



UNIVERSITY  
OF KENTUCKY

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Purchasing Division

CAPITAL CONSTRUCTION

Request for Proposal

Proposal Due Date- 12/1/09

Construct Patient Care Facility:

Bid Package No. 6 – Interior Fit-Out

UK-0918-10, TC-70a Signage & Wayfinding

UK-0919-10, TC-70b Donor Recognition

Volume 1A

October 30, 2009

UK Project #2239.6

# UK 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-0918-10</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>10/30/09</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>TC-70a Signage and Wayfinding</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: 12/1/09 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 as prepared by GBBN Architects, consultant **Beeghly Brown** and other associated bid documents 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 including safety requirements, equipment and materials (project coordination, finish samples, layouts, shop drawings, pen plots, section prototypes, fabrication, crating, shipping, etc... sales and/or use tax, permits) for the **Signage and Wayfinding** for the University of Kentucky.

- The Contractor who is chosen to install the product must provide a turn-key installation which includes clean-up from associated installation.
- The Contractor who is chosen 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 **Signage and Wayfinding** as outlined here-in (scope of work) and stipulated on documents

Please note in addition to the bid booklet, enclosed is (1) DVD containing frontend documents, drawings, specifications (**division 0 and 1**) an addendums (**none with this publication**).

### 2.2 **Background Information**

This package is associated with the **exterior and Interior** Fit-Out work for the new Patient Care Facility, a 1.2 Million SF new hospital. **Wayfinding** extends well beyond the construction limits of the UK PCF building (drawing SL-11); special considerations i.e. site fencing, etc... must be included beyond. The work will be performed under contract with the Construction Manger, Turner Construction Company.

**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. The Master Project Milestone schedule (ATTACHMENT "G") is not included under this 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:

**Enclosed** under this volume 1A (Tab-"attachments") is a "signage" activity sort schedule. Note that we may update this schedule after receipt and evaluation of the updated October documents include under this package on the DVD. Updated schedule would be reissued via addendum.

Also note that we intentionally did not include The Master Project Schedule "attachment G" and subsequence updates, all the building and site work documents to avoid confusion and extensive review. Refer to comments in article 2.1 "Reference documents".

#### Schedules

Liquidated Damage clauses are part of the public bidding process requirements. "Signage" milestone (substantial completion date) including incomplete list, system operational is the last date as noted in the schedule for the respective area. In general this includes punch but there may be exceptions if approved in writing.

### 2.4 Service Level

Reference documents for specific 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	10/30/09
Pre-Proposal Conference	11/12/09
Deadline for Written Questions @ 3:00 p.m. on	11/17/09
RFP Proposals Due Date	12/1/09
Post-Bid Review *	wk of 12/7/09
Offeror Presentations *	wk of 12/14/09
Contract Award*	December 2009

\* The 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 at the University of Kentucky on **11/12/2009 @ 10:00 AM** in the Construction Manager's (Turner Construction) jobsite office conference room. The trailer is located at 1000 S. Limestone Street, Lexington, KY 40506. 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.

Inquiries contact Turner Construction, Don Holtz (859) 323-0395. **Prospective bidders should consider familiarizing themselves with existing site conditions inside and outside the project limits (Drawing SL-11). In addition, review Turner's plan room project documents for conditions associated with attachment of "signage" (reference documents); this does not relieve the Contractor from any contractual obligations required in the documents.**

<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.

Volume 1A booklet and a DVD electronic version of Volume 1B (frontend, terms and conditions, division 0 and 1, and the "Signage" documents) **are available for \$30.00 per set.**

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**

Please reference Section 8 for Alternate pricing detail and 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 **November 17, 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. Include supplemental information if joint venturing and/or specialty tier vendor/contractor(s).
2. Please provide the Offerors qualifications for performing the work described in this RFP, including specification requirements.

Describe your personnel and/or subcontractors for support of the present and 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.

Include representative staff qualifications (college degrees, industry certifications, and experience) of the individuals employed by your company that will perform the project engineering, project management and lead technical installation labor on this project. Emphasis should be placed on those qualifications pertinent to the work of this project. Qualifications shall be representative of the staff working out of the office/branch that will perform the work of this project. Submittal of industry/municipality training certificate copies is encouraged.

3. Submit and describe a list of your company's affiliations with various related industry trade associations. A photocopy of current certificates from the trade organization that includes the respondent's company name is encouraged.

We've also inserted, under volume 1A, a "Determination of Responsibility" form. Please complete the outline form information and forward with RFP.

#### **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, installation and after warranty service).

2. Provide information on the upgrade/enhancement capabilities if applicable.

#### **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.
2. Submit a list of the last (5) "Signage" Projects that the contractor has completed (i.e. has received final owner acceptance) including approximate contract value; and/or where the contract scope of work is similar both requirements and volume. **Reference Beeghly.Brown drawing G.1.08 "Potential Bidder Qualifications"**
  - Include the following information for each of these major reference projects submitted.
    - Owner Name and Project Site Address
    - Owner contract person, phone number and email
    - Name and contact information of the Engineer or Consultant responsible for the RFP or design-bid documents. If project was design-build, identify as such.
    - Identification of whether the contract was a subcontract to a GC, an EC or other, or whether it was a Prime contract with a Construction Manager or the Owner.
    - Description of the quantity and type of signage provided under the contract.
    - Description of the work performed.
    - Samples of submittal and/or as-built documentation generated and supplied to the Owner by your firm for the reference project.
    - The contractor's office/branch locations that performed the project management and project engineering responsibilities.

#### **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 (on DVD) under Volume 1B** applicable to the “Signage” package:

- 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

## **6.1 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. Also, 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).

- **Signage and Wayfinding**

### 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. **Assume “signage” permits are not required for UK signage “outside of rightway”.**
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, walls and ceilings after installation.
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 installation with locations of all recessed floor/ceiling/wall boxes and site work 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 CCG 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
  - **TC-70a Work outside the project fence**

### **Signage and Wayfinding**

Specifications	Refer to the Beeghly Brown 10/26/09 design documents (on DVD)
Drawings	Refer to the Beeghly Brown 10/26/09 design documents (on DVD)

1. This Trade Contractor is also responsible for trade specifications **not specifically listed** above but required by reference in the documents 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. Signage and Wayfinding must be coordinated to the site and building work of other bid packages. BP#4 (Foundations), BP#5 (building Core & Shell/site work) & BP#6 (Interior Fit-out) previous awarded, documents are available for review at the CM jobsite trailer.
3. This contractor shall provide the **Signage and Wayfinding** in accordance with the Beeghly Brown 10/2/09 document.
4. Submittal number of hard copy (3) sets and (1) electronic in UK's Constructware system shall be in accordance with the terms & Conditions of article 6.0. **Article 6.0 shall have precedence over the Beeghly Brown number of "submittal requirements" indicated on sheet G.1.08.**
5. **Provide complete signage foundation(s) and base(s) (security and safety fencing, excavation, concrete work, backfill and restoration of disturbed areas, removal of fencing...complete) for ALL signage as indicated by documents as applicable. Assume concrete to be 4000 PSI.**
6. **Provide the overhead above ceiling suspended sign support in accordance with documents. Include requirements not only to work around above ceiling MEP installation but also in conjunction with life safety to avoid obstructing lighting and exit signs by others.**

## 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.
3. Reference the **site logistics (SL-11)** plan and other 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.

**TC-70a** shall provide ALL security and safety fencing outside the "construction Limits" (fencing) indicated on drawing SL-011 for the Signage & Wayfinding work.

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. **Street permits** – N/A  
**Signage and Wayfinding permits** – are not required for signage on the University of Kentucky campus.
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. **Sleeves** – N/A
19. **Embedded** – N/A
20. **Block-outs** – N/A
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. **Temporary heat** – N/A
  30. **Temporary power** – N/A
  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. **Salvaged** – N/A-Bid Package BP-5 and BP-6.

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. **Work outside of a stage perimeter** – N/A – refer to item F.3.

55. **Trenches** – N/A-Bid Package BP-5 and BP-6.

**(TC-70) Excavations and/or other work outside of a stage perimeter** must be protected by a 6' orange snow fence with driven steel 7' post not more than 4' O/C spacing; This requirement is agreed to by UK for **signage and Wayfinding work only** which is less than the UK requirements. It is the responsibility of the Trade Contractor performing work outside of the stage perimeter to supply, install, maintain and remove this fence when no longer required. This requirement is inclusive of restoring the site to previous condition.

**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.

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. **Exhaust purifiers** ("Scrubbers") 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** – N/A. All users shall verify accuracy of layout before utilization.

61. **"Safeway" (7'x14'w/3' tread) stairs scaffold** – N/A

62. **Gang Ladders** – N/A

63. **Safety rail protection system** – N/A. Contractors shall be required to comply with the leading edge (stage and ramp edges) requirements. Reference OSHA and Turner safety program.

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. **Material hoist(s)** – N/A

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. **Safety netting system** – N/A

68. **Tower Crane** – N/A

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. Concrete wash-out – N/A**

**74. Sump pits – N/A**

**75. Restore – N/A**

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. Defibrillator equipment** – N/A

**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 (UK-0918-10 Signage and Wayfinding)**

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 Signage and Wayfinding w/ Alternates**

TOTAL BID W/ ALTERNATES = \$ \_\_\_\_\_ N/A \_\_\_\_\_

**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.

<b><u>DESCRIPTION OF WORK (BASE BID)</u></b>	<b><u>COST INCLUDED IN BID</u></b>
Engineering & layout, Mobilizations, Permits	\$ _____
Shop drawings and submittals	\$ _____
Signage and Wayfinding	\$ _____
Safety & Housekeeping	\$ _____
“Temporary Signage/Interim displays” Allowance	\$ 25,000 _____

Remaining work not listed above, Overhead & Profit

(not to exceed 10% of proposal) \$ \_\_\_\_\_

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**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**

- 1) TC-70a include an allowance of \$25,000 for "Temporary Signage/Interim displays" as directed by the University of Kentucky and/or Construction Manager, Turner construction.

**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**

The following is a listing of contract documents:

- 1. Signage & Wayfinding Contract Specifications and Drawings as prepared by Beeghly Brown dated 10/26/09 are on **DVD, including drawing listing.**
- 2. **Request for Proposal, UK 0918-10** prepared by Turner Construction – Volume One A (1A) BP#6 Interior Fit Out – Scope of Work & General Requirements, dated **October 28, 2009** for:
  - a) **Request for Proposal: TC-70a Signage & Wayfinding**
- 3. Project Manual, prepared by Turner Construction – Volume One B (1B) BP#6 Interior Fit Out – Terms & Conditions dated **October 28, 2009.**

**DVD documents:**

- 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")  
See drawing volume for listing
- h) Project Safety Program dated 2/4/08 Attachment "D"
- i) CCIP Manual Attachment "E"
- j) Accounting Procedures Attachment "F"

4. Reference documents:

BP#5 & BP#6 previous awarded. Documents are available for review at the CM jobsite trailer.

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 Volume 1A, DVD and following Addendum(s):**

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
 ADDENDUM NO. \_\_\_\_\_ 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.)