its action at the August 20, 1991 meeting amending the University Long Term Disability Plan. He reported that FCR 6 is to bring the plan into compliance with the Age Discrimination in Employment Act as well as other changes. Mr. Rose moved approval of the recommendation. The motion, seconded by Judge Stephens, carried. (See FCR 6 at the end of the Minutes.)

O. Discovery Channel Gift (FCR 7)

With the Finance Committee so recommending, Mr. Ockerman said that he would entertain a motion that the Board action of December 10, 1991 be revised to reflect an appraised value of \$709,501 for the assets received from the Discovery Channel. Dr. Clapp provided background information and explained the request for revision. Mr. Shoop made a motion for approval. His motion, seconded by Dr. Foster, passed. (See FCR 7 at the end of the Minutes.)

P. Report of Simpson Farm Gift (FCR 8)

Mr. Ockerman expressed pleasure in recommending that the Board receive the report of a gift of the James W. Simpson farm in Pulaski County, Kentucky. Professor Betts moved approval. Mrs. Bell seconded the motion, and it carried. (See FCR 8 at the end of the Minutes.)

Q. Henderson Community College - Auditorium/Fine Arts Building Budget Increase (FCR 9)

On the recommendation of the Finance Committee, Mr. Ockerman entertained a motion that the Board authorize an increase in scope for the Henderson Community College Auditorium/Fine Arts Building from \$6.0 million to \$6.260 million. Mr. Ockerman noted that one-half of the additional funds will come from a grant from the College Foundation Inc. of Henderson Community College and the other half will come from Community College System funds. Professor Rhoads moved approval. Dr. Meriwether seconded the motion, and it passed. (See FCR 9 at the end of the Minutes.)

R. Establishment of Quasi-Endowment for Chair in the Humanities (FCR 10)

Mr. Ockerman recommended that the Board approve the establishment of a quasi-endowment fund of up to \$200,000 to support the Chair in the Humanities established from the Ashland Oil gift. Following Mr. Ockerman's review of the background information, Professor Betts moved approval. His motion, seconded by Mrs. Sims, carried. (See FCR 10 at the end of the Minutes.)

President Wethington noted that the Ashland Oil Chair in the Humanities had been occupied by President Emeritus Otis Singletary until his retirement. He said that the position can now be assigned by him to the College of Arts and Sciences and expressed pleasure in the opportunity to recruit another distinguished scholar to the College of Arts and Sciences.

S. Report of Investments (ICR 1)

Mr. Wilcoxson, Chairman of the Investment Committee, moved that the Report of Changes in Investments for the University of Kentucky and its affiliated corporations for the three months ending December 31, 1991 be accepted. He said that the report had been discussed with the University administration and with National Asset Management. The motion was unanimously approved. (See ICR 1 at the end of the Minutes.)

Mr. Ockerman complimented the committee for their fine work and expressed appreciation to them, especially in exploring the prospects of increasing the return on investments.

T. Petition Introduced

Professor Betts said that he and Professor Bratt, in their role as faculty representatives on the Board of Trustees, had been asked to present a petition regarding the Self-Appointment of Wallace Wilkinson to the Board of Trustees at the University of Kentucky. He said that the petition was signed by over half of the faculty of the College of Arts and Sciences, the Communications College, the Fine Arts College and the Martin School of Public Administration. Professor Betts said that he would refrain from repeating the precise language of the petition; however, he did note that it is concerned with policies and procedures and the misuse of power. He noted the vulnerable and yet enduring nature of the institution. Mr. Ockerman thanked Professor Betts for his comments.

U. Mr. Ockerman's Comments

Mr. Ockerman stated that he wished to exercise the prerogative of the Chairman of the Board and make a few comments. He emphasized that he had not cleared these comments with anyone in University administration and hoped that the University would not be penalized because of his remarks. He expressed the opinion that the legislation which had been passed by the House of Representatives regarding the make-up of the Board was ill-advised. He expressed the opinion that the bill took the wrong approach in removing the authority of the Governor to appoint Board members and was "ripper" legislation. He noted that there was "Short Street talk" that amendments would be made to the bill permitting some members to remain; he said that, if such talk is correct, the bill is "an arbitrary piece of legislation" and a "politician's dream." After noting other deficiencies in the legislation, he stated that he hoped the Senate would defeat the bill in its present form.

In conclusion, he expressed the opinion that the Governor did not need to promote this kind of legislation to demonstrate that he is a strong Governor; he also noted that there are many other things crying for greater attention. He then thanked the members for their attention.

V. Meeting Adjourned

There being no further business to come before the meeting, the meeting adjourned at 2:02 p.m.

Respectfully submitted,

Edythe Jones Hayes
Secretary
Board of Trustees

(PR's 2, 3A, 5A, and 5B; FCR's 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; and ICR 1 which follow are official parts of the Minutes of the meeting. The petition introduced by Professors Betts and Bratt is also attached to the Minutes.)

/7614

Office of the President
January 21, 1992

PR 2

Members, Board of Trustees:

PERSONNEL ACTIONS

Recommendation: that approval be given to the attached appointments, actions and/or other staff changes which require Board action; and that the report relative to appointments and/or changes already approved by the administration be accepted.

Background: The attached recommended appointments and/or other staff changes require approval by the Board of Trustees in accordance with Part VIII-B of the Governing Regulations of the University. These recommendations are transmitted to the Board by the appropriate chancellor through the President and have the President's concurrence.

Under the Governing Regulations, the authority to make certain appointments and/or other staff changes is delegated to the President or other administrators who are required to report their actions to the Board. These items of report follow the recommendations requiring Board approval.

Action taken: Approved Disapproved Other

Date: January 21, 1992

0197

CENTRAL ADMINISTRATION

I. BOARD ACTION

A. RETIREMENTS

University Computing Services

Thraikill, Lavine K., Manager, Academic Users Services, after 25.5 consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 2/29/92.

Zerof, Selwyn A., Systems Programming Manager, University Computing, after 28 consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 3/9/92.

II. ADMINISTRATIVE ACTION

A. ADMINISTRATIVE APPOINTMENT

Kentucky Water Resources Research Institute

Sendlein, Lyle V. A., Professor (with tenure), Geological Sciences, College of Arts and Sciences, and Director, Institute of Mining and Minerals Research, appointed Acting Director, Kentucky Water Resources Research Institute, 2/1/92 through 12/31/92.

B. LEAVE OF ABSENCE

Martin School of Public Administration

Toma, Eugenia F., Professor (with tenure), Martin School of Public Administration, and Professor (without tenure), Economics, College of Business and Economics, Leave without pay, Spring Semester 1992.

COMMUNITY COLLEGE SYSTEM

I. BOARD ACTION

A. EARLY RETIREMENTS

Jefferson Community College

Voit, Naomi, Librarian II in the Community College System (with tenure), under AR II-1.6-1 Section III.A.2, following 24 consecutive years of service, effective 1/31/92.

Maysville Community College

Stone, William J., Custodial Worker II, under AR II-1.6-1 Section III.A.2, following 15 consecutive years of service, effective 1/17/92.

Prestonsburg Community College

Cowan, Glendon A., Dean of Business Affairs, under AR II.6-1 Section III.A.2, following 26 consecutive years of service, effective 2/29/92.

II. ADMINISTRATIVE ACTION

A. ACADEMIC APPOINTMENTS

Hazard Community College

Cornett, Venetia C., Instructor in the Community College System, 1/1/92 through 6/30/92.
Kaikumba, Francis Y., Assistant Professor in the Community College System, 1/1/92 through 6/30/92.

Henderson Community College

Jones, Mary J., Instructor in the Community College System, 1/1/92 through 6/30/92.
Siewert, Margaret Diane, Assistant Professor in the Community College System, 1/1/92 through 6/30/92.

Hopkinsville Community College

Bozarth, Peggy I., Instructor in the Community College System, 1/1/92 through 5/31/92.
Sandifer, Dana R., Instructor in the Community College System, 1/1/92 through 5/31/92.

Lexington Community College

Bern, Barbara Ann, Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Chadwell, Julia, Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94
Giles, Denise D., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Jones, Connie K., Instructor in the Community College System (voluntary), 1/15/92 through 6/30/92.
Jones, Kim Flesher, Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Keenan, Cheryl, Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
McGarey, Gay D., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Mueller, Debbie, Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Osborne, Susan M., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Rebmann, Lyn S., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Rogers, Lorri E., Instructor in the Community College System (voluntary), 1/15/92 through 6/30/92.
Smith, Cleveland, Instructor in the Community College System (voluntary), 7/1/91 through 6/30/94.
Washer, Bobbie F., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.
Wheatley, Mary K., Instructor in the Community College System (voluntary), 9/3/91 through 6/30/94.

Prestonsburg Community College

Ratcliff, James W., Assistant Professor in the Community College System, 1/1/92 through 6/30/92.
Shaw, Laurie J., Instructor in the Community College System, 1/1/92 through 6/30/92.

B. REAPPOINTMENTS

Transfer from Henderson Community College
To Lexington Community College

Conkright, Kay M., Instructor in the Community College System, 1/1/92 through 5/31/92.

Lexington Community College

McClary, Michael, Instructor in the Community College System (voluntary), 1/15/92 through 6/30/92.

C. LEAVES OF ABSENCE

Henderson Community College

Phillips, Joni C., Instructor in the Community College
System, military leave without pay, 1/21/92
through 3/20/92.

LEXINGTON CAMPUS

I. BOARD ACTION

A. ACADEMIC APPOINTMENTS

College of Agriculture

Harmon, David L., Associate Professor (with tenure),
Animal Sciences, effective 12/23/91.

College of Arts and Sciences

Krishchyunas, Raymond L., Visiting Professor, Geography,
1/1/92 through 5/15/92.

College of Engineering

Hancher, Donn E., Professor (with tenure), Civil
Engineering, and The Terrell-McDowell Chair in
Construction Engineering and Management, effective
1/1/92.

B. RETIREMENTS

College of Agriculture

Johnson, Thomas H., Research Specialist, Animal
Sciences, after 38 consecutive years of service,
under Section III.B of AR II-1.6-1, effective
1/31/92.

College of Fine Arts

Fitzpatrick, Joseph L., Associate Professor (with
tenure), Art, after 17.33 consecutive years of
service, under Section III.B of AR II-1.6-1,
effective 12/31/91.

Vice Chancellor for Administration

Ballard, Afa C., Supervisor, Trucking, Physical Plant
Division, after 11.5 consecutive years of service,
under Section III.B of AR II-1.6-1, effective
2/21/92.

C. EARLY RETIREMENTS

Vice Chancellor for Administration

Hacker, Dewey C., Supervisor, Heating and Cooling Plant, Physical Plant Division, after 30 consecutive years of service, under Section III.A.1 of AR II-1.6-1, effective 3/10/92.

Walker, Lewis Jr., Custodial Worker IV, Undergraduate Housing, Auxiliary Services, after 34.5 consecutive years of service, under Section III.A.1 of AR II-1.6-1, effective 3/31/92.

D. POST-RETIREMENTS

College of Engineering

Courtney, Edgar E., Engineering Tech II (part-time), Kentucky Transportation Center, 3/30/92 through 12/31/92.

II. ADMINISTRATIVE ACTION

A. ACADEMIC APPOINTMENTS

College of Agriculture

Klein, Patricia E.G., Assistant Research Professor, Plant Pathology, 1/1/92 through 5/31/93.

College of Arts and Sciences

Van Schaik, Eileen A., Instructor (part-time), Women's Studies Program, 1/1/92 through 5/15/92.

College of Fine Arts

Glixon, Beth L., Instructor (part-time), Music, 1/15/92 through 5/15/92.

College of Law

Bray, Pamela W., Instructor (part-time), 1/13/92 through 5/9/92.

Connelly, Allison I., Instructor (part-time), 1/13/92 through 5/9/92.

McNeill, John G., Instructor (part-time), 1/13/92 through 5/9/92.

Office of the Chancellor

Miller, Michael L., Instructor (part-time), Honors,
Undergraduate Studies, 1/1/92 through 5/15/92.

B. REAPPOINTMENTS

College of Architecture

Guyon, Scott L., Instructor (part-time), 1/1/92 through
5/15/92.

College of Arts and Sciences

Buskirk, Robert D., Assistant Professor (temporary),
Mathematics, 1/1/92 through 5/15/92.

Sohner, Charles, Instructor (part-time), Political
Science, 1/1/92 through 5/15/92.

Tadlock, Barry, Instructor (part-time), Political
Science, 1/1/92 through 5/15/92.

Walker, Katrina, Assistant Professor (temporary),
Philosophy, 1/1/92 through 5/15/92.

Wilson, Roger, Instructor (part-time), Political
Science, 1/1/92 through 5/15/92.

College of Business and Economics

Bates, Clyde T., Professor (part-time), Economics,
1/1/92 through 5/15/92.

Coyle, Charles E., Instructor (part-time), Accountancy,
1/1/92 through 5/15/92.

Erfani, G. Rod, Assistant Professor (part-time),
Economics, 1/1/92 through 5/15/92.

Rogness, John A., Assistant Professor (part-time),
Economics, 1/1/92 through 5/15/92.

C. PROMOTIONS WITHOUT TENURE

College of Business and Economics

Smith, Kelly L., from Instructor, Marketing, to
Assistant Professor, Marketing, 12/1/91 through
6/30/92.

Sundaramurthy, Chamundeswari, from Instructor,
Management, to Assistant Professor, Management,
1/1/92 through 6/30/92.

D. TERMINAL REAPPOINTMENTS

College of Engineering

Chung, Tae Sang, Assistant Professor (without tenure),
Electrical Engineering, 1/1/92 through 12/31/92.

E. SPECIAL ASSIGNMENTS

College of Arts and Sciences

Lewis, Forbes D., Professor (with tenure), Computer Science, to serve as a project director at the National Science Foundation, 1/1/92 through 7/1/93.

College of Engineering

Roco, Mihail C., Professor (with tenure), Mechanical Engineering, to serve as a program director at the National Science Foundation, 1/1/92 through 12/31/92.

F. LEAVES OF ABSENCE

College of Agriculture

Hunt, Nancy D., County Extension Agent, Cooperative Extension Service, Study leave with full salary, 2/10/92 through 8/9/92.

Wilson, Laura W., County Extension Agent, Cooperative Extension Service, Study leave with full salary, 2/17/92 through 8/16/92.

College of Arts and Sciences

Hirschhorn, Ricky R., Assistant Professor (without tenure), Biological Sciences, Leave without pay, Spring Semester 1992.

College of Business and Economics

Holland, A. Steven, Associate Professor (with tenure), Economics, Sabbatical leave with full salary, Fall Semester 1992.

VanDaniker, Reimond P., Professor (with tenure), Accountancy, Sabbatical leave with full salary, Spring Semester 1993.

College of Engineering

Lineberry, G.T., Associate Professor (with tenure), Mining Engineering, Sabbatical leave with half salary, Fall Semester 1992 and Spring Semester 1993.

Ray, Asit K., Professor (with tenure), Chemical Engineering, Sabbatical leave with full salary, Spring Semester 1992.

College of Fine Arts

Jones, Arthur F., Associate Professor (with tenure),
Art, Sabbatical leave with full salary, Spring
Semester 1992.

College of Law

Lewis, Thomas P., Professor (with tenure), Sabbatical
leave with full salary, Spring Semester 1992.

MEDICAL CENTER

I. BOARD ACTION

A. ACADEMIC APPOINTMENTS

College of Dentistry

Cailleteau, Johnny G., Assistant Professor*, Oral Health Practice, 12/1/91 through 6/30/92.

College of Pharmacy

Gosland, Michael P., Assistant Professor*, 12/1/91 through 6/30/92.

Mactutus, Charles F., Associate Research Professor, 7/1/91 through 6/30/92.

B. CHANGES

College of Pharmacy

St. Pyrek, Jan, from Associate Professor (without tenure), to Associate Professor* (without tenure), 10/1/91 through 6/30/92.

C. LEAVES OF ABSENCE

College of Medicine

Reed, Elaine L., Assistant Professor*, Family Practice, special leave with pay, 10/12/91 through 12/6/91.

D. RETIREMENTS

College of Medicine

Kearney, Mary Ann, Staff Technician I, Pediatrics, after 18.5 consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 1/31/92.

Nicholson, Marvin, Special Projects Coordinator, Ambulatory Services Administration, after 9 consecutive years of service, under AR II-1.6-1, Section III.B, effective 1/31/92.

University Hospital

Aly, Fekreya A., Chief Social Work Supervisor, Social Services, after 24 consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 1/31/92.

*Special Title Series

E. POST-RETIREMENT JOINT APPOINTMENT

College of Medicine

Sandifer, Myron G., Professor (without tenure),
Psychiatry, joint appointment as Professor (without
tenure), Neurology, 9/1/91 through 6/30/92.

II. ADMINISTRATIVE ACTION

A. ACADEMIC APPOINTMENTS

College of Allied Health Professions

West, Kathleen K., Clinical Instructor (voluntary),
Clinical Sciences, 12/2/91 through 6/30/94.

College of Dentistry

Bartlett, Katherine A., Clinical Instructor (voluntary),
Oral Health Science, 11/1/91 through 6/30/94.
Bewley, Kenneth E., Clinical Instructor (voluntary),
Oral Health Science, 11/1/91 through 6/30/94.

College of Medicine

Bushen, Harold L., Assistant Professor (voluntary),
Medicine, 12/1/91 through 6/30/94.
Isele, Peter R., Assistant Professor (voluntary),
Medicine, 12/1/91 through 6/30/94.
Jones, Michael R., Assistant Professor (voluntary),
Medicine, 11/1/91 through 6/30/94.
Tobin, Stuart, Assistant Professor (voluntary),
Medicine, 11/1/91 through 6/30/94.

College of Nursing

Davis, Ruth, Instructor (part-time), 7/1/91 through
6/30/92.

College of Pharmacy

McFarland, John E., Instructor (voluntary), 7/1/91
through 6/30/94.

B. ADMINISTRATIVE APPOINTMENTS

College of Medicine

Hagen, Michael D., Associate Professor* (with tenure),
named Acting Chairman, Family Practice, 1/1/92
through 6/30/92.

*Special Title Series

Medical Center Library

Stith, Janet A., Librarian I (with tenure), named Associate Director, effective 12/1/91.

C. CHANGES

College of Medicine

Shine, Lee C., from Assistant Professor (voluntary), Medicine, joint appointment as Assistant Professor (voluntary), Family Practice, to Assistant Professor (voluntary), Family Practice, 7/1/91 through 6/30/94.

D. LEAVES OF ABSENCE

College of Medicine

DeSai, Nirmala S., Professor* (with tenure), Pediatrics, sabbatical leave at full salary, 2/1/92 through 7/31/92.

Waechter, Charles J., Professor (with tenure), Biochemistry, sabbatical leave at full salary, 6/1/92 through 11/30/92, also leave without pay, 12/1/92 through 1/31/93.

*Special Title Series

Office of the President
January 21, 1992

PR 3A

Members, Board of Trustees:

PROPOSED AMENDMENTS TO THE GOVERNING REGULATIONS

Recommendation: that the following amendments to the Governing Regulations of the University of Kentucky, which were received by the Board of Trustees for preliminary consideration on December 10, 1991, be approved.

(Note: Proposed addition is underlined; proposed deletion is bracketed.)

Amendment - Change PART I* to read:

The College of Commerce has been renamed the College of Business and Economics (February 18, 1966) and, in accordance with this statute, the Colleges of Pharmacy (July 1, 1947), Medicine (June 1, 1954), Dentistry (May 28, 1956), Nursing (May 28, 1956), Architecture (July 1, 1964), Allied Health Personnel (January 1, 1966; renamed Allied Health Professions, January 20, 1967), Home Economics (July 1, 1967; renamed Human Environmental Sciences, January 22, 1991), Library Science (April 2, 1968; renamed Library and Information Science, April 6, 1982), Social Professions (June 24, 1968; renamed Social Work, May 6, 1980), Communications (May 4, 1976), and Fine Arts (May 4, 1976) have been established.

Background: The name change is in keeping with contemporary views about the discipline.

Amendment - Change PART IV to read:

The ex officio voting members shall number 13 or 14. In academic years beginning with an even number (e.g., 1984-1985, 1986-1987), this group shall be composed of the following: Chancellor for the Medical Center, Vice President for Research and Graduate Studies, Director of Libraries, [Vice Chancellor for Academic Affairs for the Lexington Campus], Vice Chancellor for Academic Affairs for the Community College System, and Deans of the Colleges of Allied Health Professions, Architecture, Communications, Dentistry, Education, Engineering, Law, and Social Work. In academic years beginning with an odd number, the ex officio voting members shall be the following: Chancellor for the Lexington Campus, Chancellor for the Community College System, Vice Chancellor for Academic Affairs for the Medical Center, the Dean of the

Graduate School, the President of the Student Government Association, and the Deans of the Colleges of Agriculture, Arts and Sciences, Business and Economics, Fine Arts, [Home Economics] Human Environmental Sciences, Library and Information Science, Medicine, Nursing, and Pharmacy.

The ex officio non-voting membership shall include the President, the Special Assistant to the President for Academic Affairs, all other vice presidents, University System Registrar, Associate Vice Chancellor for Academic Affairs, Dean of Students, Professor of Military Science, Professor of Aerospace Studies, the Director of the University Studies Program, and, if they are not already elected members of the Senate, the University System faculty members of the Board of Trustees, the Academic Ombudsman, the Director of the Honors Program, and the chairmen of the University Senate Committees, including University Senate Advisory Committees. All officials mentioned in the preceding paragraph who are not voting ex officio members in any year shall be considered non-voting ex officio members. Other ex officio non-voting members may be added by the University Senate Council for the purpose of supplying information and viewpoints on problems considered by the Senate. Ex officio non-voting members shall enjoy all privileges of the elected membership except the right to vote.

Background: The position of Assistant Chancellor was approved by the Board of Trustees December 12, 1989 effective January 1, 1990. There is no position titled Vice Chancellor for Academic Affairs for the Lexington Campus and it is, therefore, recommended for deletion.

The University Senate at its meeting September 16, 1991 voted to recommend approval of the proposal to add the Special Assistant to the President for Academic Affairs as a non-voting member of the University Senate. The rationale for this action was the person in this position serves as academic liaison between the administration and all educational units on campus as well as between the campus and the Higher Education offices in Frankfort. To maintain open communication in matters of academic concern, the Senate Council recommends the Special Assistant be designated as an ex officio, non-voting member of the University Senate.

The College of Home Economics was renamed the College of Human Environmental Sciences at the Board of Trustees Meeting January 22, 1991.

Amendment - Change PART VII to read:

1. Definition

The Honors Program is an educational unit which is equivalent to a department and administratively responsible to the [Vice Chancellor for Academic Affairs for the Lexington Campus] Dean of Undergraduate Studies. Its chief administrative officer is a director who is equivalent to a department [chairman] chairperson.

Background: The Vice Chancellor for Academic Affairs for the Lexington Campus position was no longer in effect with the establishment of the position of assistant chancellor by the Board of Trustees December 12, 1989, effective January 1, 1990. This amendment provides for a more appropriate placement of the Honors Program.

Gender specific language has also been changed.

Amendment - Change PART VIII-A:

4. Terms of [Chairmen] Chairpersons and Directors

a. Department [Chairmen] Chairpersons (University System)

The term of a department [chairman's] chairperson's appointment shall be four years, except in the Colleges of Agriculture, Dentistry, [Home Economics] Human Environmental Sciences, Medicine, Nursing, and Pharmacy where it shall be six years. Ordinarily, a department member will be asked to serve as [chairman] chairperson for only one term. A [chairman] chairperson may be reappointed, however, when the faculty advisory committee appointed to review the work of the department (AR II-1.0-6) finds that the particular circumstances and needs of the department make such a reappointment desirable. Reappointment beyond the second term may occur under exceptional circumstances when it is deemed to be in the best interests of the University. This practice may vary from discipline to discipline.

Background: The College of Home Economics was renamed the College of Human Environmental Sciences at the Board of Trustees Meeting January 22, 1991.

Gender specific language has also been changed.

Amendment - Change PART X.C.10 to read:

10. Group Insurance

Regular full-time faculty and staff who are employed by the University are insured under the Basic Life Insurance Program. [for \$5,000.] This insurance may be increased optionally to a total of one, two, or three times the employee's annual salary. The premium for the basic insurance is paid by the University, whereas that for the optional increase in insurance is paid by the employee.

In addition, all regular full-time employees are encouraged to participate in the University's basic hospital-medical [, major medical,] and accident insurance programs which also may include coverage for dependents.

Background: The University Basic Life Insurance Program was approved originally by the Board of Trustees in the early 1930's upon the recommendation of President Frank L. McVey. At the June 18, 1991

meeting, the Board of Trustee authorized the President to take steps to increase the Basic Life Insurance carried on regular full-time active employees to \$7,500. To assure that this policy is always up to date, the exact amount of the insurance will be reflected in the Administrative Regulations.

The University no longer has a major medical program.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

PR 5A

Members, Board of Trustees:

MASTER OF SCIENCE DEGREE PROGRAM
MANUFACTURING SYSTEMS ENGINEERING

Recommendation: that the Board of Trustees authorize for submission to the Council on Higher Education a new degree program, the Master of Science degree in Manufacturing Systems Engineering.

Background: The Council on Higher Education is empowered to approve all higher education degree programs.

This program is an integral part of the College of Engineering's strategic plan to provide increased support for economic development in the Commonwealth. It has attracted wide support from the industry in Kentucky. Supporting letters have been received from a number of companies including Toyota, GTE Products, Lexmark, and Dresser Industries. The proposed program also has the support of the State Cabinet for Economic Development.

The program will be closely coordinated with the College of Engineering's extension and research programs in the Center for Robotics and Manufacturing Systems which was established by the Kentucky General Assembly in 1986. As a result of the funds provided by the General Assembly at that time, no additional funds are requested to support this program, as it will rely upon existing facilities and faculty.

The proposed program will be essential to industry in the Commonwealth and in encouraging further economic development in Kentucky.

Approval by the Board of Trustees is required prior to submission to the Council on Higher Education.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

PR 5 B

Members, Board of Trustees:

THE TERRELL-MCDOWELL CHAIR IN
CONSTRUCTION ENGINEERING AND MANAGEMENT

Recommendation: that the Board of Trustees establish in the College of Engineering, Department of Civil Engineering, The Terrell-McDowell Chair in Construction Engineering and Management, and authorize the appointment of Donn E. Hancher, Professor, with tenure, as the first occupant of The Chair effective 1/1/92.

Background: The Board of Trustees, at its meeting on March 5, 1985, approved the acceptance of a gift from Robert C. McDowell. In 1984, Robert C. McDowell pledged \$800,000 to establish an endowed chair in construction management in the College of Engineering. The pledge was a commitment to pay \$800,000 over a period of five years into an investment program. At the end of the five years, the investment and interest from the program was to be used to fund the endowed chair. The Construction Engineering and Management Program in Civil Engineering has three basic objectives: to prepare engineering students for professional careers in the construction industry, to conduct meaningful research on construction problems, and to provide professional development programs for practitioners.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 1

Members, Board of Trustees:

ACCEPTANCE OF INTERIM FINANCIAL REPORT FOR THE
UNIVERSITY OF KENTUCKY FOR THE SIX MONTHS ENDED
DECEMBER 31, 1991

Recommendation: that the Board of Trustees accept the University of Kentucky consolidated financial report for the six months ended December 31, 1991.

Background: The consolidated financial report includes the financial activities of the University of Kentucky and its affiliated corporations, consisting of the University of Kentucky Research Foundation, The Fund for Advancement of Education and Research in the University of Kentucky Medical Center, University of Kentucky Athletic Association, University of Kentucky Mining Engineering Foundation, University of Kentucky Business Partnership Foundation, University of Kentucky Humanities Foundation, University of Kentucky Equine Research Foundation, University of Kentucky Center on Aging Foundation, and Health Care Collection Service.

As of December 31, 1991, the University had realized income of \$434,494,000 representing 53% of the 1991-92 estimate of \$812,499,000. Expenditures and commitments total \$405,150,000 or 50% of the approved budget of \$812,499,000.

Action taken: Approved Disapproved Other

Date: January 21, 1992

CONSOLIDATED BALANCE SHEET
UNIVERSITY OF KENTUCKY AND AFFILIATED CORPORATIONS
DECEMBER 31, 1991
with comparative totals for December 31, 1990
(in thousands)

	1991-92					1990-91	
	Current Unrestricted Funds	Current Restricted Funds	Loan Funds	Endowment Funds	Plant Funds	Totals	Totals
ASSETS							
Cash and cash equivalents	\$ 43,005	\$ 16,372	\$ 2,254	\$ 506	\$ 171,946	\$ 234,083	\$ 157,554
Notes, loans, and A/R (less bad debt allowances of \$6,248)	58,982	15,005	16,995		1,903	92,885	78,384
Investments	3,545	51,252		82,683	73,270	210,750	187,917
Property, plant, and equipment					941,635	941,635	855,237
Inventories and other	13,503	95				13,598	11,612
Total Assets	\$ 119,035	\$ 82,724	\$ 19,249	\$ 83,189	\$ 1,188,754	\$ 1,492,951	\$ 1,290,704
LIABILITIES AND FUND BALANCES							
Liabilities							
Accounts payable	\$ 13,853	\$ 378				\$ 14,231	\$ 11,355
Employee withholdings and deposits		3,260				3,260	4,755
Other liabilities	3,816	3,116			\$ 6,115	13,047	11,434
Liability for self insurance	19,543					19,543	17,421
Deferred income	15,535	8,846				24,381	21,656
Bonds payable					341,620	341,620	271,696
Capitalized lease obligation					49,448	49,448	22,681
Net deferred revenues and appropriated fund balances	35,820	(913)				34,907	18,238
Total Liabilities	88,567	14,687			397,183	500,437	379,236
Interfund Balances	(37,096)	40,490			(3,394)		
Fund Balances							
Current Unrestricted							
Working capital	59,628					59,628	47,977
Future operating purposes	7,139					7,139	8,124
Other	797					797	3,730
Current Restricted							
Loan		27,547	\$ 19,249			19,249	18,771
True Endowments				\$ 49,530		49,530	44,347
Term Endowments				3,509		3,509	1,811
Quasi Endowments				30,150		30,150	29,462
Plant							
Retirement of indebtedness					42,185	42,185	37,109
Renewal and Replacement					33,582	33,582	27,279
Allocated for designated projects					25,483	25,483	45,228
Net investment in plant					693,715	693,715	620,852
Total Fund Balances	67,564	27,547	19,249	83,189	794,965	992,514	911,468
Total Liabilities and Fund Balances	\$ 119,035	\$ 82,724	\$ 19,249	\$ 83,189	\$ 1,188,754	\$ 1,492,951	\$ 1,290,704

CONSOLIDATED STATEMENT OF CURRENT FUNDS REVENUES AND APPROPRIATED FUND BALANCES
UNIVERSITY OF KENTUCKY AND AFFILIATED CORPORATIONS
FOR THE SIX MONTHS ENDED DECEMBER 31, 1991
with comparative totals for December 31, 1990
(in thousands)

	(A)	(B)	(C)	(D)	(E)	(F)
	1991-92			1990-91		
	ORIGINAL BUDGET	REVISED BUDGET	REALIZED TO DATE	PERCENT REALIZED	REALIZED TO DATE	PERCENT REALIZED
General Fund						
(1) State appropriations	\$ 335,845	\$ 316,266	\$ 160,884	51	\$ 142,762	50
(2) Student fees	80,535	87,196	44,118	51	37,705	50
(3) Federal appropriations	14,618	14,619	7,362	50	6,861	48
(4) County appropriations	4,701	5,149	1,221	24	1,367	29
(5) Endowment income	771	771	248	32	280	37
(6) Investment income	9,136	9,136	3,890	43	4,658	50
Gifts and grants						
(7) Affiliated corporations	6,604	6,877	2,647	38	2,537	41
(8) Other	3,343	4,045	1,103	27	1,145	32
(9) Sales and services	16,874	18,113	9,074	50	8,363	53
(10) Fund balance	<u>6,580</u>	<u>9,687</u>	<u>9,687</u>	100	<u>12,423</u>	100
(11) Total General Fund	479,008	471,859	240,234	51	218,101	51
(12) Auxiliary Enterprises	36,227	36,695	18,346	50	17,786	50
(13) Restricted Funds	55,374	56,392	27,806	49	23,936	49
(14) Affiliated Corporations	83,353	84,756	43,554	51	39,470	50
Hospital						
(15) Revenues	159,777	159,777	101,534	64	80,970	56
(16) Fund balance	<u>3,020</u>	<u>3,020</u>	<u>3,020</u>	100	<u>5,394</u>	100
Total Revenues and						
(17) Appropriated Fund Balances	<u>\$ 816,759</u>	<u>\$ 812,499</u>	<u>\$ 434,494</u>	53	<u>\$ 365,657</u>	52

CONSOLIDATED STATEMENT OF CURRENT FUNDS EXPENDITURE SUMMARY BY PROGRAM - ALL FUNDS
 UNIVERSITY OF KENTUCKY AND AFFILIATED CORPORATIONS
 FOR THE SIX MONTHS ENDED DECEMBER 31, 1991
 with comparative totals for December 31, 1990
 (in thousands)

	(A)	(B)	(C)	(D)	(E)	(F)
	1991-92				1990-91	
	ORIGINAL BUDGET	REVISED BUDGET	EXPENDED/ ENCUMBERED TO DATE	PERCENT EXP/ ENCUMB	EXPENDED/ ENCUMBERED TO DATE	PERCENT EXP/ ENCUMB
(1) Instruction	\$ 213,317	\$ 210,806	\$ 97,092	46	\$ 86,911	46
(2) Research	91,219	90,822	43,677	46	38,266	42
(3) Public Service	75,217	74,615	34,056	46	32,831	49
(4) Academic Support	50,338	53,176	27,733	52	24,682	48
(5) Student Services	19,913	19,938	11,013	55	9,094	50
(6) Institutional Support	35,085	36,273	18,818	52	17,029	51
(7) Student Financial Aid	37,749	38,389	27,286	71	22,794	72
(8) Operation and Maintenance	40,605	40,218	18,077	45	17,191	47
(9) Mandatory Transfers (Debt Service)	37,556	32,034	22,572	70	22,258	87
(10) Hospital	162,738	162,738	76,642	47	75,208	50
(11) Auxiliary Enterprises	53,022	53,490	28,184	53	26,947	54
(12) Total Expenditure by Program	<u>\$ 816,759</u>	<u>\$ 812,499</u>	<u>\$ 405,150</u>	50	<u>\$ 373,211</u>	50

EXPENDITURE SUMMARY BY CATEGORY OF EXPENDITURE
 UNIVERSITY OF KENTUCKY AND AFFILIATED CORPORATIONS
 FOR THE SIX MONTHS ENDED DECEMBER 31, 1991
 with comparative totals for December 31, 1990
 (in thousands)

	(A)	(B)	(C)	(D)	(E)	(F)
	1991-92				1990-91	
	ORIGINAL BUDGET	REVISED BUDGET	EXPENDED/ ENCUMBERED TO DATE	PERCENT EXP/ ENCUMB	EXPENDED/ ENCUMBERED TO DATE	PERCENT EXP/ ENCUMB
(13) Personnel Costs	\$ 467,506	\$ 467,280	\$ 232,251	50	\$ 204,755	48
(14) Operating Expenses	268,642	268,548	133,955	50	127,826	52
(15) Mandatory Transfers (Debt Service)	42,479	37,627	25,239	67	24,983	84
(16) Capital Outlay	38,132	39,044	13,705	35	15,647	41
(17) Total Expenditure by Category	<u>\$ 816,759</u>	<u>\$ 812,499</u>	<u>\$ 405,150</u>	50	<u>\$ 373,211</u>	50

CONSOLIDATED SUMMARY OF NET DEFERRED REVENUES AND APPROPRIATED FUND BALANCES
UNIVERSITY OF KENTUCKY AND AFFILIATED CORPORATIONS
FOR THE SIX MONTHS ENDED DECEMBER 31, 1991
 with comparative totals for December 31, 1990
 (in thousands)

	(A)	(B)	(C)
	<u>1991-92</u>		<u>1990-91</u>
(1) Realized Revenues		\$ 421,787	\$ 367,840
Appropriated Fund Balances			
(2) Current unrestricted fund	\$ 9,687		12,423
(3) University Hospital	<u>3,020</u>		<u>5,394</u>
(4) Total Appropriated Fund Balances		<u>12,707</u>	<u>17,817</u>
(5) Total Revenues and Appropriated Fund Balances		434,494	385,657
(6) Expenditures/Encumbrances	405,150		373,211
(7) Less: Reserve for Encumbrances	<u>(5,563)</u>		<u>(5,792)</u>
(8) Total Expenditures		<u>399,587</u>	<u>367,419</u>
(9) Net Deferred Revenues and Appropriated Fund Balances		<u>\$ 34,907</u>	<u>\$ 18,238</u>

FCR 2

Members, Board of Trustees:

CAPITAL CONSTRUCTION REPORT

Recommendation: that the capital construction report for the three months ending December 31, 1991, be accepted.

Background: Under House Bill 622 enacted in the 1982 session of the Kentucky General Assembly, the University is authorized to enter into architectural, engineering, and related consultant contracts for the purpose of accomplishing capital construction at the University of Kentucky.

The report shows that during the three months ending December 31, 1991, the University has:

1. Awarded zero (0) architect and engineer contracts.
2. Made eight (8) amendments to architect and engineer contracts.
3. Made fourteen (14) final payments for fourteen (14) architect and engineer contracts.
4. Awarded or requisitioned for the award of twenty-one (21) construction contracts.
5. Made fifty-eight (58) change orders to construction contracts.
6. Made twenty-one (21) final payments for twenty-one (21) construction contracts.

Action taken: Approved Disapproved Other

Date: January 21, 1992

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
BIAGI, CHANCE, CUMMINS, LONDON, TITZER, INC. SHELBYVILLE	PER DIEM CONSULTANT MECHANICAL/ELECTRICAL SERVICES	N/A	\$ 10,000	7/31/91
LOSS CONTROL, INC. LEXINGTON	PER DIEM CONSULTANT ENVIRONMENTAL TESTING CONSULTANTS	N/A	\$ 75,000	7/31/91
SHERMAN, CARTER, BARNHART LEXINGTON	FIELD HOUSE Project No. 147.0	\$8,500,000	\$ 349,090	7/31/90
	Previous Amendments #1-2		+ 49,589	
	AMENDMENT #3 Additional Services		+ 39,825	11/27/91
	Reason for Amendment: To cover additional fees due to redesign of roadway and reimbursement of resident inspector fees.			
	Consultant's Fee To Date:		\$ 438,504	
OMNI ARCHITECTS LEXINGTON	OWENSBORO C.C. Project No. 425.0	\$ 12,500,000	\$ 550,000	10/31/86
	Previous Amendments #1-4		+ 93,327	
	CONSULTANT'S FINAL PAYMENT		\$ 643,327	12/18/91
BICKEL-GIBSON ARCHITECTS LOUISVILLE	AGRICULTURAL ENGINEERING BUILDING Project No. 475.0	\$11,000,000	\$ 475,838	10/31/86
	Previous Amendments #1-6		+ 139,007	
	AMENDMENT #7 Deletion of services		- 1,303	11/27/91
	Reason for Amendment: Full amount of resident inspector services were not utilized.			
	Consultant's Fee To Date:		\$ 613,542	
OMNI ARCHITECTS LEXINGTON	ASHLAND C.C. PHASE I WINDOW REPLACEMENT Project No. 490.0	\$ 114,000	\$ 19,000	08/31/90
	CONSULTANT'S FINAL PAYMENT		\$ 19,000	12/18/91

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
HANSEN, LIND, MEYER IOWA CITY	UNIVERSITY OF KENTUCKY MASTER PLAN Project No. 539.0	\$ 502,974	\$ 470,000	2/28/90
AMENDMENT #1	Additional Services		+ 9,650	10/31/91
Reason for Amendment: Additional services in conjunction with road network. Administrative time and replotting.				
Consultant's Fee To Date:			\$ 479,650	
PRESNELL ASSOCIATES, INC. LOUISVILLE	ELIZABETHTOWN C.C. ADMIN. BLDG. ROOF REPLACEMENT Project No. 582.0	\$ 249,550	\$ 16,720	06/18/90
CONSULTANT'S FINAL PAYMENT			\$ 16,720	11/08/91
SHERMAN/CARTER/BARNHART LEXINGTON	BUSINESS AND ECONOMICS BUILDING RENOVATION Project Nos. 587.0/775.0	\$ 11,793,250	\$ 425,000	1/31/89
Previous Amendments #1- 4			+ 346,650	
Consultant's Fee To Date:			\$ 771,650	
COLLIGNON & NUNLEY OWENSBORO	HOPKINSVILLE C.C. AUDITORIUM Project No. 596.0	\$ 3,400,000	\$ 154,450	02/28/89
Previous Amendment #1			+ 30,786	
CONSULTANT'S FINAL PAYMENT			\$ 185,236	11/08/91
ARRASMITH, JUDD, RAPP, INC. LOUISVILLE	PRESTONSBURG C.C. SCIENCE BUILDING Project No. 624.0	\$ 3,100,000	\$ 150,000	1/31/89
Previous Amendments #1-3			+ 35,590	
Consultant's Fee To Date:			\$ 185,590	
OMNI ARCHITECTS LEXINGTON	ASHLAND C.C. LEARNING RESOURCE CENTER Project No. 630.0	\$ 4,300,000	\$ 203,050	04/28/89
Previous Amendments #1-3			+ 68,061	

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
OMNI ARCHITECTS LEXINGTON	ASHLAND C.C. LEARNING RESOURCE CENTER Project No. 630.0			CONTINUED
AMENDMENT #4	Additional Services		+ 5,417	10/31/91
Reason for Amendment:	This amendment covers additional meetings and construction administration due to time extensions in the construction phase.			
Consultant's Fee To Date:			\$ 276,528	
STAGGS & FISHER ENGINEERS LEXINGTON	MEDICAL CENTER UPGRADE FUME HOODS Project No. 644.0	\$ 1,200,000	\$ 49,000	6/21/89
Previous Amendment #1			+ 490,345	
Consultant's Fee To Date:			\$ 539,345	
GPR PLANNERS COLLABORATIVE WHITE PLAINS, NY	MEDICAL RESEARCH BUILDING PLANNING Project No. 665.0	\$ 550,000	\$ 211,100	04/30/90
AMENDMENT #1	Additional Services		+ 5,837	10/31/91
Reason for Amendment:	Provides for additional travel and duplicating expenses incurred by the consultant.			
CONSULTANT'S FINAL PAYMENT			\$ 216,937	11/20/91
BRAZLEY & BRAZLEY LOUISVILLE	ASHLAND C.C. ELEVATOR CONTROLS REPLACEMENT Project No. 677.0	\$ 96,000	\$ 4,810	04/30/90
Previous Amendment #1			+3,198	
CONSULTANT'S FINAL PAYMENT			\$ 8,008	12/24/91
POTTS + POTTS ARCHITECTS LEXINGTON	PATTERSON OFFICE TOWER ELEVATOR RENOVATION Project No. 683.0	\$ 311,000	\$ 26,615	8/27/90
AMENDMENT #1	Additional Services		+ 10,780	11/27/91

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
POTTS + POTTS ARCHITECTS LEXINGTON	PATTERSON OFFICE TOWER ELEVATOR RENOVATION Project No. 683.0			CONTINUED
Reason for Amendment: To cover additional services in Phase A of project only at the request of the University.				
Consultant's Fee To Date:			\$ 37,395	
MEYER, WRIGHT & BOLEYN FRANKFORT	MEMORIAL COLISEUM ROOF REPLACEMENT Project No. 684.0	\$ 277,415	\$ 25,050	01/31/90
CONSULTANT'S FINAL PAYMENT			\$ 25,050	12/16/91
H & M ASSOCIATES OF KY LEXINGTON	FUNKHOUSER WINDOW REPLACEMENT Project No. 685.0	\$ 336,000	\$ 27,120	2/16/90
Previous Amendment #1			+ 4,514	
Consultant's Fee To Date:			\$ 31,634	
JEFFREY C. SMITH, ARCHITECT LOUISVILLE	JEFFERSON C.C. (SW) ROOF SHINGLES REPLACEMENT Project No. 696.0	\$ 110,000	\$ 7,824	06/18/90
Previous Amendment #1			+ 1,935	
CONSULTANT'S FINAL PAYMENT			\$ 9,759	10/04/91
PEARSON+BENDER+JOLLY LEXINGTON	PRESTONSBURG C. C. JOHNSON BLDG. RENOVATION Project No. 717.0	\$ 250,000	\$ 28,355	07/31/90
CONSULTANT'S FINAL PAYMENT			\$ 28,355	11/06/91
INTERIOR DESIGN & ARCHITECTURE LOUISVILLE	HOSPITAL SUPPORT SERVICES UPGRADE Project No. 721.0	\$ 1,000,000	\$ 59,155	08/31/90
Previous Amendment			+ 17,330	
CONSULTANT'S FINAL PAYMENT			\$ 75,485	10/09/91

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
GRW ENGINEERS, INC. LEXINGTON	SOUTHEAST C.C. BELL COUNTY FACILITY SITE SELECTION Project No. 730.1	\$ 9,891,400	\$ 46,500	10/31/90
CONSULTANT'S FINAL PAYMENT			\$ 46,500	10/25/91
KOVERT, HAWKINS, ARMSTRONG JEFFERSONVILLE, IN	JEFFERSON C.C., SW ACADEMIC BUILDING Project No. 731.0	\$ 3,000,000	\$ 133,906	11/30/90
Previous Amendment #1			+ 31,500	
Consultant's Fee To Date:			\$ 165,406	
JOHNSON/ROMANOWITZ LEXINGTON	CHEMISTRY/PHYSICS BUILDING RENOVATION Project No. 732.0	\$ 2,000,000	\$ 93,500	10/31/90
Previous Amendment #1			+ 134,411	
Consultant's Fee To Date:			\$ 227,911	
JERRY A. TAYLOR & ASSOC. LEXINGTON	CHEMISTRY/PHYSICS FUME HOOD MODERNIZATION Project No. 745.1	\$2,790,000	\$ 39,000	4/30/91
Previous Amendment #1			+ 168,500	
Consultant's Fee To Date:			\$ 207,500	
MARCUM-DUNKER PADUCAH	PADUCAH C.C. CHILLER REPLACEMENT Project No. 754.0	\$199,500	\$ 17,000	10/31/90
CONSULTANT'S FINAL PAYMENT			\$ 17,000	10/30/91
BIAGI, CHANCE, CUMMINS LONDON, TITZER, INC. SHELBYVILLE	KASTLE HALL PSYCHOLOGY LAB. RENOVATION Project No. 759.0	\$199,000	\$ 19,454	04/30/91
AMENDMENT #1	Deletion of Services		- 4,450	10/31/91
Reason for Amendment:		Removing the fees associated with the asbestos abatement. This portion of the project was done by the University.		

I. ARCHITECT & ENGINEER CONTRACTS

ARCHITECT & ENGINEER	PROJECT	PROJECT SCOPE	ARCHITECT & ENGINEER FEES	EFFECTIVE CONTRACT DATE
BIAGI, CHANCE, CUMMINS LONDON, TITZER, INC. SHELBYVILLE	KASTLE HALL PSYCHOLOGY LAB. RENOVATION Project No. 759.0			CONTINUED
	CONSULTANT'S FINAL PAYMENT		\$ 15,004	12/18/91
SCRUGGS AND HAMMOND INC. LEXINGTON	COLDSTREAM FARMLAND USE PLAN Project No. 760.0	\$1,236,300	\$ 9,500	08/31/90
	Previous Amendments #1-2		+ 226,000	
	Amendment #3 Additional Services		+ 35,000	10/31/91
	Reason for Amendment: Additional Services required for traffic studies and planning.			
	Consultant's Fee To Date:		\$ 270,500	
TATES/FITZSIMONS ARCH. LEXINGTON	DENTAL CLINIC RENOVATION PHASE I Project No. 766.0	\$ 400,000	\$ 28,860	07/31/91
ASSOCIATED DESIGNERS LEXINGTON	KIRWAN/BLANDING TOWERS ROOF REPLACEMENT Project No. 769.0/770.0	\$ 120,000	\$ 14,800	02/28/91
	CONSULTANT'S FINAL PAYMENT		\$ 14,800	10/04/91
BIAGI, CHANCE, CUMMINS, LONDON, TITZER, INC. SHELBYVILLE	HOSPITAL NURSING UNIT MODIFICATION Project No. 777.0	\$ 500,000	\$ 34,762	07/31/91
PEARSON+BENDER+JOLLY LEXINGTON	BREAST SCREENING CENTER Project No. 783.0	\$ 199,000	\$ 13,650	07/31/91
TATES/FITZSIMONS ARCH. LEXINGTON	HOSPITAL -INFORMATION MANAGEMENT/SOCIAL SERVICES Project No. 784.0	\$ 199,000	\$ 17,390	7/31/91
J. KEITH SHARP ARCHITECT HOPKINSVILLE	HOPKINSVILLE C.C. ACADEMIC BUILDING RENOVATION Project No. 786.0	\$ 250,000	\$ 14,930	8/30/91

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
C.E. PENNINGTON CO. LEXINGTON	FIELD HOUSE Project No. 147.0	\$6,772,000- 7,240,000	10/29/91	4	\$ 6,772,000.00
ALLIED BUILDERS INC. INDEPENDENCE	GAINES CTR FOR HUMANITIES Project No. 218.2	\$438,000 533,769	10/29/91	8	\$ 438,000.00
BROADVIEW ACOUSTICAL LEXINGTON	HOSPITAL EXPANSION - PH II BID PACK #3, T.C. # 2 DRYWALL & INSULATION Project No. 304.1	\$58,700- 106,514	11/21/88	2	\$ 58,700.00
CONTRACTOR'S FINAL PAYMENT			10/15/91		\$ 58,700.00
WHEELER GENERAL CONTR. LEXINGTON	HOSPITAL EXPANSION-PH II Project No. 304.1	\$13,800	07/08/91	1	\$ 13,800.00
CHANGE ORDER #1	Remove liquid and gravel from bottom of concrete holding tank.		12/13/91		+ 9,545.00
Reason for Change:	Concealed conditions discovered after removal of interceptor unit and discharge into pit from unknown source and EPA requirement.				
CONTRACTOR'S FINAL PAYMENT			12/17/91		\$ 23,345.00
ARROW ELECTRIC CO., INC. LEXINGTON	HOSPITAL EXPANSION - PHASE II Project No. 304.9	\$797,000 - 1,114,900	03/07/90	4	\$ 797,000.00
Previous Change Orders #1 - 2					+ 1,475.00
Contractor's Revised Contract Amount To Date:					\$ 798,475.00
BROWN SPRINKLER CORP. LEXINGTON	HOSPITAL EXPANSION - PHASE II WORK CAT. #3 - FIRE PROTECTION Project No. 304.9	\$52,400 - 59,975	04/23/90	2	\$ 52,400.00
Previous Change Orders #1					+ 2,035.00
Contractor's Revised Contract Amount To Date:					\$ 54,435.00
WOODFORD BUILDERS, INC. LEXINGTON	HOSPITAL EXPANSION - PH. II WORK CAT. #1-GENERAL WORK Project No. 304.9	\$1,742,000 - 1,798,760	03/05/90	5	\$ 1,742,000.00
Previous Change Orders #1 - 3					+ 26,037.00

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
WOODFORD BUILDERS, INC. LEXINGTON	HOSPITAL EXPANSION - PH. II WORK CAT. #1-GENERAL WORK Project No. 304.9				CONTINUED
CHANGE ORDER # 4	<ol style="list-style-type: none"> 1. Supply and install a set of wood doors to access trash containers under the millwork. 2. Construct a new electrical closet for the installation of the new ATS & related equipment. 		10/15/91		+ 4,793.76
Reason for Change:	<ol style="list-style-type: none"> 1. Doors conceal containers & allows emptying without entering sterile area. 2. Code requirements. 				
Contractor's Revised Contract Amount To Date:					\$ 1,772,830.76
GREEN MECHANICAL CONST.INC. GLASGOW	HOSPITAL EXPANSION PH. II WORK CAT. #2 - MECHANICAL WORK Project No. 304.9	\$1,012,524 - 1,096,000	03/05/90	2	\$ 1,012,524.00
Previous Change Order # 1					+ 7,370.00
CHANGE ORDER # 2	<ol style="list-style-type: none"> 1. Revise the smoke damper operation to operate each smoke damper from the adjacent duct mounted smoke detector. 2. Provide labor to balance the ETO room & ETO equipment room on a temporary basis to insure proper air flow until final balance can be completed. 3. Replace the duct & pipe insulation. 4. Provide pricing, showing labor/material/equipment breakdown to make revisions to the ETO room. 		10/15/91		+ 5,676.00
Reason for Change:	<ol style="list-style-type: none"> 1. To allow individual smoke dampers to close where smoke is detected, in lieu of shutting down entire air handling system. 2. To insure safety until final balance of project is complete. 3. Replacement of insulation, removed by asbestos abatement contractor. 4. Recommendation from manufacturer to increase exhaust capacity of ETO access room for safety. 				
Contractor's Revised Contract Amount To Date:					\$ 1,025,570.00
HONEYCUTT MECHANICAL LEXINGTON	KJELDAHL FUME HOOD DUCT REPLACEMENT-AGRICULTURAL REGULATORY BUILDING Project No. 395.5	\$13,931	12/20/91	1	\$ 13,391.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
DUREX CORPORATION LOUISVILLE	ASHLAND COMM. COLLEGE WINDOW REPLACEMENT Project No. 490.0	\$71,015- 146,400	04/08/91	5	\$ 71,015.00
CHANGE ORDER #1	Furnish and install four new windows and associated aluminum break metal.		11/06/91		+ 4,739.00
Reason for Change:	Omitted from contract until Learning Resource Center project completed the Bridge Connections.				
Contractor's Revised Contract Amount To Date:					\$ 75,754.00
EUBANK & STEELE CONST. CO. LEXINGTON	CENTRIFUGEWENNER-GREN LABORATORY ADDITION Project No. 533.0	\$148,750- 185,040	12/03/91	8	\$ 148,750.00
BROWN SPRINKLER CORP. LEXINGTON	MEDICAL CENTER 1ST & 4TH FLOOR SUPPRESSION SYS. Project No. 542.2	\$298,000 - 336,700	07/09/90	2	\$ 298,000.00
Previous Change Orders #1 - 2					+ 1,347.07
Contractor's Revised Contract Amount To Date:					\$ 299,347.07
ECKERT FIRE PROTECTION CINCINNATI, OHIO	HOSPITAL/MEDICAL CENTER SPRINKLERS - FLOORS 7&8 Project No. 542.5	\$234,500- 276,600	08/29/91	6	\$ 234,500.00
DEERINGER & SON, INC. LEXINGTON	ELIZABETHTOWN C.C. ADMIN. BLDG. ROOF REPLACEMENT Project No. 582.0	\$193,824- 263,730	11/05/90	4	\$ 193,824.00
CHANGE ORDER #1	Add 162 days to contract.		11/06/91		0
Reason for Change:	Construction was postponed due to inclement weather.				
CONTRACTOR'S FINAL PAYMENT			10/30/91		\$ 193,824.00
WOODFORD BUILDERS, INC. LEXINGTON	BUSINESS & ECONOMICS BLDG. ADDITION & RENOVATION BID PACK #4, TRADE #4 BUILDING STRUCTURE WORK Project No. 587.0	\$629,000	05/29/90	1	\$ 629,000.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
WOODFORD BUILDERS, INC. LEXINGTON	BUSINESS & ECONOMICS BLDG. ADDITION & RENOVATION BID PACK #4, TRADE #4 BUILDING STRUCTURE WORK Project No. 587.0				CONTINUED
	Previous Change Orders #1-4				+ 38,147.00
	CONTRACTOR'S FINAL PAYMENT		11/05/91		\$ 667,147.00
TRI-STATE ROOFING & SHEET LEXINGTON	BUSINESS & ECONOMICS BLDG. ADDITION & RENOVATION BID PACK #4A, TRADE #6 - ROOFING WORK Project No. 587.0	\$150,710 - 177,676	08/08/90	3	\$ 150,710.00
	Previous Change Orders #1 - 2				+ 2,680.00
	Contractor's Revised Contract Amount To Date:				\$ 153,390.00
E.C. MATTHEWS COMPANY LEXINGTON	BUSINESS & ECONOMICS BLDG. BID PACK #4, TRADE #7 GENERAL TRADES WORK Project No. 587.0	\$766,700- 858,000	06/05/90	4	\$ 766,700.00
	Previous Change Orders #1 - 9				+ 22,926.00
CHANGE ORDER #10	1. Modify laminate window stools for Commerce Building windows. 2. Provide chalkboards . 3. Install closure type door hold open devices.		10/14/91		+ 8,948.00
Reason for Change:	1. Must be modified to fit field conditions caused by Skin Restoration work. 2. Additional boards required due to insufficient chalkboard space shown on Contract Documents. 3. Plan configuration does not allow for normal electromagnetic hold opens.				
CHANGE ORDER #11	Delete drywall and painting work.		10/14/91		- 8,358.00
Reason for Change:	Work proceeding with building occupied would cause undo disturbance to occupants.				
CHANGE ORDER #12	1. Patch storefront after removal of temporary construction of doors at southwest corner. 2. Delete contractual signage allowance.		10/14/91		- 3,188.00

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
E.C. MATTHEWS COMPANY LEXINGTON	BUSINESS & ECONOMICS BLDG. BID PACK #4, TRADE #7 GENERAL TRADES WORK Project No. 587.0				CONTINUED
Reason for Change:	<ol style="list-style-type: none"> 1. Temporary doors were installed under previous bid package. The removal of doors places storefront back to its original condition. 2. Work to be performed by the Owner. 				
Contractor's Revised Contract Amount To Date:					\$ 787,028.00
GREEN MECHANICAL CONST. CO. GLASGOW	BUSINESS & ECONOMICS BLDG. BID PACK #4, TRADE #9 PLUMBING/MECHANICAL/HVAC WORK Project No. 587.0	\$705,000- 793,000	06/14/90	4	\$ 705,000.00
Previous Change Orders #1 - 4					+ 33,260.00
CHANGE ORDER #5	<ol style="list-style-type: none"> 1. Replace corridor, atrium and other miscellaneous area type diffusers. 2. Reconciliation of contract allowance to reinsulate mechanical room piping exposed by asbestos abatement. 		10/14/91		- 4,731.00
Reason for Change:	<ol style="list-style-type: none"> 1. Diffusers replaced to give uniform appearance throughout public spaces. 2. Quoted value of work less than allotted contract allowance. 				
CHANGE ORDER #6	<ol style="list-style-type: none"> 1. Install steel pipe at emergency generator exhaust in lieu of stainless steel. 2. Cut and cap hot water supply and return lines at Level 2, 3 and 4 connecting links. 		10/14/91		- 578.00
Reason for Change:	<ol style="list-style-type: none"> 1. Stainless steel is not required. 2. Copper lines interfere with connecting link architectural work. 				
Contractor's Revised Contract Amount To Date:					\$ 732,951.00
BROWN SPRINKLER CORP. LEXINGTON	BUSINESS & ECONOMICS BLDG. BID PACK #4, TRADE #10 FIRE PROTECTION WORK Project No. 587.0	\$98,300- 116,695	06/15/90	3	\$ 98,300.00
Previous Change Orders #1 - 2					+ 4,322.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
BROWN SPRINKLER CORP. LEXINGTON	BUSINESS & ECONOMICS BLDG. BID PACK #4, TRADE #10 FIRE PROTECTION WORK Project No. 587.0				CONTINUED
CHANGE ORDER #3	<ol style="list-style-type: none"> 1. Omit 6" O.S.Y. valve and tamper switch. 2. Omit three (3) sprinkler heads in stairwells at midlandings. 3. Add twelve (12) sprinkler heads, relocate sprinkler main and relocate two (2) sprinkler lines for first floor "surge" space. 4. Install tamper switch at fire main post indicator valve. 		10/14/91		+ 1,460.00
Reason for Change:	<ol style="list-style-type: none"> 1. Not required per Kentucky Building Code. 2. Not required per Kentucky Building Code. 3. Work is required to bring first floor area up to Kentucky Building Code requirements. 4. Tamper switches not indicated on documents. 				
CONTRACTOR'S FINAL PAYMENT			11/08/91		\$ 104,082.00
ENERGY CONSERVATION TECHNIQUES LOUISVILLE	BUSINESS & ECONOMICS BLDG. BID PACK NO. 4 - TRADE #11 CONTROLS WORK Project 587.0	\$99,183- 165,355.32	7/31/90	4	\$ 99,183.00
Previous Change Orders #1 - 3					+ 8,396.00
Contractor's Revised Contract Amount To Date:					\$ 107,579.00
CUTTER-PULLIAM ELECTRIC LEXINGTON	BUSINESS & ECONOMICS BLDG. INFORMATION CENTER FIT-UP BID PACK #6, TRADE #14 - ELECTRICAL WORK Project No. 587.0	\$21,750 - 28,999	03/06/91	6	\$ 21,750.00
Previous Change Orders # 1					+ 575.00
CONTRACTOR'S FINAL PAYMENT			11/06/91		\$ 22,325.00
KORFHAGE LANDSCAPE & DESIGN LOUISVILLE	BUSINESS & ECONOMICS BLDG. LANDSCAPING Project No. 587.3	\$53,220- 89,780	09/18/91	7	\$ 53,220.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
WHEELER GENERAL CONTRACTOR LEXINGTON	BRECKINRIDGE HALL ELEVATOR Project No. 617.0	\$114,336 - 160,966	02/01/90	9	\$ 114,336.00
	Previous Change Orders #1 - 3				+ 6,351.90
	CONTRACTOR'S FINAL PAYMENT		10/09/91		\$ 120,687.90
DAHLEM CONSTRUCTION LOUISVILLE	PADUCAH COMM. COLLEGE ALLIED HEALTH CENTER Project No. 620.0	\$4,121,000- 4,590,000	05/31/90	6	\$ 4,121,000.00
	Previous Change Orders #1 - 11				+ 100,144.00
	Contractor's Revised Contract Amount To Date:				\$ 4,221,144.00
D.W. WILBURN, INC. LEXINGTON	PRESTONSBURG COMM. COLL. SCIENCE BUILDING Project No. 624.0	\$2,381,800- 2,537,700	06/06/90	5	\$ 2,381,800.00
	Previous Change Orders #1 - 2				+ 77,858.91
	CHANGE ORDER #3	1. Delete shelving, add tall storage units. 2. Provide aluminum divider tube at (11) type A windows as separator and head "support" for lower window blind. 3. Provide additional drainage fill to "raise" 1st floor slab to design elevation.	10/14/91		+ 9,234.41
	Reason for Change:	1. Shelving in offices purchased through furniture contract. Storage units deleted during cost reductive re-design and added here to "complete" the project. 2. Window shape would not allow installation of a single blind. Aluminum tube will "finish and protect window blind head section". 3. Top elevation of building pad placed by Bid Pkg. #1 earthwork contractor was found to be an average of 5" low.			
	Contractor's Revised Contract Amount To Date				\$ 2,468,893.32
VOCON, INC. HUNTINGTON, WV	ASHLAND COMM. COLLEGE ACADEMIC/LRC Project No. 630.0	\$3,396,319- 3,529,000	04/17/90	3	\$ 3,396,319.00
	Previous Change Orders #1 - 5				+ 67,347.90

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
VOCON, INC. HUNTINGTON, WV	ASHLAND COMM. COLLEGE ACADEMIC/LRC Project No. 630.0				CONTINUED
CHANGE ORDER #6	1. Furnish and install metal pipe handrails with guards at the steps on each side of the stage. 2. Provide a metal stud and 5/8" fire code drywall enclosure under the lower landing and lower run of stairs.		11/06/91		+ 806.93
Reason for Change:	1-2. Required by State Building Inspector to meet code.				
Contractor's Revised Contract Amount To Date:					\$ 3,464,473.83
B&L UTILITY CONTRACTORS ASHLAND	ASHLAND COMM COLLEGE LRC PARKING LOT Project No. 630.1	\$318,091- 434,272	07/09/90	3	\$ 318,091.25
Previous Change Orders #1-2					+ 15,893.10
CHANGE ORDER #3	Provide additional swale, rip-rap, seed and sod above new walk near top of hill. Install 6 Gabion baskets.		12/06/91		+ 4,250.00
Reason for Change:	Debris from off-site has washed in front of new culvert and caused severe erosion around the new headwalls and could undermine roadway.				
Contractor's Revised Contract Amount To Date:					\$ 338,234.35
DIMENSIONAL SIGN SYSTEM LEXINGTON	STUDENT CENTER SIGNAGE Project 633.0	\$11,217	05/15/91	1	\$ 11,217.68
CONTRACTOR'S FINAL PAYMENT			11/06/91		\$ 11,217.68
BODENBENDER & SHAWLER GREENVILLE, IN	LEXINGTON C.C. OSWALD BLDG. CAULKING REPAIRS Project No. 639.2	\$15,123- 34,000	11/12/90	7	\$ 15,123.00
CONTRACTOR'S FINAL PAYMENT			11/06/91		\$ 15,123.00
RAM ENGINEERING & CONST.* LOUISVILLE	CIVIL ENGINEERING BUILDING/ ASTECC PHASES I & II WORK CATEGORY #1 - GENERAL EXCAVATION WORK Project Nos. 640.1/640.2/746.2	\$847,425- 944,500	10/29/91	3	\$ 847,425.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
FINNEY COMPANY, INC.* LEXINGTON	CIVIL ENGINEERING BUILDING/ ASTECC PHASES I & II WORK CATEGORY #2 - MECHANICAL WORK Project No. 640.1/640.2/746.2	\$377,000- 454,649	10/29/91	3	\$ 377,000.00
AMTECK OF KENTUCKY* LEXINGTON	CIVIL ENGINEERING BUILDING/ ASTECC PHASES I & II WORK CATEGORY #3- ELECTRICAL WORK Project No. 640.1/640.2/746.2	\$137,800- 179,000	10/29/91	4	\$ 137,800.00
FINNEY COMPANY, INC. LEXINGTON	COOLING PLANTS #1 & 3 EXPANSION Project No. 666.1	\$369,000- 411,910	11/07/91	6	\$ 369,000.00
LAGCO, INC. LEXINGTON	COOLING PLANTS #1 & 3 EXPANSION Project No. 666.1	\$95,969- 115,900	12/20/91	4	\$ 95,969.00
LAGCO, INC. LEXINGTON	SECONDARY PUMPING SYSTEM PATTERSON OFFICE TOWER Project No. 666.3	\$151,950- 183,180	3/28/91	6	\$ 151,950.00
	Previous Change Orders #1 - 2				+ 1,491.50
Change Order #3	<ol style="list-style-type: none"> 1. Provide extended capillary tubes for seven (7) thermometers on chilled water system. 2. Relocate the existing tie-in point of the make-up water line adjacent to the expansion tanks to the return (low pressure) side of the chilled water coils at the closer air handler at each side of the 19th floor mechanical area. 		10/02/91		+ 2,585.00
Reason for Change:	<ol style="list-style-type: none"> 1. Locations shown on contract drawings are not able to be read from the pump room floor. 2. Pressure surges in make-up water system caused by the building domestic water booster pumps are causing a partial vacuum when they shut, sucking air into the system. System will not continuously operate. 				

*This was bid in a bid pack with one combined low bid total for each work category.

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
LAGCO, INC. LEXINGTON	SECONDARY PUMPING SYSTEM PATTERSON OFFICE TOWER Project No. 666.3				CONTINUED
Change Order#4	<ol style="list-style-type: none"> 1. Install a check valve in front of the backflow preventer on the chilled water make-up at the 19th floor. 2. Install one hand-off automatic switch in each door of two combination starter/disconnect switches in pump room. 3. Install pressure gauge on upstream side (high pressure) of pressure reducing valve on chilled water make-up line. 		10/02/91		+ 590.00
Reason for Change:	<ol style="list-style-type: none"> 1. Pressure surges in the make up water line, caused by the building domestic water booster pumps are causing the backflow preventer to discharge excess amounts of water. System presently will not continuously operate. 2. Service requirement. Maintenance personnel cannot control equipment properly while checking operation and troubleshooting problems. 3. To determine building water pressure. 				
CONTRACTOR'S FINAL PAYMENT			11/19/91		\$ 156,616.50
THE ALLEN COMPANY WINCHESTER	SPORTS CTR. ROAD RELOCATION Project 667.0	\$46,250 62,290	06/25/91	2	\$ 46,250.00
Previous Change Orders #1					+ 900.00
Contractor's Revised Contract Amount To Date:					\$ 47,150.00
McNUTT CONSTRUCTION CO. ELIZABETHTOWN	ELIZABETHTOWN C.C. ADMIN./ SCIENCE BUILDING RENOVATION Project No. 672.0	\$188,000- 212,780	05/22/91	5	\$ 188,000.00
CHANGE ORDER #1	<ol style="list-style-type: none"> 1. Change ceiling tile from type #1 to type #2. 2. Remove and repair 120 sq. ft. of sidewalk near northeast entry. 3. Address concrete at front canopy and around front entrance doors. 4. Remove existing ceiling grid and install new grid. 		11/05/91		+ 7,075.89
Reason for Change:	<ol style="list-style-type: none"> 1. Type #2 tile is needed for better continuity of architectural finishes. 2. Correcting existing problem where concrete slab had tilted, thus causing a safety hazard. 				

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
McNUTT CONSTRUCTION CO. ELIZABETHTOWN	ELIZABETHTOWN C.C. ADMIN./ SCIENCE BUILDING RENOVATION Project No. 672.0				CONTINUED
	3. Preparation of the front canopy and entry doors for the architectural coating.				
	4. Additional components of the existing ceiling grid system are required for repair of areas where the skylights are being removed.				
CHANGE ORDER #2	1. Flashing at new canopies. 2. Door stops in closers. 3. Vinyl base and installation credit.		12/06/91		+ 590.50
Reason for Change:	1. To prevent water from passing between the canopy and building over the entrance. 2. Door stops will preserve doors from possible damage. 3. Vinyl cove base was not installed due to the possibility of new VCT flooring being installed.				
Contractor's Revised Contract Amount To Date:					\$ 195,666.39
MARKSBURY-CORNETT ENG. LOUISVILLE	FINE ARTS BLDG. RENOVATION Project No. 681.0	\$1,372,500 - 1,530,000	11/01/90	7	\$ 1,372,500.00
Previous Change Orders #1 - 7					+ 131,971.03
CHANGE ORDER #8	1. Provide fire rated shaft walls at various locations at the 1st & 2nd floor central corridor. 2. Move one row of 1-1/2" diameter pipe supports for theatrical lights in Theatre and remove one row and patch ceiling.		10/25/91		+ 3,952.00
Reason for Change:	1. Requirement of State Fire Marshall. 2. Existing supports are a concealed condition that interfered with installation of new lighting.				
CHANGE ORDER #9	1. Remove door and frame and install 3'-0" door, frame and hardware. Enlarge existing interior doorway. 2. Install 15 existing mirrors and remove and store two partial rows of seats in Theatre for handicapped seating. 3. Replace 20 west and/or stained ceiling panels due to roof leaks.		11/07/91		+ 2,999.00
Reason for Change:	1. Required action to make restrooms handicapped accessible to meet code.				

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
MARKSBURY-CORNETT ENG. LOUISVILLE	FINE ARTS BLDG. RENOVATION Project No. 681.0				CONTINUED
	2. Mirrors were removed during construction and are needed for teaching aids. Seats had to be removed to accommodate removal of asbestos floor tile so handicapped seating could be provided.				
	3. Roof being installed was said to be water tight when in fact it wasn't.				
CHANGE ORDER #10	1. Furnish and install new addressable fire alarm devices. 2. Furnish and install light fixture, switch and duplex receptacle in existing elevator pit. 3. Change elevator power from 460 volt to 208 volt.		11/7/91		+ 9,327.00
Reason for Change:	1. Required by State Fire Marshall. 2. Required by State Elevator Inspector. 3. UK's review of documents indicated they preferred 460 volt for all their elevators, but Fine Arts Building only has 208 volt available.				
CHANGE ORDER #11	1. Add handicap seating and recessed step lighting. 2. Install three duplex outlets and one communication outlet. 3. Install six recessed lights for dimming.		11/7/91		+ 6,261.25
Reason for Change:	1. Required to satisfy handicap code requirement. 2. Outlets are required in order for room to be used as an office. 3. Requested by using agency to facilitate dimming which is required for numerous teaching situations. This was a programmatic requirement.				
Contractor's Revised Contract Amount To Date:					\$ 1,527,010.28
SHERROD CONSTRUCTION CO. WINCHESTER	FINE ARTS BLDG. RENOVATION BID PACKAGE II Project No. 681.2	\$280,228- 595,298	04/08/91	6	\$ 280,228.00
Previous Change Orders #1- 2					+ 9,093.90
Change Order # 3	1. Change VCT and base to carpet and base. 2. Add 4" vinyl cove base. 3. Add acoustical ceiling tile.		10/11/91		+ 1,526.45

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
SHERROD CONSTRUCTION CO. WINCHESTER	FINE ARTS BLDG. RENOVATION BID PACKAGE II Project No. 681.2				CONTINUED
Reason for Change:	<ol style="list-style-type: none"> Existing room was full of stored items for using agency, therefore asbestos tile was not removed. Base was not included but is needed to finish out rooms. Misinterpretation of the contract requirements. This ceiling is required. 				
Change Order # 4	<ol style="list-style-type: none"> Fully energize all electrical circuits which were disrupted by Phase I demolition. Provide latex leveling patch to existing abnormal floor irregularities. 		10/11/91		+ 1,612.03
Reason for Change:	<ol style="list-style-type: none"> Unbeknownst to all parties the demolition work disrupted the electrical circuits. Removal of existing flooring revealed the abnormal irregularities which were concealed and must be corrected in order to accept new wood flooring. 				
Contractor's Revised Contract Amount To Date:					\$ 292,460.38
READ ASBESTOS REMOVAL, INC. GLASGOW	FINE ARTS BLDG. RENOVATION ASBESTOS ABATEMENT PHASE III Project No. 681.4	\$20,890- 45,785	03/09/91	5	\$ 20,890.00
Previous Change Orders #1 - 2					+ 452.60
Contractor's Revised Contract Amount To Date:					\$ 21,342.60
CLEAVER CONSTRUCTION MURRAY	MADISONVILLE COMM. COLLEGE AUDITORIUM FIT-UP Project No. 690.4	\$174,510	05/20/91	1	\$ 174,510.00
Previous Change Orders # 1 - 2					+ 9,646.21
Contractor's Revised Contract Amount To Date:					\$ 184,156.21
CHARAH CONSTRUCTION MADISONVILLE	MADISONVILLE COM. COLLEGE HANDICAP PARKING/LOADING DOCK Project No. 690.5	\$99,898- 114,300	08/13/91	8	\$ 99,898.00
FIVE FOOT, INC d/b/a BODENBENDER & SHAWLER, INC. GREENVILLE, IN	MEDICAL CENTER NURSING BUILDING WINDOW MODIFICATIONS Project No. 692.0	\$104,933- 136,284	10/10/91	3	\$ 104,933.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
CROMER/CLARK CINCINNATI, OH	JEFFERSON COMM. COLLEGE (SW) ROOF SHINGLES REPLACEMENT Project No. 696.0	\$84,200- 91,800	10/04/90	3	\$ 84,200.00
	Previous Change Order #1				0
CHANGE ORDER #2	1. Reduction of roof sheathing cost. 2. Project completion date extended. 3. Liquidated damages.		10/15/91		- 7,476.60
Reason for Change:	1. Adjustment to allowance in accordance with contract documents. 2. Adjustment to increase time for completion in accordance with contract documents. 3. Assessed due to late completion.				
Contractor's Revised Contract Amount To Date:					\$ 76,723.40
SPARKS TERRELL LUMBER CO. LEXINGTON	SPORTS TICKET OFFICE Project No. 702.0	\$91,590- 124,000	11/04/91	10	\$ 91,590.00
WINGES COMPANY, INC. NICHOLASVILLE	LEXINGTON COMM. COLLEGE PARKING LOT RECONFIGURATION Project No. 716.0	\$21,510- 31,586	08/14/91	6	\$ 21,510.00
CONTRACTOR'S FINAL PAYMENT			10/25/91		\$ 21,510.00
WHEELER GENERAL CONTRACTOR LEXINGTON	PRESTONSBURG COMM. COLLEGE JOHNSON BUILDING RENOVATION Project No. 717.0	\$140,990- 165,650	04/30/91	4	\$ 140,990.00
	Previous Change Orders #1 - 3				+ 9,431.72
CONTRACTOR'S FINAL PAYMENT			11/08/91		\$ 150,421.72
BADGETT CONSTRUCTION CO. LOUISVILLE	PENCE HALL ELEVATOR Project No. 720.0	\$125,527- 172,469	12/05/90	12	\$ 125,527.00
	Previous Change Orders #1-3				+ 15,309.87
CONTRACTOR'S FINAL PAYMENT			12/20/91		\$ 140,836.87
MARCO CONSTRUCTION CO. NICHOLASVILLE	HOSPITAL SUPPORT SERVICES UPGRADE Project No. 721.0	\$405,900- 522,147	12/21/90	12	\$ 405,900.00
	Previous Change Orders #1				+ 20,133.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
MARCO CONSTRUCTION CO. NICHOLASVILLE	HOSPITAL SUPPORT SERVICES UPGRADE Project No. 721.0				CONTINUED
CHANGE ORDER #2	<ol style="list-style-type: none"> 1. Provide new floor finishes for main lobby. 2. Repair/replacement of previously placed floor patch material. 3. Revisions to sprinkler piping in main lobby space. 4. Strip, fill existing gouged areas w/stained putty, sand and refinish wood panel wall in main lobby space. 		11/06/91		+ 6,992.81
Reason for Change:	<ol style="list-style-type: none"> 1. Exploration during project demolition revealed unfinished surface beneath existing carpet, thus requiring replacement with new finishes. 2. Select areas where new floor patch material were installed did not properly bond. 3. Sprinkler lines not properly engineered and not suspended properly. Suspensions required modification to coincide with new mechanical and lighting requirements. 4. Work excluded from original contract. 				
Contractor's Revised Contract Amount To Date:					\$ 433,025.81
PEYRONNIN CONSTRUCTION CO. EVANSVILLE, IN	HENDERSON COMM. COLLEGE ACADEMIC/TECHNICAL BLDG. Project No. 722.0	\$3,266,000- 3,542,000	12/04/91	6	\$ 3,266,000.00
J.L. POOLE CONSTRUCTION, INC. HENDERSON	HENDERSON COMM. COLLEGE AUDITORIUM/FINE ARTS BLDG. Project No. 723.0	\$4,965,000- 5,460,340	12/17/91	4	\$ 4,965,000.00
CENTRAL KY GLASS CO. CAMPBELLSVILLE	MADISONVILLE COMM. COLLEGE ADMIN. BUILDING REPAIRS Project 724.0	\$167,408- 225,506	04/26/91	2	\$ 167,408.00
Previous Change Orders #1					+ 325.00
Contractor's Revised Contract Amount To Date:					\$ 167,733.00
LOYD EVANS MASONRY MURRAY	MADISONVILLE COMM. COLLEGE ADMINISTRATION BUILDING REPAIRS Project 724.0	\$420,641	04/26/91	1	\$ 420,641.00
Previous Change Order #1					+ 10,816.28

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
LOYD EVANS MASONRY MURRAY	MADISONVILLE COMM. COLLEGE ADMINISTRATION BUILDING REPAIRS Project 724.0				CONTINUED
CHANGE ORDER # 2	Provide additional scaffolding to allow building demolition & masonry replacement to continue.		09/27/91		+ 8,779.20
Reason for Change:	Scaffolding system became tied up on the south elevation when the unsound pier problem surfaced.				
CHANGE ORDER # 3	1. Replace masonry along curb on concourse parapets. 2. Replace block on "S" line , after new beams are set in place.		10/14/91		+ 3,594.70
Reason for Change:	1. Unsound existing masonry could not be saved while removing adjacent work. 2. Existing beams are deteriorated and are being replaced. Removal of existing beam will destroy existing block work.				
Contractor's Revised Contract Amount To Date:					\$ 443,831.18
PROGRESSIVE CONSTRUCTORS PRINCETON	MADISONVILLE COMM. COLLEGE MASONRY REPAIRS Project No.724.0	\$625,000	04/26/91	1	\$ 625,000.00
Previous Change Orders # 1 - 2					+ 66,816.00
Contractor's Revised Contract Amount To Date:					\$ 691,816.00
RAYCO SHEET METAL WORKS PHILPOT	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #13 - MECHANICAL WORK Project No. 724.1	\$173,757- 196,000	08/13/91	3	\$ 173,757.00
CHANGE ORDER #1	Add 2 - 4" butterfly valves and 2 - 6" butterfly valves.		12/06/91		+ 1,664.46
Reason for Change:	Valves would allow system isolation between the administration building and the LRC building.				
Contractor's Revised Contract Amount To Date:					\$ 175,421.46
ALADDIN ELECTRIC, INC. MANITOU	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #14 - ELECTRICAL WORK Project No. 724.1	\$18,000- 22,000	08/14/91	5	\$ 18,000.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
HARTZ CONSTRUCTION CO. OWENSBORO	OWENSBORO COMM. COLLEGE CAMPUS COMPLETION Project No. 725.0	\$3,218,000 3,479,749	12/05/91	5	\$ 3,218,000.00
CHARAH CONSTRUCTION MADISONVILLE	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #1 - GENERAL WORK Project No. 726.0	\$441,449 - 577,000	08/15/91	2	\$ 441,449.00
K & K NURSERY & FARMS WHITE PLAINS	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #2 - LANDSCAPING Project No. 726.0	\$20,112- 38,958	08/20/91	2	\$ 20,112.69
RIVER CITY DEVELOPMENT LOUISVILLE	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #3 - MASONRY WORK Project No. 726.0	\$292,800- 311,184	08/08/91	2	\$ 292,800.00
PROGRESSIVE CONSTRUCTORS PRINCETON	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #4 - METAL WORK Project No. 726.0	\$235,500-	08/08/91	1	\$ 235,000.00
	TRADE #8 - TILE & TERRAZZO Project No. 726.0	\$46,000	08/08/91	1	\$ 46,000.00
	TRADE #11 - ARCHITECTURAL WOODWORK Project No. 726.0	\$76,000- 77,699	08/08/91	2	\$ 76,000.00
	TOTAL CONTRACT AMOUNT:				\$ 357,000.00
P & R ROOFING & SHEET METAL LEXINGTON	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #5 - ROOFING SYS. WORK Project No. 726.0	\$99,490- 112,000	08/08/91	3	\$ 99,490.00
CENTRAL KY GLASS CO. CAMPBELLVILLE	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #6 - WINDOWS & ENTRANCES Project No. 726.0	\$61,793- 72,451	08/08/91	2	\$ 61,793.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
COMMERCIAL DRYWALL NICHOLASVILLE	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #7 - GYPSUM TRADES & INTERIOR FINISHES Project No. 726.0	\$195,500- 214,449	08/14/91	2	\$ 195,500.00
KNOGO CORPORATION HAUPPAUGE, NY	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #9 - BOOK DETECTION SYS. Project No. 726.0	\$9,200- 12,200	08/29/91	2	\$ 9,200.00
JARO COMPANY LEXINGTON	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #10 - WINDOW TREATMENT Project No. 726.0	\$3,249- 3,900	08/20/91	3	\$ 3,249.00
DOVER ELEVATOR CO. EVANSVILLE, IN.	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #12 - ELEVATOR WORK Project No. 726.0	\$26,900	08/13/91	1	\$ 26,900.00
RAYCO SHEET METAL WORKS* PHILPOT	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #13 - MECHANICAL WORK Project No. 726.0	\$391,500- 413,684	08/13/91	2	\$ 413,684.00
ALADDIN ELECTRIC, INC. MANITOU	MADISONVILLE COMM. COLLEGE ACADEMIC BLDG./L.R.C. TRADE #14 - ELECTRICAL WORK Project No. 726.0	\$286,200- 323,000	08/14/91	4	\$ 286,200.00
CHANGE ORDER #1	Modify electrical service entrance, depth of existing will not conflict with new construction.		11/06/91		- 901.00
Reason for Change:	Relocation of existing service is not required as anticipated due to existing depth.				
Contractor's Revised Contract Amount To Date:					\$ 285,299.00
GREEN CONSTRUCTION CO., INC. MIDDLESBORO	SOUTHEAST COMM. COLLEGE APPALACHIAN CENTER/FINE ARTS BUILDING Project No. 728.0	\$3,927,900- 4,226,449	12/18/91	7	\$ 3,927,900.00

*This was bid in combination with Project 724.1. The total of the two projects was the low bid.

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
CONGLETON HACKER CO. LEXINGTON	LEXINGTON COMM. COLLEGE ACADEMIC TECHNICAL BLDG. Project No. 729.0	\$3,357,869- 3,770,000	12/09/91	7	\$ 3,357,869.00
THE ALLEN COMPANY WINCHESTER	LEXINGTON COMM. COLLEGE ENTRANCE ROAD Project 729.1	\$133,554 - 177,850	06/25/91	6	\$ 133,554.00
	Previous Change Orders # 1 - 5				+ 7,187.00
CHANGE ORDER # 6	Install 8" PVC encasement pipe under the pavement at station 11+00.		10/14/91		+ 537.00
Reason for Change:	Encasement shall be used for the future installation of a gas line.				
CHANGE ORDER #7	Construct a berm with swale to an existing inlet approximately 40 feet off the northwest corner of the KSHAA Building.		11/19/91		+ 1,493.50
Reason for Change:	The work is required to eliminate washing erosion in the lawn area between the end of the drive and the new road.				
CHANGE ORDER #8	Reinstall 78 lineal feet of four high chain link fence at the rear of the KSHAA Building.		09/23/91		+ 780.00
Reason for Change:	KSHAA requested that the fence which was removed as part of the contract for construction of the road be reinstalled.				
Contractor's Revised Contract Amount To Date:					\$ 143,551.50
F.W. OWENS CO. LOUISVILLE	JEFFERSON C.C. COLLEGE SW ACADEMIC BUILDING Project No. 731.0	\$2,054,400 - 2,214,874	07/25/91	8	\$ 2,054,400.00
Change Order #1	1. Provide and install fire dampers in 8" ducts, serving stairs A & B (both floors) and a fire damper in 10" duct serving elevator equipment. 2. Provide and install a 45 minute rated door and frame in lieu of 20 minute rated door and frame as indicated on door schedule. 3. Provide and install fire rated suspension system for acoustical lay-in panels.		09/27/91		+ 928.00
Reason for Changes: 1-3	Required by State Building Code.				
Contractor's Revised Contract Amount To Date:					\$ 2,055,328.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
WOODFORD BUILDERS, INC. LEXINGTON	CHEMISTRY/PHYSICS BUILDING RENOVATION Project No. 732.0	\$1,128,400- 1,299,000	12/04/91	8	\$ 1,128,400.00
HIBBITTS CONSTRUCTION CO. LONDON	MEDICAL SCIENCE/DENTAL WING ASBESTOS ABATEMENT Project No. 741.1	\$31,700- 63,780	12/02/91	4	\$ 31,700.00
MARKSBURY CORNETT LOUISVILLE	ANDERSON TOWER FIRE SPRINKLERS Project No. 742.0	\$209,900- 363,600	12/09/91	7	\$ 209,900.00
ECKERT FIRE PROTECTION CINCINNATI, OH	AGRICULTURAL SCIENCE #2 FIRE SPRINKLERS Project No. 744.0	\$245,000- 286,000	12/09/91	4	\$ 245,000.00
THE MATTINGLY COMPANY LEXINGTON	CIVIL ENGINEERING -DEMO. & MODIFICATION TRADE #1 - GENERAL DEMOLITION WORK Project No. 746.1	\$197,000- 322,000	07/29/91	5	\$ 197,000.00
LAGCO, INC. LEXINGTON	CIVIL ENGINEERING - DEMO & MODIFICATION TRADE #2 - MECHANICAL WORK Project No. 746.1	\$70,331- 89,342	07/29/91	2	\$ 70,331.00
WATSON ELECTRIC CO. LEXINGTON	CIVIL ENGINEERING - DEMO & MODIFICATION TRADE #3 - ELECTRICAL WORK Project No. 746.1	\$46,884- 62,424	07/29/91	6	\$ 46,884.00
Z & J CONSTRUCTION, INC. LEXINGTON	MEMORIAL COL EXPANSION Project No. 752.0	\$159,465- 188,000	04/19/91	12	\$ 159,465.00
	Previous Change Orders # 1 - 2				+ 8,752.15
	Contractor's Revised Contract Amount To Date:				\$ 168,217.15
PRESLEY, INC. PADUCAH	PADUCAH COMM. COLLEGE CHILLER REPLACEMENT Project No. 754.0	\$152,000- 185,139	02/12/91	7	\$ 152,000.00
	CHANGE ORDER #1	Temporary chiller for the PCC Gymnasium for use during Graduation Ceremonies.	10/02/91		+ 7,900.00

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
PRESLEY, INC. PADUCAH	PADUCAH COMM. COLLEGE CHILLER REPLACEMENT Project No. 754.0				CONTINUED
Reason for Change:	Existing chiller had been removed to allow installation of new chiller.				
CHANGE ORDER #2	Work associated to expedite construction in order to put chillers in operation June 6, 1991, beginning of Summer School.		10/02/91		+ 2,772.80
Reason for Change:	Summer school was scheduled to start about one week before chiller installation would be completed.				
CONTRACTOR'S FINAL PAYMENT			11/08/91		\$ 162,672.80
EUBANK & STEELE CONST. LEXINGTON	KASTLE HALL PSYCHOLOGY RESEARCH MODIF. Project No. 759.0	\$155,650 - 177,400	07/22/91	10	\$ 155,650.00
CHANGE ORDER # 1	Additional subfloor needed.		10/15/91		+ 475.00
Reason for Change:	Additional subfloor material is required to obtain level new floor.				
CHANGE ORDER #2	Install return air grilles with fire dampers in corridors.		11/06/91		+ 1,015.00
Reason for Change:	Requirements of plan reviewer for the Department of Housing, Building & Construction.				
CHANGE ORDER #3	Replace eight (8) re-used smoke detectors with new detectors.		12/6/91		+ 970.00
Reason for Change:	The existing detectors failed to operate properly.				
Contractor's Revised Contract Amount To Date:					\$ 158,110.00
SPECTRUM CONTRACTING SVCS. LEXINGTON	HOSPITAL - DIAGNOSTIC SVCS. UPGRADE IV Project No. 761.0	\$364,320 - 426,900	08/27/91	6	\$ 364,320.00
EUBANK & STEELE CONST. CO. LEXINGTON	LABOR, DELIVERY, RECOVERY ROOM MOCK-UP-HOSPITAL SHELL SPACE FITUP Project No. 762.1	\$41,150-59,800	12/18/91	10	\$ 41,150.00

ii. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
WHEELER GENERAL CONTRACTOR LEXINGTON	SHAWNEETOWN KITCHENETTE UNIT REPLACEMENT Project No. 767.0	\$67,600- 69,720	06/05/91	2	\$ 67,600.00
	Previous Change Orders # 1				+ 287.50
	CONTRACTOR'S FINAL PAYMENT		10/22/91		\$ 67,887.50
THE P.I. NEMIROFF CORP. SECAUCUS, NEW JERSEY	COMMONWEALTH VILLAGE SHOWER TILE PHASE II Project No. 768.0	\$164,352- 199,900	07/10/91	2	\$ 164,352.00
	Previous Change Orders # 1				+ 1,712.00
	CONTRACTOR'S FINAL PAYMENT		10/04/91		\$ 166,064.00
EAGLE ROOFING & SHEET METAL LEXINGTON	KIRWAN/BLANDING TOWERS ROOF REPLACEMENT Project No. 769.0 & 770.0	\$129,000- 149,645	04/26/91	2	\$ 129,000.00
	Previous Change Orders #1 - 2				+ 13,200.00
	CONTRACTOR'S FINAL PAYMENT		10/04/91		\$ 142,200.00
MARKSBURY-CORNETT ENG. LOUISVILLE	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #15 - GENERAL WORK Project 775.0	\$897,000 1,192,400	03/26/91	5	\$ 897,000.00
	Previous Change Orders #1 - 13				+ 49,943.00
	Change Order #14	1. Provide new wood door. 2. Provide labor and material to remove the pass-through window and patch the walls.	10/02/91		+ 690.00
	Reason for Change:	1. Initial drawings incorrectly indicated door to be removed and reinstalled at a new location. Existing location of the salvaged door is not shown on the drawings. No existing door is available. 2. Department requiring window for use of space has relocated to the first floor.			
	Change Order #15	1. Provide and install counter and pass- through door, including demolition. 2. Provide labor and material to laminate board on the walls due to rough finish resulting from the removal of ceramic tile and tile setting bed.	10/02/91		+ 1,690.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
MARKSBURY-CORNETT ENG. LOUISVILLE	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #15 - GENERAL WORK Project 775.0				CONTINUED
Reason for Change:	<ol style="list-style-type: none"> 1. Programmatic request not included in contract documents. 2. Setting bed for the ceramic tile could not be removed without damaging the finish on the existing walls. 				
Change Order #16	Provide labor, materials and equipment to strip, seal and wax the new vinyl composition tile.		10/02/91		+ 1,236.00
Reason for Change:	Contractor to strip, seal and wax the floors so that the waxing operation can be complete before the move-in date.				
Change Order #17	<ol style="list-style-type: none"> 1. Provide labor and equipment for the removal of the tiered floor and seating (including the anchors). 2. Provide labor and material to relocate the entry doors. 		10/02/91		+ 5,343.00
Reason for Change:	<ol style="list-style-type: none"> 1. Tiered floor and seating interfere with the building occupant's usage for these spaces. 2. Entry door location changed to original location to alleviate the problems with the existing finishes and floor elevations which would result in extensive rework. 				
CHANGE ORDER #18	<ol style="list-style-type: none"> 1. Paint, with textured paint, miscellaneous walls. Skim coat part of the west wall and laminate. 2. Provide the necessary labor and materials to paint existing HVAC diffusers and existing light fixture trim rings. 		10/21/91		+ 1,519.00
Reason for Change:	<ol style="list-style-type: none"> 1. Existing wall conditions were not indicated on the contract documents. 2. Refinishing of existing devices necessary to match newly painted ceiling. 				
CHANGE ORDER #19	<ol style="list-style-type: none"> 1. Provide labor and materials for installation of cover plates on floor junction boxes. 2. Furnish and install metal studs and gypsum board at abandoned drinking fountain location. 		10/21/91		+ 1,235.00

II. CONSTRUCTION CONTRACTS

CONTRACTOR	PROJECT	BID RANGE	AWARD DATE	NO. OF BIDDERS	CONTRACT PRICE
MARKSBURY-CORNETT ENG. LOUISVILLE	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #15 - GENERAL WORK Project 775.0				CONTINUED
Reason for Change:	<ol style="list-style-type: none"> 1. Electrical code requires that all junction boxes be accessible. 2. Work required to patch wall at removed drinking fountain location. 				
CHANGE ORDER #20	<ol style="list-style-type: none"> 1. Provide labor and material to extend the partition (new and old) up to the deck. 2. Provide labor and material to infill walk off mat recess at two locations on the first floor. 		11/12/91		+ 5,492.00
Reason for Change:	<ol style="list-style-type: none"> 1. Required to separate the return air plenum from deducted plenum. Required by code. 2. A walk off mat is not going to be used at the recess in lobby. 				
Contractor's Revised Contract Amount To Date:					\$ 964,148.00
THOMPSON ENGINEERING LEXINGTON	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #16 - MECHANICAL WORK Project No. 775.0	\$277,230- 347,000	04/03/91	5	\$ 277,230.00
Previous Change Orders # 1- 4					+ 4,276.00
CHANGE ORDER #5	<ol style="list-style-type: none"> 1. Extend height of the existing manhole (approx. 4') on the north side of the New Addition. 2. Provide labor and material to replace the existing motor sheave in the primary air handling unit. 3. Provide labor and material to remove and cap piping at an old location of a drinking fountain. 		10/14/91		+ 1,385.00
Reason for Change:	<ol style="list-style-type: none"> 1. Manhole not shown on the contract documents. 2. The new motor sheave was required to bring the fan R.P.M. up to 540 R.P.M. which was required due to the total air C.F.M. being 16% below the design requirements. 3. The drinking fountain was removed prior to the start of this project. The contract documents did not address removal of the piping. 				
CHANGE ORDER #6	<ol style="list-style-type: none"> 1. Provide a new VAV box and reheat coil. 2. Provide labor and material for installation of 1-1/2" thick fiberglass pipe insulation inside the existing air handling units. 		11/12/91		+ 8,187.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
THOMPSON ENGINEERING LEXINGTON	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #16 - MECHANICAL WORK Project No. 775.0				CONTINUED
Reason for Change:	<ol style="list-style-type: none"> Existing room did not have an induction unit as indicated on the drawings. Insulation was removed by abatement contractor. Replacement required for insulation and protective purposes. 				
Contractor's Revised Contract Amount To Date:					\$ 291,078.00
HONEYWELL, INC. LOUISVILLE	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #18 - BUILDING MANAGEMENT & CONTROLS Project No. 775.0	\$122,876 - 126,000	04/10/91	2	\$ 122,876.00
Previous Change Orders # 1- 3					+ 3,572.00
Contractor's Revised Contract Amount To Date:					\$ 126,448.00
CUTTER-PULLIAM ELECTRIC LEXINGTON	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #19 - ELECTRICAL WORK Project No. 775.0	\$381,475 - 544,599	04/02/91	7	\$ 381,475.00
Previous Change Orders #1 - 10					+ 54,163.50
CHANGE ORDER #11	<ol style="list-style-type: none"> Provide labor and materials for additional electrical boxes and conduit to be run from the first floor rooms to the wireway and/or communications rooms for communications. Provide labor and material for the installation of a 208V30A outlet. 		10/02/91		+ 2,075.00
Reason for Change:	<ol style="list-style-type: none"> Additional outlets are required for the use of the space and additional conduit is required to connect the existing outlets with the new wireway and/or communications rooms. Power for the copier to be moved over from the surge space is not shown on the contract documents. 				
CHANGE ORDER #12:	<ol style="list-style-type: none"> Provide labor and material to relocate the light switch in response to door relocation. 		10/02/91		- 7,112.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
CUTTER-PULLIAM ELECTRIC LEXINGTON	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #5, TRADE #19 - ELECTRICAL WORK Project No. 775.0				CONTINUED
Reason for Change:	2. Delete labor and materials for the new feeders for panelboards and circuit breakers in the secondary distribution side of the unit substation.				
Reason for Change:	1. Due to the door relocations, entry doors were changed to alleviate extensive rework of the existing finishes and floor elevations at the entry doors. 2. The existing circuit breakers and feeders are adequately sized at the entry doors.				
CHANGE ORDER #13:	Remove the disconnect and refeed the panel with new wire in existing conduit.		10/21/91		+ 935.00
Reason for Change:	The disconnect was unacceptable in its present location. University requested the disconnect be moved out of view.				
Contractor's Revised Contract Amount To Date:					\$ 431,536.50
THE MATTINGLY COMPANY LEXINGTON	BUSINESS & ECONOMICS BLDG. INTERIOR RENOVATION BID PACK #7, TRADE #20 - GENERAL WORK Project No. 775.0	\$119,000 - 173,635	05/29/91	3	\$ 119,000.00
Previous Change Orders # 1- 3			08/26/91		- 1,660.00
CHANGE ORDER # 4	Provide labor and material for installation of two access panels in the ceiling.		10/21/91		+ 295.00
Reason for Change:	Provide the access, required by code to the existing electric above auditorium ceiling.				
Contractor's Revised Contract Amount To Date:					\$ 117,635.00
AMERICAN RESOURCES, INC. NASHVILLE, TN	COMMERCE BLDG. RENO. ASBESTOS ABATEMENT Project No. 775.1	\$100,000- 198,720	05/02/91	6	\$ 100,000.00
CHANGE ORDER #1	1. Remove seats and desks.		12/06/91		+ 15,206.00

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
AMERICAN RESOURCES, INC. NASHVILLE, TN	COMMERCE BLDG. RENO. ASBESTOS ABATEMENT Project No. 775.1 2. Remove 1,232 SF of Asbestos-Containing Mastic and 1,056 SF of chalkboards in twelve areas throughout the building.				CONTINUED
Reason for Change:	1. Removal of these furnishings will disturb ACM floor tile. Furnishings were not shown on contract drawings. 2. Mastic found to contain asbestos fibers. Chalkboards to be demolished.				
Contractor's Revised Contract Amount To Date:					\$ 115,206.00
WOODFORD BUILDERS LEXINGTON	COMMERCE BLDG. RENO. BID PACK #8 - COMPUTER INFORMATION CTR. FIT-UP Project No. 775.2	\$220,900- 269,325	09/19/91	6	\$ 220,900.00
KIRK & BLUM MANUFACTURING LEXINGTON	AQUATIC CENTER SURGE TANK MODIFICATIONS Project No. 776.0	\$15,145- 19,700	06/21/91	2	\$ 15,145.00
CONTRACTOR'S FINAL PAYMENT			10/22/91		\$ 15,145.00
SPARKS-TERRELL LUMBER CO. LEXINGTON	HOSPITAL- GAMMA KNIFE RENOVATION Project No. 781.0	\$142,575- 163,350	04/29/91	6	\$ 142,575.00
CHANGE ORDER #1	1. Move sanitary sewer system line. 2. Move building addition west 2'-0" to make additional room for construction. 3. Add shelf in Room N-61E to hold CMU blocks for Gamma Knife loading operation. 4. Increase completion date by eighteen days.		10/02/91		+ 5,173.98
Reason for Change:	1. Buried manhole is in the way of the foundation. 2. The new location will allow the contractor to install/remove the concrete forms. 3. Shelf required for loading operation. 4. The extension of time is due to coordinating with the Gamma Knife vendor.				
CONTRACTOR'S FINAL PAYMENT			12/17/91		\$ 147,748.98

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
ASTROTURF INDUSTRIES DALTON, GA.	ATHLETIC OUTDOOR TRACK RESURFACING Project No. 782.0	\$129,100- 187,550	09/19/91	3	\$ 129,100.00
PROGRESSIVE CONSTRUCTORS PRINCETON	HOPKINSVILLE COM. COLLEGE ACADEMIC BLDG. RENOVATION Project No. 786.0	\$68,767- 75,000	10/31/91	4	\$ 68,767.00
THE BRI-DEN COMPANY, INC. ASHLAND	MAYSVILLE COM. COLLEGE STUDENT CENTER Project No. 787.0	\$122,354- 209,000	08/06/91	8	\$ 122,354.00
CHANGE ORDER #1	1. Remove existing equipment bases and replace same with 22 guage galvanized metal. 2. Add saddle on roof level D parallel to expansion joint.		12/03/91		+ 2,590.00
Reason for Change:	1. Equipment bases are original to the building and have deteriorated to the point that they now leak. 2. Additional insulation material was required to correct surface that was left uncovered.				
Contractor's Revised Contract Amount To Date:					\$ 124,944.00
HAYSLETT MECH. CONT. HARRODSBURG	WUKY BUENA VISTA TRANS. AIR CONDITIONING Project No. 788.0	\$13,601- 20,675	08/14/91	5	\$ 13,601.00
CONTRACTOR'S FINAL PAYMENT			11/27/91		\$ 13,601.00
SPECTRUM CONTRACTING LEXINGTON	HILARY J. BOONE TENNIS CENTER LOCKER ROOMS Project No. 790.0	\$106,286- 113,677	08/15/91	2	\$ 106,286.00
CHANGE ORDER #1	1. Add new door for access to telephone panel and existing electrical junction boxes for electrical code compliance. 2. Delete metal lockers from contract.		11/12/91		- 6,305.63
Reason for Change:	1. Requested by Communications Division for future access to panel and Electrical Code compliance for access to junction boxes behind new wall. 2. Wood lockers will be purchased under separate contract.				
Contractor's Revised Contract Amount to Date:					\$ 99,980.37

II. CONSTRUCTION CONTRACTS

<u>CONTRACTOR</u>	<u>PROJECT</u>	<u>BID RANGE</u>	<u>AWARD DATE</u>	<u>NO. OF BIDDERS</u>	<u>CONTRACT PRICE</u>
A-B ROOFING CO., INC. LEXINGTON	E.S. GOOD BARN ROOF REPLACEMENT Project No. 791.0	\$124,924- 191,680	09/03/91	6	\$ 124,924.00
AMERICAN RESOURCES NASHVILLE, TN	E.S. GOODBARN ASBESTOS ABATEMENT Project No. 792.0	\$38,500- 125,910	09/03/91	8	\$ 38,500.00
CONTRACTOR'S FINAL PAYMENT			12/17/91		\$ 38,500.00
THE ALLEN COMPANY WINCHESTER	MOTOR POOL ROADWAY IMPROVEMENTS Project No. 793.0	\$118,974- 129,780	08/14/91	4	\$ 118,974.00
CHANGE ORDER #1	1. Additional fill material from station 57 and 50 to 62 and 50 to raise finished grade of new road. 2. installation of two entrance pipes, 12" CMP, 100 l.f.		11/06/91		+ 5,150.00
Reason for Change:	1. Existing grades would damage pipe. 2. When grade is raised the drainage will be blocked at two entrances.				
CHANGE ORDER #2	Change location for entrance into the motor pool.		11/06/91		+ 2,465.00
Reason for Change:	Entrance as designed directs cars toward the exit of the wash bay. Drivers will be unable to see each other until the last second. Potential for accidents is very high.				
Contractor's Revised Contract Amount to Date:					\$ 126,589.00
THE ALLEN COMPANY WINCHESTER	STADIUM PARKING LOT Project 794.0	\$125,240- 174,590	06/25/91	7	\$ 125,240.00
Previous Change Orders # 1					+ 5,600.00
Contractor's Revised Contract Amount to Date:					\$ 130,840.00
GENERAL FIREMATIC SPRINKLER CINCINNATI, OH	E.S. GOOD BARN SPRINKLERS Project No. 799.0	\$42,799- 48,884	11/20/91	6	\$ 42,799.00

Office of the President
January 21, 1992

FCR 3

Members, Board of Trustees:

REPORT OF LEASES

Recommendation: that the Board accept the President's Report of the following lease agreements in accordance with Board Policy:

A new lease between Agronomy Department and Thomas C. Quarles, 431 McDonald's Ferry Road, Frankfort, Kentucky, for 2 acres of land located at 431 McDonald's Ferry Road, Frankfort, Kentucky, to be used for Hybrid Corn Performance Virus Tests, effective May 24, 1991 through October 18, 1991, rental rate of \$225.00, be accepted and made a matter of record.

A new lease between Jefferson Community College and Farmer Enterprises, 2560 Richmond Road, Lexington, Kentucky, property located at Park Square Shopping Center, U.S. 227, Carrollton, Kentucky, effective January 1, 1992 through December 31, 1992, for the use of office/classroom space, rental rate of \$17,647.50, be accepted and made a matter of record.

A new lease between Madisonville Community College and Kenneth O. Gibson, 311 South Main Street, P. O. Box 767, Madisonville, Kentucky, property located at 257 North Main Street, Madisonville, Kentucky, effective January 1, 1992 through June 30, 1992, for the use of classroom/office/storage space, rental rate of \$10,800.00, be accepted and made a matter of record.

Addendum to lease between Madisonville Community College and Cuga Realty, P. O. Box 564, Madisonville, Kentucky, space located at 4400 Kingsway Drive, Madisonville, Kentucky, for the use of 2,000 additional square feet of classroom space, effective January 15, 1992 through May 15, 1992, at a rental rate of \$1,500.00, be accepted and made a matter of record.

Background: FCR dated October 5, 1985, authorized the President or his designated representative to enter into leases and easements not exceeding \$30,000.00 in value and required that all leases entered into under this authority be reported to the Board.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 4

Members, Board of Trustees:

APPROVAL OF LEASE

Recommendation: that the Vice President for Administration be authorized to enter into a lease between the Chandler Medical Center and Robert K. Wood, %C. J. Vaught, Manager, Limestone Square Apartments, 129 Transcript Avenue, Lexington, Kentucky, property located at 915 South Limestone, Lexington, Kentucky, effective February 1, 1992 through June 30, 1992, at a rental rate of \$40,074.00.

Background: Addendum to original lease dated November 1, 1987 for an additional 3,612 square feet of office space and 12 parking spaces. Same rate of \$9.50 per square foot and \$40.00 per month per parking space as original lease agreement.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 5

Members, Board of Trustees:

APPROVAL OF LEASE

Recommendation: that the Vice President for Administration be authorized to enter into a lease between University of Kentucky Hospital and CHM Property Partners, %Haymaker Company, Inc., 175 East Main Street, Lexington, Kentucky, property located at Regency Business Center, 2224 Regency Road, Lexington, Kentucky, effective March 1, 1992 through February 28, 1993, at a rental rate of \$27,921.00 and property located at 181 West Lowery Lane, Lexington, Kentucky, effective March 15, 1992 through March 14, 1993, at a rental rate of \$26,876.00.

Background: Addendum to original lease dated July 1, 1989 for additional office space of 2,622 square feet at 2224 Regency Road and 2,724 square feet at 181 West Lowery Lane, Lexington, Kentucky. Rate per square foot same as original lease.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 6

Members, Board of Trustees:

LONG TERM DISABILITY PLAN REVISION

Recommendation: that the amended provisions of the attached University of Kentucky Long Term Disability Plan and the University of Kentucky Supplemental Long Term Disability Plan documents be approved and adopted.

Background: The Board of Trustees at their August 20, 1991 meeting amended the University Long Term Disability Plan and removed the \$3,000 monthly income maximum, and the attached LTD plan documents reflect this amendment. In addition, changes are included that are necessary to comply with the Age Discrimination in Employment Act (ADEA) as well as other changes that are more administrative in nature. A brief explanation of these changes follows:

<u>Description of Change</u>	<u>Section</u>	<u>Plans Revised</u>
Adding definitions for Onset of Disability and One Year Regular Full Time Employment	Article I	LTD Plan and Supplemental Plan
Benefits Eligibility when onset occurs on or after Age 60	Article III	LTD Plan and Supplemental
Removal of \$3,000 Monthly Income Cap	Article IV	LTD Plan
Minimum \$50 Monthly Income Payment	Article IV	LTD Plan
Establishes 6 Months Time Limit for Filing Claims Following Onset	Article VI	LTD Plan

The Plan documents that are attached have the new wording underlined and the old wording that is being eliminated bracketed.

Following Board approval plan documents and brochures will be revised. Employees will also be directly advised of these changes.

Action taken: Approved Disapproved Other

Date: January 21, 1992

UNIVERSITY OF KENTUCKY

LONG-TERM DISABILITY PLAN

Approved by Board of Trustees 9/15/81

Amended 5/2/89 and 8/20/91

UNIVERSITY OF KENTUCKY
LONG-TERM DISABILITY PLAN

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I - <u>Definitions</u>	1
1.01 Board of Trustees	1
1.02 Effective Date	1
1.03 Employee	1
1.04 Employer	1
1.05 Fiduciary	1
1.06 Monthly Earnings	2
1.07 Monthly disability benefit	2
1.08 Participant	2
1.09 Plan	2
1.10 President	2
1.11 Supplemental Plan	2
1.12 Total Disability	3
1.13 Trust	3
1.14 Trustee	3
1.15 Trust Fund	3
1.16 University	3
1.17 Waiting Period	3
1.18 Attainment of Age	4
1.19 Onset of Disability	4
1.20 <u>One Year of Regular Full-Time Employment</u>	4
ARTICLE II - <u>Eligibility</u>	4
2.01 Eligibility for Participation	4
2.02 Absence from Work on Participation Date	5
2.03 Continuation of Coverage	5
2.04 Termination of Coverage	6
ARTICLE III - <u>Participant's Eligibility for</u> <u>Long-Term Disability Benefits</u>	6
3.01 Eligibility for Benefits	6
3.02 Eligibility Period	7
3.03 Eligibility Exclusions	8
3.04 Medical Examination Requirement	9
ARTICLE IV - <u>Amount of Long-Term Disability Benefits</u>	9
4.01 Amount	9
4.02 Authority to Reduce Benefits	11
4.03 Disclosure of Information	11
4.04 Retirement Contribution Benefit	12
4.05 Time of Payment	12
4.06 Vacation and Temporary Disability Leave	13
ARTICLE V - <u>Trust Contributions and Expenses</u>	13
5.01 Contributions	13
5.02 Expenses	13

ARTICLE VI - <u>Administration</u>	13
6.01 Responsibility for Administration	13
6.02 Fiduciary Duties and Responsibilities	14
6.03 Claims Procedure	15
6.04 Claims Review Procedure	15
6.05 Operational Rules	16
6.06 Indemnification of the President or the President's Designee	17
ARTICLE VII - <u>Limitation of Obligations</u>	17
7.01 Limitation of Obligations	17
ARTICLE VIII - <u>Amendment and Termination</u>	18
8.01 Amendment	18
8.02 Termination	18
8.03 Payments of Existing Claims upon Termination of the Plan	18
8.04 Disbursement of Excess Trust Funds	19
ARTICLE IX - <u>Miscellaneous</u>	19
9.01 Nonguarantee of Employment	19
9.02 Payment to Persons Other than Participants	20
9.03 Subrogation Rights	20
9.04 Delegation of Authority by Employer	20
9.05 Construction of Agreement	20
9.06 Gender and Number	21
9.07 Legal Actions	21
9.08 Titles	21
9.09 Counterparts	21
ARTICLE X - <u>Signatures</u>	22

UNIVERSITY OF KENTUCKY
LONG-TERM DISABILITY PLAN

ARTICLE I

Definitions

1.01 "Board of Trustees" means the Board of Trustees of the University of Kentucky.

1.02 "Effective Date" means October 1, 1981.

1.03 "Employee" means any person who is a "regular full-time employee." For purposes of this Section, the term "regular full-time employee" means a President or a Vice President of the University or a person described in Group I, Group II or Group III of the retirement program of the Employer as set forth at AR II-1.6.1 of the "University of Kentucky Administrative Regulations."

1.04 "Employer" means the University, its successors and assigns, and any affiliate of the University which adopts the Supplemental Plan with the approval of the Board of Trustees.

1.05 "Fiduciary" means any person, persons, or organization who exercises any discretionary authority or discretionary control respecting the management or disposition of the Trust Fund, renders investment advice for a

fee or other compensation, or exercises any discretionary authority or responsibility for Plan administration. The Employer, the Trustee, the President and any other person, persons or organization which exercises such authority or control as expressed in the preceding sentence are Fiduciaries but shall have only such powers, duties, responsibilities and obligations as are specifically provided in Article VI.

1.06 "Monthly Earnings" means the annual base pay exclusive of overtime, bonuses, shift differentials and other forms of additional compensation at the time Total Disability commences, divided by twelve (12).

1.07 "Monthly disability benefit," "disability benefit" or "benefit" means a benefit provided for under the terms of this plan.

1.08 "Participant" means an Employee or former Employee who is covered under this Plan as provided in Article II hereof.

1.09 "Plan" means the University of Kentucky Long-Term Disability Plan as set forth herein and as may be amended from time to time.

1.10 "President" means the President of the University.

1.11 "Supplemental Plan" means the University of Kentucky Supplemental Long-Term Disability Plan as may be amended from time to time.

1.12 "Total Disability" or "Totally Disabled" means the inability of the Participant, by reason of sickness or bodily injury, to engage in any occupation for which the Participant is or becomes reasonably qualified by training, education or experience. In no event shall the term "Total Disability" or "Totally Disabled" refer to a condition of Total Disability which does not extend for a period in excess of six (6) months from the first day of the month coincident with or next following the date of the onset of disability.

1.13 "Trust" means the University of Kentucky Long-Term Disability Employee Benefits Trust as may be amended from time to time.

1.14 "Trustee" means the Trustee or Trustees which are or may at any time be acting as trustee under the Trust.

1.15 "Trust Fund" means all funds at any time held by the Trustee under the Trust.

1.16 "University" means the University of Kentucky, its successors and assigns.

1.17 "Waiting Period" means a period of six (6) consecutive months of Total Disability, commencing with the first day of the month coincident with or immediately following the date of the onset of disability.

1.18 "Attainment of Age" is considered to occur at 12:01 am on the birthdate of the Participant.

1.19 "Onset of Disability" means the first workday missed because of the total disability condition.

1.20 "One year of Regular Full-Time Employment" as used in Section 2.01 means 12 full calendar months of employment.

ARTICLE II

Eligibility

2.01 Eligibility for Participation. An Employee who has completed one year of regular full-time employment prior to or coincident with the Effective Date of the Plan shall become a Participant as of the Effective Date of the Plan. Any Employee employed on or after the Effective Date of the Plan and any Employee who has not yet completed one year of regular full-time employment as of the Effective Date of the Plan will become a Participant as of the first day of the month following one year of regular full-time employment. Leave, with or without pay, will be considered as regular full-time employment for purposes of this Section if such leave is approved by the Board of Trustees, except where such leave is to commence prior to or coincident with the first day of employment. A terminated former Employee who prior to termination met the one year of regular full-time employment requirement or any portion thereof shall in no

event become a Participant until the first day of the month following completion of a full year of regular full-time employment commencing after the date of reemployment. An Employee or former Employee, who as of the Effective Date is receiving benefits under an Employer-sponsored disability plan, shall become a Participant as of such time as said Employee or former Employee returns to regular full-time employment.

A new employee who has been covered by a reasonably comparable long term disability plan by the Individual's immediate preceding employer within the last six months may be covered as of the individual's date of hire at the University of Kentucky into an eligible position. Evidence of such coverage must be presented to the Employee Benefits Office. Questions that arise in conjunction with coverage under this provision, are to be submitted to the Office of the Administrator of Personnel Policy and Procedures for resolution.

2.02 Absence from Work on Participation Date. Any Employee who is away from work due to sickness or injury on the date said Employee would otherwise become a Participant in accordance with Section 2.01 shall not become a Participant until said Employee returns to work for the Employer.

2.03 Continuation of Coverage. Each Employee who becomes a Participant shall continue as a Participant:

- [a] while remaining an Employee of the Employer;
- [b] during the period of absence from work because of injury or sickness; or

[c] during the period of absence from active work because of an Employer-approved paid leave of absence of any duration or an Employer-approved unpaid leave of absence not extending beyond a period of six (6) months.

2.04 Termination of Coverage. Coverage for any Participant will terminate upon the occurrence of the first of the following events:

[a] Termination of employment or cessation of regular full-time service in the class or classes of Employees eligible for coverage hereunder;

[b] Upon retirement by the Board of Trustees;

[c] Modification of the Plan to terminate coverage of the class of Employees to which the Employee belongs; or

[d] Termination of the Plan.

ARTICLE III

Participant's Eligibility for Long-Term Disability Benefits

3.01 Eligibility for Benefits. Each participant who becomes Totally Disabled as a result of accidental bodily injury or sickness, except as otherwise provided in Sections 3.03 and 3.04, and who has been continuously so disabled during the Waiting Period, shall be entitled during the period specified in Section 3.02 to the monthly disability benefits as provided in Sections 4.01 and 4.04, subject to Section 4.02.

3.02 Eligibility Period. Subject to the provisions of Sections 3.03 and 3.04, disability benefits shall be payable to a Participant commencing with completion of the Waiting Period and continuing during the period of Total Disability but not beyond the end of the month in which the Participant attains age sixty-five (65), provided that the Participant's [period] Onset of [Total] Disability commence[s]d on or prior to the Participant's attainment of age sixty (60). If the Onset [Participant's period of Total] of Disability commences subsequent to the Participant's attainment of age sixty (60) the following payment schedule to include the waiting period applies:

<u>Attained Age At Onset</u> <u>Of Disability</u>	<u>Duration Of Benefits</u> <u>Maximum Period</u>
<u>Age 60 to Age 61</u>	<u>60 Months</u>
<u>Age 61 to Age 62</u>	<u>48 Months</u>
<u>Age 62 to Age 65</u>	<u>36 Months</u>
<u>Age 65 to Age 68</u>	<u>24 Months</u>
<u>Age 68 to Age 70</u>	<u>18 Months</u>
<u>Age 70 to Age 72</u>	<u>15 Months</u>
<u>Age 72 and Thereafter</u>	<u>12 Months</u>

[but before the attainment of age sixty-nine (69), disability benefits shall be payable to such Participant commencing with completion of the Waiting Period and continuing during the period of Total Disability for a period not to exceed the earlier of:

[a] The Participant's attainment of age seventy (70), or

[b] The first day of the month in which the Participant has sustained a period of continuous Total Disability for five (5) years.

If the Participant's period of Total Disability commences on or after the attainment of age sixty-nine (69) but before the attainment of age seventy-five (75), disability benefits shall be payable to such Participant commencing with completion of the Waiting Period and continuing during the period of Total Disability for a period not to exceed six months.

If the Participant's period of Total Disability commences on or after the attainment of age seventy-five (75), salary shall be continued for a 6 month period after which all entitlements under the Long Term Disability Plan cease.]

3.03 Eligibility Exclusions. Notwithstanding any of the provisions of this Plan, no disability benefits shall be payable to a Participant:

[a] Beyond the last day of the month in which Total Disability terminates;

[b] For or during the Waiting Period;

[c] For any period during which the Participant is engaged in any gainful occupation for which the Participant is or becomes reasonably qualified by training, education or experience.

[d] On account of disability arising out of war (declared or undeclared) or any act of war;

[e] On account of an intentionally self-inflicted disability; or

[f] Following the expiration of benefit entitlements as provided in Section 3.02.

3.04 Medical Examination Requirement. A Participant who is making a claim for or who is in receipt of disability benefits may be required to undergo medical examination by a physician appointed by the President or the President's designee or by an insurance company under an insurance policy purchased in accordance with Section 5.01 and/or to submit evidence of continued Total Disability satisfactory to the President or the President's designee or such insurance company upon application for benefits under this Plan or at any time subsequent to application for benefits under this Plan to determine said Participant's continued entitlement to disability benefits. If it is determined that said Participant is no longer Totally Disabled or if said Participant refuses to submit to medical examination or to submit evidence of Total Disability, said Participant's disability benefits under this Plan shall cease as of the date of such determination or refusal.

ARTICLE IV

Amount of Long-Term Disability Benefits

4.01 Amount. The amount of monthly benefits payable for each month of

Total Disability during the period specified in Section 3.02 shall be sixty percent (60%) of the Participant's Monthly Earnings, [up to a maximum of Three Thousand (\$3,000) per month] at the Onset of Disability, reduced by the aggregate of the following amounts available to the Participant during the Total Disability period:

[a] The monthly rate of any Social Security benefits to which the Participant and any dependent of the Participant is (or upon timely and proper request would be) entitled by reason of the Participant's disability, and the monthly rate of any old age Social Security benefits to which the Participant or any dependent of the Participant is entitled after the Participant's attainment of age sixty-two (62), whether or not said Participant elects to begin receiving such benefits at age sixty-two (62);

[b] The amount of any periodic veteran's or other governmental disability payment to the Participant;

[c] The amount of any periodic benefits for loss of time on account of disability toward which the Employer or any other employer shall, directly or indirectly, have paid all or a portion of the cost other than benefits available under this Plan and other than benefits available under the Supplemental Plan; and

[d] The amount of benefits under any worker's compensation law, employer's liability or similar law (including benefits which are a commutation of or substitute for, periodic benefits and including specific

allowances for the loss of the use of a bodily member). With respect to a lump sum settlement under any worker's compensation law or similar law, the amount reduced for any month shall, for the purposes of this Plan, be deemed to be the monthly equivalent of the amount of worker's compensation or similar benefits to which the Participant would have been entitled under the applicable law had there been no lump sum payment, but not to exceed in total the amount of settlement.

[e] The reductions provided for in subsections [a] through [d] of this Section shall apply only to the extent that the entitlements described in such subsections are not used to reduce payments under Section 4.01 of the Supplemental Plan. In no event, after applying the above reductions, will the income benefit be less than \$50.

4.02 Authority to Reduce Benefits. Notwithstanding any other provision of this Plan, if a final determination with regard to entitlements to payments under Social Security, worker's compensation, veteran's or other governmental, or other employer plans, indicates that benefits previously paid to a Participant were in excess of the maximum benefits provided for under Section 4.01, then the President or the President's designee shall have the authority to reduce future benefits in the amount of said excess.

4.03 Disclosure of Information. Any Participant claiming benefits under this Plan shall be required, upon request by the President or the President's designee, to disclose any information with regard to the Participant's entitlement to benefits under Social Security, worker's compensation, veteran's or other governmental, or other employer plans.

Failure to make such disclosure shall result in immediate termination of benefits under the Plan.

4.04 Retirement Contribution Benefit. In addition to the amount of monthly benefits payable under Section 4.01, the amount of monthly benefits payable shall include the amount of the Participant's contributions at the onset of disability to University retirement plan carriers which are sponsored by the Employer; provided, however, that such benefit does not include such amounts as are voluntarily contributed by the Participant to any retirement plan, contract or certificate sponsored by the Employer or the Participant. The benefit payable under this Section shall be paid only to the retirement plan, contract or certificate and not to the Participant. This monthly payment to a retirement plan carrier or carriers is contingent upon the participant having been enrolled in one of the authorized retirement plan carriers prior to the onset of the disability. Nothing in this section shall preclude a Participant from changing the allocation of retirement plan premiums between retirement plan carriers. The benefit payable under this Section shall terminate at the time disability benefits cease as provided for in Section 3.02 or 3.03.

4.05 Time of Payment. Monthly benefits payable under Section 4.01 shall commence no later than the last day of the month next following the month in which entitlement to benefits under this Plan is determined by the President or the President's designee.

4.06 Vacation and Temporary Disability Leave. Use and/or disposition of vacation and short term disability leave if any, that were available to a participant prior to approval for benefits as specified under Article III will be governed by the provisions of Personnel Policy and Procedure #95.

ARTICLE V

Trust Contributions and Expenses

5.01 Contributions. Subject to the provisions of Sections 7.01 and 8.02, the Employer shall make contributions to the Trust in such amounts and at such times as shall be determined by the Board of Trustees in accordance with the policy of said Board for the funding of the Trust. The Employer may also purchase an insurance policy or policies issued by an insurance company duly qualified to issue insurance in the Commonwealth of Kentucky to fund or partially fund the benefits payable under this Plan.

5.02 Expenses. Unless otherwise paid by the Employer, the costs and expenses incurred by the Trustee and any fees charged by the Trustee and the costs and expenses incurred in administering the Plan shall be paid from the Trust Fund.

ARTICLE VI

Administration

6.01 Responsibility for Administration. The Plan shall be

administered by the Employer through the President or the President's designee. All usual and reasonable expenses related to the administration of the Plan may be paid in whole or in part by the Employer, and any expenses not paid by the Employer shall be paid by the Trustee out of the principal or income of the Trust Fund.

6.02 Fiduciary Duties and Responsibilities. The Fiduciaries shall have only those specific powers, duties, responsibilities and obligations that are specifically given them under this Plan and the Trust. In general, the Employer shall have the sole responsibility for making the contributions provided for under Section 5.01 and shall have the sole authority to appoint and remove the Trustee and shall have the sole authority to amend or terminate, in whole or in part, this Plan or the Trust.

The President or the President's designee shall have the sole responsibility for the administration of this Plan, which responsibility is specifically described in this Plan and the Trust.

The Trustee shall have the sole responsibility for the administration of the Trust and the management of the assets held under the Trust, all as specifically provided in the Trust.

Each Fiduciary warrants that any directions given, information furnished or action taken by it shall be in accordance with the provisions of the Plan or the Trust, as the case may be, authorizing or providing for such direction, information or action. Furthermore, each Fiduciary may rely upon

any such direction, information or action of another Fiduciary as being proper under this Plan or the Trust and is not required under this Plan or the Trust to inquire into the propriety of any such direction, information or action. It is intended under this Plan and the Trust that each Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan and the Trust and shall not be responsible for any act or failure to act of another Fiduciary. No Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

6.03 Claims Procedure. The President shall make all determinations as to the right of any person to a benefit; provided, however, that the President may, in writing, delegate to any committee, either existing or to be formed for this purpose, to any employee or employees of the University or to any outside person or entity, the authority to perform any act in connection with the administration of the Plan, including but not limited to the authority to make determinations as to the right of any person to a benefit and the authority to direct the Trustee to pay benefits. Claims for benefits under the Plan shall be filed with the President or the President's designee [.] within six (6) months of the disabling condition. Claims for benefits that are presented after six months (6) following the onset of the disability condition shall not be considered for benefits. Any denial by the President or the President's designee of claims or benefits under the Plan shall be stated in writing by the President or the President's designee and delivered or mailed to the Participant; and such notice shall set forth the specific reason for the denial written in a manner that may be understood by the claimant.

6.04 Claims Review Procedure. Any Participant who has been denied a benefit or feels aggrieved by any other action of the Employer, the Trustee or the President or the President's designee shall be entitled, upon written request to the President or the President's designee, to a review of the action of the Employer, the Trustee or the President or the President's designee with regard to any determination involving entitlements under this Plan. Any such written request for review shall be filed with the President or the President's designee no later than sixty (60) days after receipt of written notification provided for in Section 6.03. The President or the President's designee shall conduct a full and fair review of the claim and its denial and may conduct a hearing as a part of said review. The decision by the President or the President's designee shall ordinarily be made not later than sixty (60) days after the President's or the President's designee's receipt of a request for review unless special circumstances, such as the need to hold a hearing, require an extension of time, in which case a decision shall be rendered as soon as possible but not later than one hundred twenty (120) days after receipt of the request for review.

In the case of any benefits from this Plan which are provided or administered by an insurance company, insurance service or other similar organization which is subject to regulation under the insurance laws of Kentucky, the claims procedure pertaining to such benefits may be as provided by such company, service or organization.

6.05 Operational Rules. Subject to the limitations of the Plan, the

President or the President's designee shall from time to time establish rules for the administration of the Plan. The President or the President's designee shall interpret the Plan and shall determine all questions arising in the administration, interpretation and application of the Plan, including questions concerning claims for benefits under the Plan. All such determinations by the President or the President's designee shall be conclusive and binding on all persons.

6.06 Indemnification of the President or the President's Designee.

The President or the President's designee shall be indemnified by the Employer and not from the Trust Fund against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

ARTICLE VII

Limitation of Obligations

7.01 Limitation of Obligations. The University, the Board of Trustees, and the President or the President's designee shall have no liability with respect to payments or benefits or otherwise under the plan except to pay over to the Trustee, as provided in the Plan, such contributions as the Board of Trustees may determine should be made. Neither the University nor the Board of Trustees shall have any liability with respect to the administration of the Trust or the funds, securities or other assets paid over to the Trustee. Each Participant or such other person having or claiming to

have any right or interest in or under the Plan shall look solely to the assets of the Trust for any payment or benefits under the Plan, and no person other than the Trust or an insurer under any insurance policy purchased by or on behalf of the Plan or the Trust shall have any liability for any such payments or benefits.

ARTICLE VIII

Amendment and Termination

8.01 Amendment. The Employer shall have the right at any time, and from time to time, to amend in whole or in part any or all of the provisions of this Plan. However, no such amendment shall authorize or permit any part of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants pursuant to the Plan. No such amendment shall cause or permit any portion of the Trust to revert to or become the property of the Employer, and no such amendment which affects the rights, duties or responsibilities of the Trustee may be made without the Trustee's written consent.

8.02 Termination. In accordance with the procedures set forth in this Article, the Employer may terminate the Plan at any time.

8.03 Payment of Existing Claims upon Termination of the Plan. Upon termination of the Plan, the assets of the Trust shall be used in a fair and nondiscriminatory manner to provide disability benefits for any Participants

entitled to benefits under the Plan. The President or the President's designee may direct the Trustee to purchase annuities from a duly licensed insurance company or to make such other arrangements as will provide payments to such Participants comparable to the benefits provided under the terms of this Plan.

8.04 Disbursement of Excess Trust Funds. If, after payment of Trust expenses and liabilities, and after the complete funding of benefits as provided by Section 8.03, there remain additional funds in the Trust upon termination of the Plan, the President or the President's designee shall direct the Trustee to distribute said excess equally among the Employees who are Participants in the Plan as of the date of the termination of the Plan.

ARTICLE IX

Miscellaneous

9.01 Nonguarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, except as may be protected under the Age Discrimination in Employment Act Amendments of 1978. All Participants shall be subject to discharge by the Employer to the same extent that they would have been if this Plan had never been adopted.

9.02 Payment to Persons Other than Participants. The President or the President's designee shall have no authority to direct the Trustee to make payment of benefits to any person other than the Participant or a duly qualified legal representative of said Participant.

9.03 Subrogation Rights. In the event that the Total Disability of a Participant is caused by the negligence or malfeasance of any Third Party, the Employer shall be subrogated to the rights of the Participant against such Third Party. The aforesaid rights of subrogation shall in no event exceed the present value of the total benefits which are or will become payable to the Participant under the Plan. For purposes of the preceding sentence, present value shall be determined by applying a discount factor of eight percent (8%).

9.04 Delegation of Authority by Employer. Whenever the Employer under the terms of this Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by any officer thereunto duly authorized by its Board of Trustees.

9.05 Construction of Agreement. The Trust shall be construed, whenever possible, to be in conformity with the requirements of the Internal Revenue Code of 1954, as amended, and, to the extent not in conflict with the preceding sentence, the construction and administration of the Plan shall be governed by and its validity determined under the laws of the Commonwealth of Kentucky.

9.06 Gender and Number. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also in the feminine gender in all cases where they would so apply; and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

9.07 Legal Actions. Except as may be specifically provided for by law, in any action or proceeding involving the Plan or the Trust, or any property constituting part or all thereof, or the administration thereof, the Employer and the Trustee shall be the only necessary parties, and no Participant nor any other person having or claiming to have an interest in the Trust or the Plan shall be entitled to any notice of process. Except as may be specifically provided for by law, any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all parties having or claiming to have any interest in the Plan or Trust.

9.08 Titles. The titles of sections contained herein are included only for convenience and are not to be considered in the construction of the provisions hereof.

9.09 Counterparts. This Plan may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

ARTICLE X

Signatures

IN WITNESS WHEREOF, the Employer has adopted this Plan on this
15th day of September, 1981, but to be effective as of October 1, 1981.

UNIVERSITY OF KENTUCKY

By _____

Chairperson, Board of Trustees

UNIVERSITY OF KENTUCKY

SUPPLEMENTAL LONG-TERM

DISABILITY PLAN

Approved by Board of Trustees on 9/15/81
Amended 5/2/89 and 8/20/91

UNIVERSITY OF KENTUCKY
SUPPLEMENTAL LONG-TERM DISABILITY PLAN

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I - <u>Definitions</u>	1
1.01 <u>Board of Trustees</u>	1
1.02 <u>Effective Date</u>	1
1.03 <u>Employee</u>	1
1.04 <u>Employer</u>	1
1.05 <u>Monthly Earnings</u>	1
1.06 <u>Participant</u>	1
1.07 <u>President</u>	1
1.08 <u>Supplemental Plan</u>	1
1.09 <u>Supplemental disability benefits</u>	2
1.10 <u>Total Disability</u>	2
1.11 <u>University</u>	2
1.12 <u>Attainment of Age</u>	2
1.13 <u>Onset of Disability</u>	2
1.14 <u>One Year of Regular Full-Time Employment</u>	2
ARTICLE II - <u>Eligibility</u>	2
2.01 <u>Eligibility for Participation</u>	2
2.02 <u>Absence from Work on Participation Date</u>	4
2.03 <u>Continuation of Coverage</u>	4
2.04 <u>Termination of Coverage</u>	4
ARTICLE III - <u>Participant's Eligibility for</u> <u>Supplemental Disability Benefits</u>	4
3.01 <u>Eligibility for Supplemental Benefits</u>	4
3.02 <u>Eligibility Period</u>	5
3.03 <u>Eligibility Exclusions</u>	6
3.04 <u>Medical Examination Requirement</u>	7
ARTICLE IV - <u>Amount and Schedule of Supplemental</u> <u>Disability Benefits</u>	7
4.01 <u>Amount of Benefits</u>	7
4.02 <u>Authority to Reduce Supplemental Benefits</u>	10
4.03 <u>Time of Payment</u>	11
4.04 <u>Payments to Persons other than Participants</u>	11
ARTICLE V - <u>Funding</u>	11
5.01 <u>Funding</u>	11
ARTICLE VI - <u>Administration</u>	11
6.01 <u>Responsibility for Administration</u>	12
6.02 <u>Claims Procedure</u>	12
6.03 <u>Claims Review Procedure</u>	13

6.04	Operational Rules	13
6.05	Indemnification of the President or the President's Designee	13
ARTICLE VII	<u>-Amendment and Termination</u>	14
7.01	Amendment	14
7.02	Termination	14
ARTICLE VIII	<u>-Miscellaneous</u>	14
8.01	Nonguarantee of Employment	14
8.02	Delegation of Authority by Employer	14
8.03	Construction of Supplemental Plan	14
8.04	Gender and Number	15
8.05	Legal Actions	15
8.06	Subrogation Rights	15
8.07	Titles	15
8.08	Counterparts	16
ARTICLE IX	<u>- Signatures</u>	16

UNIVERSITY OF KENTUCKY
SUPPLEMENTAL LONG-TERM DISABILITY PLAN

ARTICLE I

Definitions

1.01 "Board of Trustees" means the Board of Trustees of the University of Kentucky.

1.02 "Effective Date" means October 1, 1981.

1.03 "Employee" means any person who is a "regular full-time employee." For purposes of this Section, the term "regular full-time employee" means a President or a Vice President of the University or a person described in Group I, Group II or Group III of the retirement program of the Employer [as adopted on September 18, 1979, and] as set forth at ARII-1.6-1 of the "University of Kentucky Administrative Regulations."

1.04 "Employer" means the University, its successors and assigns, and any affiliate of the University which adopts the Supplemental Plan with the approval of the Board of Trustees.

1.05 "Monthly Earnings" means the annual base pay exclusive of overtime, bonuses, shift differentials and other forms of additional compensation at the time Total Disability commences, divided by twelve (12).

1.06 "Participant" means an Employee or former Employee who is covered under this Supplemental Plan as provided in Article II hereof.

1.07 "President" means the President of the University.

1.08 "Supplemental Plan" means the University of Kentucky Supplemental Long-Term Disability Plan as set forth herein and as may be amended from time to time.

1.09 "Supplemental disability benefits" or "supplemental benefits" means benefits provided for under the terms of this Supplemental Plan.

1.10 "Total Disability" or "Totally Disabled" means the inability of the Participant, by reason of sickness or bodily injury, to engage in any occupation for which the Participant is or becomes reasonably qualified by training, education or experience. In no event shall the term "Total Disability" or "Totally Disabled" refer to a condition of Total Disability which is not anticipated to extend for a period in excess of six (6) months from the first day of the month coincident with or next following the date of the onset of Total Disability.

1.11 "University" means the University of Kentucky, its successors and assigns.

1.12 "Attainment of Age" is considered to occur at 12:01 am on the birthdate of the Participant.

1.13 "Onset of Disability" means the first work day missed because of the total disability condition.

1.14 "One Year of Regular Full-Time Employment" as used in Section 2.01 means 12 full calendar months of employment.

ARTICLE II Eligibility

2.01 Eligibility for Participation. An Employee who has completed one year of regular full-time employment prior to or coincident with the Effective Date of the Supplemental Plan shall become a Participant as of the Effective Date of the Supplemental Plan. Any Employee employed on or after the Effective Date of the Supplemental Plan and any Employee who has not yet

completed one year of regular full-time employment as of the Effective Date of the Supplemental Plan will become a Participant as of the completion of one year of regular full-time employment. Leave, with or without pay, will be considered as regular full-time employment for purposes of this Section if such leave is approved by the Board of Trustees, except where such leave is to commence prior to or coincident with the first day of employment. A terminated former Employee who prior to termination met the one year regular full-time employment requirement or any portion thereof shall in no event become a Participant until the first day of the month following completion of a full year of regular full-time employment commencing after the date of reemployment. An Employee or former Employee, who as of the Effective Date is receiving benefits under an Employer-sponsored disability plan, shall become a Participant as of such time as said Employee or former Employee returns to regular full-time employment. A new employee who has been covered by a reasonably comparable long term disability plan by the individual's immediate preceding employer within the last six months may be covered as of the individual's date of hire at the University of Kentucky into an eligible position. Evidence of such coverage must be presented to the Employee Benefits Office. Questions that arise in conjunction with coverage under this provision, are to be submitted to the Office of the Coordinator of Personnel Policy & Procedure for resolution.

2.02 Absence from Work on Participation Date. Any Employee who is away from work due to sickness or injury on the date said Employee would otherwise become a Participant in accordance with Section 2.01 shall not become a Participant until said Employee returns to work for the Employer.

2.03 Continuation of Coverage. Each Employee who becomes a Participant shall continue as a Participant:

- [a] while remaining an Employee of the Employer;
- [b] during the period of absence from work because of injury or sickness; or
- [c] during the period of absence from active work because of an Employer-approved paid leave of absence of any duration or an Employer-approved unpaid leave of absence not extending beyond a period of six (6) months.

2.04 Termination of Coverage. Coverage for any Participant will terminate upon the occurrence of the first of the following events:

- [a] Termination of employment or cessation of regular full-time employment in the class or classes of Employees eligible for coverage hereunder;
- [b] Modification of the Supplemental Plan to terminate coverage of the class of Employees to which the Employee belongs;
- [c] Upon retirement by the Board of Trustees; or
- [d] Termination of the Supplemental Plan.

ARTICLE III

Participant's Eligibility for Supplemental Disability Benefits

3.01 Eligibility for Supplemental Benefits. Any Participant who

becomes Totally Disabled as a result of accidental bodily injury or sickness, except as otherwise provided in Sections 3.03 and 3.04, shall be entitled to be paid during the period specified in Section 3.02 the monthly supplemental disability benefit as provided in Section 4.01, subject to Section 4.02.

3.02 Eligibility Period. Subject to the provisions of Section 3.03 and 3.04, supplemental disability benefits shall be payable to a Participant commencing with the date of the [o]nset of [Total] Disability and continuing during the period of Total Disability for a period not to exceed forty-two (42) months subsequent to the first day of the month coincident with or immediately following the date of the onset of disability.

In no event shall supplemental disability benefits be payable to a Participant beyond the period of Total Disability. Furthermore, [in no event shall supplemental disability benefits be payable to a Participant for any period beyond the end of the month in which the Participant attains age sixty-five (65), provided that the Participant's period of Total Disability commenced on or prior to the Participant's attainment of age sixty (60). In the event that the Participant's period of Total Disability commences subsequent to the Participant's attainment of age sixty (60) but before the attainment of age sixty-nine (69),] supplemental disability benefits shall only be payable to such Participant during the period of Total Disability for a period not to exceed the earlier of:

[[a] The Participant's attainment of age seventy (70)] The duration of benefits maximum period as specified under Section 3.02 in the Long-Term Disability Plan, or

[b] The expiration of forty-two (42) months since the first

day of the month coincident with or immediately following the date of the [o]nset of [Total] Disability.

[If the Participant's period of Total Disability commences on or after the attainment of age sixty-nine (69) but before the attainment of age seventy-five (75), supplemental disability benefits shall be payable to such participant commencing with completion of the Waiting Period and continuing during the period of Total Disability for a period not to exceed 6 months.

If the Participant's period of Total Disability commences on or after the attainment of age seventy-five (75), salary shall be continued for a 6 month period after which all entitlements under the Long Term Disability Plan cease.]

3.03 Eligibility Exclusions. Notwithstanding any of the provisions of this Supplemental Plan, no supplemental disability benefits shall be payable to a Participant:

[a] Beyond the last day of the month in which Total Disability terminates;

[b] For a period in excess of forty-two (42) months following the first day of the month coincident with or immediately following the date of the onset of disability;

[c] For any period during which the Participant is engaged in any gainful occupation for which the Participant is or becomes reasonably qualified by training, education or experience;

[d] On account of disability arising out of war (declared or undeclared) or any act of war;

[e] On account of an intentionally self-inflicted

disability; or

[f] Following the expiration of benefit entitlements as provided in Section 3.02.

3.04 Medical Examination Requirement. A Participant who is making a claim for benefits or receiving benefits under the Supplemental Plan may be required to submit evidence of Total Disability satisfactory to the President or the President's designee. The President or the President's designee shall have the right to require said Participant to submit to a medical examination by a physician appointed by the President or President's designee. Such medical examinations may be required of the Participant at the time the initial claim for supplemental benefits is made, and at such times as the President or the President's designee deems necessary thereafter. In the event that such medical examinations determine that the Participant is no longer Totally Disabled, or in the event that said Participant refuses to submit to said medical examinations or to otherwise provide evidence of Total Disability, the supplemental disability benefits under this Supplemental Plan shall cease as of the date of such determination or refusal.

ARTICLE IV

Amount and Schedule of Supplemental Disability Benefits

4.01 Amount of Benefits. The amount of monthly benefits payable for each month of Total Disability authorized under Section 3.02 shall be determined as follows:

[a] For the period commencing with the date of the onset of disability and continuing for a six (6) month period from the first day of the month coincident with or immediately following the date of the onset of

disability, the supplemental benefits shall be equal to the Participant's Monthly Earnings. The benefits payable for the month in which the date of the onset of disability occurs shall be a pro rata portion of the Monthly Earnings equal to the ratio that the days of Total Disability in such month bears to the total number of days in such month.

[b] For the period beginning with and including the seventh (7th) month subsequent to the first day of the month coincident with or immediately following the date of the onset of disability and extending through the eighteenth (18th) month following the first day of the month coincident with or immediately following the date of the onset of disability, the supplemental benefits shall be an amount which, when added to the benefits payable under the University of Kentucky Long-Term Disability Plan, will produce a total benefit from all sources equal to ninety percent (90%) of the Participant's Monthly Earnings.

[c] During the period from and including the nineteenth (19th) month following the first day of the month coincident with or immediately following the date of the onset of disability and extending through the thirtieth (30th) month subsequent to the first day of the month coincident with or immediately following the date of the onset of disability, the supplemental benefits shall be an amount which, when combined with the benefits payable under the University of Kentucky Long-Term Disability Plan, will produce a benefit from all sources equal to eighty percent (80%) of the Participant's Monthly Earnings.

[d] During the period extending from and including the thirty-first (31st) month from the first day of the month coincident with or

immediately following the date of the onset of disability through the forty-second (42nd) month from the first day of the month coincident with or immediately following the date of the onset of disability, the supplemental benefits shall be an amount which, when combined with the benefits payable under the University of Kentucky Long-Term Disability Plan, will produce a benefit from all sources equal to seventy percent (70%) of the Participant's Monthly Earnings.

[e] For purposes of this Section, a month shall constitute a calendar month.

[f] The amount of benefits stipulated hereinabove shall in each case be reduced by the aggregate of the following amounts available to the Participant during the period of Total Disability:

[i] The monthly rate of any Social Security benefits to which the Participant and any dependent of the Participant is (or upon timely and proper request would be) entitled by reason of the Participant's disability, and the monthly rate of any old age Social Security benefits to which the Participant or any dependent of the Participant is entitled after the Participant's attainment of age sixty-two (62), whether or not said Participant elects to begin receiving such benefits at age sixty-two (62);

[ii] The amount of any periodic veteran's or other governmental disability payment to the Participant;

[iii] The amount of any periodic benefits for loss of time on account of disability toward which the Employer or any other employer shall, directly or indirectly, have paid all or a portion of the cost other than supplemental benefits available under the Supplemental Plan or benefits available under the University of Kentucky Long-Term Disability Plan; and

[iv] The amount of benefits under any worker's compensation law, employer's liability or similar law (including benefits which are a commutation of or a substitute for, periodic benefits, and including specific allowances for the loss of the use of a bodily member). With respect to a lump sum settlement under any worker's compensation law or similar law, the amount reduced for any month herein shall, for the purposes of this Supplemental Plan, be deemed to be the monthly equivalent of the amount of worker's compensation or similar benefits to which the Participant would have been entitled under the applicable law had there been no lump sum payment, but not to exceed in total, the amount of settlement.

[g] Any Participant claiming benefits under this Supplemental Plan shall be required, upon request by the President or the President's designee, to disclose any information with regard to the Participant's entitlement to benefits under Social Security, worker's compensation, veteran's or other governmental, or other employer plans. Failure to make such disclosure shall result in immediate termination of supplemental benefits.

[h] In no event shall any supplemental benefits be payable to the Participant for any period extending beyond forty-two (42) months following the first day of the month coincident with or immediately following the date of the onset of disability.

[i] In no event shall any supplemental benefits be payable to any Participant for a period extending beyond the termination of the Total Disability of the Participant.

4.02 Authority to Reduce Supplemental Benefits. Notwithstanding any other provision of this Supplemental Plan, if a final determination with

regard to entitlements to payments under Social Security, worker's compensation, veteran's or other governmental, or other employer plans, indicates that supplemental benefits previously paid to the Participant were in excess of the maximum supplemental benefits allowable under Section 4.01, then the President or the President's designee shall have the authority to reduce future supplemental benefits in the amount of said excess. For any periods with regard to which supplemental benefits are subsequently deemed to be properly payable, and during which the Participant received normal salary compensation rather than supplemental benefits, said payments of salary shall be deemed to be an offset against any entitlement to supplemental benefits for said periods.

4.03 Time of Payment. Supplemental benefits provided for under Section 4.01 shall commence no later than the last day of the month immediately following the month in which the President or the President's designee determines that Total Disability exists.

4.04 Payments to Persons other than Participants. No payment of supplemental benefits shall be made to a person other than the Participant or a duly qualified legal representative of said Participant.

ARTICLE V

Funding

5.01 Funding. The supplemental benefits herein provided for shall be payable out of the current funds of the University. No requirement is hereby imposed upon the University to designate any particular funds for payment of the supplemental benefits provided herein, it being the intention to leave to the discretion of the Board of Trustees the determination of the most

efficient accounting methods to be employed with regard to the funding of said supplemental benefits.

ARTICLE VI

Administration

6.01 Responsibility for Administration. The Supplemental Plan shall be administered by the Employer through the President or the President's designee. All usual and reasonable expenses related to the administration of the Supplemental Plan shall be paid by the Employer.

6.02 Claims Procedure. The President shall make all determinations as to the right of any Participant to supplemental benefits. However, the President may, in writing, delegate to any committee, either existing or to be formed for this purpose, or to any employee or employees of the University, or to any outside person or entity, the authority to perform any act in connection with the administration of the Supplemental Plan, including but not limited to determinations as to the right of any person to supplemental benefits and the authority to direct the University to pay supplemental benefits. Claims for supplemental benefits shall be filed with the President or the President's designee. Written notice of the disposition of a claim shall be furnished the Participant within ninety (90) days after the claim is submitted by the Participant. Any denial by the President or the President's designee of a claim for supplemental benefits shall be stated in writing by the President or the President's designee and delivered or mailed to the Participant, and such notice shall set forth the specific reason for the denial in such a manner that may be understood by the claimant.

6.03 Claims Review Procedure. Any Participant who has been denied a supplemental benefit or feels aggrieved by any other action of the Employer or the President or the President's designee shall nonetheless be entitled to apply for benefits under the University of Kentucky Long-Term Disability Plan. In the event that it is finally determined that a Participant who has been denied supplemental benefits is entitled to benefits under the University of Kentucky Long-Term Disability Plan, said Participant shall be entitled to receive retroactive payment of supplemental benefits previously denied and shall, subject to the terms of this Supplemental Plan, be entitled to supplemental benefits for the remainder of the benefit period set forth in Section 3.02.

6.04 Operational Rules. Subject to the limitations of the Supplemental Plan, the President or the President's designee shall from time to time establish rules for the administration of the Supplemental Plan. The President or the President's designee shall interpret the Supplemental Plan and shall determine all questions arising in the administration, interpretation and application of the Supplemental Plan, including questions concerning claims for supplemental benefits under the Supplemental Plan. All such determinations by the President or the President's designee shall be conclusive and binding on all persons.

6.05 Indemnification of the President or the President's Designee. The President or the President's designee shall be indemnified by the Employer against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Supplemental Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

ARTICLE VII
Amendment and Termination

7.01 Amendment. The Employer shall have the right at any time, and from time to time, to amend in whole or in part any or all of the provisions of this Supplemental Plan.

7.02 Termination. The Employer shall have the right at any time to terminate the Supplemental Plan. Notwithstanding the foregoing sentence, upon the termination of this Supplemental Plan, the Employer shall continue to pay any supplemental benefits to which a Participant may be entitled with respect to claims submitted prior to the termination of the Supplemental Plan.

ARTICLE VIII
Miscellaneous

8.01 Nonguarantee of Employment. Nothing contained in this Supplemental Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, except as may be protected under the Age Discrimination in Employment Act Amendments of 1978. All Participants shall be subject to discharge by the Employer to the same extent that they would have been if this Supplemental Plan had never been adopted.

8.02 Delegation of Authority by Employer. Whenever the Employer under the terms of this Supplemental Plan is permitted or required to do or to perform any act or matter or thing, the Board of Trustees shall have the right to designate any individual or entity to perform such function.

8.03 Construction of Supplemental Plan. This Supplemental Plan shall be construed, whenever possible, to be in conformity with, and governed by, the laws of the Commonwealth of Kentucky.

8.04 Gender and Number. Whenever any words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply; and whenever any words are used herein in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply.

8.05 Legal Actions. Except as may be specifically provided for by law, in any action or proceeding involving the Supplemental Plan or the administration thereof, the Employer shall be the only necessary party, and no Participant nor other person having or claiming to have an interest in the Supplemental Plan shall be entitled to any notice of process. Except as may be specifically provided for by law, any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on all parties having or claiming to have any interest in the Supplemental Plan.

8.06 Subrogation Rights. In the event that the Total Disability of a Participant is caused by the negligence or malfeasance of any Third Party, the Employer shall be subrogated to the rights of the Participant against such Third Party. The aforesaid subrogation rights shall in no event exceed the present value of the total benefits which are or will become payable to the Participant under the Supplemental Plan. For purposes of the preceding sentence, present value shall be determined by applying a discount factor of eight percent (8%).

8.07 Titles. The titles of sections contained herein are included only for convenience and are not to be considered in the construction of the provisions hereof.

8.08 Counterparts. This Supplemental Plan may be executed in any number of counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart.

ARTICLE IX
Signatures

IN WITNESS WHEREOF, the Employer has adopted this Supplemental Plan on this _____ day of _____, 1981, but to be effective as of _____, 19 _____.

UNIVERSITY OF KENTUCKY

By _____
Chairperson, Board of Trustees

Office of the President
January 21, 1992

FCR 7

Members, Board of Trustees:

DISCOVERY CHANNEL GIFT

Recommendation: that the Board action of December 10, 1991 be revised to reflect an appraised value of \$709,501 for the assets received from the Discovery Channel.

Background: The Board at the meeting of December 10, 1991 authorized the acceptance of a gift from the Discovery Channel of the buildings, satellite dishes and broadcast equipment located at Coldstream Farm. The Discovery Channel at that time had assigned a value of \$488,209, but they failed to include the value of the buildings in that total. The revised value assigned by the Discovery Channel is \$709,501. The assets received are the same ones identified in the December 10 action, but the value placed on these assets by the Discovery Channel is revised.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 8

Members, Board of Trustees:

REPORT OF SIMPSON FARM GIFT

Recommendation: that the Board receive this report of a gift of the James W. Simpson farm in Pulaski County, Kentucky.

Background: The University has received as a gift from the estate of James W. Simpson a 338 acre farm located in Pulaski County, Kentucky. The farm is given as a memorial to the descendants of Elias Thomas Simpson and Molly Jane Denney Simpson. The gift has an estimated value of \$64,400. The farm will be utilized for the programs of College of Agriculture.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 9

Members, Board of Trustees:

HENDERSON COMMUNITY COLLEGE
AUDITORIUM/FINE ARTS BUILDING BUDGET INCREASE

Recommendation: that the Board authorize an increase in scope for the Henderson Community College Auditorium/Fine Arts Building from \$6.0 million to \$6.260 million.

Background: The Board approved the Henderson Community College Auditorium/Fine Arts Building at \$6.0 million. The revised estimates for the total project costs are \$6.260 million with one-half of the additional funds to come from a grant from the College Foundation Inc. of Henderson Community College and the other half to come from Community College System funds. There is no change in the program scope for the building.

Action taken: Approved Disapproved _____ Other _____

Date: January 21, 1992

Office of the President
January 21, 1992

FCR 10

Members, Board of Trustees:

Establishment of Quasi-Endowment for
Chair in the Humanities

Recommendation: that the Board of Trustees approve the establishment of a quasi-endowment fund of up to \$200,000 to support the Chair in the Humanities established from the Ashland Oil gift.

Background: The endowed Chair in the Humanities was established in 1986 with gifts from Ashland Oil, Inc. totalling \$800,000. Dr. Otis A. Singletary was the first individual to be appointed to the Chair which he occupied until his retirement on December 31, 1990. The Chair has now been assigned by the President to the College of Arts and Sciences, and a search has been initiated to fill the Chair. The Office of the President proposes that up to \$200,000 of investment earnings generated by the endowment fund be quasi-endowed with the objective of bringing total endowed support to the Chair of \$1,000,000.

By this action the Board of Trustees will establish the quasi-endowment and permit allocation of funds to implement this authorization.

Action taken: Approved Disapproved Other

Date: January 21, 1992

Office of the President
January 21, 1992

ICR 1

Members, Board of Trustees:

REPORT OF INVESTMENTS

Recommendation: that the Report of Changes in Investments for the University of Kentucky and its affiliated corporations for the three months ended December 31, 1991 be accepted.

Background: The Report of Changes in Investments is submitted to the Board of Trustees each quarter. The attached report reflects investment transactions for the three months ended December 31, 1991, for the University of Kentucky and affiliated corporations which include UK Athletics Association, The Medical Center Fund, UK Research Foundation, UK Business Partnership Foundation, UK Mining Engineering Foundation, UK Equine Research Foundation, and UK Humanities Foundation.

Action taken: Approved Disapproved Other

Date: January 21, 1992

University of Kentucky
REGULAR ENDOWMENT POOL
 Report of Changes in Investments
 For the Three Months Ended December 31, 1991

PURCHASES:

<u>Shares</u>	<u>Par Value</u>	<u>Security</u>	<u>Cost</u>
1,890		Air Products & Chemicals Inc.	\$ 125,888
3,580		Amoco Corp.	181,971
	\$ 18,000	Associated Newspaper Hldgs., 8.25%, 9/29/03	56,970
980		Boatmens Bancshares Inc.	43,937
2,850		Browning Ferris Industries Inc.	49,229
2,920		Colgate Palmolive Co.	116,857
1,200		Commerce Bancshares Inc.	41,300
2,120		Cooper Inds. Inc.	108,506
390		Dillard Dept. Stores	46,375
1,520		Exel Ltd.	48,494
1,740		General Motors	52,805
2,700		Hewlett Packard	133,529
4,960		Humana Inc.	123,837
	28,000	Medical Care Intl. Inc., 7.00%, 8/01/15	39,844
1,120		NBD Bancorp	47,413
2,140		Pall Corp.	80,186
130		Pitney Bowes Inc.	7,583
1,430		Sara Lee Corp.	62,766
	27,000	Service Corp. Intl. Conv., 6.50%, 4/15/11	28,687
1,170		Service Corp. Intl.	27,510
1,140		Sigma Aldrich Corp.	49,001
1,080		Suntrust Banks Inc.	37,449
2,280		Tenneco Inc.	75,686
	95,782	Thoroughbred Government Obligation - D	95,782
1,690		Wisconsin Energy Corp.	60,940
		TOTAL PURCHASES	\$ 1,742,545

University of Kentucky
REGULAR ENDOWMENT POOL
Report of Changes in Investments
For the Three Months Ended December 31, 1991

SALES/MATURITIES:

Shares	Par Value	Security	Proceeds	Gain/(Loss)
150	\$ 161,000	American International Group	\$ 12,325	2,504
2,330		Amoco CDA Pete, 7.375%, 9/01/13	179,112	(22,482)
210		Amoco Corp.	113,728	17,009
850		Anheuser Busch Cos. Inc.	11,454	2,545
830		Automatic Data Processing	32,005	9,096
3,400		Becton Dickinson & Co.	56,367	7,491
3,490		Cooper Inds. Inc. PFD Exch. \$8	106,714	(7,075)
1,130		Empresa Nacional de Electricidad	93,486	30,926
432		Flightsafety Intl. Inc.	48,439	(13,106)
860		GTE Corp.	13,573	3,229
1,300		General Mills	50,939	16,506
830		General Motors Corp. PFD "E"	67,885	40,719
2,320		General RE Corp.	74,300	(1,976)
3,860		Home Depot Inc.	132,505	88,343
870		Limited Inc.	89,204	(20,912)
760		Marion Merrill Dow Inc.	25,160	4,695
500		McDonalds	27,260	6,338
2,280		Medical Care Intl.	32,788	9,277
570		Nestles SA Sponsored ADR	131,271	(1,492)
2,740		Norfolk Southern	33,412	17,073
1,160		Novell Inc.	137,949	71,997
3,080		Reuters Hldgs. PLC ADR	58,000	363
1,170		Repsol S A Sponsored ADR	76,520	12,456
1,550	27,000	Service Corp. Intl. Conv., 6.50%, 4/15/11	28,887	(1,801)
		Service Corp. Intl.	29,752	1,031
		Toys R Us	44,437	18,521
		TOTAL SALES/MATURITIES	\$ 1,707,472	\$ 291,275

University of Kentucky
FIXED INCOME POOL
 Report of Changes in Investments
 For the Three Months Ended December 31, 1991

PURCHASES:

<u>Par Value</u>	<u>Security</u>	<u>Cost</u>
\$ 500,000	Chevron Corp. ESOP, 8.11%, 12/01/04	\$ 500,000
\$ 1,000,000	U.S. Treasury Notes, 7.75%, 02/15/01	1,015,000
	TOTAL PURCHASES	\$ 1,515,000

SALES/MATURITIES:

<u>Par Value</u>	<u>Security</u>	<u>Proceeds</u>	<u>Gain/(Loss)</u>
\$ 900,000	Commonwealth Life Insurance Co. GIC	\$ 900,000	0
39,430	Thoroughbred Government Obligation-D	39,430	0
	TOTAL SALES/MATURITIES	\$ 939,430	0

University of Kentucky
INTERCOLLEGIATE ATHLETICS FUND
 Report of Changes in Investments
 For the Three Months Ended December 31, 1991

PURCHASES:

<u>Par Value</u>	<u>Security</u>	<u>Cost</u>
\$ 34,521	Thoroughbred Government Obligation-D	\$ 34,521

University of Kentucky
SHORT TERM INVESTMENTS
 Report of Changes in Investments
 For the Three Months Ended December 31, 1991

PURCHASES:

<u>Par Value</u>	<u>Security</u>	<u>Cost</u>
\$ 10,235,000	U.S. Treasury Notes, 6.375%, 08/31/93	\$ 10,337,350

SALES/MATURITIES:

<u>Par Value</u>	<u>Security</u>	<u>Proceeds</u>	<u>Gain/(Loss)</u>
\$ 5,000,000	U.S. Treasury Notes, 8.50%, 02/29/92	\$ 5,058,594	\$ 67,888
5,000,000	U.S. Treasury Notes, 8.875%, 04/30/92	5,095,703	97,745
	TOTAL SALES/MATURITIES	<u>\$ 10,154,297</u>	<u>\$ 165,633</u>

**A Petition Regarding the Self-Appointment of
Wallace Wilkinson to the Board of Trustees
at the University of Kentucky**

The following petition was signed by over half of the faculty of the College of Arts and Sciences and by faculty from the Fine Arts College, the Communications College, and the Martin School of Public Administration.

The signers include fourteen department chairs, seven University Distinguished Professors and three recipients of the Chancellor's Great Teacher Awards for 1991. Many have served the University of Kentucky for over twenty years.

We, the undersigned faculty members at the University of Kentucky, wish to voice our grave concern over and serious objection to the self-appointment of ex-Governor Wilkinson to the Board of Trustees.

We object because this appointment continues the politicization of the university that has markedly increased over the last four years.

We reject the ex-Governor's call for downgrading the research mission of this university, for such an agenda represents a fundamental misunderstanding of the role of the state's flagship university, the importance of research in maintaining economic growth in the state, and the vital connection between research and quality teaching at the University of Kentucky. Any attempt to diminish the research mission of the university will most assuredly result in a decline in the intellectual atmosphere in the classroom, an exodus of faculty from the university and the destruction of graduate education.

We call upon President Wethington to defend forcefully the full mission of the University of Kentucky. This mission includes research, graduate and undergraduate instruction, and service. We call on the President to remind the ex-Governor and others that a strong and vibrant University of Kentucky is vital to the Commonwealth. We call upon President Wethington to ask ex-Governor Wilkinson to step down from the Board of Trustees.

Finally, we call on ex-Governor Wilkinson directly to place the well-being of the University of Kentucky above narrow political motives and rescind his self-appointment to the Board of Trustees.