



UNIVERSITY  
OF KENTUCKY

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Purchasing Division

Request for Proposal  
UK-0881-10, 0883-10, 0882-10  
Proposal Due Date- 8/5/09

Construct Patient Care Facility:  
Bid Package No. 6 – Interior Fit-Out  
TC-68a – Auditorium Seating  
TC-68b – Auditorium AV System  
TC-47e – Gift Shop Millwork  
Volume 1A of 7

July 1, 2009

Instruction to Bidders/Form of Proposal/DVD  
UK Project #2239.6



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

<b>PROPOSAL NO.:</b>	<b>UK-0883-10</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>7/1/09</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>TC-68b – Auditorium AV Systems</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>Mike Mudd</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
<b>Phone:</b>	<b>859-257-5409</b>	<b>LEXINGTON, KY 40506-0005</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 8/5/09 at 3:00 P.M. Lexington, KY time.**

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible offeror submitting the proposal determined in writing to be the most advantageous to the University, price and the evaluation factors set forth in the advertisement and solicitations for proposals will be considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.

**NOTICE**

1. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342**

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>PHONE:</b>
<b>PROPOSAL FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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## 1.0 **DEFINITIONS**

The term "addenda" means written instructions issued by the University of Kentucky prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting proposal.

The term "Contractor" means the entity receiving a contract award.

The terms "Sub-contractor", "Trade contractor" & "Contractor" will be used interchangeably throughout the contract documents.

The term "Purchasing Agency" means the University of Kentucky, Division of Purchasing, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "Purchasing Official" means the University of Kentucky's appointed contracting representative.

The term "Responsible Offeror" means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means University of Kentucky.

## 2.0 GENERAL OVERVIEW

### 2.1 Intent and Scope

Sealed proposals for the following work will be received by the University of Kentucky, Capital Construction Procurement Section, Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of **Project #2239.6, CONSTRUCT PATIENT CARE FACILITY, BID PACKAGE No. 6 – INTERIOR FIT OUT**, as set forth in the specifications and as shown on the drawings for as prepared by GBBN Architects and approved by the Capital Construction Procurement Section and the Capital Project Management Division and under the terms and conditions of this Invitation.

This Requests for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide labor, equipment and materials for complete **Auditorium AV System** for the University of Kentucky.

- The Contractor who is chosen to install the system must provide a turn-key installation with full functionality.
- The Contractor who is chosen to implement the system must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- Provide complete **Auditorium AV System** as outlined here-in (scope of work) and stipulated on documents

To be considered a responsible Offeror, the Contractor must have successfully completed previous projects with similar size, scope of work, and quality requirements to the project being quoted.

A Pre-Proposal Conference will be held at the University on **7/21/09**. Please see Section 3.3 for additional information.

The scope of services is further defined in Section 7.0.

Also, attached is (1) DVD containing the drawings, specifications and addendums for the Patient Care Facility project. These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

## 2.2 Background Information

This package involves the Interior Fit-Out work for the new Patient Care Facility, a 1.2 Million SF new hospital. The work will be performed under contract with the Construction Manger, Turner Construction Company. This RFP is for the **Auditorium AV System**.

**IMPORTANT NOTE: THE SUCCESSFUL BIDDERS WILL ENTER INTO A SUBCONTRACT WITH TURNER CONSTRUCTION COMPANY. THE FORM OF CONTRACT IS INCLUDED WITH THE BID DOCUMENTS. THERE WILL BE NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN THE SUCCESSFUL BIDDERS AND THE UNIVERSITY OF KENTUCKY.**

## 2.3 Schedule

1. Refer to Project Milestone schedule (ATTACHMENT "G") included in project manual.
2. Shift work, multiple mobilizations, and out of sequence work will be required. It is imperative that all milestones be met. The Bidders shall include all necessary costs, including, but not limited to, premium time, shift work, out of sequence work, etc. to meet these milestones.
3. Due to the critical nature of the schedule, the Trade Contactor must supply the Construction Manager a detailed plan for his production on the project within 10 calendar days of Contract Award. Please note that this plan must be compatible and complimentary to the Project Schedule. Plan shall include the following items:
  - A. Starting, peak, and final manpower requirements, including subcontractors.
  - B. Shift work plan
  - C. Production rates (specific to the work being performed i.e. pieces of steel, concrete pour areas, pieces of brick, partition area, ceilings by area, setting equipment, system completions, etc.)
  - D. Number of Foremen
  - E. Anticipated permit approval time
  - F. Anticipated lead times of major material and equipment and of materials or equipment that may affect the schedule.
  - G. The Trade Contractor must submit a 6-week look ahead schedule, including manpower information, on a weekly basis to the Construction Manager. Compliance is a prerequisite for payment.
4. Narrative:

The Project Schedule "attachment G" (updated under addendum No. 7) indicates "ED Substantial Completion LD" (sheet 3 of 11) as 30MAR10. Installation of Auditorium AV systems (cabling), after conduit raceways, is tentatively Late May 2010. Fit-out of equipment room is June 2010. Refer to the Project Schedule "attachment G".

## 2.4 Service Level

Reference specifications for maintenance/service requirements.

## 2.5 **University Information**

Founded in 1865, the University of Kentucky (UK) is a public, research-extensive, land grant university dedicated to enriching people's lives through excellence in teaching, research, and service. UK's campus covers more than 687 acres and total enrollment is nearly 27,000 students representing all Kentucky counties, every state in the nation, and 117 countries. There are about 11,000 employees. The University's \$1.4 billion annual budget makes it Kentucky's ninth largest corporation.

UK consists of some 200 major and degree programs in 16 academic and professional colleges. The colleges include: Agriculture, Arts and Sciences, Business and Economics, Communications and Information Studies, Dentistry, Design, Education, Engineering, Fine Arts, Health Sciences, Law, Medicine, Nursing, Pharmacy, Public Health, and Social Work. UK boasts over 80 national rankings for academic excellence.

UK's William T. Young Library is among the world's leading research libraries; its book endowment is the largest among public universities and ranks second only to Harvard University among all universities.

The UK Chandler Medical Center, which opened in 1960, is considered one of the nation's finest academic medical centers. As one of two Level 1 Trauma Centers in Kentucky, UK Hospital cares for the most critically injured and ill patients in the region. The 473-bed UK Hospital and UK Children's Hospital are supported by more than 500 faculty physicians and dentists, 400 resident physicians, and a staff of 3,200 health professionals committed to high-quality patient care.

Research at UK is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. There are over 50 research centers and institutes across campus. During fiscal year 2004, UK faculty received a record-breaking total of \$238.3 million in extramural funding for grants and contracts. The majority of grants and contracts, 60.3 percent, were awarded by federal agencies representing an increase of 9.7 percent over the previous year.

UK's agenda is to accelerate the movement toward academic excellence and to become known worldwide for the quality of its academic programs, its commitment to undergraduates, its success in building a diverse community, and its engagement with the larger society.

Visit the University of Kentucky Web site at <http://www.uky.edu>.

### 3.0 **PROPOSAL REQUIREMENTS**

#### 3.1 **Key Event Dates**

Release of RFP	7/1/09
Pre-Proposal Conference	7/21/09
Deadline for Written Questions @ 3:00 p.m. on	7/24/09
RFP Proposals Due Date	8/5/09
Post-Bid Review *	wk of 8/10/09
Offeror Presentations *	wk of 8/24/09
Contract Award*	9/15/09

\* The Potential Post-Bid Review, Offeror Presentations and Contract Award are projected dates.

#### 3.2 **Offeror Communication**

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Mr. Mike Mudd  
 Purchasing Division  
 University of Kentucky  
 322 Peterson Service Building  
 Lexington, KY 40506-0005  
 Phone: (859) 257-5409  
 Fax: (859) 257-1951

E-mail: [mikemudd2@uky.edu](mailto:mikemudd2@uky.edu)

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

### **3.3 Pre-Proposal Conference**

A Pre-Proposal Conference will be held on Tuesday **July 21, 2009** @ the Construction Manager's, Turner Construction's jobsite trailer conference room **10:00 AM**. Turner Construction trailer conference room, 1000 S. Limestone Street, Lexington, KY 40506, located at the University of Kentucky Patient Care Facility site. Parking is available at the UK Hospital (parking structure #8) located on S. Limestone Street across from the existing hospital. For directions and parking area please see the following website and/or call (859) 323-0395. This conference provides Offerors an opportunity for oral questions and to visit the job site.

<http://www.ukhealthcare.uky.edu/patient/parking.htm>

The following items should be noted in reference to the Pre-Proposal Conference:

- Attendance at the Pre-Proposal Conference is optional.
- Note: No transcript or report of Pre-Proposal Conference will be provided.
- Offerors are encouraged to submit written questions before the Conference but no later than the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them available to all Offerors (via addendum). The questions and answers will be made part of the RFP. Oral answers given at the conference are not binding.

### **3.4 Offeror Presentations**

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee.

### **3.5 Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

Plans, Specifications and Official Bid documents are no longer available from the University of Kentucky, Capital Construction Procurement Division. The University and Lynn Imaging have an agreement for duplicating and distribution services for University construction projects. Plans, Specifications and Official Bid Documents are available from:

Lynn Imaging  
Attn: Dawn George-Ratcliffe  
328 Old Vine Street  
Lexington Kentucky 40507  
Phone (859) 255-1021

Fax (859) 233-1558

In addition, Lynn Imaging and the University have a web site at: [www.ukplanroom.com](http://www.ukplanroom.com) where plans can be ordered.

Payments for Plans, Specifications and Official Bid Documents must be made to Lynn Imaging before a set of documents will be issued.

A complete set of **Plans, Specifications and Official Bid Documents are available for \$3,900.00 each.**

**An electronic version of the Plans, Specifications and Official Bid Documents are available on DVD for \$50.00 each.**

Notes: **Contractors that receive plans and specifications from other sources than Lynn Imaging must request a "Form of Proposal" from the University's Purchasing Representative to be registered as plan holders and to receive addendums.**

Potential Contractors must identify the position of their firm as a prime bidder, miscellaneous subcontractor, material supplier or other when ordering of picking up Plans and Specifications.

### **3.6 Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the Transmittal Letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

**Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

### **3.7 Proposal Submission and Deadline**

Offeror must provide one (1) electronic copy on compact disk and ten (10) printed copies of each technical proposal under a sealed cover and one (1) electronic copy on compact disk and ten (10) printed copies financial proposals under separate sealed cover, prior to 3:00 P.M. Lexington, KY time on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Offeror Communication.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.

The University of Kentucky accepts deliveries of RFP's Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, RFP's must be received by 3:00 pm Lexington Kentucky time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the

Offeror on the face of the envelope. The technical proposal shall be submitted in a sealed envelope under separate cover and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information", and the other, "Financial Proposal".

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.8 Addenda**

Any addenda or instructions issued by the Purchasing Agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.9 Disclosure of Offeror's Response**

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.10 Restrictions on Communications with University Staff**

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

### **3.11 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. The University of Kentucky will provide no reimbursement for such costs.

### **3.12 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

### **3.13 Alternates**

Offerors shall submit alternate proposals. Reference Section 8 for Alternate pricing breakout.

### **3.14 Questions**

Anyone wishing to discuss specific items is requested to submit the items in writing to Mike Mudd, Capital Construction Procurement, no later than **July 24, 2009** via fax to 859-257-1951, or email: [MikeMudd2@uky.edu](mailto:MikeMudd2@uky.edu) and/or [R.Austin@uky.edu](mailto:R.Austin@uky.edu). We'd appreciate submission of questions as early as possible, before the Pre-Proposal Conference; the interaction for response/reaction will be more timely.

### **3.15 Section Titles in the RFP**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

### **3.16 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

### **3.17 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Office, signed by the Offeror. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

**Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Please provide a brief narrative describing the history of your company. Identify the ownership of your company.
2. Please provide the Offerors qualifications for performing the work described in this RFP, including specification requirements.
3. Provide information and references on your past experience working in hospitals of this or similar size.
4. Describe your personnel and/or subcontractors to support the **Auditorium AV System** in the future. Who will be the Project Manager for this work? Please provide the Project Manager and onsite foremen qualifications for performing the work described in this RFP.
5. Offerors must agree that the University shall be able to reproduce any associated training manuals, materials, etc. which are provided as part of the training/maintaining system offered to the University staff.

We've inserted, under volume 1A, a "Determination of Responsibility" form utilized in other pricing proposal that may or may not aid in defining your company.

#### **4.6 Criteria 2 – Services Defined**

1. Provide a brief narrative explaining how your company will accomplish the services described in this RFP, including number and type of staff (engineering, project management, etc.). In the narrative, please describe each phase of the work, (design, equipment selection, installation, training and after warranty service).
2. Identify the major equipment/materials that will be used in the performance of the scope of work defined in this RFP. Provide product information on the equipment that is being proposed.

3. Provide information on the upgrade/enhancement capabilities of the systems, each of its components and the ways in which the components are integrated. Also provide information on the scalability of the systems and each of its components.

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. **All financial information must be submitted in a sealed envelope under separate cover.**

#### **4.8 Criteria 4- Evidence of Successful Performance and Implementation Schedule**

1. Provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP and to meet the schedule included in the documents. Include manpower schedule.

#### **4.9 Criteria 5-Other Additional Information**

1. Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

## 5.0 **EVALUATION CRITERIA PROCESS**

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

### **Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

### **Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

## **6.0 Terms and Conditions**

### **Documents under Volume 1B of 7**

- 6.0.1 The General Conditions
- 6.0.2 Special Conditions
- 6.0.3 Sample Form of Contract
- 6.0.4 Performance Bond, Payment Bond and Affidavit
- 6.0.5 Attachment "A" Sample Additional Provisions
- 6.0.6 Attachment "B" Percentage Markup Change Order Pricing
- 6.0.7 Attachment "D" Project Safety Program dated 2/4/08
- 6.0.8 Attachment "E" CCIP Manual
- 6.0.9 Attachment "F" Accounting Procedures
- 6.0.10 Attachment "G" Project Schedule
- 6.0.11 Attachment "H" Building Information Modeling/Coordination
- 6.0.12 Attachment "I" Commissioning Plan & Scope
- 6.0.13 Attachment "J" BP-6 Pre-Purchased MEP Equipment, Installing Trade Contractor Scope
- 6.0.14 Attachment "K" Temporary Heat Spec & Scope
- 6.0.15 Attachment "L" HC Nutting Geotechnical Report
- 6.0.16 Attachment "M" Moisture Control Plan
- 6.0.17 Attachment "N" Owner Furnished Equipment Matrix

## **6.1 Bonding**

Offerors shall submit a bid guarantee (bid bond or certified check) of not less than five (5%) percent of the amount of the base bid plus alternates.

Refer to Section 8.2 for add pricing for performance and payment bond (not to be included in base bid).

## **6.2 Kentucky Sales and or Use Tax**

Prime Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

## **6.3 Additions, Deletions or Contract Changes**

The University of Kentucky reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

## **6.4 Competitive Negotiation**

Under this Request for Proposal (RFP) the University may enter into competitive negotiation as provided by KRS45A182, Section 1d & 1d.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Agency. All information-received prior to the cut-off time will be considered part of the Offeror's Best and Final offer.

The University also, reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Proposal for competitive negotiations shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract award to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the University and Commonwealth, price and the evaluation factors set forth in this RFP considered.

#### **6.5 Appearance before Committee**

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

#### **6.6 Acceptance or Rejection and Award of Proposal**

The University of Kentucky reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

#### **6.7 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

#### **6.8 Rejection**

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- An offer imposing conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Proposals received after the closing date and time specified in the RFP.

#### **6.9 Minority Business Enterprise Participation**

The University of Kentucky is committed to increasing the participation of minority business enterprises in construction and renovation projects, and encourages the use of minority subcontractors and material suppliers. All Contractors should make an effort to locate and use minority business enterprises in bidding this project. For assistance in identifying minority vendors and subcontractors, the Design/Builders may contact the Kentucky Office of Minority Business Enterprises, 2329 Capitol Plaza Tower, Frankfort, Kentucky 40601, Telephone No. (502) 564-2064 and Louisville Minority Business Development Center, 611 W. Main Street, Louisville, Kentucky 40202, ATTN: Mr. Darnell Jackson. Reference Form of Proposal Supplemental Information in Volume 1A of 7.

#### **6.10 Method Of Award**

It is the intent of the University to award a contract to the qualified Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

## **7 Scope of Services**

The terms “Sub-contractor”, “Trade contractor” & “Contractor” will be used interchangeably throughout the contract documents. A Sub-contractor, Trade contractor or contractor has a contract with Turner Construction Company, the Construction Manager. This Trade Contractor is responsible for all contract documents (specifications, drawings, addendums and scope of work). In the event of a conflict, this scope of work takes precedence.

The scope of work in this Trade Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents. All work will be completed in accordance with local codes and ordinances. This work shall include but not be limited to the following (See Section E for details).

- Auditorium Audio and Video Systems

### **7.1 PART 1 – WORK INCLUDED**

The following information is intended to clarify and or further define the scope of work included in the bid documents. This shall not be construed as the entire scope of work for this work category. All work described or indicated in the respective specification sections or divisions listed shall be included, except as specifically excluded herein.

1. This Trade Contractor is responsible for all work required to provide turnkey, complete, and operational systems in accordance with the Contract Documents.
2. The General Building Permit will be provided by others. Obtain all required permits to complete this scope of work including permits required for work on city sidewalks, curbs, and streets. Furnish copies of all permits to the Construction Manager.
3. All guardrail, perimeter rail, tie-off connections, or any other material/equipment necessary to perform this contract safely is included in this contract.
4. All unloading, distribution, staging, hoisting, rigging, scaffolding, platforms, ladders, planking, guying, sheeting, shoring, dewatering, bracing, transportation, access for material, equipment and personnel required to perform this work is included in this contract.
5. All engineering and layout to complete this scope of work is included in this contract including protection of reference points and replacement of such points that are lost or damaged during the execution of this work. The Trade Contractor is responsible for all lines, elevations, and measurements executed under this contract. The Trade Contractor shall layout and establish all lines and elevations required for this work. The Trade Contractor shall verify figures and dimensions shown on the drawings or indicated in the approved shop drawings before laying out the work. Verify conditions and dimensions of previously installed work. Report any perceived inconsistency or error in drawings, layout, or previously installed work to the Construction Manager prior to proceeding with the work. Trade Contractor will remove all their layout lines from the finished concrete floor, after installation of seating has been completed.
6. All work of this Trade Contractor shall be properly coordinated with the Lexington Fayette Urban county Government (LFUCG), University of Kentucky, and any other authorities having jurisdiction inclusive of premium time for night work required by said authorities.

7. This Trade Contractor will coordinate seating installation with locations of all recessed floor boxes shown on the drawings, as furnished and installed by the Electrical Trade Contractor.
8. Without limiting this Scope of Work indicated in the Contract Documents the following Specifications generally outline the work and as indicated on the BP-6 documents and as described below:

## **DIVISION 0 PROCUREMENT & CONTRACTING REQUIREMENTS (ALL SECTIONS)**

### **DIVISION 1 GENERAL REQUIREMENTS (ALL SECTIONS)**

- This Trade Contractor is required to sign Turner form 36 subcontract agreement included in the scope of work manual, which takes precedence over the General & Special Conditions
- Refer to section "F GENERAL WORK REQUIREMENTS" for scope of work items noted included within this section "E WORK INCLUDED". Brief listing, provide (and/or furnish & install, maintain, remove) as indicated:
  - Cleanup provisions
  - Parking options
  - TC-22 & TC-23, **TC-43** building control line requirements
  - TC-28 "Safeway" scaffold stairs
  - TC-22, TC-23, TC-25 & TC-28, **TC-43** gang ladders
  - TC-22, TC-23, TC-25, TC-26, TC-28, TC-31 & **TC-43, TC-52** safety rail protection system
  - TC-22, TC-28 & **TC-52** temporary fire extinguishers
  - **TC-46** elevator operator for construction use of permanent elevator(s)
  - TC-25 & TC-33 perimeter protection safety netting CCC connector
  - TC-22, TC-23 & TC-25 tower crane usage and other trade contractors as may be applicable
  - TC-22, TC-28 & **TC-46** project site dumpsters
  - TC-28 & **TC-46** project trash cans
  - TC-28 & **TC-46** project trash carts
  - TC-22 & **TC-46** project temporary toilets
  - TC-22 & TC-23, **TC-46** concrete washout pits
  - TC-22 & **TC-43, BP-6** building dewatering
  - **TC-28 & TC-46 moisture control**
  - TC-22 & **TC-43, TC-46** General Trades site management

## **DIVISION 27 COMMUNICATIONS**

SECTION 27 0001 GENERAL REQUIREMENTS FOR COMMUNICATIONS (As related to the Auditorium Audio and Video Systems)

SECTION 27 0501 BASIC MATERIALS AND METHODS FOR COMMUNICATIONS (As related to the Auditorium Audio and Video Systems)

SECTION 27 1116 COMMUNICATIONS CABINETS, RACKS, FRAMES AND ENCLOSURES (As related to the Auditorium Audio and Video Systems)

## SECTION 27 4100 AUDIO AND VIDEO SYSTEMS

## SECTION 27 4101 AUDIO AND VIDEO CABLING

## SECTION 27 4102 AUDIO AND VIDEO SYSTEMS PLATES AND PANELS

1. This Trade Contractor is also responsible for trade specifications **not specifically listed** above but required by reference in the listed specifications or as required to perform the scope of work described herein, as well as the Division 0 and Division 1 specifications and the use of the Construction Documents as a whole.
2. The documents show some work of other bid packages (BP#3B, 4, 4A, 5, etc.). **BP#6.01, 6.02, 6.06 and 6.08** are included in this scope unless otherwise specified in this scope of work. BP#5 drawings are included for reference and appear as original drawing issue labeled as number "CD-1" dated "3.18.08" and described as "Bid Package 5 / Permit Set. BP#6 work must be coordinated with other bid packages as indicated in the document and project schedule. Bid Packages #6.03, 6.04 etc. may be bid at a later date.
3. Condoc keynote legend (BP-6 Condoc keynote drawing release letter 'D') will dictate your scope of work unless noted otherwise.
4. This contractor shall provide COMMUNICATIONS CABINETS, RACKS, FRAMES AND ENCLOSURES as related to the Auditorium Audio and Video Systems as shown on the Contract Documents and in accordance with specification sections 27 1116, 27 0001 and 27 0501 .
5. This contractor shall provide AUDIO AND VIDEO SYSTEMS as shown on the Contract Documents and in accordance with specification sections 27 4100, 27 0001 and 27 0501. The software is owner provided. Refer to specifications for commissioning.
6. This contractor shall provide AUDIO AND VIDEO CABLING as shown on the Contract Documents and in accordance with specification sections 27 4101, 27 0001 and 27 0501.
7. This contractor shall provide AUDIO AND VIDEO SYSTEMS PLATES AND PANELS as shown on the Contract Documents and in accordance with specification sections 27 4102, 27 0001 and 27 0501.
8. This Trade Contractor shall provide all necessary supervision, engineering, coordination, submittals, factory inspections and testing, quality control, freight, labor, labor premium and overtime, materials, accessories, tools and equipment for a complete and functioning **Auditorium AV system**. The following items are not intended to be an all-inclusive listing of the work required but shall merely highlight and/or clarify specific items of this scope. The work shall include, but not be limited to:
  - a. All Auditorium AV system work required complying with all the general, products, and execution requirements including all communications cable, system start-up, testing, tuning, maintenance, and training.
  - b. This Contractor will furnish any access doors required, if not architecturally indicated on documents, for access through architectural construction to install, service, inspect, and maintain the AV systems. Fire ratings of doors must meet or exceed the ratings of contiguous construction, and must be consistent with the architectural finish of the area in which they are installed. Locations of access doors must be approved by the Architect prior to installation. Installation of the doors will be by others.

- c. This Contractor will include all fire-safing required for the installation of his work. Contractors will also be required to install fire-safing mock-ups of each type of penetration being used, in a location to be determined by Turner. The appropriate manufacturer's literature and UL data will be posted on the wall adjacent to the penetration. This mock-up will be used as a quality benchmark for permanent installation. Removal of the mock-up at the end of the job will be by others.
  - d. This Contractor will provide all supports for his work except for those specific pieces called out, located, and sized on the Structural series of drawings. This Contractor is also required to furnish and install all concrete pads, curbs, and bases required for his work. Please note mix design submittals will be required in accordance with the general requirements of the specifications.
9. The contract price shall not be altered for any work that could have been **reasonably inferred** from the Contract Documents. The following items are listed as examples of the intent of this statement, but is not limited to these items alone:
- a. Variations to avoid interference and obstructions.
  - b. Providing all AV system components and services usually supplied with a specific system.
  - c. The providing of all necessary AV system equipment and appurtenances, whether shown or not, for a complete operating system in strict code compliance based on equipment and fixtures indicated on the Contract Documents.
  - d. Testing performed in accordance with the requirements of the Contract Documents to meet the needs of the construction schedule and to not delay the work of other trades.
10. This Trade Contractor is required to label and identify all piping and components associated with this contract as required by the design documents.
11. There should be no equipment or components above ceilings in the Auditorium or Sanctuary which require maintenance or other access.

## 7.2 PART 2 – GENERAL WORK REQUIREMENTS

1. All Trade Contractors shall provide full time **supervision** while its forces are working on this Project. The Trade Contractors' jobsite supervision shall be experienced in his trade and be capable and have authority to make decisions regarding costs, manpower, and schedule. The Trade Contractors shall obtain the approval of the Construction Manager of his job management personnel prior to their assignment to the Project. Trade Contractors' supervision and management personnel shall not be changed without prior approval of the Owner or Construction Manager.
2. All Trade Contractors are responsible for all **dewatering and/or snow removal** required executing the work of their respective scopes. Remove by pumping or other means water accumulated in excavation until earthwork operations are complete to maintain a stable excavation and undisturbed subgrade at all times, and to allow construction to precede in-the-dry. All dewatering shall be performed at the Trade Contractors' expense.

Reference F.73, TC-22 has podium building basement level dewatering responsibilities tentatively until installation of 5<sup>th</sup> floor temporary roofing by TC-31, E.17 and TC-28 E. 21; TC-28 General Trades is to maintain upper podium levels per (BP-5 addendum 3) Moisture Control plan attachment 'L' until no longer required. TC-41 Elevators is

responsible for any dewatering associated with “jack holes” and site access as applicable. TC-46 General Trades is to maintain Tower levels, east connector, limestone bridge and lobby, pedway per BP-6 Moisture Control plan attachment ‘M’ until no longer required. TC-43 Concrete trade contractor has Lobby2/pedway dewatering responsibilities through assembly of work.

3. Reference the **site logistics** plans for access roadways and a staging area for use by all Trade Contractors. Any additional roads, grading, and or staging areas required beyond what is indicated will be the responsibility of the Trade Contractor requiring it and all costs included in the proposal amount.
4. **Storage** of bulk amounts of materials and equipment is restricted due to limited space on the jobsite and within the limitations of the staging area. Trade Contractors must schedule and cycle no more material than can be installed in-place within a one-week or less period. Moving of materials stored inside the staging areas will be necessary and the Trade Contractors shall promptly respond to any request from the Construction Manager to move material. Trade Contractors shall include required costs for off-site storage and any additional handling of materials involved with offsite storage. Topsoil and all spoils must also be stored off site.
5. **Fuel storage** on site is restricted and fueling procedures must comply with applicable regulations, Project Safety Plan and receive the Construction Managers approval. No gasoline or diesel powered equipment will be operated inside enclosed building areas
6. **Access** to/from the existing Hospital by the public, ambulances, and hospital staff is to be maintained at all times. Fire department access must also be maintained around the hospital during construction. It shall be the responsibility of the Trade Contractors to ensure that all road entrances, exits, fire lanes, building entrances, loading docks, etc. are not blocked by the progress of its work, its deliverymen or contractors in their employ. This is inclusive of providing temporary access and protection including, but not limited to temporary roads, walks, tunnels, overhead protection, barricades, signage, etc. Temporary provisions are to be in accordance with UK standards. This access and protection shall be to the satisfaction of the Construction Manager.
7. The Limestone St, **entrance/exit** to Ag Science Dr will be used as the main construction entrance/exit **until 5/1/10**. This intersection is restricted to a northbound exit only. No through construction traffic is permitted in front of the existing UK or VA hospitals and parking garages. These areas are restricted to only traffic required to complete the work in these areas. Pending other arrangements construction site access will change to Cooper/University/Hospital drive with development of the south site and owner occupancy of the ground level podium. Refer to the project schedule.
8. Trade Contractors are to provide all **street permits**, bonds, police details, flagman, off-duty police, street/lane closure permits, traffic control, and barricades as required to complete the work. This includes deliveries of material. Roadways and driveways may not be blocked without prior approval. Furnish copies of all permits to the Construction Manager.
9. Trade Contractors shall not order or **consign** materials for the project in the name of the Owner, Architect or Turner. Turner Reserves the right to reject all such shipments received in this manner. Deliveries must be coordinated with the Construction Manager a minimum of (48) hours prior to receipt on site. Any material deliveries without notice will be given access on an “as available” basis. Also reference Turner’s standard subcontractor contract 36 article VI.

10. Trade Contractors are responsible to **protect all adjacent properties** and structures as required to execute the work. Trade Contractors will be responsible for immediately replacing/repairing any damage to existing utilities and existing structures in or outside of the building limits caused by the trade contractor's workforce.
11. It is the responsibility of the Trade Contractors to contact the local utility locating service and have all **utilities located prior** to starting any digging or excavation. The Trade Contractors should also contact the Owner (UK), through the Construction Manager, and have all UK owned utilities located as well. Provide third party locating facility for all onsite excavations as well at trade contractor's expense on all onsite excavations. The Trade Contractors **must** verify existing underground utilities via additional vacuum excavations and machine/hand excavations. If unknown utilities are discovered, they must be reported to the Construction Manager immediately and followed up within 24 hours in writing who will in turn investigate with the assistance of the Engineer and Owner. The Trade Contractors shall clearly identify all discrepancies on as-built drawings with profiles.
12. This project is in and around an existing hospital & University. **Utilities or services** to the Owner's facilities (and surrounding facilities) must be protected and maintained 100% of the time when possible (as determined by the Owner, Consultant, or Construction Manager). All costs associated with the work required to maintain service shall be the responsibility of the Trade Contractor performing the associated work. Trade Contractors are responsible to immediately repair any utility damaged or disrupted during the course of its work whether the utility be known or unknown. If the utility is unknown, the Trade Contractor(s) making the repair will be compensated for the work. If the utility is known, the Trade Contractor(s) is responsible and liable for any and all costs of repairs. Failure to immediately repair damaged utilities per the requirements of the utility Owner will result in the work being performed by others at the Trade Contractor's expense. Repair work shall begin immediately and be continuous (24/7) until the service is restored. All costs associated with this work to repair known utilities are the responsibility of the Trade Contractor. If unknown utilities are discovered, they must be reported to the Construction Manager in writing who will in turn investigate with the assistance of the Engineer and Owner.
13. The Contract Documents require **utilities** to be removed, modified, and/or relocated. This work must be arranged for and paid for by the associated Trade Contractor (i.e. the Electrical Contractor will contact, arrange, and pay for all Kentucky Utility Work and the Mechanical Contractor will contact, arrange, and pay for all Kentucky American Water Company work, etc.). This requirement will also apply to UK owned utilities. All Trade Contractors are required to work around utility work that must be performed by a utility Company (regardless who is paying for the Work) to the greatest extent possible. Schedule relief will not be permitted for this work.
14. All Trade Contractors must submit an **Outage Request Log** for all anticipated utility outages within 10 days of Contract Award. Submit individual Outage Requests a minimum of 2 weeks prior to the requested outage. Major outages may require more coordination, and must be submitted 6- 8 weeks in advance. Trade Contractors should coordinate with each other to avoid duplicating Outage requests. Include the costs for premium labor for cut-ins, switchovers and other operations requiring interruption to the daily operation of the Project Site as well as the Owner's adjacent facilities.
15. It is the responsibility of each Trade Contractor to make certain that all of its Work performed under the Construction Contract is **in accordance with** all applicable laws,

- statutes, ordinances, codes, and regulations. Trade Contractors shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority with jurisdiction over the performance of the Work. Contractor shall promptly pay all fees, taxes, deposits, charges, penalties, or interest that may be claimed against or paid by Owner/Construction Manager due to any failure to comply with any such laws, statutes, ordinances, codes, or regulations (including those pertaining to permits, licenses, or notices). Contractor shall comply with all applicable provisions of the Clean Water Act and any applicable Trench Safety Excavation Statutes. This shall include any and all professional engineering fees required
16. Trade Contractors must provide all **necessary** fasteners, supports, and attachments for the installation of their own work. Trade Contractors must submit to the Construction Manager for approval by the A/E, the means and methods in which they plan on attaching hanger/supports to concrete decks.
  17. Trade Contractors must provide any and all **fire stopping and/or joint sealants** required for the scope of their work (Unless otherwise noted) including but not limited to penetrations, slab edge conditions, adjoining surfaces, etc. To the satisfaction of the governing authority, the drawings, and specifications.
  18. Trade Contractors are responsible for the layout and installation of all **sleeves** required for its work, including of supervision and participation in the concrete placement process. Provide sleeve installation drawings for approval. Include in these drawings size, quantity and location of all sleeves. The installation of the sleeves and penetrations shall be **coordinated** with the other contractors. Trade Contractors will be responsible for any coring, cutting, patching, or supports required for the installation of its work. Any missed sleeves shall be cored upon the approval of the Structural Engineer. Any and all associated costs, including design fees shall be borne by the Trade Contractor requiring the penetration.
  19. Trade Contractors shall furnish any and all items **embedded** in concrete required for its work to the Contractor placing the concrete. This is inclusive of furnishing a detailed and dimensioned layout drawing. The Trade Contractor requiring the embedment shall also verify placement of the embedment's prior to the placement of concrete. Failure to verify placement is at the requiring Trade Contractor's risk. The Trade Contractor placing the concrete shall receive, inventory, and install the supplied embeds. This is inclusive of removing nails, cleaning off concrete splatter, etc. and leave embeds in a condition ready to for attachment of the subsequent work. TC-41 Elevator contractor shall place all elevator control room floor embeds/boxouts.
  20. Trade Contractors requiring **block-outs** or openings in concrete structures are required to submit detailed and dimensioned layout drawings to the Construction Manager for use by the concrete contractor within 21 days prior or sooner to trade requiring information if required to maintain the project schedule. The Trade Contractors requiring the blockouts are required to inspect the work prior to concrete placement. Failure to verify the blockouts prior to concrete placement is at the risk of the requiring contractor.
  21. Trade Contractors shall be responsible for the **paint/primer** touch up of steel and/or patching of any concrete as the result of the attachment of the clips, hangers, supports, and any other similar items required by the performance of the Work.
  22. Trade Contractors must employ the proper trades and provide **composite crews** if necessary to perform this Scope of Work and to avoid jurisdictional disputes.

23. Trade Contractors will comply with all requirements of the Contract Documents as to **Contract Close-Out, including**, but not limited to, Operation and Maintenance data, system training, and project record documents. O&M Manuals, training schedules and preliminary as-builts are due to the CM prior to 70% trade contractor complete progress billing. The Trade Contractor will be required to submit a form that certifies that all systems, equipment, firestopping comments and incorporated products furnished by the Trade Contractor are complete and operational for the purpose for which the system or product were intended. Each Trade Contractor is responsible to video all start up and training. This video must be submitted to the Construction Manager as part of the Contract Closeout Documents.
24. Trade Contractors shall maintain, at the site of the Work, **as-built drawings**, which will be updated on a weekly basis showing actual installation and all changes in the Work. These drawings will be legibly identified as "Record Documents", with changes noted in a legible, concise and explanatory manner in red ink. The Record Documents are subject to review by the Construction Manager on a weekly basis. Any contractor not keeping a current record of the changes made to its Work on the Record Documents will be subject to having Progress Payments withheld until all changes are brought current to the satisfaction of the Construction Manager. Final As-Built Record Documents must be submitted to the Construction Manager in hard copy and electronic format. Each Trade Contractor is to supply photos to document his installed concealed underground work. As-built drawings and photos shall be reviewed by the Construction Manager prior to covering the work. Once a month each trade contractor will transfer as-built dimensional information to the construction manager's on-site as-built set of documents.
25. Trade Contractors are responsible to **survey and inspect** all substrate work performed by others prior to starting its own work. Any and all discrepancies, out of tolerance work, or otherwise unacceptable work must be reported the Construction Manager in writing prior to the start of work. The start of work indicates acceptance of the substrate material.
26. Each Trade Contractors acknowledges that his Work must be **coordinated** with the work of other trades and further agrees to coordinate his shop drawings, details, and submittals with those of other trades to ensure proper installation of all materials in accordance with the Project Schedule.
27. Each Trade Contractor shall **protect** his own Work and materials adjacent to his work until accepted by the Architect, Engineer, Construction Manager and the Owner. Trade Contractors shall be responsible for replacing, repairing, or the expense to repair, any damage caused by the performance of their Contract Work. In the event damages occur to existing work and is unidentifiable to a specific trade, all repairs and replacement costs will be distributed equally to all trades working in that area.
28. Each Trade Contractors, upon notice, shall correct all **deficiencies** in a timely manner before proceeding with the next sequence of Work. Trade Contractors shall be financially liable for any delays to the Project or other contractors due to their deficiencies or the untimely correction of their deficiencies.
29. Each Trade Contractor requiring temporary protection or **temporary heat** to complete its work in accordance with the Plans, Specifications and Project Schedule is required to provide the protection and/or heating.
30. The Electrical Contractor will provide **temporary power** and lighting as described in TC-40 or TC-65 Electrical scope of work. The TC-40 Electrical Trade Contractor will provide

120v 15 to 30 amp power for tools and equipment required by other trades. Each Trade Contractor is required to provide its own temporary power (generators) and lighting if additional is need beyond the temporary power provided by the Electrical Trade Contractor. All trades are responsible to provide power for welders. They are not permitted to be run on the temporary power provided for the work of this bid package. At no time shall the noise generated by generators be overwhelming or disruptive to University operations. Generators shall be placed to minimize noise and exhaust impacts. Electrical reference TC-40 E.21.

31. **Temporary toilets** will be provided for general use as outlined in the specific Scopes of Work. Any and all trailer water/sewer hook ups will be the sole responsibility of the Trade Contractor seeking said hook-up.
32. Each Trade contractor is to provide their own **drinking water**.
33. Obtain any and all required licenses including a **Contractor's license fee for doing business in the locale**. *Provide copies of the license to the Construction Manager.*
34. Upon request, Trade Contractors must provide the Construction Manager with field copies of latest **referenced standards**.
35. Each Trade Contractor shall submit a submittal **schedule** to The Construction Manager within 7 calendar days of Contract award. Submittal submission must begin within 14 days of Contract award or sooner if required to maintain the Project Schedule. Schedule shall include material lead times. Please note that all submittals must be sent to Turner Construction's PCF Jobsite office for review. Include the costs for any postage required. Submittals will be in accordance with the Special Conditions Article 8.
36. All Trade Contractors' Superintendents and foremen are required to have a **Nextel/Verizon** Radio/Phone compatible with the Construction Manager's system. The radio must have functioning walkie-talkie and be capable of sending and receiving group radio communications. Personal radios are prohibited on the jobsite.
37. The Contract Price shall be based on a normal forty (40) hour **workweek** i.e. first shift but may be staggered, Monday - Friday. Staggered starts are under consideration. All work to be performed for tie-ins to existing utilities/services shall be figured at a rate outside the normal (40) hour workweek. All **tie-in work** shall be scheduled with written approval and coordinated with Turner's Superintendent. Unless Turner's Project Superintendent issues written instruction/agreement otherwise, if the a contractor works beyond the eight (8) hours per day, five (5) days per week normal work period, he shall bear all added costs. Trade Contractors shall notify Turner's Project Superintendent by 12:00 PM (noon) the day before the requested overtime to allow time to make proper arrangements. Overhead and profit markup shall not be permitted on premium time costs or on shift work premiums.
38. Trade Contractors may place office or **storage trailers** on site at the Construction Manager's discretion. They will be limited to one office trailer and one "Con Box". Trailer size will in all cases be limited to a maximum of 8'x40'. The Construction Manager must approve trailer location and size prior to placement. ALL Trailers must be securely strapped down. As the work progresses it will be necessary to relocate trailers. Office and storage trailers must be relocated as required at no cost at the Construction Manager's reasonable discretion. All trailer electrical, phone and/or internet costs including installation of service, meter and power usage are the responsibility of the Trade Contractor desiring service.

Early 2009 all offices, assuming an on-site office, must be located in the basement of the project due to site space limitations. All associated costs to be borne by the respective contractor including removal and cleanup, restoration of space.

We encourage contractors to relocate/establish offices to/in the basement level as early as practical. Please note this isn't practical for initial material storage due to access. Concrete slab reshore removal could commence as early as October 2008 basement level. The basement level isn't dried-in but would be semi-protected with the slab(s) above.

Contractor offices (approximately 20'x15') will be constructed for TC-21, TC-22, TC-23, TC-24, TC-25, TC-28, TC-37, TC-38 and TC-40 at no cost to the contractor. Office space with very limited general lighting and two power receptacles would be included. It is intended that workmen could gather in a generalized open space; no additional provisions provided. Office demising walls will be metal studs and one sided 5/8 drywall. (TC-29 Add#3 is to provide 1000' with 15 doors) (TC-52 is ultimately to remove.)

39. The Construction Manager's **copier**, fax, telephones, computers and internet service are not for the use of Trade Contractors.
40. The Trade Contractors must attend all required **meetings** as follows:
  - A. The weekly Work Plan meeting for overall job coordination. Attendance is mandatory for all Trade Contractor Superintendents and foreman. All attendees must have the authority to make decisions and commitments. This meeting is currently held on Thursdays, but is subject to change.
  - B. The weekly six week look ahead planning meeting for overall job coordination. Attendance is mandatory for all Trade Contractor Project Managers. All attendees must have the authority to make decisions and commitments. This meeting is currently held on Tuesdays, but is subject to change.
  - C. Monthly Project Safety Meeting; this includes a stretch & flex program. Additional supplemental meetings will be held due to incidents, field safety violations, etc by this or other trade contractors / tiered subcontractors.
  - D. Daily Stand-up meetings (at the end of each shift). Attendance is mandatory for all Trade Contractor Superintendents and Foreman. These meetings are currently held at 3:00 pm, but are subject to change.
  - E. Bi-monthly coordination meetings/ Reverse phase schedule meetings. Attendance is mandatory for all applicable Trade Contractors (at the Construction Manager's discretion).
  - F. Separate mechanical and electrical coordination meetings will be held on the jobsite as often as required to facilitate progress of the work.
  - G. Any meeting as required by the Owner, Architect, or Construction Manager.
41. While working on-site, Trade Contractors shall fill out Construction Manager's Daily Construction Report (DCR) form & labor utilization form. These forms are to be delivered to the jobsite office by no later than 10:00 am the following business day. **Failure to perform this duty shall result in delay of payment until all reports have been received.**
42. Each contractor will be responsible for the **security** of his own stored material, trailers, work, equipment, tools, etc.
43. Project signs or **advertisements** of any nature, including trailers, shall not be installed on the jobsite or structure without written permission of Construction Manager and the Owner.

44. All Trade Contractors shall include **work made necessary** by field conditions that may not be shown in the Contract Documents but that are apparent during an inspection of the construction site. Trade Contractors must familiarize themselves with the jobsite prior to starting work.
45. **PROJECT MANAGEMENT SOFTWARE (Constructware)**
- A. All Trade Contractors will be required to have an Internet connection, a working email address (checked daily) and utilize Constructware, the University of Kentucky's web based project management system.
  - B. All Trade Contractors must attend multiple Constructware training sessions as required by The University of Kentucky in order to receive a user name and password.
  - C. All Trade Contractors will be required to utilize Constructware as required by the University and the Construction Manager. This shall include, but not be limited to: RFI's, daily communication, submittal tracking, etc.
  - D. Communication forwarded via Constructware will be binding as if sent via traditional methods.
  - E. ALL Trade Contractors will be required to submit initial and ALL "later" approved submittals and shop drawings as a scanned electronic file for Constructware. Exceptions will be at the Construction Manager's and Owner's discretion. The file format will be at the discretion of the Owner and the Construction Manager. If a Trade Contractor fails to comply with this provision, they will be responsible for all costs incurred by the Construction Manager to have said drawings and submittals scanned. Refer to Special Conditions for additional detail.
46. **CLEAN UP**
- A. Trade Contractors are responsible to perform clean up on a continuous basis. This cleaning shall at no time be less than once per day. Each and every work area must have all trash, debris & scrap removed and properly disposed of, all materials neatly stacked and the floor broom swept on a daily basis. Each Trade Contractor is required to maintain sufficient brooms, shovels and sweeping compound on site to keep his work area clean. If daily cleanup and rubbish removal are not performed to the satisfaction of Turner Construction, cleanup and rubbish removal will be performed by others and all costs will be backcharged to the at fault Trade Contractor's contract. Trade Contractors agree that they will provide dedicated labor at the end of each day to provide cleanup of the Trade Contractor's work areas. Cleanup operations shall not 'wait' until end of the week. Trade Contractors will include all costs for daily cleanup in the contract price.
  - B. At no time shall the streets, building, or areas that surround the work be in a disorderly or dirty condition.
  - C. All private and public paved roadways, parking areas, service roads, etc., are to be kept free of excavated materials, mud, debris, etc., resulting from equipment or vehicles performing the work of this Contract, in compliance with local city Ordinances. All Trade Contractors are responsible to include in their contract price dust and mud control, traffic control and roadway cleaning. All Trade Contractors are responsible to clean streets of any debris or spillage of any material as a result of the performance of their work as directed by Turner Construction. Scraping streets 'clean' with a backhoe is not acceptable debris control. All street cleaning conducted must be swept clean in addition to scraping up of large debris. All paved areas are to be kept "broom clean" at all times. Failure to do so may result in serious fines imposed on each violating Trade contractor. Any charges directed at Turner Construction by others, due to the fact that this procedure is not being implemented,

will be backcharged to the offending Trade Contractor. Dust control measures shall be provided by all trade contractors as necessary for their work.

- D. Burning of trash is NOT permitted.
- E. Dumpsters will be provided for general construction debris only in accordance with the published Scopes of Work. Locations for construction debris will be coordinated with Turner Construction. All crating materials must be disassembled and/or flattened prior to placement in dumpsters. All demolished items must be removed in dumpsters or trucks provided by the contractor removing the items. Any materials that require special care and/or disposal shall remain the contractor's obligation to dispose of.
- F. Trash receptacles will be furnished for trash & refuse throughout the building and site as outlined in the specific scopes of work. These receptacles are not for construction debris, packing materials, cartons, pallets, scrap, etc.
- G. It is each Trade Contractor's responsibility to place refuse and debris resulting from their operations in the refuse containers or dumpsters on a daily and continuous basis.
- H. It is the responsibility of the Trade Contractors to coordinate the clean-up effort, including removal of non-identifiable items such as lunch wrappers, cans, plastic bottles, etc.
- I. Each Trade Contractor shall include providing up to 1.5% of their onsite work force for contribution to a composite cleanup crew for general building cleaning. Work clean-up shall be scheduled and directed with man-hours recorded by the Construction Manager. This clean-up is unidentifiable and broom sweeping. Each Trade Contractor is still responsible for trash and debris associated with their work. Each Trade Contractor is responsible for transporting (including all necessary equipment) their trash and debris to an onsite ground level dumpster provided by others. Each Trade Contractor is responsible to clean-up their debris surround the dumpster.
- J. All Trade Contractors are required to perform a final cleaning of its work and the jobsite.
- K. Each Trade Contractor shall be responsible for disposal of their construction debris (from "Mobile trash carts" emptied) into the site dumpster.

#### 47. INSPECTIONS

- A. The Trade Contractors shall coordinate, in a timely manner, all city, county, state, or other inspections as required for the completion of its Work in accordance with the Project Schedule.
- B. The Trade Contractors shall cooperate with and include the costs of all labor and materials required to assist the Owner's testing/inspection agency with inspections and gathering of samples and assistance in access to the specific locations of tests/inspections, and demonstrations. Initial costs for testing laboratory shall be by others if so noted in documents. Costs for re-test due to noncompliance shall be borne by the offending Trade Contractor. A minimum of 24 hours notice must be given to the testing agency for testing required during normal working hours. If testing is required on weekends, 48 hours notice is required. Reference specification (section 01 4000 1.2 Responsibilities) for limits of owner testing. All other testing is the requirement of the respective trade contractor.
- C. Coordinate with the Owner's Testing/Inspection Agency. Reference specification (section 01 4000 1.2 Responsibilities) for limits of owner testing.

- D. The Trade Contractors will cooperate with and demonstrate system operation and safety compliance with the local building and fire inspectors as needed and required for building occupancy. All associated costs, inclusive of after-hours inspections, are the responsibility of the Trade Contractor installing the system.
48. All demolished items specified to be **salvaged** must be removed and secured without damage. The Trade Contractors must coordinate and deliver to the Owner per the Construction Manager's direction. Multiple handling may be required and must be performed at no additional cost.
49. **INFECTION CONTROL**
- A. Trade Contractors must comply with the Owner's infection control requirements as follows:  
Infection control for any healthcare construction project requires coordination among all parties—the Construction Manager, Trade Contractors, and Owners. Accurate, timely, written communication is critical to the process, and it is essential that no phase of the construction process proceed until the agreed upon measures are in place, regardless of assigned responsibility.
- B. IC Measures to be taken by Trade Contractors  
The Trade Contractors must notify the Construction Manager in writing at least three weeks prior to the start of any work that generates dust that could migrate to the existing hospital facility or its air intakes. These activities, include, but are not limited to: demolition, excavation, saw cutting, etc. This notification is required for the hospital to properly prepare and take the applicable infection control measures not assigned in this document. The notification will include the method of demolition/construction, time frame (start date and time and duration), and times of active demolition/construction. Water must be used during the demolition/construction process to control the dust generated.
- C. IC Measures to be Taken By Owner  
The owner's representatives—including Infection Control, Hospital Safety, Facilities Planning, and other interested parties—may implement additional infection control precautions, if deemed necessary, based on method of demolition and other known risks and hazards.
50. **USE OF PREMISES – PARKING & TRANSPORTATION:**
- A. Contractor **parking** is NOT permitted on the job site or on the University of Kentucky Campus. Exception: **The upper two levels of the University of Kentucky Parking Structure#8 (Westside of Limestone Street) will be made available for contractor parking; the current cost is \$31/mo per vehicle.** Note parking garages have (height) limitations. It is the Trade Contractors' responsibility to arrange and pay for any and all required off-site parking.
- The upper two levels of parking are limited to 450 available spaces. The construction manager has been assigned to control authorization of spaces with the trade contractors. We don't anticipate this to be an issue until March 2009 through August 2010. All contractor parking in this structure #8 will be truncated after January 2011.
- Trade contractors may be asked to obtain other means of work force vehicle parking. By ratio this other means could be upward of 30% of the work force. Understand that this is all based on monthly projections.

- Red Mile is a current option. Trade contractors are responsible for associated cost.
- B. Transportation to and from off-site parking locations and the jobsite is the responsibility of the Trade Contractors.
  - C. Construction site space is extremely limited; therefore, Contractor “work/tool trucks or other “company” vehicle related” parking within the confines of the construction stage perimeter fencing is not guaranteed and will be available at the sole discretion of the Construction Manager.
  - D. Any and all parking permitting costs or parking violations shall be borne by the Trade Contractors.
  - E. No Trade Contractor parking is permitted within the confines of the Construction Manager / Architect / Owner office space.
  - F. Vehicles not permitted to be within the construction or trailer compound fence will be towed at the Owner’s expense without warning.
51. USE OF PREMISES CAMPUS/HOSPITAL:
- A. Trade Contractors are expressly forbidden to enter existing campus & Hospital buildings except for specific construction purposes. Restrooms, drinking fountains, vending machines, gift shop and food service areas are NOT for Contractor use.
  - B. Any contractor requiring Hospital Access must purchase a security badge as defined in Article 27 of the Special Conditions.
  - C. Trade Contractor Communications with Hospital/University Staff, Faculty and students is strictly forbidden.
  - D. “Catcalling” or otherwise harassing Hospital/University Staff, Faculty, Students, or the general public is strictly forbidden. Noncompliance with this provision is grounds for immediate dismissal from the jobsite. Additionally, the tradesperson and Trade Contractor may be subject to legal action.
52. All Trade Contractors must fully comply with the Construction Manager’s **Safety Plan** (included in this manual as attachment ‘D’), and all federal, state, and local safety ordinances. The Trade Contractor must also submit a formal written project specific safety plan that is complimentary to the **Construction Manager’s Safety Plan**. In addition, all Trade Contractors shall provide a competent safety person to monitor all aspects of the Trade Contractors’ work in accordance with the Safety Plan. All workers must go through Safety Orientation prior to commencing work. Safety Orientations will be held daily from 7:00 am to 7:30 am (pending staggered shift(s)) in the Turner jobsite office. All Trade Contractor “Principals” are required to attend a monthly safety jobsite walkthrough at the Construction Manager’s discretion. For “Drug testing”, refer to Turner safety program.
53. Maintenance of the **Perimeter fencing** will be performed by separate Trade Contractors consecutively (refer to scopes of work) throughout the life of the project. If any portion of fence or barricade needs to be removed by a contractor while performing his scheduled work in a specific area, it shall solely be that contractor’s responsibility to remove, maintain and replace any/all of the fences or barricades to their original condition, immediately after finishing his work or at the end of the work day, whichever is necessary and appropriate. In the event Contractor fails to comply with this provision the Contractor shall bear all costs, liability, and damages, without limitation, arising from his negligence. This includes at the Construction Manager’s sole discretion and without notice to the Trade Contractor any and all costs associated with the Trade Contractors failure to comply with this provision.

Project site fencing: Limestone site entry will tentatively transition to Hospital Drive 4/1/10 through project completion. Transition site fence 6/1/10 for opening of ground

level ED and construction use enclosure of the new loading. Tentatively erect site construction fencing of Lobby 7/1/10. Garage (structure #8) site enclosure will be in conjunction with the start of bridge foundations. Wethington site work tentatively 3/15/10-8/15/10.

54. All trenches or other **work outside of a stage perimeter** must be protected by an 8' tall chain link fence that complies with UK requirements. It is the responsibility of the Trade Contractor performing work outside of the stage perimeter to supply, install, and remove this fence. Fence shall have green screening. This requirement is inclusive of restoring the site to previous condition.
55. Maintain any open **trenches** 24HRS per day / 7 DAYS per week per OSHA standards. All excavations, regardless of depth, must be barricaded with orange fencing located 6 foot back from edge. Inspect all open trenches a minimum of 3 times daily (morning, midday, and afternoon/night prior to end of shift). Provide signed-off inspection checklist to Construction Manager daily. Provide a 24/7 on-call representative for immediate response to emergency corrections/maintenance as needed.

56. **CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP)**

The project will incorporate a Contractor Controlled Insurance Program (CCIP) as described in the CCIP Manual included in the Project Manual. The Lump Sum Base Bid amount should **not** include on-site worker's compensation costs, commercial general liability, or excess liability costs for this work, in accordance with the CCIP Manual. Trade Contractors are responsible for & must provide evidence of automobile insurance and offsite general liability & worker's compensation. Trade Contractors must submit required forms to be enrolled in the CCIP with their bid.

- a. All sub tier contractors will be required to enroll in the CCIP program.

57. **PAYMENT AND PERFORMANCE BONDS**

The base bid should NOT include Payment and Performance Bonds. The additional cost to provide on the Bid Breakout sheet (page 4).

58. Builder's Risk Insurance is provided by the Construction Manager per the terms of the General Conditions Article 35.5. Unless otherwise provided for through agreement, the Trade Contractor experiencing any loss claimed under the builders risk policy shall be responsible for that loss up to the amount of the deductible. Trade Contractor(s) may provide their own coverage for amounts up to the deductible. Refer to the General Conditions, Article 35.5 for deductible limits.
59. All equipment is to be equipped with high efficiency, durable construction **exhaust purifiers** ("Scrubbers"). Each Trade Contractor is responsible for providing and maintaining (including filter changes) scrubbers for each piece of equipment.
60. **Site survey** layout for locating building will be provided (Refer to BP-5 drawing C003). TC-22 contractor is to provide permanent **control lines** for column line offsets and column bench marks for all Basement and elevated PODIUM levels. (East/West offset control lines: 3, 5, 7, 10, 12.1 every level. North/South offset control lines: E, F, L and M (all offset to other side of corridor), C and P every level. Lobby area slab-on-grade: North/South CC line and East/West 25 line.) Includes column bench marking along all column lines noted above.

TC-23 SOMD concrete contractor is to provide same control lines for ALL concrete on metal deck level areas of the project. This contractor will establish column line B.2 on

each level of the east connector (CCC connector) Exceptions, respective contractors will be required to provide control layout beyond drawing C003 for their work with regard to concourse (limestone bridge).

TC-43 SOG & SOMD concrete contractor is to provide same control lines for ALL concrete associated with the Lobby2/pedway/retaining wall package/drilled piers. Exceptions, respective contractors will be required to provide control layout beyond drawing C003 for their work with regard to pedway/Gill Heart/Childrens/Chandler buildings.

All users shall verify accuracy of layout before utilization.

61. **TC-28 General Trades** contractor to provide temporary “**Safeway**” (7’x14’w/3’ tread) **stairs** scaffold as follows: “Safeway” stairs/etc will remain in place until activation of permanent building corresponding stairs. Maintain “Safeway” stair for duration through 1/26/2010.

(a) From basement elevation 963’ to fourteenth floor elevation 1190’-6” (**Column line K/6**). Construct in four stages – Basement through fifth floor right after placement of concrete deck and formwork removal of opening (use 4/9/09 ready for use); extend fifth floor level stair / offset landing with guardrail system to concrete floor. Fifth floor to eight floor right after placement of eight deck concrete (assume 8/25/09 ready for use). Eight floor to twelfth right after placement of twelfth floor deck concrete (assume 11/02/09 ready for use). Twelfth floor to fourteenth right after placement of fourteenth floor deck concrete (assume 11/16/09 ready for use); Extend fourteenth floor level stair / offset landing with guardrail system to concrete floor.

(b) From third floor elevation 1027’ to 1169’ (**column line M/11**) Construct in two stages – Third floor through eight floor right after placement of eight deck concrete (use 8/25/09 ready for use). Eight floor to twelfth right after placement of twelfth floor deck concrete (assume 11/02/09 ready for use).

62. **TC-22 podium concrete** contractor is to provide and maintain double **gang ladders** and associated platforms, handrails, corrals, etc in accordance with OSHA a **minimum of two locations per floor** for vertical foot travel in conjunction with construction of elevated PODIUM slabs. Ladders/etc will remain in place until activation of adjacent permanent building stairs. TC-22 to maintain until 5/1/09. **TC-28** General Trades will maintain gang ladders after PODIUM contractor has topped-out fifth floor and stripped formwork (use 5/1/09); TC-28 is to maintain, remove when no longer required. First suggested location is stair shaft column line M/12 to fourth floor column line 7 edge of slab to fifth floor column line F/5. Second suggestion is the opposite hand or travel path to flow of work. A minimum of two means of vertical egress must be maintained at all times; do not consider material/personnel hoist.

**TC-23 SOMD concrete** contractor is to provide double **gang ladders** and associated platforms, handrails, corrals, etc in accordance with OSHA a **minimum of two locations per floor** for vertical foot travel in conjunction with construction of elevated SOMD slabs. Construct as soon after metal decking is placed and secured. Structural Steel contractor will be required to create/maintain the leading edge safety control zone warning lines of deck areas when applicable. These ladders/etc will remain in place until activation of permanent building stairs and deemed no longer required with the installation of the “Safeway” stair scaffolding. **TC-23** SOMD concrete contractor will maintain gang ladders until contractor has topped-out tower concrete on metal deck and/or through 12/31/09. Isolated other areas i.e. Lobby and random metal deck areas

will follow similar top-out acceptance. Include and maintain temporary ladder to seventeenth level roof. First suggested location may be column line K/7 South end of elevator shaft to land to upper floor. TC-23 to remove gang ladders from building when no longer required.

**TC-25 Structural steel** contractor is to provide **vertical means** of travel to erecting floors until placement of concrete on metal deck for said area(s). Include additional perimeter safety handrail i.e. post and cable alterations in conjunction with SOMD gang ladder arrangements.

**TC-43 SOG & SOMD concrete** contractor is to provide double **gang ladders** and associated platforms, handrails, corrals, etc in accordance with OSHA a **minimum of two locations per floor** (one off pedway for egress) for vertical foot travel in conjunction with construction of elevated SOMD slabs. Construct as soon after metal decking is placed and secured. Structural Steel contractor will be required to create/maintain the leading edge safety control zone warning lines of deck areas when applicable. These ladders/etc will remain in place until activation of permanent building stairs or other upper level egress means from construction and deemed no longer required. **TC-43 SOG & SOMD concrete** contractor will maintain gang ladders until contractor has topped-out concrete on metal deck. **TC-46** to remove gang ladders from building when no longer required.

63. Prior to removal of formwork decking and associated temporary handrails after concrete slab pours, **TC-22 Concrete Frame contractor** is to provide and maintain the **PODIUM** building perimeter and interior opening OSHA approved **safety rail protection system** including toe board & 42"orange fencing on handrail for the duration of the podium concrete work (use 5/1/09). PODIUM ground level and roof level perimeter safety rail protection system is included. Provide "plastic" sleeves (if concrete) through columns for perimeter guardrail cabling. Provide Cabling system, toe-board included as required and acceptable to the structural engineer of record. Locate perimeter guardrail system such to allow installation of building envelope without safety guardrail alterations or dismantle. Include post for offset locations as applicable. Guardrail system will be ultimately **removed by BP-6 fit-out TC-52 Drywall contractor** (for all levels) for areas other than roof when no longer required. Guardrail system is to encompass entire roof area i.e. reference to levels 1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup>; where eyebrow locate temporary post in roof area out of parapet cavity (see attachment- **Sketch TCCo-SK-16-Eyebrow/roof parapet safety handrail system**; re-review post positioning with construction manager before proceeding. **TC-31 Roofing** contractor to remove roof guardrail system when applicable or no longer required.

The loading dock area temporary guardrail system if applicable must be non destructive to permanent exposed concrete finish. This will be similar for other areas as applicable. TC-22 Concrete Frame contractor is to remove interim guardrail system (required until backfill of foundations) i.e. between podium and ground level lobby when no longer required.

TC-28 General Trades **contractor shall maintain the entire podium guardrail system from podium top-out project milestone schedule (use 5/1/09) until removed by the BP-6 fit-out contractor (TC-52 Drywall contractor) and/or no longer required and/or TC-31 Roofing contractor commences with permanent roof system for that level/area. Roofing contractor to remove and dispose of all guardrail roof area systems in conjunction with their work.**

TC-25 **Structural Steel contractor** shall provide building perimeter and interior opening OSHA approved **safety rail protection system for all metal deck floors** exception metal decking areas in the Misc Metals / Stair bid package. Provide / prep columns for perimeter guardrail cabling for compliance of current conditions and after (placement of concrete floor). Provide Cabling system, bent plate/"pour-stops" (for interim toe-board) as required and acceptable to the structural engineer of record. Locate perimeter guardrail system such to allow installation of building envelope without safety guardrail alterations or dismantle. Include posts for offset locations as applicable. The **Structural Steel contractor** will maintain assembly until "concrete" has been placed on metal deck in respective areas. Include altering/removal of Concrete Frame contractor's perimeter guardrail system when extending floor areas (lobby) with safety system no longer required. Guardrail system will be **removed by BP-6 fit-out TC-52 Drywall contractor** (for all levels) of areas other than roof when no longer required. Guardrail system is to encompass all leading edges i.e. Lobby roof levels (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup>), 13<sup>th</sup> (including offset to 14<sup>th</sup>), 14<sup>th</sup> and 15<sup>th</sup>. Where eyebrow, locate temporary post in roof area out of parapet cavity (sketch attached); re-review post positioning with construction manager before proceeding. Where there are "Hollow Structural Steel Frames" (screen wall tubes) at leading edges provide safety system and eyelets to accommodate temporary cabling safety system; **TC-28** General Trades is to removal exterior roof area screen wall leading edge guardrail assemblies when no longer required. Prime touch paint steel areas distributed. Orange flagging to top guardrail cable per OSHA/Turner requirements.

**TC-23 SOMD concrete contractor** shall **provide** building perimeter and interior opening OSHA approved **safety rail** protection system **TOE-BOARD & 42" Heavy Duty Orange Barrier Fencing** on handrail **for all concrete-on-metal deck floors** exception metal decking areas in the Misc Metals / Stair bid package. The **SOMD concrete contractor** will **maintain complete perimeter tower(s) guardrail system for duration** (through 12/31/09) once concrete in respective areas has been placed until removed by the **BP-6** fit-out contractor and/or no longer required and/or TC-31 Roofing contractor commences with permanent roof system for that level/area. Roofing contractor to remove and dispose of all guardrail roof area systems in conjunction with their work.

**TC-43 SOG & SOMD concrete contractor** shall **provide** building perimeter and interior opening OSHA approved **safety rail** protection system **TOE-BOARD & 42" Heavy Duty Orange Barrier Fencing** on handrail **for all concrete-on-metal deck floors** for Lobby2. The **SOMD concrete contractor** (TC-43) will **maintain complete perimeter (Lobby2) guardrail system for duration** of concrete operation and/or until removed by the **BP-6** fit-out contractor (TC-52 Drywall) and/or no longer required and/or TC-31 Roofing contractor commences with permanent roof system for that level/area. Roofing contractor to remove and dispose of all guardrail roof area systems in conjunction with their work. **TC-43** is to maintain pedway demolition leading edge guardrail system left for others.

**TC-26 Misc Metal / Stair** bid package shall provide building perimeter and interior opening OSHA approved **safety rail protection system for all metal deck floor areas in the Misc Metals / Stair** bid package. Include toe board as applicable. Alter Structural Steel perimeter if applicable for your work. Guardrail system will be removed by this contractor for your work when no longer required.

General Comments concerning safety railing system:

Scope note: perimeter safety system through building columns will result in short slab cantilevers beyond safety guardrail system.

Respective install contractor shall maintain said handrail for the minimum duration they are performing work up/through the building. Provide turnbuckles for tightening and maintenance. Break guardrail system to accommodate landing platforms, future material hoists, level 3 & 4 East elevation equipment insertion, etc.

Access to areas not indicated is the sole responsibility of the trade contractor requiring work in these areas. All ladders, platforms, stairs, etc. required must comply with OSHA/Turner safety.

Concrete frame, SOMD concrete and Structural steel package guardrail system is to encompass entire roof area. Exceptions: No perimeter cabling system is intended for the South canopy and 17<sup>th</sup> floor high roof-roof areas. No perimeter cabling system is intended for the 3<sup>rd</sup> floor Lobby and Limestone concourse (bridge) roof area(s) accepts skylights and leading edges of lower roof levels. The roofing contractor will provide a cabling system and/or warning lines applicable for their work. Contractors can utilize this system if in OSHA/Turner safety program compliance for other trades and within the roofing contractor's time line of the system in place. System installed by roofing trade contractor will be maintained and removed by roofing trade contractor.

Should contractors intend to utilize "slab grabbers"; this contractor will include altering guardrail system and provide interim guardrail system to allow installation of precast / eyebrow / curtain wall system. In addition placement of temporary guardrail systems at roof parapets is not to impede installation of structural steel and/or precast as well as vertical light gauge framing.

For smaller floor openings, the respective trade providing leading edge safety system will cover with reinforced secured plywood. Mark "hole" and maintain as required. Small opening metal deck cutouts will be by respective trade requiring opening; respective trade contractors will comply with OSHA requirements during and after alterations.

BP-6 fit-out **TC-46** General Trades contractor shall maintain both the Podium and tower(s) leading edge guardrail safety system as applicable from 12/31/09 until no longer required. BP-6 fit-out Drywall contractor is to remove when no longer required.

64. TC-22 Concrete Frame contractor is to provide and maintain 20# **fire extinguishers** with free standing stands (from commencement through two weeks beyond podium top-out project milestone schedule) (use 5/1/09), for basement levels through PODIUM including level five roof/building area in accordance with OSHA standards. Leave extinguisher and portable stands for balance of project.

TC-28 General Trade contractor is to provide 20# **fire extinguishers** with free standing stands for levels six through seventeen, Lobby (including ground level), Concourse "bridge" and all other areas (CCC connector, etc) of the building in accordance with OSHA standards. Leave extinguisher and portable stands for balance of project. Maintain this and PODIUM requirements for duration of project through 12/31/09.

BP-6 fit-out, **TC-52** Drywall contractor shall maintain and/or alter fire extinguishers to conform with interior fit-out for the entire project from 12/31/09 through completion of project or until no longer required. Assume leaving fire extinguishers/stands in shell areas upon project completion. Remove other extinguishers when no longer required from project.

65. The intent is to erect the **material hoist(s)** initially to the top of Podium after PODIUM concrete top-out and formwork removal. It is intended for two jumps after this for erecting

material hoist up to serving the 13<sup>th</sup> level. (Milestones: Install 3/2009 (pending podium concrete) & dismantle 3/2010 (pending construction elevators). Contractors should assume NO Sundays, holidays, second and third shift operations. Basis of design is model US-6000: minimum Car size 5' x 13'x 7' and Car capacity approximately 6000 lbs.

66. The intent is to activate the **permanent elevator for construction use**. Upon removal of the material/personnel hoist(s).

**BP-6, TC-46 General Trades** are to provide operator(s) on (2) permanent elevator(s) for construction use. The normal weekly construction elevator(s) work time is "normal shift" (5) 10 hour days and (1) 8 hour day. Contractors should assume NO Sundays, holidays, second and third shift operations.

**Timeline for each is 14 months.** (Reference TC-41 for additional clarification)

67. Bid package **TC-25 Structural Steel**, provide perimeter **Safety netting system** the entire perimeter of the "CCC Connector" six floor-up due to proximity of landing pad and up lift of materials. Maintain as necessary while still on site erecting steel. General note to all contractors: All loose materials shall be secured as required to avoid uplift and resist other air forces caused during aircraft lift-off and landing. Column and / or wall materials shall be secured as well. TC-33 **Curtain wall contractor** will maintain and alter with installation of work and remove when no longer required. (See Sketches TCCo-SK-14 and TCCo SK-15 – Safety Netting at 6<sup>th</sup> Floor CCC Connector).
68. **Tower Crane** with operator through Bid Package TC-18 will be made available (at no charge) to the Concrete Frame, Concrete on Metal Deck, Structural Steel and Precast contractors in accordance with the respective scope of work bid packages and project milestone schedule. The West tower crane is planned on being jumped twice with the East tower crane jumped just once. Tower crane jumping is intended to be scheduled for weekends. The normal weekly tower crane(s) work time "normal shift" is (5) 10 hour days and (1) 8 hour day. Sundays, holidays, second and third shifts not planned. Hours include (crane) climb time. The contractor will be permitted to re-arrange crane time within the week to obtain scheduling needs; but these hours must be equivalent time & a half or pay additional premiums. The respective contractor will be liable for additional cost hours beyond noted here-in. Tower crane rate for (each) operating crew at **time & a half is \$90/hour, tower crane equipment \$60/crane/hour. \$150/hour cost to contractors; rate increases if double time**. When necessary, scheduling will be dictated by CM's field representative for "other" isolated picks. Assume an average six (6) hours per week within the weekly hours noted above for "isolated other picks"; "other" pick usage will be sporadic and vary with different stages of the project. Cranes required for performing work outside this description or necessary for offloading materials included in this description are the responsibility of each trade contractor.

In the event of crane downtime there will be no compensation for equipment failure.

Base bid should include downtime associated with Tower Crane shut down when incoming and outgoing aircrafts are in motion.

Tower crane(s) basis of design, Terex-Peiner model SK 575 with a "JIB" length of 196'-10" and 2 part line. "Radius and Capacity" chart Sketch TCCo SK-24, dated 4/15/08 attached.

General note to ALL contractors: The primary intended use of the tower cranes is for the podium concrete, tower structural steel, West elevation podium precast and tower

precast. The tower cranes are not intended for the East connector, Lobby and Limestone connector.

The **PODIUM concrete** contractor will have **initial priority**. This contractor will be allotted two weeks after the last slab placement based on project milestones for each respective crane. Provide dedicated crews for usage of each tower crane independent of the other tower crane for complete utilization of tower cranes. It is understood slab pours will be pumped. The use of a lull can be utilized for off loading "other" isolated picks if meeting needs.

Tower crane priority / usage will transition from PODIUM concrete **to Tower structural steel**. Provide dedicated crews for usage of each tower crane independent of the other tower crane for complete utilization of tower cranes. Tower crane usage for setting structural steel is limited to the two towers. This would include setting eyebrow steel both podium and upper floors. Other additional crane requirements are the contractor's requirements.

Tower crane priority / usage will transition from Tower structural steel **to erection of precast**. Provide dedicated crews for usage of each tower crane independent of the other tower crane for complete utilization of tower cranes. Crane usage exceptions are noted under that respective bid package.

**SOMD contractor** is expected to utilize concrete pumps for deck pours. This contractor may utilize the tower crane "off-hours" at their expense for miscellaneous (fourth floor, equipment pads, concrete walls & curbs).

The MEP trade contractors are required to provide their own hoisting (i.e. switchgear and air handlers). This contractor may utilize the tower crane "off-hours" at their expense for miscellaneous picks.

69. **Dumpsters** for entire project for general construction debris from commencement of work through completion and /or as listed below. Note: These dumpsters are not to be used for demolished or excavated materials. Each trade contractor is required to provide separate dumpsters for materials demolished or excavated under their scope. The cost for dumpsters is to be included in the base bid.

TC-14 Foundation Concrete contractor shall provide dumpsters for the work of BP-4.

TC-22 Concrete Frame contractor shall provide project dumpsters for the entire project from commencement through two weeks beyond podium top-out project milestone schedule (use 5/1/09). In addition, the Concrete Frame contractor shall provide dumpsters limited to their work until complete stripping and removal of podium formwork from site.

TC-28 General Trades contractor shall provide project dumpsters for the entire project from podium top-out project milestone schedule (use 5/1/09) through Tower structural steel and concrete on metal deck (use 12/31/09). Spotting of dumpsters will be necessary at four locations, one at each material/personnel hoist, one at the lobby and one at the construction manager's direction.

BP-6 fit-out, TC-46 General trades contractor shall provide project dumpsters for the entire project from 12/31/09 through completion of the project (use 2/28/11).

70. TC-28 General Trades will furnish and maintain (minimum 55 gallon Rubbermaid drum) **trash cans** for miscellaneous trash (not construction materials) from removal of floor area reshores (use 10/2008 commence) through Tower structural steel and concrete on metal deck (use 12/31/09):

- One at each material/personnel hoist every floor through duration of hoist (levels G through 12).
- Ground level an additional six spaced as needed.
- Every floor an additional two spaced as needed including basement through 14<sup>th</sup> floor.
- Six & seventh an additional two each level (for a total of 6 on each floor 6<sup>th</sup> & 7<sup>th</sup>)
- Total in all: 24+6+28+4=62

Trash cans to commence with podium reshore removal (floor area by floor) and tower placement of concrete floors. The non contaminated trash cans to become the property of BP-6 fit-out, TC-46 General Trades contractor; this contractor will maintain from 12/31/09 through 2/28/11.

71. **Trash carts**, TC-28 General Trades will furnish (repair or replace when necessary) six mobile one cubic yard trash carts for removal of construction debris materials from building. Each contractor is responsible to transport their material debris in to the on-site dumpster; this includes cleanup of your materials around the dumpster. Transport empty trash cart back to respective floor.

Trash carts will commence with podium reshore removal (use 9/15/2008 start) through (use 12/31/09).

Trash carts, BP-6 fit-out, TC-46 General Trades contractor will furnish (repair or replace when necessary) eighteen mobile one cubic yard trash carts for removal of construction debris materials from building. Each contractor is responsible to transport their material debris in to the on-site dumpster. Transport empty trash cart back to respective floor.

(TC-46) Furnish first 12 trash carts for building with a start date of 8/1/09 through completion (tentatively used on levels six and seventh levels and upper floors). In addition provide six more (tentatively for podium levels and lobby, concourse) from 12/31/09 through completion of the project (use 2/28/11).

72. **Temporary toilets** for the entire project in accordance with OSHA from commencement of work through completion and /or as listed below. Assume a maximum of 1 per 20 workers per unit with service twice a week. Assume a minimum of one additional with 1 per 20 maximum workers per unit with service twice a week for females as required; furnish lock and keys.

TC-14 Foundation Concrete contractor shall provide temporary toilets for BP-4.

TC-22 Concrete Frame contractor shall provide project temporary toilets for the entire project from commencement through two weeks beyond podium top-out project milestone schedule (use 5/1/09).

BP-6 fit-out, TC-46 General Trades contractor shall provide project temporary toilets for the entire project from podium top-out project milestone schedule (use 5/1/09) through project completion (use 2/28/11). Furnish the roll-on type for transporting to floors via material/ personnel hoist and/or construction elevator. Note that initial sequencing to floors is contingent on the material/personnel hoist.

Assume manpower peaks: May 2008 to August 2008 an average 125men/mo excludes BP-4. September 2008 through March 2009 an average 225 men/mo. April 2009 through March 2010 an average 600men/mo. April 2010 through November 2010 an average

450men/mo. December 2010 through February 2011 an average 200men/mo. consult with the construction manager on a monthly basis for verification of projections.

Utilize permanent “temporary” facilities from 6/1/10 to 2/28/11 as follows:

Basement (owner use) – (B) 2 urinals/1 toilet (A0B301) + (B) 3 toilets (A0B302) – LOCK BOTH MENS & WOMENS

Dock/Lobby 2 –Temporary toilets – 6 portalets (4 dock, 2 lobby site)

1<sup>st</sup> Floor – (D) 3 urinals/2 toilets (A01136)+ (D) 1 toilet (A01135, fit out only 1 lav, 1 toilet) – LOCK WOMENS

6<sup>th</sup> Floor – (C) 2 urinals/1 toilet (A06201A) + 1 toilet - LOCK WOMENS

7<sup>th</sup> Floor – (C) 2 urinals/1 toilet + 1 toilet - LOCK WOMENS

12<sup>th</sup> Floor – Temporary toilets – 2 portalets

TC-46 General Trades Contractor is to provide janitorial services including supplies as necessary (a minimum of twice a week) for permanent (temporary) and temporary facilities from 6/1/10 to 2/28/11. In addition this includes sweeping, paper towels and trash removal.

73. TC-22 Concrete Frame and TC-23 Concrete SOMD, TC-43 (for BP 6) are to provide and maintain **concrete wash-out** pit for concrete installed under this scope. Pit must be in compliance with all applicable environmental standards and statutes. Pump pit regularly to prevent overflow. Remove and replace as necessary during concrete operations. Waste shall be hauled off-site and disposed of properly, and shall not be placed in dumpsters provided. Concrete wash-out pit must comply with any applicable OSHA requirements including any railing or barricades required. At the appropriate time and at the Construction Managers direction, the concrete washout pit will be permanently removed. At that time this Trade Contractor shall continue to remove all concrete materials resulting from the cleaning out of ready mix trucks from the project site. Additionally, it is the responsibility of this Trade Contractor to properly control and contain the washout materials so as not to allow run-off and/or contamination of adjoining areas or the storm sewer system.
74. Bid Package 4 TC-14 foundation contractor (already under contract) will provide & maintain a minimum of 10 **sump pits** with pumps for dewatering as directed by Construction Manager for “his” foundation work. Bid Package 5, TC-22 – Concrete Frame Trade Contractor will assume dewatering responsibilities when given and/or takes possession of progress areas. TC-22 Concrete Frame Trade Contractor can assume the 10 sump pit locations or create new; provide own pumps/hoses, etc and maintain for duration of TC-22 Concrete Frame package as required. After basement SOG is in place, filter fabric floor drains; provide sump pump in sewage ejector crock and/or excavated area. Maintain temporary system. Note that the basement hatched kitchen area SOG is omitted; provide sump pits and pumps/hoses for continued dewatering.
- TC-43 is to provide dewatering as applicable for Lobby2 area until longer required and/or minimum duration of concrete work.
- Site contractor** is to provide dewatering as applicable to their work.

75. Restore all **roads and walks** outside the limits as related to your work of the construction area that are disturbed during construction. This work includes but not limited to: concrete paving, asphalt paving, curbs & gutters, islands, aprons, striping, etc.
76. A special effort is to be made to provide the necessary protection to keep oil (from lifts, equipment, etc.) off of all floor areas. The offending Trade Contractor will be responsible for any clean-up required due to inadequate protection.
77. TC-22 Concrete Frame (until 5/1/09), BP-6 fit-out, **TC-46** General Trades (after 5/1/09 until no longer required) will be responsible for providing personnel to develop and maintain site gates security, material hoists schedule, loading docks schedule, tower crane usage log and schedule for non-dedicated users, and deliveries into site. The Construction Manager will provide format for schedule to be maintained by this contractor. Logs and Schedules are to be submitted to Turner at the Daily Stand-up Meeting on a daily basis for approval and coordination with all trades. Each Trade Contractor is to schedule with this individual all deliveries and usage of loading dock, hoists and tower cranes a minimum of 48hrs prior to arrival on-site or need.
78. **Monthly Safety Committee Meeting:** Each Trade Contractor will have the responsibility to provide an individual to attend the Monthly Safety Committee Meeting. This individual should be considered a competent employee that is able to represent the Trade Contractors' scope of work by having at least 5 years in the trade. The purpose of this meeting is to provide an opportunity to disseminate project safety related information and to receive helpful feedback from the tradesmen in the field.
79. All Trade Contractors are responsible to patch any and all **fireproofing** removed by any tradesmen working under their scope of work. If the patching is not satisfactory to Construction Manager and/or A/E, the area will be patched by the TC-30 Fireproofing Trade Contractor and backcharged to the offending Trade Contractor.
80. All personnel will be required to wear a high **visibility vest** or shirt, while inside the construction area working on BP-5 core and shell and BP-6 fit-out. This requirement will remain in effect until the construction manager wave requirement.
81. **TC-46** General Trades contractor is to furnish the following **defibrillator equipment** for the project. The construction manager will locate, maintain and control for project use.
- i. Lifeline AED (base unit) – Product ID: DEFDCF-100. This includes Lifeline AED Unit, 5-year battery pack, one set of defibrillation electrodes, 9-volt status indicator battery, quick-use card and user manual.
  - ii. AED wall mounted cabinet - Product ID:DEFDAC-210
  - iii. Extra 5-year battery pack - Product ID:DEFDCF-200
  - iv. Extra defibrillation pads - Product ID:DEFDDP-100
  - v. Extra 9V lithium battery - Product ID:DEFDAC-410
  - vi. Training Package - Product ID:DEFDFC-303T
- Equipment can be purchased at <http://turneronlinestore.com> or elsewhere.
82. **Building access:** Upon removal of the material hoist(s), building access to the construction elevators shall be via freight elevators AE06B to basement to construction elevators.
83. Individual or company display of contractor/subcontractor signage on trailers or otherwise is not permitted on the UK premises without preapproval. In general, identifying of

company trailer or otherwise lettering shall be six inches or less; location(s) still must be preapproved by construction manager and UK. – **[ADDED ADDENDUM No. 2, 8/12/08]**

84. (Also special conditions article 40) Medical facilities are going tobacco free. “Use of all tobacco products is prohibited in all owned, operated, leased or [health care] controlled university buildings, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots and vehicles, as well as personal vehicles in these areas.” “Tobacco includes cigarettes, pipes, snuff, chewing tobacco, etc.” “There are tobacco treatment centers such as the Local health departments (Fayette county Health Department 859-288-2327), 1-800-quit-now. For listings “go to the UKhealthcare.uky.edu to find a link to a statewide listing of tobacco programs.” **[ADDED ADDENDUM No. 6, 9/10/08]**

85. Quality Assurance / Quality Control Program (QA/QC): The construction manager intends to hold a once a month QA/QC meeting. This meeting may be selective with trade contractor PM's and foreman invites for focus on topic. The intent is to limit the meeting to one hour. The option of several meetings is possible with small groups on differing divisions of work. Trade contractors will be required to provide a specific quality control plan for said division of work. We can focus of QA/QC in the specifications, manufacturer's data, mock-up, sign-off sheets, applicable testing and jurisdiction authorities, inspections, deficiency list, special care and protection, peer reviews, sequencing of work and turnover, etc.

**[ADDED ADDENDUM No. 7A 9/16/08]**

**8.0 Financial Offer Summary Form**

Offerors are to provide a fixed price for the services offered.

**8.1 Base Bid**

The Offeror agrees to furnish all labor, materials, supplies and services required to complete the Work, for the above referenced Project, for the Capital Construction Procurement Section, University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

**BASE BID**

FOR THE LUMP SUM OF \_\_\_\_\_  
 \_\_\_\_\_ (USE WORDS)  
 \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS.  
 \_\_\_\_\_ (USE WORDS)  
 (\$ \_\_\_\_\_)  
 \_\_\_\_\_ (USE FIGURES)

**8.2 Alternate Pricing**

None

**8.3 Total Package Cost for Pneumatic Tube System w/ Alternates**

**SUMMARY OF BID:**

BASE BID \$ \_\_\_\_\_  
 TOTAL BID W/ ALTERNATES = \$ \_\_\_\_\_

**8.4 Bond Cost**

Cost of Performance and Payment Bond (Base Bid + Alternates) \$ \_\_\_\_\_  
DO NOT INCLUDE THIS COST IN YOUR BASE BID OR ALTERNATES

**8.5 Cost Breakdown**

Fill in the following breakdown of costs included in your base bid. Each item is to include labor, material & equipment. These will neither be considered unit prices nor will the numbers listed here limit obligations required in the bid documents. It will be used only to aid in verifying completeness of the bids.

**DESCRIPTION OF WORK (BASE BID)**

**COST INCLUDED IN BID**

Engineering & layout	\$ _____
Shop drawings and submittals	\$ _____
Permits & Fees	\$ _____
Mobilizations	\$ _____
Audio and Video Systems	\$ _____
Audio and Video Cabling	\$ _____

Audio and Video Systems Plates and Panels	\$ _____
Safety	\$ _____
Housekeeping	\$ _____
Remaining work not listed above, Overhead & Profit (not to exceed 10% of proposal)	\$ _____

**TOTAL BASE BID AMOUNT (SHOULD MATCH PROPOSAL)** \$ \_\_\_\_\_

Current Experience Modification Rating \_\_\_\_\_

OSHA Incident Rates: Recordable \_\_\_\_\_ Date of Proposal \_\_\_\_\_

**8.6 Unit Prices**

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved, and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

***All Bidders will be required to complete and submit the following information with the bid. The information requested in this submittal is required to assist the University in determining contractor responsibility to complete the project being bid.***

1. Provide billing rates for all levels of onsite workers. The cost should be net of Workers Compensation and General Liability Insurance and exclude overhead and profit. Rates should show base (unburdened rate) and all other items included in the rate.
2. Provide rental rates for equipment for review.

**8.7 Allowances**

None

**The above allowances are to be included in the base bid. All overhead and profit related to the Work performed under each Allowance is to be included in the Base Bid. Only direct Labor and Material costs authorized in writing by the Construction Manager after approval by the Owner are to be charged to the Allowance. Progress Payments will be made against Allowance expenditures, based on approved monthly invoices & writing Allowance Authorization from the Construction Manager/Owner. Any unused funds remaining in these allowances will be credited back to the Project.**

**8.8 Schedule of Values**

Within seven (7) days after the contract signing, the SUCCESSFUL BIDDER is to provide a bid breakdown for Monthly progress billing purposes in a format furnished similar to the one below. Each item is to be separated into Labor and Material, except Allowances. Line items will be

included for CCIP, Mobilization, Engineering/ Submittals, Safety, Clean Up, Close-Out, Punchlist, Record Drawings, Warranty, etc.

The Successful Contractor is to list MBE/WBE Subcontracts and Purchase Orders separately in the Schedule of Values.

## **8.9 Supplemental Information**

Items to be submitted:

1. Signed Authentication of Proposal (first page) "Request for Proposal (RFP) "
2. Article 4.3 "Transmittal Letter"
3. Article 4.0 "Proposal Information and Criteria"
4. Article 8 "Financial Offer Summary Form"
5. Article 9 "Drawings and Specifications" (acknowledgement of addendums)
6. Article 6.1 "Bonding"- attachment in Volume 1A or Volume 1B.
7. Article 4.7 "Financial Proposal" - Company Financial Statement
  - \* Pursuant to KRS 45A.110, if the bidder wishes nondisclosure of certain information he/she shall enclosed the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document.

Supplemental Information:

1. Form of Proposal Supplemental Information (Pages 1 thru 14)-attachment in Volume 1A or Volume 1B.

## 9.0 Drawings and Specifications

Included with this bid package is a DVD of the specifications, drawings and addenda. The following is a listing of contract documents:

- |  |                     |
|--|---------------------|
| 1. Auditorium documents are primarily drawing Volume 16. <i>[ADDED ADDENDUM No. 22] Several of the earlier addendums and addendum no 21 indicated floor box revisions.</i>               |                     |
| 2. Contract Drawings– BP#6 (includes 6.01, 6.02, 6.06 and 6.08) Interior Fit-Out prepared by GBBN Architects, Volumes 1 thru 17, dated July 18, 2008.                                    |                     |
| 3. Request for Proposal, <b>UK 0883-10</b> prepared by Turner Construction – Volume One A (1A) BP#6 Interior Fit Out – Scope of Work & General Requirements, dated <b>July 1, 2009</b> . |                     |
| <b>a) Request for Proposal: TC-68b Auditorium AV System</b>  |                     |
| 4. Project Manual, prepared by Turner Construction – Volume One B (1B) BP#6 Interior Fit Out – General Requirements & Attachments, dated October 16, 2008.                               |                     |
| a) The General Conditions  |                     |
| b) Special Conditions  |                     |
| c) Performance Bond, Payment Bond and Affidavit  |                     |
| d) Sample Form of Contract   |                     |
| e) Sample Additional Provisions  | Attachment “A”      |
| f) Percentage Markup Change Order Pricing  | Attachment “B”      |
| g) See Specification 00 0200 for List of Drawings  | (No Attachment “C”) |
| h) Project Safety Program dated 2/4/08   | Attachment “D”      |
| i) CCIP Manual   | Attachment “E”      |
| j) Accounting Procedures   | Attachment “F”      |
| k) Project Schedule  | Attachment “G”      |
| l) Building Information Modeling/Coordination  | Attachment “H”      |
| m) Commissioning Plan & Scope  | Attachment “I”      |
| n) BP-6 Pre-Purchased MEP Equipment, Installing TC Scope   | Attachment “J”      |
| n1) BP-5 Pre-Purchased MEP Equipment, Installing TC Scope  | Attachment “J”      |
| <b><i>[ADDED ADDENDUM No. 13 11/18/08]</i></b>   |                     |
| o) Temporary Heat Spec & Scope   | Attachment “K”      |
| p) HC Nutting Geotechnical Report  | Attachment “L”      |
| q) Moisture Control Plan   | Attachment “M”      |
| r) Owner Furnished Equipment Matrix  | Attachment “N”      |
| s) (See Addendum)  | Attachment “O”      |
| t) Network and Wireless Equipment List   | Attachment “P”      |
| u) The Prevailing Wage Determination   |                     |
| v) Form of Proposal Supplemental Information <b><i>[Added ADDENDUM No. 13 11/18/08]</i></b>  |                     |
| 5. Project Manual prepared by GBBN Architects- Volume Two (2) BP#6 Interior Fit Out – Specifications Divisions 0 – 8, dated July 18, 2008.   |                     |
| 6. Project Manual prepared by GBBN Architects- Volume Three (3) BP#6 Interior Fit Out – Specifications Divisions 9 – 14, dated July 18, 2008.  |                     |
| 7. Project Manual prepared by GBBN Architects- Volume Four (4.00) BP#6 Interior Fit Out – Specifications 11 7000 Medical Equipment, dated July 18, 2008.                                 |                     |
| 8. Project Manual prepared by GBBN Architects- Volume Four Point One (4.01) BP#6 Interior Fit Out – Specification 11 7000 Medical Equipment, dated July 18, 2008.                        |                     |

9. Project Manual prepared by GBBN Architects- Volume Four Point Eight (4.08) BP#6 Interior Fit Out – Specification 11 7000 Medical Equipment, dated July 18, 2008.
10. Project Manual prepared by GBBN Architects- Volume Five (5) BP#6 Interior Fit Out – Specifications Divisions 20 – 23, dated July 18, 2008.
11. Project Manual prepared by GBBN Architects- Volume Six (6) BP#6 Interior Fit Out – Specifications Divisions 26 – 31, dated July 18, 2008.
12. Project Manual prepared by GBBN Architects- Volume Seven (7) BP#6 Interior Fit Out – Specifications Commissioning Documents, dated July 18, 2008.
13. Reference documents
  - b) BP#3B, BP#4A, BP#4 & BP#5 previous awarded. Documents are available for review at the CM jobsite trailer.
  - c) RFQ 0102 sketches PSK-RFQ-102-001 and PSK-RFQ-102-002, both dated 5/27/08
  - d) Auditorium fit-out and volume 16-BP-6.08 Support Package fit-out. Note BP6.01 is volumes 1-13.
  - e) RFQ 0153 and sketches ASK-RFQ-153-001 thru ASK-RFQ-004, all dated 8/19/08 and ASK-RFQ-005 & ASK-RFQ-006, both dated 8/21/08.
14. TCCo Sketches:
  - a) TCCo SK-09 – Location of West Hoist, dated 3/18/08.
  - b) TCCo SK-10 – Location of East Hoist, dated 3/18/08.
  - c) TCCo-SK-17.1, 17.2, 17.3, 17.4, all dated 3/19/08 Material/Personnel Hoist loading dock plan
  - d) TCCo-SK-19, dated 4/4/08 BP-4 Temporary Electric Service Location
  - e) TCCo-SK-29, dated 7/18/08 – Temporary walls for Phase 1 Existing Loading Dock Demolition
    - e.1) TCCo-SK-29a, dated 8/29/08 – Loading Dock Sequencing (Phase 1a) Demolition Barrier (additional info)
  - f) TCCo-SK-30, dated 7/18/08 – Temporary walls for Phase 2 Existing Loading Dock Demolition
  - g) TCCo-SK-31, dated 7/18/08 – NOT ISSUED
  - h) TCCo-SK-32, dated 7/18/08 – Excluded Demolition Work D201.2
  - i) TCCo-SK-33, dated 7/18/08 – Excluded Demolition Work D202.2
    - i.1) TCCo-SK-33a, dated 8/29/08 – 2<sup>nd</sup> Floor Demolition Barrier (additional info)
  - j) TCCo-SK-34, dated 7/18/08 – Existing Precast Erection Drawings
  - k) TCCo-SK-35, dated 7/18/08 – Existing Precast Erection Drawings
  - l) TCCo-SK-36P1, 36P2, 36S1, 36a and 36b Small Dock temporary dock provisions
  - m) TCCo-SK-37, dated 8/29/08 – Additional Phasing of 1<sup>st</sup> Floor Pedway (additional info)

The Offeror, in compliance with your Request for Proposal for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as

prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification. Offeror understands that successful offeror will enter into a contract with Turner Construction Company utilizing Turner's Subcontract Agreement Form 36 without modification.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. <u>1 – BP 6 CCK-1627-9</u>	DATED <u>8/8/08</u>
ADDENDUM NO. <u>2 – BP 6 CCK-1627-9</u>	DATED <u>8/12/08</u>
ADDENDUM NO. <u>3 – BP 6 CCK-1627-9</u>	DATED <u>8/20/08</u>
ADDENDUM NO. <u>4 – BP 6 CCK-1627-9</u>	DATED <u>8/27/08</u>
ADDENDUM NO. <u>5 – BP 6 CCK-1627-9</u>	DATED <u>8/29/08</u>
ADDENDUM NO. <u>5A – BP 6 CCK-1627-9</u>	DATED <u>9/4/08</u>
ADDENDUM NO. <u>5B – BP 6 CCK-1627-9</u>	DATED <u>9/8/08</u>
ADDENDUM NO. <u>6 – BP 6 CCK-1627-9</u>	DATED <u>9/10/08</u>
ADDENDUM NO. <u>7 – BP 6 CCK-1627-9</u>	DATED <u>9/17/08</u>
ADDENDUM NO. <u>7A - BP 6 CCK-1627-9</u>	DATED <u>9/19/08</u>
ADDENDUM NO. <u>8 - BP 6 CCK-1627-9</u>	DATED <u>9/23/08</u>
ADDENDUM NO. <u>9 - BP 6 CCK-1627-9</u>	DATED <u>9/25/08</u>
ADDENDUM NO. <u>10 - BP 6 CCK-1627-9</u>	DATED <u>10/7/08</u>
ADDENDUM NO. <u>10A - BP 6 CCK-1627-9</u>	DATED <u>10/15/08</u>
ADDENDUM NO. <u>11 - BP 6 CCK-1627-9</u>	DATED <u>10/16/08</u>
ADDENDUM NO. <u>12 - BP 6 CCK-1637-9</u>	DATED <u>11/7/08</u>
ADDENDUM NO. <u>13 - BP 6 CCK-1637-9</u>	DATED <u>11/13/08</u>
ADDENDUM NO. <u>13A - BP 6 CCK-1637-9</u>	DATED <u>11/19/08</u>
ADDENDUM NO. <u>14 - BP 6 CCK-1637-9</u>	DATED <u>11/19/08</u>
ADDENDUM NO. <u>15 - BP 6 CCK-1637-9</u>	DATED <u>11/20/09</u>
ADDENDUM NO. <u>16 - BP 6 CCK-1637-9</u>	DATED <u>12/04/08</u>
ADDENDUM NO. <u>17 - BP 6 CCK-1637-9</u>	DATED <u>12/05/08</u>
ADDENDUM NO. <u>18 - BP 6 CCK-1637-9</u>	DATED <u>1/07/09</u>
ADDENDUM NO. <u>19 - BP 6 CCK-1637-9</u>	DATED <u>1/09/09</u>
ADDENDUM NO. <u>20 - BP 6 CCK-1637-9</u>	DATED <u>1/21/09</u>
ADDENDUM NO. <u>20A - BP 6 CCK-1637-9</u>	DATED <u>1/23/09</u>
ADDENDUM NO. <u>20B - BP 6 CCK-1637-9</u>	DATED <u>2/05/09</u>
ADDENDUM NO. <u>20C - BP 6 CCK-1637-9</u>	DATED <u>2/06/09</u>
ADDENDUM NO. <u>20D - BP 6 CCK-1637-9</u>	DATED <u>2/20/09</u>
ADDENDUM NO. <u>21 - BP 6 CCK-1647-9</u>	DATED <u>3/4/09</u>
ADDENDUM NO. <u>22 - BP 6 UK-0836-9</u>	DATED _____
ADDENDUM NO. <u>23 - BP 6 CCK-1647-9</u>	DATED <u>3/4/09</u>
ADDENDUM NO. <u>23A - BP 6 CCK-1647-9</u>	DATED <u>3/11/09</u>
ADDENDUM NO. <u>24 - BP 6 CCK-1647-9</u>	DATED <u>3/24/09</u>
ADDENDUM NO. <u>24A - BP 6 CCK-1647-9</u>	DATED <u>3/27/09</u>
ADDENDUM NO. <u>24B - BP 6 CCK-1647-9</u>	DATED <u>4/10/09</u>

ADDENDUM NO. 25 - BP 6 CCK-1655-9 Rebid  
ADDENDUM NO. 25A - BP 6 CCK-1655-9  
ADDENDUM NO. 26  
ADDENDUM NO.

DATED 5/4/09  
DATED 5/11/09  
DATED   
DATED

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)