



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-1045-11

Proposal Due Date 1-5-11

Game Soccer Field Improvements



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-1045-11	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	11-30-10	UNIVERSITY OF KENTUCKY
Title:	Game Soccer Field Improvements	PURCHASING DIVISION
Purchasing Officer:	James L. Sutton	411 S LIMESTONE
Phone:	859-257-5406	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: January 5, 2011 3:00 P.M. Lexington, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Request for Proposal. When the Request for Proposal includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. 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.
4. 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 the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
6. 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.

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

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1.0 DEFINITIONS

The term "addenda" means written or graphic 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 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**

The current game soccer field is a modified native soil field built in the mid – 1990's with a subsurface drainage and irrigation. The subsurface drainage is in a "herring bone pattern" and the lines are on about 20 foot centers. The field drains very poorly and growing grass on the field is a real challenge. The grass consists of Quicksand Bermuda grass over-seeded with perennial rye. The Bermuda grass comes back less and less each year. The field is used year round; men's and women's soccer season starts the first of August and runs till the end of April, and camp season starts the first of June and runs till the end of July.

Proposed improvements to the Soccer Game Field include:

1. Construct a new sand based natural turf field where the existing game soccer natural turf field exists.
2. Trench electrical conduit for future camera tower in between the existing game soccer field and practice field along the hillside. Location of the tower will be centered approximately at Mid-field of the new game field. Trench conduit for scoreboard and communications lines from press box to mid field official's bench (communication lines) and to the scoreboard (electrical)
3. Install new irrigation system for the game soccer natural turf field
4. Provide electrical outlets around perimeter. Locations to be determined
5. Install new goal sleeves (4 total, 2 per each goal line) and net support sleeves (6 total, 3 per each goal) that are in the north and south end of the game soccer field. Sleeves provided by UK.

2.2 **Background Information**

Even when the weather turns cold, there's a place where Kentucky football is hot. That place is the Nutter Field House, a marvelous \$8.5 million structure that is the home of the Wildcats on occasions of inclement weather. The Nutter Field House has many benefits for the football team. First, it is the team's headquarters during the off-season winter conditioning program. When other teams are shivering in cold weather, or trying to run inside in cramped conditions, the Wildcats have a spacious, climate-controlled place for conditioning. Each athlete receives the maximum benefit from his workout. Second, the Kentucky football team never has to miss a practice, or have the effectiveness of practice reduced, because of bad weather. The indoor facility is always ready. Third, the field house assists in game preparation. If Kentucky plays an opponent whose field is artificial turf, the Wildcats can practice on the surface and be ready to play on Saturday. Fourth, the players have a place to sharpen their individual skills whenever the Wildcats aren't practicing as a team. Even more than an indoor practice field, the field house can accommodate the year-round needs of 12 Kentucky sports — football, baseball, softball, gymnastics, men's and women's indoor and outdoor track, men's and women's golf, and men's and women's soccer. The Nutter Field House, which was dedicated in a ceremony on Sept. 2, 1993, covers more than 132,000 square feet and is located adjacent to the south end zone of Commonwealth Stadium.

It is named for E.J. Nutter and his family for their support of and service to the university. The Nutter Field House paid immediate dividends to the Kentucky football program. In its first year of existence, it served as the team's practice headquarters when the team earned a berth in the 1993 Peach Bowl. The indoor facility features an actual playing field of 108,000 square feet, including a full-size artificial turf football field. The football field is surrounded by a six-lane, 290-meter track which expands to nine lanes down the straight-aways. Areas for field events are also included for the pole vault, high jump, and long jump. A 9,000-square foot gymnastics room is located in the front of the building and serves as the UK GymCats' practice home. One of the most unique features of this multi-million dollar showplace is the electronic netting system. This system allows for different combinations of sports to practice safely, at the same time, by dividing the playing field. The nets can be lowered to separate the entire playing field from the track, or form four batting cages for baseball or driving ranges for golf. The playing field can be divided in halves to create two football, soccer, or baseball playing areas. The height of the indoor facility is 72 feet at its apex. This height allows punting, and field goal targets sewn into the nets permit realistic PAT/field goal kicking during practices. Also included in the facility is 3,000 feet of office space for the facility manager, receptionist, and coaches. The building also includes another 4,000 square feet of storage space.

2.3 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 716 acres and total enrollment is more than 27,000 students representing all Kentucky counties, every state in the nation, and 117 countries. There are more than 13,500 employees.

The University of Kentucky has long embraced its mission to provide excellent education to outstanding resident and non-resident students, recognizing that a knowledgeable populace is the best foundation for a prosperous Commonwealth. This mission has been further enhanced since 1997 when the Kentucky General Assembly mandated that UK become a Top 20 public research university by 2020. President Lee T. Todd Jr. focused the University on achieving this goal through the development of a Top 20 Business Plan in 2005 that gained national prominence for its vision and detail.

UK consists of some 200 major and degree programs in 17 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, Libraries, Medicine, Nursing, Pharmacy, Public Health, and Social Work. UK boasts over 80 national rankings for academic excellence.

UK operates a nationally recognized research library system, with the capstone being the world-class William T. Young Library. UK's book endowment is the largest among public universities. Its library network and technology provide extraordinary service to students in the colleges of Medicine, Law, Engineering, Fine Arts and other programs. Meanwhile, students, faculty and Kentucky residents can use UK Libraries' advanced technology to access the most up-to-date information from online journals, government publications and private studies.

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.

In spring 2007, ground was broken for a new \$450 million UK Chandler Hospital. This more than 1-million square foot facility, to be completed in 2011, is the cornerstone of a 20-year, \$2.5 billion plan to construct the Commonwealth Medical Campus of the Future. Among the campus' components are a now-under-construction \$120 million pharmacy building, additional research buildings, a new shared Health Sciences Learning Center, and additional buildings to house programs for the colleges of Medicine, Nursing, Health Sciences, Dentistry and Public Health.

Research at UK is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. For the last five years, the University has consistently exceeded \$200 million in sponsored projects awards. UK faculty recently attracted a record-breaking total of \$290 million in extramural funding for grants and contracts. A recent ranking placed UK at 26th among all public universities for federal expenditures. Meanwhile, the inventiveness of UK faculty continues to earn the University its standing as 17th among land-grant universities, 34th among public universities, and 57th overall in licensing income and patents. Another national ranking recently put UK 19th among public institutions for the scholarly productivity of its faculty.

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	11-30-10
Pre-Proposal Conference (Optional)	12-16-10
Deadline for Written Questions @ 3:00 p.m. on	12-20-10
RFP Proposals Due Date	1-5-11
Offeror Presentations *	week of 1-10-11
Contract Award*	1-28-11

* The Potential 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. James L. Sutton
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9100 ext. 000
Fax: (859) 257-1951

E-mail: jsutton@email.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 in Lexington, Kentucky on 12-16-10 at 1:30 PM at the Cats Den in Commonwealth Stadium, to allow prospective Contractors an opportunity to ask questions, and clarify the University's expectations. This conference provides Offerors an opportunity for oral questions.

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

- Attendance at the Pre-Proposal Conference is **optional**. At this conference the scope of services will be discussed in detail and copies of prior year financial reports will be distributed.
- Offerors are encouraged to submit written questions after the Conference by the date listed in Section 3.1 Key Event Dates.

The University will prepare written responses to all questions submitted and make them to all Offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful Contractor. 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.

An electronic version of the RFP is available through the University of Kentucky Division of Purchasing Web site: <http://www.uky.edu/purchasing/>

Click on: **Bid & Proposal Opportunities**

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 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.14 Questions

All questions should be submitted by either fax or e-mail to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

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.
- e) A statement that identifies the Confidential Information as described in Section 6.23 Confidentiality.

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.

The Offeror must show their project team qualifications.

1. Their design team (NCAA sports fields)
2. Install team (NCAA installs)
3. Project Manager and ability to coordinate with trades and owners. (NCAA installs)
4. Minimum of 5 years on installing (NCAA) sports fields.

4.6 Criteria 2 – Services Defined

[See section 7 for a complete detail of services defined.](#)

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

[Offeror must show the ability to perform the installation and ability to keep a project of this magnitude on schedule.](#)

[Describe how the Offeror arrives with a working schedule for both the design and installation.](#)

[Describe how the proposed project manager has been able to implement the project schedule.](#)

4.9 Criteria 5-Other Additional Information

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

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

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](#)
- [Evidence of Successful Performance and Implementation](#)
- [Financial Proposal](#)

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 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective with award, through the final completion and the warranty as defined in section 7

6.2 Effective Date

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals, including the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.

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.

6.4 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.

6.5 Acceptance or Rejection and Award of Proposal

The University 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. Further, the University reserves the right to make a single

award, split awards, make multiple awards or no award, whichever is in the best interest of the University.

6.6 Additions, Deletions or Contract Changes

The University 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.

6.7 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

6.8 Entire Agreement

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

6.9 Governing Law

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky Law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

6.10 Termination for Convenience

The University of Kentucky, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The Director of Purchasing may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 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 an authorized representative, provided the identity of the person is made known and the person 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.

6.13 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.
- Imposition of 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.
- Receipt of proposal received after the closing date and time specified in the RFP.

6.14 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

6.15 Assignment

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

6.16 Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

6.17 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

6.18 Patents, Copyrights and Trademarks

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.19 Indemnification

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.20 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES**Workers' Compensation****Employer's Liability**

Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.

Business Automobile Liability, covering owned, leased, or non-owned autos

LIMITS**Statutory Requirements (Kentucky)****\$500,000/\$500,000/\$500,000**

**\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products
and Completed Operations Aggregate**

**\$1,000,000 each occurrence
(BI & PD combined)**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky Division of Purchasing. The University, its

trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

6.21 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.

6.22 Reports and Auditing

[Offeror must submit at completion the final system report as well as all as built drawings for the system installed. This information should be filed in a digital format.](#)

6.23 Confidentiality

- a) Unless an exception in accordance with (C) below, and until the Effective Date of an agreement pursuant to this Request for Proposal, this RFP, any responses to the RFP, and other related documents, including but not limited to attachments, appendices, and exhibits, shall be marked and treated as CONFIDENTIAL, as provided for preliminary correspondence under KRS 61.878(1)(i).
- b) On and after the Effective Date of the agreement pursuant to this RFP, all documents associated with this RFP, unless an exception in accordance with (C) below, are NOT treated as CONFIDENTIAL documents and will be released upon receipt of a valid request under Kentucky Open Records law.
- c) Any material or information, in whole or in part, that is submitted whether before or after the Effective Date and that the party believes is confidential or proprietary shall be submitted separately in a document/format clearly marked CONFIDENTIAL. If a party submitting a response to a proposal believes that any document, before or after the Effective Date of the agreement, in whole or in part, pursuant to the RFP is confidential or contains confidential or proprietary information, the party shall identify the specific information and shall submit a listing of the information and the rationale for its being confidential or proprietary. University Office of General Counsel shall review the submitted material/information, consulting with officials of the submitting company, if needed, and make a final determination as to the confidential or proprietary nature of the submitted material.

6.24 Conflict of Interest

This Request for Proposal and any resulting contract is subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (<http://www.uky.edu/Legal/ethicscode.htm>). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University Purchasing Officer identified in this Request for Proposal.

6.25 Extending Contract

The Offeror's response to this RFP must state whether or not the offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.25 Copyright Ownership and Title to Designs and Copy

Contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to, and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.

6.26 University Graphic Standards

The Contractor must adhere to all University of Kentucky Graphics Standards. University Graphics Standards are maintained by the University Public Relations office and can be viewed at <http://www.uky.edu/regs/graphics/>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

6.27 Printing Statutes

The Purchase of Printing Services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically all Printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

6.28 Damaged or Inferior Material

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, the Purchasing Division in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.

7.0 **Scope of Services**

SOCCER/SOFTBALL FACILITY UNIVERSITY OF KENTUCKY GAME SOCCER FIELD IMPROVEMENTS

Existing Conditions and Summary of the Project:

The current game soccer field is a modified native soil field built in the mid-1990's with subsurface drainage and irrigation. The subsurface drainage is in a "herring bone pattern" and the lines are on about 20 foot centers. The field drains very poorly and growing grass on the field is a real challenge. The grass consists of Quickstand bermuda grass overseeded with perennial rye. The bermuda grass comes back less and less each year. The field is used year round; men's and women's soccer season starts the first of August and runs till the middle of November, the spring season for both teams starts in March and runs till the end of April, and camp season starts the first of June and runs till the end of July.

Proposed improvements to the outdoor practice facility include:

1. Construct a new sand based natural turf field where the existing game soccer natural turf field exists.
2. Trench electrical conduit for future camera tower in between the existing game soccer field and practice field along the hillside. Location of the tower will be centered approximately at mid-field of the new game field. [Trench conduit for scoreboard and communication lines from press box to mid-field official's bench \(communication lines\) and to the scoreboard \(electric\).](#)
3. Install new irrigation system for the game soccer natural turf field.
4. Provide electrical outlets around perimeter. (email soccer opts. folks to see where they are needed)
5. Install new goal sleeves (4 total, 2 per each goal line) and net support sleeves (6 total, 3 per each goal) that are in the north and south end of the game soccer field.

Demolition:

Remove existing goal sleeves (4 total, 2 per goal) and net support pole sleeves (10 total, 2 old sleeves that aren't used anymore and 3 current sleeves per each goal). The goal sleeves (4 total and 2 per goal) and net support pole sleeves (6 total and 3 per goal) will be re-installed by the Contractor (UK will provide the sleeves) per Kwik Goal specifications in concrete.

Parking Area:

The small parking lot adjacent to the game field (across Wildcat Court) will be used as the Design/Build Team staging area. UK will contact UK parking to set up any accommodations that

are needed. Design/Build team would be responsible for securing staging area with fence. Access to the facility will be through the soccer service gates (i.e. Soccer Student Entrance). There is an existing asphalt road and some chain links fence will have to be removed, also some landscaping beds. Design/Build team would be responsible for any damages to the asphalt road and restoring the road to current conditions.

Natural Turf Fields Design Parameters:

The natural turf area is defined as the actual playing surface and non-playing surface within the area of the existing game soccer field. This area includes all of the existing grass area that inside the 4 ft. chain link fence that encloses the existing game soccer field (area in front of bleachers is included), area should be graded in similar tolerance and slope (to continue drainage) as game field, but the root zone will be modified native soil.

1) Sub-Grade

The design finished sub-grade elevations shall have the same contour and slope as the design finished grade elevations (.5% slope on a single plain from the center of the field) on the playing field surface. Would be better off to have sub-grade at a steeper slope (.75%-1%) to increase water infiltration? It shall be appropriately graded, compacted, and stabilized to provide a suitable base for construction pursuant to the geotechnical recommendations. It shall be at a minimum of 6" below the final playing field surface design finished grade election, and compacted to 95% standard proctor, which shall be tested, certified, and documented to UK. The Design/Build team shall make a recommendation for the slope of the natural turf game soccer field. This recommendation should be based upon the removal of surface water and the ability to use the field during and immediately following rain showers. Grade of field should try to tie in to existing asphalt bench areas.

The sub-grade shall be graded with fully automated, hydraulically actuated laser guided equipment with acceptable grading tolerances not to exceed +/- 1/4" in either direction and with undulations not to exceed 1/4" in 25 feet. Manual or manual assisted laser guided equipment will not be acceptable. A certified (25' x 25' grid) sub-grade conformance survey shall be required and be submitted and reviewed by UK for their approval and acceptance. Upon the installation of the sub-surface drainage trenches, the removal of spoils will be required as to avoid altering the sub-grade during the drainage phase.

The Design/Build Team needs to consider the current location of the benches and scores table. These areas are on the west side of the game field and are asphalt pads covered in synthetic turf. The Design/Build Team will advise UK on the potential of the current areas interfering (not tying in) with the field slope and the predetermined pitch of .75% grade elevation. If the current areas are interfering, the areas will be removed and re-installed at the proper grade elevation that will allow the current slope/pitch to continue thru the bench/official areas. The re-installed asphalt pads will be A inches thick and B sq. footage.

2) Drainage System

The drainage system shall be designed as a primary sub-surface underdrainage system capable of allowing complete 100% percolation of a 6" per hour rainfall within 30 minutes after the rain event terminates. The underdrainage system shall discharge in the existing storm line adjacent to the Soccer Fields.

The Design/Build team shall consider and follow the 2010 geotechnical investigation which gives an idea of underlying rock depths for the area. A copy of this investigation has been enclosed by UK in this Request for Proposal paperwork. (Insert electronic copy of test from LE Gregg)

The drainage system layout shall be a "Herring Bone Pattern" or recommended alternate based upon the proposed grading pattern laid out by the design/build team. UK shall have final decision in the layout design. The system shall consist of perforated and non-perforated corrugated ADS pipe with a minimum of 0.50% slope in the drainage lines and connected into a "Perimeter" type collector line which in turn will discharge into the storm water outlet drainage structure adjacent to the Soccer Field. Lateral drain lines shall be spaced at a minimum of 20' on center.

Clean-outs shall be installed on the high end of each lateral line of the layout pattern. The pipe shall be installed in a 12" wide trench with the bottom and sides of the trench lined with a geotextile fabric that will be lapped a minimum of 12" over the topside of the trench.

The ADS pipe shall be bedded in a minimum of 4" of the subgrade. The addition of clean washed Pea River rock Gravel or similar stone which meets the current USGA specifications for material bridging of drainage gravel and root zone materials may be used upon recommendation of the Design/Build team.

3) Root Zone/ Growing Medium

The growing medium for the natural turf area shall consist of no less than 6" of a homogenous mixture of sand. The root zone mixture shall be mechanically blended at the sand supply source.

The design of the ratio of sand to peat mixture shall be what is needed to produce an initial water infiltration rate of 12-24 inches per hour and a minimum water infiltration rate of 6" per hour after the establishment of the natural turf.

The root zone design shall sustain the desired parameters for permeability moisture retention, firmness, and stability with a "playable surface". It will also allow athletic play to continue during rain events without any interruptions due to any standing surface water on the playing field.

All Design/Build Team's provided testing of both the raw materials and the blended root zone mix shall be performed by an Agronomic Laboratory which has been issued a current Accreditation Certificate of Geotechnical Testing of Putting Green Materials by the American Association for Laboratory Accreditation. Written documentation of such testing capability will be required by UK. All root zone testing methods will be in conformance with the modified 1994 USGA Physical Evaluation Testing Protocol. Water retention shall be 30-CM Tension.

UK will require written laboratory testing reports on all root zone materials, including root zone mix ratio and infiltration rate delivered to the playing field. This will ensure a quality control program for proper mixture of raw materials prior to delivery and placement on the playing field.

4) Natural Turf Stabilization

The addition of a root zone stabilizing product in the top 4" of the growing medium will be considered based upon recommendations made by the design/build team. The stabilization system may need to be considered if there is any issue with settling concerns with the subgrade or root zone. UK will make the final decision once the design/build team has made their recommendation. The turf stabilization shall be uniformly incorporated at a rate sufficient to the recommendation made by the design/ build team. Consideration shall also be given to the manufacturer's recommendation.

5) Natural Turf Surface

The field contractor will purchase and provide Certified Tifway 419 Bermuda Grass sod ([please see Tifway 419 Certification requirements](#)) as requested by owner. Contractor will sod the entire surface and will be responsible for a successful install, as approved by UK Sports Turf Manager. The sand base playing field area will be installed first at such and such date. The modified native soil field area will be tilled and re graded after the installation of the sand based sod. This is to prevent/relieve any undulations that are caused during first install and relieve compaction. Once tilling and re-grading is complete, the remaining sod can be installed.

The sod shall be harvested at the selected sod farm and shipped to the site of installation as "Big Roll Sod" in refrigerated trucks (to keep the sod from overheating on the trip from the sod farm to our job site). The rolls should be consistently cut across the entire width and length of the entire roll. The rolls should be 42" wide and 50 foot in length. Design/Build Team insures that sod farm cutting blades are sharp to keep from having uneven sod.

The acceptance of both delivered and installed sod will be at the sole discretion of the UK Sports Turf Manager.

UK will require that any area of the accepted finish grade of the playing field or surrounding area which is damaged or disturbed by the sod installer's operations shall be regarded, hand raked, re-floated prior to any sod installation.

6) Turf Maintenance and Grow-In

The Design/Build Team shall provide an approved thirty (30) day turf grow-in and maintenance phase that begins immediately after the substantial completion and acceptance of the turf installation. This shall include, but not limited to, watering, fertilization, pest control, weed control, top dressing, rolling, mowing, and documentation thereof.

Irrigation

The irrigation system shall be designed to provide a proper precipitation rate with 100% head to head cover for the entire facility (game field, 4 foot fence to 4 foot fence) including the natural turf game soccer field based on the windy conditions that occur on the soccer field. An automated pop-up rotor system will be utilized and the zones will run the length of the field. The size and model of the pop-up rotor will be determined by the ability to achieve proper coverage. The entire system (rotors, electrical valves, electrical wiring, conduit, irrigation piping, control box, remote control(s), pump system, and any other necessary items) will be installed as recommended by a professional irrigation consultant. Six quick couplers should be installed surrounding the playing field (1 at each mid-field point and at each corner), offset approximately 10 feet from the sideline/goal line. Each quick coupler needs to have a ball valve installed prior to the quick coupler, so that we can turn the water flow off to a coupler for any reason.

What UK requires or equivalent:

- Rain Bird 8005 Rotors with Rain Curtain Nozzle Technology
- Rain Bird PGA Series Valves
- Rain Bird Super Jumbo Rectangular Series (VB-SPR)

UK will supply both the water source and place of connection for the irrigation system. A current pump system is currently in place, and it will be the Design/Build Team's responsibility to determine if any part of the current system can be utilized within the new design.

Both the required water flow (GPM) and required water pressure (PSI) to efficiently operate the irrigation system is to be calculated by the Design/Build Team and documented in writing to UK during the design phase of the irrigation system.

Earthwork:

Depth of removal of existing natural grass game soccer field will be based upon 2010 geotechnical investigation. It will be the Design/Build team's responsibility to advise UK on the removal depth in order to tie the grade in with the existing soccer team bench areas. It is responsibility of Design/Build team to insure off site location for removal of spoils (provide UK with documentation on where it is going).

Drainage:

There is an existing storm sewer system that runs parallel to the north and south of the existing natural turf game soccer field.

Landscaping/Fence:

The 4 landscaping beds that are next to the access gate will have to be removed. The gates will also have to be removed, as will some chain link fence. Once the project is close to being finished, the chain

link fence will need to be re-installed (if still usable by UK standards) and a sliding gate will need to be installed.

Additional points to Consider for Contractor to provide:

The Field Contractor may begin the construction phase by [March 1, 2011](#) with a final completion date of August 1, 2011, with Bermuda sod on grass soccer field no later than May 31, 2011. [Design/Build team must submit an “as built” blueprint for all electrical/communication lines and conduits, irrigation lines ,valves, quick couplers, drainage lines, and drainage line clean outs. The “as built” blueprint must be in digital format and must be turned in to get paid. Design/Build team is responsible for securing job site with fence to prevent unnecessary visitors and intruders to the job site. UK would like to explore the addition \(pricing\) of an irrigation web-based smart control system, similar to a Baseline BaseStation 3200 system \(\[www.baselinesystems.com\]\(http://www.baselinesystems.com\)\). UK would like to explore \(additional pricing\) the option of a traditional “Astro Turf” or infill sideline on a stone base along the bench side of the field.](#)

Design/Build Team Qualifications

The Design/Build Team shall be composed of at least a Kentucky licensed professional engineer, a soil scientist, an agronomist, an irrigation designer, a qualified professional and/or collegiate sports field designer, and a qualified professional and/or collegiate sports field construction firm.

The field construction firm shall be licensed, registered and qualified to conduct business in the State of Kentucky. UK will require written proof of such registration prior to the execution of agreement and contract.

All members of the Design Team shall have been actively involved in the design and construction of Natural Turf/Sand-based playing field facilities for at least 5 years and must provide a list of completed projects that submittal reviewers could visit and evaluate with the owners. Be specific to the role played by each member of the team in the design and construction of these representative facilities.

Scope of Work

The work for this project will consist of preparing and providing complete design services, preliminary and final drawings, technical specifications, construction documents and cost estimates. Also required will be quality control testing, construction program inspections and completed project documentation.

Final design documents, plans and technical specifications for the playing field and surrounding area shall meet all applicable requirements of national, state and local laws, statutes and ordinances and other criteria established by UK. It shall be the responsibility of the successful Design/Build Team to prepare and submit all required documents to the proper governing authorities; to complete all permit applications, and to obtain all appropriate approvals required by the current regulations of the governing authorities.

The Design/Build Team shall be responsible for the quality of the products and construction of this project. All aspects of material and labor shall be observed and documented during construction to verify compliance with the provisions of this RFP.

All survey work shall be performed by a State of KY Registered Land Surveyor, who shall maintain records of all construction and installations as it proceeds, and upon completion, shall prepare there from recorded drawings showing the completed work as it was actually constructed and/or installed. These certified

drawings and documents should be submitted to UK for review and acceptance prior to any final acceptance of the construction phase of the playing field.

Coordination Requirements

The Design/Build Team shall be required to coordinate their activities with the UKCPMD Project manager and UK Physical Plant, with regard to all utility connections (water, drainage, etc.) and all underground utilities (electrical, audio, data and video).

8.0 Financial Offer Summary

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

8.1 Alternate Pricing

In addition to the above financial offer, Offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

Attachments –

Certified Bermuda Requirements
Game Soccer Field Picture
University Special Conditions for Construction/Renovation (Typical)
Prevailing Wage Rates

CERTIFIED TIFWAY 419 BERMUDA GRASS **REQUIREMENTS**

(Per North Carolina Blue Tag Certification for Sod Turfgrass)

Specific Certification Standards

Grass - Warm-season Turf

I. General Seed Certification Standards as Applied to Warm-season Turfgrass

- A. The General Seed Certification Standards as adopted are basic and together with the following specific standards constitute the standards for certification of warm-season turfgrass (bermuda, centipede, St. Augustine, and zoysia).
- B. The General Seed Certification Standards are modified as follows to apply specifically to warm-season turfgrass.

Section IX. Classes and Sources of certified seed for **vegetatively propagated** turfgrass

- 1. Foundation turf shall be the vegetative increase from Breeder turf and will be produced by the North Carolina Foundation Seed Producers, Inc., or other originator.
- 2. Registered turf shall be the vegetative increase from Foundation turf.
- 3. Certified turf shall be the vegetative increase from Foundation or Registered turf.
- 4. The life of the stand will continue for all classes of vegetatively propagated turfgrass as long as the varietal and mechanical purity for the class is maintained, unless life of stand is more narrowly defined by the originator or sponsoring agency.

OR

Section IX. Classes and Sources of certified seed for **sexually propagated** turfgrass

- 1. Foundation turf shall be the vegetative increase from Breeder seed.
- 2. Registered turf shall be the vegetative increase from Foundation seed.
- 3. Certified turf shall be the vegetative increase from Foundation, Registered, or Certified seed.

II. Land Requirements

- A. A field must be inspected prior to planting and be free of all perennial grasses and objectionable/noxious weeds to be eligible for the production of Registered and Certified turf. This requirement may be waived only with the approval of the Director of North Carolina Crop Improvement Association.
- B. A field for production of Foundation or Registered turf must be fumigated with a recommended soil fumigant using recommended rates and procedures to control all pests. This requirement may be waived only with the approval of the Director of North Carolina Crop Improvement Association.

III. Field Inspections

- A. A pre-plant inspection will allow the inspector to observe the previous crop, possible pest, field layout and other factors that contribute to successful stand establishment and compliance with certification standards. This requirement may be waived only with the approval of the Director of North Carolina Crop Improvement Association.
- B. Foundation, Registered, and Certified turf shall have at least two annual inspections. Additional inspections will be done if required by the originator per licensee contract for a variety of turfgrass. Once taken out of certification (missing one or more annual inspection) acreage cannot be brought back into the certification program.

C. After stand establishment and prior to inspection, a field must be rogued and/or sprayed with the herbicides sufficiently during the growing season to remove other varieties, perennial weeds, and objectionable/noxious weeds.

D. Inspector will mark areas of turf that do not meet certification standards with wired plastic flags.

IV. Field Standards

A. General requirements

1. Unit of certification - A field or portion of a field may be certified. Acreage of each field will be reported. If a portion of a field does not meet the field standards during inspection, the map of the field will clearly indicate the portions of the field with acreage estimates for each portion.
2. Isolation - Plantings of turfgrass must be isolated from any other variety and other perennial grasses by an artificial barrier and/or a strip at least six (6) feet wide to prevent mixing during the growing season and harvesting operations

B. Specific requirements (maximum permitted)

Factor	Foundation	Registered	Certified
Other varieties*	1/acre	2/acre	5/acre
Other Crops**	none	none	none
Noxious/Objectionable Weeds	none	none	none
Other Living Plants	50/acre	100/acre	200/acre

*Other varieties shall consist of all other varieties of the kind being produced.

**Other crops shall consist of all other kinds and varieties of perennial grasses.

- If factor is found in excess of standards and area flagged by inspector, roguing and/or eradication by spot spraying will be permitted to bring turf within standards.
- If actions are not taken or are not adequate to bring turf back into certification standards upon the second consecutive inspection, then that field shall not be eligible to be certified for one year. If it remains in the certification program, it still must be inspected due to Section III. Field Inspections Article B. It will be marked as Suspended the duration of the penalty.

V. Turf Standards

- A. No noxious/objectionable weeds are permitted.
- B. An official certificate or tag will accompany each shipment of certified sprigs, sod, or plugs.
- C. A complete record on the amount of certified turf sales will be maintained and made available to North Carolina Crop Improvement Association. The record will include class, kind and variety, field number, date of shipment, and amount of turf shipped (square feet, cubic feet, bushels, etc.).



Design/Build
Team Staging
Area

Access Road

Existing
Storm Sewer
Line

Existing
Water
Main Line

Bench/
Official's Area

Existing Game
Soccer Field

UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
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ARTICLE 01 GENERAL INFORMATION

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

1.4 Except as otherwise provided, where these Contract Documents obligate the General Contractor to certain responsibilities or require the General Contractor to perform certain actions, the General Contractor may require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the General Contractor of its obligation to the University under this contract.

ARTICLE 02 FIELD CONDITIONS

2.1 General Contractor will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposals or on the execution of the Work and shall address these issues in the preparation of their bid. No allowance shall be made for failure of the General Contractor to obtain such site information prior to submitting their proposal, and no adjustment to the General Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

ARTICLE 03 OWNER'S PROJECT MANAGER

3.1 The Owner's Project Manager during construction shall be the designated University of Kentucky Capital Projects Management Project Manager that is in charge of the Project.

ARTICLE 04 CONSULTANT

4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean _____ **(Various Consultants and the University of Kentucky Physical Plant Divisions** or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

5.1 The Sub-Surface Geotechnical Report was prepared by _____ **(General not required)** for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the General Contractor's information but do not represent a warranty of subsurface conditions. Neither the Owner nor the Consultant will be responsible for interpretations or conclusions drawn from this report by the General Contractor. This data is made available solely for the convenience of the General Contractor.

Alt.

5.1 No subsurface or geotechnical survey information is available at this time.

ARTICLE 06 TIME FOR COMPLETION

This will section will be agreed to by the contractor and the University prior to the Purchase Order being issued/

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be _____ consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

Alt.

6.1 The time for Substantial Completion (as further defined in Article 1 of the General Conditions) for each phase of Work shall be as stipulated below and as specified in the Work Order letter, and Final Completion for each phase shall be 30 days thereafter.

Phase I: **Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start) Number of calendar days allowed or actual date of desired Substantial Completion.**

Phase II: **Stipulate the area involved. New Construction vs. Renovation. Starting date (issuance of Work order or date when construction can start) Number of calendar days allowed or actual date of desired Substantial Completion.**

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the General Contractor fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of \$_____ **This amount will be stipulated and agreed to prior to a Purchase Order being issued** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the General Contractor fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of \$_____ **(This amount will be stipulated and agreed to prior to a Purchase Order being issued.)** Dollars (\$000.00) **(INSERT NUMBER AMOUNT)** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMISSIONS - GENERAL

8.1.1 The General Contractor shall submit each set of Shop Drawings, product data and samples with a separate transmittal form. The transmittal form will be provided by the Owner's Project Manager during the Pre-Construction meeting. Projects utilizing Constructware® will use Constructware®'s template.

8.1.2 All sample selections for color shall be submitted for approval at the same time. Color selections shall not be submitted individually.

8.1.3 Any deviation from the Contract Documents shall be noted on the transmittal form comment section.

8.1.4 All submittals are to be reviewed by the General Contractor for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the General Contractor. Submittals made directly to the Consultant by manufacturers or suppliers will not be accepted or reviewed.

8.1.5 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the General Contractor shall be made to any changes other than those in response to the Consultant's review.

8.1.6 Manufacturers shall, when requested by the Consultant, submit test reports prepared by reputable firms or laboratories certifying as to performance, operation, construction, wearability, etc., to support claims made by the manufacturer of the equipment or materials proposed for inclusion in the Work. General Contractor shall also submit a list of three (3) installations where said equipment or materials have been in service for five (5) years.

8.2 SUBMISSIONS - REVIEW

8.2.1 Review of submittals is only for compliance with the design concept and the contract documents. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR CHECKING DEVIATIONS FROM CONTRACT DOCUMENT REQUIREMENTS OR CHANGES FROM EARLIER SUBMISSIONS NOT SPECIFICALLY NOTED.

8.2.2 The following shall be verified prior to making submittals:

Field Measurements, Field Construction Criteria, Catalog numbers and similar data, Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "A = Approved", "FS = Furnish as Submitted", or "NET = No Exceptions Taken" : Proceed with the Work, no corrections needed.

8.2.3.2 "AN = Approved as Noted" or "FC= Furnish as Corrected": Proceed with the Work, noting the corrections/conditions of the approval.

8.2.3.3 "RR = Revise and Resubmit": Do not proceed with the Work, as the submittal does not comply with the Contract Documents. Revisions to the submittal are required for approval.

8.2.3.4 "SC = See Comments": Do not proceed with the Work. Comments have been made to the submittal which may require revisions or deviations from the contract documents.

8.2.3.5 "NA = Not Approved": Do not proceed with the Work, the submittal is rejected.

8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the General Contractor shall be deemed to be making the following representations:

8.3.1.1 The General Contractor understands and agrees that he shall bear full responsibility for the products furnished. The General Contractor expressly warrants that products described in the attached submittal will be usable and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.2 The General Contractor understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

8.3.1.3 The General Contractor acknowledges that the Owner will rely on the skill, judgment, and integrity of the General Contractor as to conformance requirements and subsequent usability.

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The General Contractor, within ten (10) days after the Pre-Construction meeting, shall submit to the Consultant using Constructware® a log fixing the dates for submission of Shop Drawings, special order

material items, certifications, guarantees, and any other items required to be submitted to the Consultant for review, approval or acceptance. This log shall be on the form provided by the Constructware® program as discussed by the Owner's Project Manager at the Pre-Construction Meeting

8.4.2 Upon review and approval of the initial log schedule, the General Contractor shall complete the remaining portion as Shop Drawings are submitted for approval. The log shall track all submittals to date. The updated log shall then be reviewed and discussed at each progress meeting to determine items that may impact the construction schedule.

8.5 Shop Drawings

8.5.1 The General Contractor shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log as herein detailed. By approving and submitting Shop Drawings, the General Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

8.5.2 The General Contractor shall submit Shop Drawings required for the Work and the Consultant will review and take appropriate action. The review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item will not indicate approval of the assembly in which the item functions.

8.5.3 The General Contractor shall make any corrections required by the Consultant for compliance to the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The General Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions. The General Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the General Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

8.5.4 Where a shop drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been approved by the Design Consultant. A copy of each approved shop drawing and each approved sample shall be kept in good order by the General Contractor at the site and shall be available to the Consultant.

8.5.5 The Consultant's approval of Shop Drawings or samples shall not relieve the General Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the General Contractor has in writing called the Consultant's attention to such deviation at the time of submission and the Consultant has given written approval to the specific deviation. Any approval by the Consultant shall not relieve the General Contractor from responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be submitted electronically by the contractor. Submittals must either be accompanied by a Shop Drawing & Procurement Transmittal which the Contractor will create from the Submittal Log or submitted through the Send Wizard in Constructware®. A separate transmittal form or message is to be prepared and attached to each package of submittals. A Constructware® transmittal form or message is to accompany the Shop Drawings from the General Contractor to the Consultant and from the Consultant to the General Contractor. Each individual Shop Drawing shall have a copy of the Shop Drawing & Procurement Transmittal or message attached with its respective specification number and description highlighted.

8.5.7 At the completion of the Project, two complete sets of approved Shop Drawings are to be submitted to the Consultant. Each set is to be placed in a legal size cardboard file box with each copy of

the approved Shop Drawing placed in a separate hanging file folder with file tabs. Each hanging file folder shall contain one copy of an approved Shop Drawing with a copy of the original approved Shop Drawing Transmittal Form.

8.5.8 Where Shop Drawings include fire alarm, communication systems schematics, sprinkler systems, etc., Mylar sepia of each drawing shall be submitted to the Consultant as part of the "Record" set of drawings.

8.5.9 One copy of each approved Shop Drawing shall be maintained at the job site by the General Contractor's Superintendent. One copy of each approved Shop Drawing shall also be maintained at the job site by the Resident Inspector, if a Resident Inspector is provided.

8.5.10 The minimum number of approved Shop Drawings required to be submitted is four (4); (One for Physical Plant Division's information; one at the job site for the General Contractor; and two (2) at the completion of the Project.) Additional sets needed by the Consultant(s), General Contractor, Sub-contractors, Suppliers, etc. will be determined at the Pre-Construction meeting and supplied by the contractor.

8.6 SUBMISSIONS - SAMPLES

8.6.1 Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices, and full range of color, texture, and pattern.

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.

8.6.3 A minimum of two (2) samples are required to be submitted to the Consultant for review and approval and will be distributed as follows:

- a) One to be retained by the University;
- b) One to be returned to the Design Consultant;
- c) An additional sample or samples may be submitted, at the General Contractor's option, for distribution to a third party.

8.6.4 Field samples (block, brick, etc.) of materials to be constructed at the site shall be submitted for review as required by the individual section of the Contract Documents.

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of two (2) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete.

8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Each manual must contain:

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, General Contractor, and General Contractor's Sub-contractors;

8.7.2.2 An Equipment Index that includes vendor's names, addresses, and telephone numbers for all equipment purchased on the Project;

8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to Constructware®;

8.7.2.4 Copies of each system's air balancing record and each system's hydronic balancing record;

8.7.2.5 Copy of valve tag list;

8.7.2.6 Copy of As-Built temperature control system drawings and components and sequence of operation;

8.7.2.7 Original copies of the following provided by the manufacturer:

Installation manuals	Instruction Manuals
Training manuals	Calibration manuals
Service Manual	Operation manuals
Parts list	Repair manuals
Reviewed Shop Drawings	Wire list

8.7.2.8 Any Computer, Micro controller, and/or Microprocessor equipped equipment installed shall be provided with source code copies of all software and firmware (prom, EPROM, ROM, other) supplied on this Contract; and

8.7.2.9 Copies of all inspection and guarantee certificates, manufacturers' warranties with the University of Kentucky listed as the Owner for all equipment provided and/or installed.

8.7.2.10 All manuals shall be as follows: Bound in hard cover three(3) ring (D-type) binder, 1", 1.5" or 2" maximum, indexed and in CSI format, tabbed (4,5,8 or 16th cut), no more than 80% binder fill, white vinyl, presentation type with clear vinyl view cover on front, back and spine and with pockets on front and back. Maximum drawing size in binder shall be folded 11"x17" and shall be hole punched and reinforcements added. Do not put drawings in pockets. Top of all drawings shall be at top or spine side of the manual. Complete drawings must be viewed without opening rings. Provide binders as manufactured by Universal Office Products, Des Plaines, IL. 1"(S# B2-20742), 1.5"(B2-20744), or 2"(B2-20746) or equal.

8.7.2.11 If the binder includes manuals from any one vendor covering several different model numbers, the model used on the Project must be highlighted.

8.7.2.12 Included in the front of the "Operation and Maintenance Manual" shall be a copy of the Interior and Exterior Finish plan and Schedule listing all finish materials, the manufacturer, the finish color, and the manufacturer's paint number.

8.7.2.13 Photograph album containing photos and negatives or digital images on CD (.pdf format) showing buried utilities and concealed items shall be included.

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The General Contractor shall submit one (1) electronic copy of As - Built set of drawings in PDF format and one (1) hard copy indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the General Contractor as well as all Sub-contractors. The General Contractor shall provide a qualified representative to update the As - Built set of drawings as construction progresses.

8.8.2 The General Contractor shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The General Contractor shall provide standard 3 1/2" x 5" photographs with negatives, or digital images on CD (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album with labeling as to

subject of photo, date, and Project. Such album is to be kept at job site with the As - Built Set of Drawings until submittal of same.

8.8.3 Approval of the Final Payment request will be contingent upon compliance with these provisions. The General Contractor's As – Built set of drawings shall be delivered to the Consultant at their completion so that the Consultant may make any changes on the original contract drawings.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful General Contractor can purchase any number of sets of plans and specifications from Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com/> or Phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021). The General Contractor will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 All drawings, specifications and copies, thereof, prepared by the Consultant, are the property of the University of Kentucky. They are not to be used on other Work.

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, GENERAL CONTRACTOR's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from Sub-contractors, shop drawings being reviewed, outstanding RFIs, outstanding RFQs, new RFQs, change orders pending approval, new business, As-Built updated, close-out documents status, defective work in place issues. review "pencil copy" of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

10.2 General Contractor shall prepare and submit at each progress meeting an updated schedule indicating Work completed to date and any needed revisions.

10.3 With the express purpose of expediting construction and providing the opportunity for cooperation of affected parties, progress meetings will be held and attended by representatives of:

- (1) The Owner's Project Manager
- (2) The Consultant.
- (3) General Contractor.
- (4) Sub-contractors.
- (5) Others requested to attend (as deemed necessary)
- (6) Physical Plant Division Representative

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Consultant.

ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART

11.1 Contractor shall prepare project construction schedules as a bar chart, with separate divisions for each major portion of the work, and in sufficient detail to identify the plan and sequence of construction to

be followed in meeting the requirements of the contract. Schedule shall include divisions for Work to be accomplished remote from central construction site, e.g. utilities from outside the construction site to the site for chill water, steam, electrical, communications, and/or fire service. Sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30" x 42". The schedule shall show the complete sequence of construction, by activity, with dates for beginning and completion of each element of the Work.

11.2 The schedule shall be submitted to the consultant for review. Review will be only for general conformance to the requirements of the contract. Review comments and/or acceptance of the Contractor's schedule shall not relieve the Contractor of any obligation for compliance with all requirements of the Contract Documents. Such review and comments shall not constitute interference with the Contractor's means and methods of construction, which shall remain solely the responsibility of the Contractor.

11.3 Schedules shall be revised no less frequently than monthly to coincide with regular monthly project progress meetings and submission of Applications for Payment, and shall be updated to indicate progress of each activity to date of submittal and projected completion of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes, and further shall be accompanied by a narrative report to define problem areas, anticipated delays, impact on the progress of the Work, and to report corrective action taken or proposed.

11.4 Initial Schedules shall be submitted in the File Director module in Constructware® within thirty (30) days after the date established in Notice to Proceed. After review, required revised data shall be completed within 10 days. Updated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one opaque reproduction and one electronic copy (disk or CD) along with a transmittal letter.

11.5 Copies of reviewed Schedules are to be provided to the job site file, Sub-contractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, problems anticipated by Projections shown in Schedules.

11.6 The processing of all progress payments is contingent upon the submission of updated schedules.

11.7 The processing of all Change Orders requesting a time extension to the contract are contingent upon the submission and approval of a revised schedule demonstrating that the change order does impact the date of completion for the entire project. Time extension requests associated with Change Orders that do not impact the date of completion for the entire project will be rejected.

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the General Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the General Contractor to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

12.2 During the walk-through, General Contractor shall identify all damaged surfaces or other defective items that exist prior to construction.

12.3 The walk-through shall be attended by Owner's Project Manager, a Representative of the user of the facility, the General Contractor and the Consultant

12.4 Written documentation of the walk-through is to be provided by the Consultant with copies distributed to all parties. Polaroid type color photographs are to be provided and labeled by General Contractor and one (1) copy of such photographs are to be given to Consultant. (Digital photos in a .jpg format are acceptable if submitted on a CD) All parties attending the walk-through agree on the list of damages.

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE

ARTICLE 14 FIELD OFFICE

14.1 General Contractor shall make his own provision for field office for his own personnel and for incidental use by their Sub-contractors. Quantity and location are subject to approval of the Consultant and the Owner's Project Manager.

14.2 A field office shall not be required for this Project.

ARTICLE 15 TELEPHONE SERVICE

15.1 General Contractor shall arrange through UK Communications Division for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the General Contractor. (Cell phone/Nextel service in lieu of UK Communications Division phone service may be utilized at General Contractor's option.)

ARTICLE 16 CONSTRUCTION FENCE

16.1 All fencing to comply with Section 3304.0 of the Kentucky Building Code except where the following requirements are more stringent:

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, lot line, or public way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence, but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area.

16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, lot line, or public way shall be a minimum of 6 feet in height.

16.1.3 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the General Contractor's lock, and a lock provided by the Owner. Lock by Owner shall be keyed for the University Best GA key for the main campus.

16.1.4 It shall be the General Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material.

16.1.5 The General Contractor shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The General Contractor shall police such conditions to assure the fence and posts are reset in a timely manner and are specifically in place at the close of the working day.

16.1.6 If the General Contractor fails to comply with the requirements of this Article 16, the Owner may proceed to have the work done and the General Contractor shall be charged for the cost of the Work done by unilateral deductive change order.

16.1.7 Plastic construction fence may be used as a visual warning barricade within the fenced construction site. This type of fencing is not acceptable as perimeter protection fence.

ARTICLE 17 PROJECT SIGN

17.1 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Consultant and the Owner's Project Manager. No political signs will be permitted.

ARTICLE 18 PARKING

NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER

18.1 No on-campus parking is available. The Contractor shall develop a parking plan as part of the required Pre-Construction Services element of this Contract in anticipation that the majority of required parking will have to be off-campus.

Alt.

18.1 The University of Kentucky will make available for purchase by the Contractor up to four (4) parking permits. The category of parking permit and location of parking is determined by the Director, Parking and Transportation Services, or a designee. Parking permits may be purchased by the Contractor to be used by the Contractor and/or the Contractor's subcontractors and employees during the construction period. The cost of each permit is based on the pro-rata annual cost and may be purchased from Parking Services, 721 Press Avenue, after the Contract is executed. Necessary documents required to purchase the passes will be available at the Pre-Construction Conference.

18.2 The Director, Parking and Transportation Services, or a designee will determine if parking is available for employees of the Contractor and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Contractor will be given thirty (30) days notice should conditions change that will affect parking at the designated parking area and it is necessary to relocate parking or terminate parking privileges. If parking is available, permits may be purchased from Parking Services, 721 Press Avenue at the appropriate monthly cost.

ARTICLE 19 SANITARY FACILITIES

NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER.

19.1 Restroom facilities in one of the surrounding buildings will be designated at the Pre-Construction Meeting for use by the General Contractor's workforce during construction. The designated restroom(s) and areas accessible to General Contractor must be kept clean and neat during construction. Failure to keep them clean will result in the General Contractor being required to provide portable toilets at his cost at the site. Drinking water shall be provided from an approved safe source so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

NOTE: MAJOR RENOVATIONS/NEW CONSTRUCTION

19.1 At the beginning of the Project, before any Work is started, the General Contractor shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

20.1 Rules of Measurement shall be established by the Consultant in the field. Actual measurement shall be taken in the field. These amounts shall become binding upon the General Contractor and be adjusted as before mentioned.

20.2 The General Contractor shall pay for and coordinate through the Consultant and/or the Owner's Project Manager all associated Work by utility companies including relocation of utility poles, installation of new street lights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions to the Contract, the General Contractor shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner.

21.2 The University of Kentucky has entered into a price contract agreement with SimplexGrinnell for procurement of fire alarm and security systems. SimplexGrinnell will provide an allowance for this project which may include Fire Alarm Equipment and Security Equipment, including all required cable/wire, labor to install cable and wire and terminations of SimplexGrinnell supplied devices and panels. SimplexGrinnell will be a sub-contractor under the General Contractor.

The General Contractor shall include an allowance of \$_____ in the base bid.

The electrical contractor is to provide and install conduits and back boxes/junction boxes. All conduits will include a pull string. SimplexGrinnell will furnish and install all fire alarm and security equipment.

(UK Project Manager to provide a copy of Simplex scope of Work)

ARTICLE 22 SEQUENCE OF CONSTRUCTION

22.1 **CONSULTANT/PROJECT MANAGER TO INSERT INFORMATION HERE IF CONSTRUCTION MUST BE SEQUENCED IN A SPECIFIC MANNER.**

22.2 All materials and equipment are to be brought into the project site from the approved staging location and are not to be brought through the existing buildings or loading docks. Any and **all** exceptions shall be approved by, and closely coordinated with, the Owner's Project Manager in advance of scheduling or performing the work.

22.2.1 The General Contractor shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Owner's Project Manager prior to commencing that Work.

22.3 The adjacent buildings and public areas will remain in use and the Owner shall have access to the existing building(s) throughout the duration of the Project. The General Contractor shall coordinate construction activity to assure the safety of those who must cross the Project site and shall provide and maintain the necessary barriers and accommodations for a completely safe route of accessibility. The General Contractor is to insure that all exits provide for free and unobstructed egress. If exits must be blocked, then prior arrangements must be made with the Owner's Project Manager.

22.4 The General Contractor shall cooperate with the Owner in minimizing inconvenience to, or interference with normal use of existing buildings and grounds by staff, students, other Contractors, or the public. General Contractor shall conduct operations to prevent damage to adjacent building structures and other facilities and in such a manner to protect the safety of building's occupants.

22.5 Special effort shall be made by the General Contractor to prevent any employee from entering existing buildings for reasons except construction business. In particular, use of toilets, drinking fountains, vending machines, etc. is strictly prohibited.

ARTICLE 23 CRANE & MATERIAL HOIST OPERATIONS

23.1 General Contractor shall provide appropriate barriers around crane and material hoist to protect pedestrian-and vehicular traffic around operating area. When crane is operating or moving, flag men provided by General Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. General Contractor's flag men shall coordinate these activities with the appropriate security personnel.

23.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours. General Contractor shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).

23.3 Any damage to trees, shrubs or plant material at the placement of crane or material hoist shall be repaired by tree surgery or replaced as directed by Consultant.

ARTICLE 24 UTILITIES

NOTE: CONSULTANT TO USE ONLY ONE OF THE PARAGRAPHS BELOW AND DELETE THE OTHER AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.

ON SMALL PROJECTS WHERE THE UNIVERSITY PROVIDES ELECTRIC.

24.1 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The General Contractor shall provide for all temporary taps, hoses, lines, boxes, lighting and installation of the same for construction operations. Electricity shall not be used for heating purposes. In the event that the General Contractor is wasteful with these utilities, the Owner shall charge the General Contractor accordingly.

ON LARGE PROJECTS THE FOLLOWING NEEDS TO BE USED IN LIEU OF THE ABOVE. VERIFY CURRENT RATE FOR EACH UTILITY WITH PPD MANAGER OF UTILITIES.

24.1 When the various building systems are energized and connected to Owner's utility systems, but prior to turnover to and occupancy by the Owner, the General Contractor is responsible to reimburse the Owner for Owner furnished utilities. These utilities include but not limited to steam, chilled water, domestic water, and electricity, provided by the Owner up to the date of Substantial Completion. Reimbursement will be payable monthly via a deductive change order to the contract. Unit costs for campus are as follows:

24.1.1 Steam is \$9.55/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

24.1.2 Chilled Water is \$7/million BTU (1000 lb.) measured through the building BTU meter.

24.1.3 Electricity is \$0.05/KWH measured through the building electric meter.

24.1.4 Water is supplied by Kentucky American Water Company (KAWC); General Contractor shall pay KAWC directly until the Owner's beneficial occupancy date. The General Contractor shall pay KAWC directly for fire service.

24.1.5 General Contractor shall furnish gas meter and Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date.

24.1.6 General Contractor shall obtain from and pay University of Kentucky Communications for the use of telephone services.

24.2 UTILITY OUTAGES

24.2.1 Interruption of Utilities and Services: No utilities or services may be interrupted without full consent and prior scheduling of the Owner. Owner approval is required in writing for each disruption.

24.2.1.1 ENTIRE BUILDING OUTAGE

The Owner's Project Manager is the General Contractor's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be three weeks written notice. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage and a statement of whether or not the materials are on hand to complete the Work. If a specific time is desired for the outage it should be included. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time, Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

24.2.1.2 SECTION OF A BUILDING OUTAGE

The Owner's Project Manager is the General Contractor's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of a section of a building shall be a written request one week prior to outage. The written request shall include the type of utility to be interrupted, when the outage is desired, reason for outage, length of outage, and what will be affected by the outage. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

ARTICLE 25 CLEANING AND TRASH REMOVAL

25.1 The General Contractor shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

25.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times. Trim weeds and grass within the site area.

25.3 Upon completion of the Work, General Contractor shall thoroughly clean and re-sod grass areas damaged to match existing areas.

25.4 The General Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

25.5 Dumpsters will be provided and maintained by the General Contractor.

25.6 During handling and installation of Work at the Project site, the General Contractor shall clean and protect Work in progress and adjoining Work on a basis of continuing maintenance. General Contractor shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration at time of Substantial Completion. Otherwise, General Contractor shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.

25.7 The General Contractor shall be responsible for daily cleaning of spillage's and debris resulting from his and his Sub-contractor's operations, (includes removal of dust and debris from wall cavities), and for providing closed, tight fitting (dustproof if required), waste receptacles to transport construction debris from the work area to the dumpster. Broom clean all floors no less than once a week. The General Contractor shall empty such receptacles into the trash container when full or when directed to be emptied by the Consultant and/or Owner's Project Manager, but not less than weekly. The use of hospital waste and trash receptacles is strictly prohibited, except as otherwise provided by the project specifications.

25.8 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 26 BLASTING

COVERAGES LISTED BELOW ARE MINIMAL AND SHOULD BE VERIFIED WITH UK RISK MANAGEMENT ON AN INDIVIDUAL PROJECT BASIS.

26.1 There shall be no blasting under any conditions on University of Kentucky property unless specified in these Special Conditions.

If blasting is allowed delete and use the following Alternate 26.1 and 26.2.

26.1 Blasting will be allowed on this Project as specified. Additional insurance coverage on the part of the General Contractor/ Sub-contractor for damages from blasting is required. This additional insurance will be an endorsement adding X, C, and U to the Comprehensive General Liability Policy as required by the General Conditions Article 35. This endorsement is based on the following buildings and furnishings whose assessed value is as follows: **(LIST BUILDING AND FURNISHING VALUES FOR BUILDINGS IN THE VICINITY OF THE BLASTING)**

BUILDING	BUILDING VALUE	FURNISHING VALUE	TOTAL
EXAMPLE			
1. Memorial Hall\$	\$ 976,000	\$150,000	\$1,126,000
2. Engineering Tower	\$4,356,000	\$422,000	\$4,778,000
3. Mining Lab	\$ 882,700	\$483,000	\$1,355,700
Total Value of Buildings and Equipment			\$35,936,000

The limits for X, C, and U endorsement for blasting must be a minimum of \$20,000,000.

26.2 The delivery route of blasting materials to the campus must be approved by the UK Office of Fire and Accident Prevention, UK Police Department, the Lexington Police Department, and the Owner's Project Manager prior to delivery of any blasting materials. During the Contract Time period the General Contractor shall notify the UK Police Department 24 hours prior to delivery, confirming the delivery route, the time and date of delivery, and the amount of explosives carried. The General Contractor shall designate magazines used for storage of caps and explosives, plus the amount stored in each magazine. General Contractor shall adhere to the American Table of Distance for storage of explosives, and limit overnight storage of 'Class-A' explosives to one day supply. It is strongly recommended, however, not to store explosives overnight.

ARTICLE 27 CUTTING AND PATCHING - NEW AND EXISTING WORK

27.1 New Work - Cutting and patching shall be done by craftsmen skilled and experienced in the trade or craft that installed or furnished the original Work. Repairs shall be equal in quality and appearance to similar adjacent Work and shall not be obviously apparent as a patch or repair. Work that cannot be satisfactorily repaired shall be removed and replaced.

27.2 Existing Construction - Refer to Architectural, Mechanical, and Electrical drawings for cutting and patching. All new Work shall be connected to the existing construction in a neat and workmanlike manner, presenting a minimum of contrast between old and new Work. Do all patching of the existing construction as may be required for the new construction to be done. Necessary patching, closing of existing openings, repairing and touching up shall be included as required for a proper, neat and workmanlike finished appearance. Any existing item that is to remain and is damaged during construction shall be replaced at the General Contractor's expense.

ARTICLE 28 UNRELATED PROJECTS

28.1 Unrelated construction Projects may be under way in the vicinity of this Project or the site utility work during the course of the Work related to this Project. The General Contractor for this Project must coordinate with any other contractors regarding overlapping areas. See Article 42 - Separate Contracts of the General Conditions.

ARTICLE 29 OWNER SUPPLIED MATERIALS

29.1 Owner, in an effort to expedite this Project, has Pre-ordered certain long lead time items. The following is the list of material that has been Pre-Ordered:

1. **LIST ITEMS**
2. **LIST ITEMS**

29.2 All Pre-Ordered Material was specified to be shipped to the **(NAME FACILITY)**. It will be the General Contractor's responsibility to receive and off load the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the General Contractor is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

ARTICLE 30 REMOVED ITEMS

30.1 The following is a list of items to be turned over to the Owner by the General Contractor after removal by the General Contractor. If there are additional items listed in the drawings to be turned over to the Owner, but not listed here, it shall be construed as being listed here.

1. **LIST ITEMS**
2. **LIST ITEMS**

30.2 All items which are identified to be turned over to the Owner must be treated with the utmost of care and protected during removal and transport from damage.

30.3 Materials to be turned over to the Owner by the General Contractor shall be delivered to a warehouse within a five (5) mile radius of the Project site. **IDENTIFY LOCATION IF POSSIBLE PRIOR TO PUTTING OUT FOR BID.**

ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

31.1 Areas under construction or renovation shall be separated from occupied areas by suitable temporary enclosures furnished, erected and maintained by the General Contractor. Temporary enclosures shall be dust and smoke tight and constructed of non-combustible materials to prohibit dirt and air borne dust from entering occupied spaces. General Contractor to review with Consultant ways to provide ventilation for dust generated by demolition and fumes/vapors produced during installation of new materials.

31.2 General Contractor is responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to erecting temporary enclosures.

31.3 General Contractor shall protect all exhaust diffusers, equipment and electrical devices from the collection of dust. All areas shall be checked and cleaned prior to final acceptance of Work.

31.4 Dust and debris from Work operations shall be held to a minimum.

31.5 General Contractor shall construct temporary dust partitions at locations and as detailed on drawings. Closures used for dust barricade shall be constructed of non-combustible materials, (metal studs and gypsum board or fire retardant plywood).

31.6 General Contractor shall provide additional devices as materials and required to contain dust within Work area and protect personnel during course of Work.

31.7 Areas of minor renovation, consisting of the removal of doors and frames, blocking of openings, and other limited Work shall be separated by a dust partition of fire retarded polyethylene on studs.

31.8 Existing corridor doors may serve as dust barriers, except if removed for refinishing. In such cases, temporary wood doors must be substituted until original doors are replaced.

31.9 The General Contractor may assume existing walls which extend full height of floor shall be deemed appropriate to contain air borne dust. Cover any voids or penetrations.

31.10 Doors or Windows in the perimeter walls surrounding the project work area shall be sealed off with protective materials in a manner to prohibit dust from escaping the work area. These shall be left in place until all work creating dust is completed. Protective materials shall consist of fire retardant wood, metal studs, gypsum board or flame resistant plastic.

31.11 Entry Passage to Work Area shall be utilized for entry and sealed off with zippered plastic opening, or other acceptable means which allows periodic entry and closure of barricade closure.

31.12 Install and maintain a "sticky mat" on the floor in locations where construction crews leave the construction area and prior to entering ANY existing space in the building.

31.13 Install and maintain a temporary floor covering in any and all elevators being utilized for this project.

ARTICLE 32 UK COMMUNICATIONS

EDIT BELOW IF PRE-WIRING DONE BY CONTRACTOR AND TERMINATIONS BY UK AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.

32.1 The University of Kentucky owns the campus Telephone system and the University's Communications Division is responsible for communications pre-wiring in all new and renovated facilities on the campus. The General Contractor, during the initial start up of construction, shall coordinate with a representative from UK Communications a time window as to when pre-wiring by University personnel for the phone system can start and when it must be finished prior to the installation of the finished ceiling. (Typically same time frame as electricians installing wire.) Thirty (30) days notice shall be given to UK Communications prior to the start of the time window for pre-wiring. If UK Communications is unable to meet the time window for finishing the pre-wiring, then the General Contractor is to proceed with his Work and not be delayed by the University.

Alt.

32.1 The communications wiring is to be provided, installed and terminated by a certified and approved communications contractor. All work shall be done in compliance with the latest UK-Communications' Standards, and closely coordinated with UK-Communications.

ARTICLE 33 EMERGENCY VEHICLE ACCESS

33.1 Emergency Vehicle Access must be maintained during construction. General Contractor shall coordinate with the local Fire and Emergency Medical Services department(s) that would respond to an emergency during the initial start up of construction to ensure a complete understanding of their requirements.

ARTICLE 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES

34.1 General Contractor shall protect all smoke detectors in Work areas to prevent false alarms. The General Contractor will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The General Contractor must follow the procedure outlined for Utility Outages and any documented charges charged by the responding fire department due to a false alarm shall be paid by the contractor. As soon as all Work is completed notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the General Contractor, all protected smoke detectors will be uncovered and tested.

34.1.1 When any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. General Contractor shall provide daily reports indicating the Superintendent has walked through the project at the end of each work period, to satisfy himself there are no present conditions that may result in an accidental fire. Portable fire extinguishers shall be on site during this time. The General Contractor is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 35 SURVEYS, RECORDS, and REPORTS

35.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the General Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on site as needed to properly locate each element of the entire Project. The General Contractor shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. General Contractor shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

35.2 Survey Procedures: The General Contractor shall verify layout information shown on drawings, as required for his own Work. As Work proceeds, surveyor shall check every major element for line, level, and plumb (as applicable), and maintain an accurate Surveyor's log or Record Book of such checks available for General Contractor or Design Consultant's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Design Consultant or General Contractor promptly upon detection of deviations exceeding indicated or recognized tolerances. The General Contractor shall record deviations which are accepted (not corrected) on Record Drawings.

ARTICLE 36 TOBACCO PRODUCTS PROHIBITED

36.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. "Property" for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: <http://www.uky.edu/TobaccoFree/files/map.pdf>.

For areas not located within Fayette County, Kentucky, smoking is prohibited in all owned, operated, leased, or controlled University buildings and structures, parking structures, enclosed bridges and walkways, and vehicles. Smoking is also prohibited outside buildings and structures within 20 feet of entrances, exits, air intakes, and windows, unless further restricted by division policy.

General Contractor employees violating this prohibition will be subject to dismissal from the Project.

For the full Administrative Regulation see University AR 6:5. <http://www.uky.edu/Regs/files/ar/ar6-5.pdf>

ARTICLE 37 ALTERNATES

37.1 Alternate(s) will be accepted in the sequence of the Alternates listed on the Bid Form, and the lowest Bid Sum will be computed on the basis of the sum of the base Bid and any alternates accepted, within the budgeted amount.

37.2 Schedule of Alternates:

LIST ALTERNATES AND DESCRIBE WORK IN PRIORITY SEQUENCE AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.

ARTICLE 38 FIELD CONSTRUCTED MOCK UPS

38.1 Exterior Finishes

38.1.1 After sample selection but prior to ordering exterior finish materials, General Contractor shall accumulate enough material samples to erect sample wall panels to further verify selection made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction; include sample masonry units (face and back-up wythes, plus accessories), window units, roofing finish, etc. to provide a complete representation of the exterior facade for approval by the Consultant; build mock-ups to comply with the following requirements:

38.1.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work.

38.1.3 Locate mock-ups at location as reviewed and approved by the Architect and University's Project Manager, generally within 10 feet of existing building, parallel to existing face of building, and exposed to sunlight during daylight hours. Mock-Up to be reviewed twice, once in direct sunlight and once in shade to confirm color characteristics of samples.

38.1.4 Mock-ups Size(s) for the following types shall be approximately 6' long by 4' high by full thickness.

Each type of exposed Work.

38.1.5 Protect mock-ups from the elements with weather resistant membrane.

38.1.6 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, demolish mock-ups and remove from the site.

38.2 Interior Finishes

38.2.1 After sample selection but prior to ordering interior finish materials, General Contractor shall accumulate enough material samples to erect sample to further verify selection made for color and textural characteristics, and to represent completed Work for qualities of appearance, materials and construction; include samples of interior finishes, including paint, wood stain, vinyl wallcovering, flooring and ceiling materials to provide a complete representation for approval by the Consultant; build mock-ups to comply with the following requirements:

38.2.2 Build mock-ups well in advance of the time the finish materials will be needed for inclusion in the Work. Mock-ups may be on newly installed wall surfaces.

38.2.3 Locate mock-ups with adequate illumination for observation under intended light levels.

38.2.4 Retain mock-ups during construction as a standard for judging completed Work. When directed by the University's Project Manager or by the Consultant, remove mock-ups from site or incorporate into the completed work.

ARTICLE 39 PROJECT COORDINATION VIA COMPUTER

39.1 The General Contractor is required to have an active email account to facilitate coordination of the project during construction and warranty.

39.2 To facilitate project construction coordination between the Consultant, the General Contractor, and the University of Kentucky as the Owner, UK Capital Project Management Division (CPMD) is hosting an Internet/ Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Consultant shall participate in the use of the WPMS (Constructware® or other system at the Owner's discretion) providing collaboration between Owner, the Consultant and selected contractors.

39.2.1 Owner shall provide the General Contractor with up to six user accounts and appropriate training for the web-based project management tool.

39.2.2 Utilization of, and training in the use of, the WPMS will be arranged for and supervised by Owner.

39.2.3 Participation of General Contractor is mandatory; others as determined by Owner.

39.2.4 All participants are required to have access to the internet and the Microsoft Internet Explorer browser (version 5.0 or higher). A broadband connection to the internet (e.g. Cable modem, ISDN, DSL) is recommended, but not required.

39.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting of Project Notices, Correspondence logging, Messaging between team members, emails to contacts outside of the team, Meetings (agendas, minutes, scheduling, item tracking), Discussions, Document Management (Daily Reports, Drawing Log, File Director, Punch Lists, RFIs, Submittals, Transmittals, Change Items, RFQs, and Site Inspections), and Cost Management (Contracts, Budgets, Purchase Orders, Pay Apps (pencil review), Contractor Change Requests and Change Orders).

39.2.6 Site camera monitors may be included at Owner's discretion.

39.2.7 Utilization of the WPMS shall be implemented by the Owner's representative.

39.2.8 Use of the system will provide consistent, real-time information for decision making. Additionally, all project data entered into the system will be archived to facilitate project record keeping. It is anticipated that proper use of the WPMS will improve efficiency of communications and reduce project related paperwork and clerical workload.

ARTICLE 40 HOT WORK PERMITS

40.1 All work involving open flames or producing heat and or sparks in occupied buildings on the University of Kentucky campus will require the General Contractor to obtain approval to perform "Hot Work" on site. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and Cadwelding. A copy of the Hot Work Permit and the Hot Work Permit Procedure will be passed out at the Preconstruction Conference for the General Contractor's use.

ARTICLE 41 INSURANCE

NOTE: CONSULTANT TO VERIFY COVERAGES WITH THE OWNER'S PROJECT MANAGER.

41.1 Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 (VERIFY NUMBER AMOUNTS) limits of liability for all employees who will be working at the Project site.

41.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$100,000,000 (VERIFY NUMBER AMOUNT) will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$100,000,000 (VERIFY NUMBER AMOUNT) will be required.

41.2.1.1 The limits of liability shall not be less than \$5,000,000 (VERIFY NUMBER AMOUNT) each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than \$2,000,000 (VERIFY NUMBER AMOUNT) for each person and each occurrence and \$1,000,000 (VERIFY NUMBER AMOUNT) for property damage.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than \$2,000,000 (VERIFY NUMBER AMOUNT) for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than \$1,000,000 (INSERT NUMBER AMOUNT) for bodily injury and \$500,000 (VERIFY NUMBER AMOUNT) for property damage for each occurrence shall be maintained.

41.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of \$100,000,000 (VERIFY NUMBER AMOUNT) combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

ARTICLE 42 KEY ACCESS

42.1 If Construction Cores are NOT utilized, then one set of keys for access to the renovation project area will be provided to the Contractor/Vendor's Project Manager/Superintendent by the University's Project Manager. The Contractor/Vendor's holder of the key(s) assumes responsibility for the safekeeping of the key(s) and its use. When leaving the renovation area all doors must be secured.

42.2 All keys must be returned to the University's Project Manager upon completion of project work as one of the requirements for Final Payment. Failure to return the keys may require re-keying of all doors in the work area up to and including the entire building if master keys are issued. The cost of re-keying of the door(s) accessed by the key(s) will be subtracted from the remaining contract dollars including contract retainage.

42.3 All lost or stolen keys must be reported immediately to the University's Project Manager.



Steven L. Beshear
Governor

Daniel Mongiardo
Lieutenant Governor

KENTUCKY LABOR CABINET
DEPARTMENT OF WORKPLACE STANDARDS
DIVISION OF EMPLOYMENT STANDARDS,
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J. R. Gray
Secretary

Mark S. Brown
Deputy Secretary

Michael L. Dixon
Commissioner

November 30, 2010

James Sutton
U K
411 S Limestone
Lexington KY 40506

Re: U K, Game Soccer Field Improvements

Advertising Date as Shown on Notification: November 30, 2010

Dear James Sutton:

This office is in receipt of your written notification on the above project as required by KRS 337.510 (1).

I am enclosing a copy of the current prevailing wage determination number CR 5-008, dated May 3, 2010 for FAYETTE County. This schedule of wages shall be attached to and made a part of the specifications for the work, printed on the bidding blanks, and made a part of the contract for the construction of the public works between the public authority and the successful bidder or bidders.

The determination number assigned to this project is based upon the advertising date contained in your notification. There may be modifications to this wage determination prior to the advertising date indicated. In addition, if the contract is not awarded within 90 days of this advertising date or if the advertising date is modified, a different set of prevailing rates of wages may be applicable. It will be the responsibility of the public authority to contact this office and verify the correct schedule of the prevailing rates of wages for use on the project. Your project number is as follows: 034-H-00936-10-5, Heavy/Highway

Sincerely,

Michael L. Dixon
Commissioner



ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated May 3, 2010.

Locality Number 008 – Fayette County

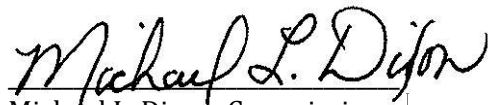
Determination Number CR 5-008

DELETE:

Marble, Tile & Terrazzo FINISHER	BASE RATE	\$16.69
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INSERT:

Marble, Tile & Terrazzo FINISHER	BASE RATE	\$15.42
	FRINGE BENEFITS	\$5.42



Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 12TH day of October, 2010.

ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated May 3, 2010.

Locality Number 008 – Fayette County

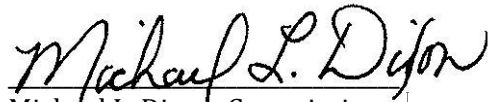
Determination Number CR 5-008

DELETE:

Asbestos/Insulation Worker	FRINGE BENEFIT	\$13.64
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INSERT:

Asbestos/Insulation Worker	FRINGE BENEFIT	\$11.89
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Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 26TH day of May, 2010.

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 008

Determination No. CR-5-008

Date of Determination: May 3, 2010

Project No. 034-H-00936-10-5 Type: __ Bldg __xx__ HH

This schedule of the prevailing rate of wages for Locality No. 008, which includes Fayette County, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-5-008.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, and/or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

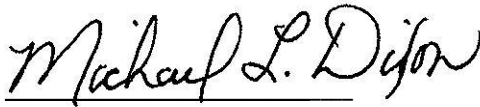
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HIGHWAY CONSTRUCTION

Highway construction includes the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction. It includes all incidental construction in conjunction with the highway construction project.

HEAVY CONSTRUCTION

Heavy projects are those projects that are not properly classified as either "building" or "highway". For example, dredging projects, water and sewer line projects, dams, flood control projects, sewage treatment plants and facilities, and water treatment plants and facilities are considered heavy.

A handwritten signature in black ink that reads "Michael L. Dixon". The signature is fluid and cursive, with the first name "Michael" and last name "Dixon" clearly legible.

Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet

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CLASSIFICATIONS	RATE AND FRINGE BENEFITS	
ASBESTOS/INSULATION WORKERS: BASE RATE	\$26.98	
	FRINGE BENEFITS	13.64

BOILERMAKERS:	BASE RATE	\$21.75
	FRINGE BENEFITS	11.76

BRICKLAYERS:

Bricklayers:	BASE RATE	\$22.33
	FRINGE BENEFITS	10.03

Firebrick & Refractory:	BASE RATE	\$23.54
	FRINGE BENEFITS	10.07

Sawman & Layman:	BASE RATE	22.58
	FRINGE BENEFITS	10.03

CARPENTERS:

Carpenters:	BUILDING	BASE RATE	\$19.88
		FRINGE BENEFITS	10.40

Piledrivermen:	BUILDING	BASE RATE	\$20.38
		FRINGE BENEFITS	10.40

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$20.70
		FRINGE BENEFITS	5.68

Piledriver:	HEAVY & HIGHWAY	BASE RATE	\$20.95
		FRINGE BENEFITS	5.68

Divers:	HEAVY & HIGHWAY	BASE RATE	\$31.43
		FRINGE BENEFITS	5.68

CEMENT MASONS:	BASE RATE	\$ 15.51
	FRINGE	.59

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<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>
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ELECTRICIANS:	BASE RATE	\$28.30
	FRINGE BENEFITS	12.55

When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel) and bridges or similar hazardous locations where workmen are subject to a direct fall: 50 feet to 75 feet – add 25% above the workman's hourly rate, over 75 feet add 50% above workman's hourly rate. No premium shall be paid on work performed using JLGs, bucket trucks or other similar elevated mechanized work platforms up to 75 feet above the surface upon which the platform sits.

ELEVATOR CONSTRUCTORS:	BASE RATE	\$28.44
	FRINGE BENEFITS	8.57

GLAZIERS:	BASE RATE	\$23.70
	FRINGE BENEFITS	11.40

IRONWORKERS:	BASE RATE	\$24.78
	FRINGE BENEFITS	17.39

LABORERS:

LABORERS/ BUILDING:

BUILDING GROUP 1:

General laborers, asbestos abatement laborer, toxic waste removal laborer, water boys, tool room checker, carpenter tenders, (civil engineer helper, rodman, grade checker, excluding all field work performed by Engineering Firms), concrete pouring and curing, concrete forms stripping and wrecking, hand digging and backfilling of ditches, clearing of right of ways and building sites, wood sheeting and shoring, signalman for concrete bucket and general cleaning, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D:

BUILDING	*BASE RATE	\$18.51
	FRINGE BENEFITS	8.59

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CLASSIFICATIONS	RATE AND FRINGE BENEFITS
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LABORERS/ BUILDING: (Continued)

BUILDING GROUP 2:

All air tool operators, air track drills, asphalt rakers, tampers, batchers plant and scale man, chain saw, concrete saw, cutter/burner, electric hand grinder, all electric bush and chipping hammers, flagmen, forklift operators, form setter (street or highway), metal form setters, heaters, mesh handlers on walkways, streets and roadways outside building, gunnite laborers, hand spiker, introflax burning rod, joint makers, mason tender, multi-trade tender, pipe layers, plaster tender, powderman helpers, power driven Georgia buggies, power posthole diggers, railroad laborers, sandblaster laborers, scow man and deck hand, signal man, sweeper and cleaner machines, vibrator operators, vibrator/tamper operated by hand or remote control, walk behind trenching machines, mortar mixer machines, water pumpmen, and environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C:

BUILDING	*BASE RATE	\$18.91
	FRINGE BENEFITS	8.59

BUILDING GROUP 3:

Asphalt paver screwman, gunnite nozzleman and gunnite nozzle machine operator, sand blaster nozzleman, concrete or grout pumpman, plaster pumpman:

BUILDING	*BASE RATE	\$19.11
	FRINGE BENEFITS	8.59

BUILDING GROUP 4:

Powderman and blaster, and environmental laborer - nuclear, radiation, toxic and hazardous waste - Level B:

BUILDING	*BASE RATE	\$19.21
	FRINGE BENEFITS	8.59

BUILDING GROUP 5:

Caisson holes (6 ft. and over) pressure and free air including tools, and environmental laborer-nuclear, radiation, toxic and hazardous waste - Level A:

BUILDING	*BASE RATE	\$19.71
	FRINGE BENEFITS	8.59

BUILDING GROUP 6:

Tunnel man and tunnel sand miner, cofferdam (pressure and free air), sand hog or mucker (pressure or free air):

BUILDING	*BASE RATE	\$20.01
	FRINGE BENEFITS	8.59

***Employees handling chemically treated materials which are harmful to the skin shall receive an additional \$.50 above base rate. Employees working on high work such as towers or smoke stacks, or any type of work fifty (50) feet above the ground or a solid floor shall receive \$1.00 above base rate. Employees working on boilers, kilns, melting tanks, furnaces, or when refractory is done using live fires, drying fires, heatups or any hot work shall receive \$2.00 above base rate.**

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS/HEAVY & HIGHWAY: (Continued)

LABORERS/ HEAVY HIGHWAY:

HEAVY HIGHWAY GROUP 1:

Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$20.36
	FRINGE BENEFITS	9.90

HEAVY HIGHWAY GROUP 2:

Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$20.61
	FRINGE BENEFITS	9.90

HEAVY HIGHWAY GROUP 3:

Asphalt lutean and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$20.66
	FRINGE BENEFITS	9.90

HEAVY HIGHWAY GROUP 4:

Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, and tunnel muckers (free air), directional and horizontal boring, air track driller (all types), powder man and blaster:

HEAVY & HIGHWAY	BASE RATE	\$21.26
	FRINGE BENEFITS	9.90

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<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>
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MARBLE, TILE & TERRAZZO:

Finishers:	BASE RATE	\$16.69
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Workers:	BASE RATE	\$23.74
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MILLWRIGHTS:	BASE RATE	\$22.77
	FRINGE BENEFITS	12.77

OPERATING ENGINEERS/ BUILDING:

BUILDING CLASS A-1:

Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair); hoisting engineer (2 or more drums), orangepeel bucket, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BUILDING	BASE RATE	\$24.60
	FRINGE BENEFITS	12.65

BUILDING CLASS A:

Articulating dump, auto patrol, batcher plant, bituminous paver, cableway, central compressor plant, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, directional boring machine, ditching and trenching machine, dragline, dredge operator, dredge engineer, elevating grader and all types of loaders, forklift (regardless of lift height), GPS systems (on equipment within the classification), hoe type machine, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), laser or remote controlled equipment (within the classification), locomotive, motor scraper, carry-all scoop, bulldozer, heavy duty welder, mechanic, orangepeel bucket, piledriver, power blade, motor grader, roller (bituminous), scarifier, shovel, tractor shovel, truck crane, winch truck, push dozer, highlift, all types of boom cats, self contained core drill, hopto, tow or push boat, a-frame winch truck, concrete paver, gradeall, hoist, hyster, pumpcrete, Ross carrier, boom, tail boom, rotary drill, hydro hammer, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, backfiller, gurries, sub-grader, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

BUILDING	*BASE RATE	\$23.60
	FRINGE BENEFITS	12.65

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS/BUILDING: (Continued)

BUILDING CLASS B:

All air compressors (over 900 CFM), bituminous mixer, joint sealing machine, concrete mixer (under 21 cu. ft.), form grader, roller (rock), tractor (50 HP and over), bull float, finish machine, outboard motor boat, flexplane, fireman, boom type tamping machine, truck crane oiler, greaser on grease facilities servicing heavy equipment, switchman or brakeman, mechanic helper, whirley oiler, self-propelled compactor, tractair and road widening trencher and farm tractor with attachments (except backhoe, highlift and endloader), elevator (regardless of ownership when used for hoisting any building material), hoisting engineer (1-drum or buck hoist), firebrick (masonry excluded), well points, grout pump, throttle-valve man, tugger, electric vibrator compactor, and caisson drill helper:

BUILDING	BASE RATE	\$20.86
	FRINGE BENEFITS	12.65

BUILDING CLASS C:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, roller (earth), tamping machine, tractors (under 50 HP), vibrator, oiler, concrete saw, burlap and curing machine, hydro-seeder, power form handling equipment, deckhand steersman, hydraulic post driver, and drill helper:

BUILDING	BASE RATE	\$20.09
	FRINGE BENEFITS	12.65

OPERATING ENGINEERS/ HEAVY HIGHWAY:

HEAVY HIGHWAY CLASS A-1:

Cableway, carry deck crane, cherry picker, clamshell, crane, derrick, derrick boat, dragline, hoist engine (2 or more drums), hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German & other types), truck crane:

HEAVY HIGHWAY	BASE RATE	\$25.60
	FRINGE BENEFITS	12.65

HEAVY HIGHWAY CLASS A:

A-frame winch truck, auto patrol, backfiller, batcher plant, bituminous paver, bituminous transfer machine, all types of boom cats, bulldozer, cableway, carry-all scoop, carry deck crane, central compressor plant operator, clamshell, concrete mixer (21 cu. ft. or over), concrete paver, truck-mounted concrete pump, core drills, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge operator, dredge engineer, earth movers, elevating grader and all types of loaders, grade-all, guries, heavy equipment robotics operator/mechanic, high lift, hoe-type machine, hoist (two or more drums), hoisting engine (two or more drums), horizontal directional drill operator, hydraulic boom truck, hydrocrane, hyster, KeCal loader, Letourneau, Locomotive, mechanic, mechanically operated laser screed, mechanic welder, mucking machine, motor scraper, orangepeel bucket, piledriver, power blade, pumpcrete push dozer, rock spreader attached to equipment, all rotary drills, roller (bituminous), scarifier, scoopmobile, shovel, side boom, subgrader, tallboom,

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS/HEAVY & HIGHWAY: (Continued)

telescoping type forklift, tow or push boat, tower cranes (French, German and other types) tractor shovel and truck crane, tunnel mining machines including moles, shields, or similar types of tunnel mining equipment:

HEAVY & HIGHWAY	BASE RATE	\$24.60
	FRINGE BENEFITS	12.65

Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.

HEAVY HIGHWAY CLASS B:

All air compressors (over 900 cu. ft. per min.), bituminous mixer, boom type tamping machine, bull float, concrete mixer (under 21 cu. ft.), dredge engine, electric vibrator compactor/self-propelled compactor, elevator (one drum or buck hoist), elevator (regardless of ownership when used to hoist building material), finish machine, firemen, flexplane, forklift (regardless of lift height), form grader, hoist (one drum), joint sealing machine, mechanic helper, outboard motor boat, power sweeper (riding type), roller (rock), ross carrier, skid mounted or trailer mounted concrete pumps, skid steer machine with all attachments, switchman or brakeman, throttle valve man, Tract air and road widening trencher, tractor (50 HP and over), truck crane oiler, tugger, welding machine, well points, and whirley oiler:

HEAVY & HIGHWAY	BASE RATE	\$22.18
	FRINGE BENEFITS	12.65

HEAVY HIGHWAY CLASS B2:

Greaser on grease facilities servicing heavy equipment, all off road material handling equipment, including articulating dump trucks:

HEAVY & HIGHWAY	BASE RATE	\$22.56
	FRINGE BENEFITS	12.65

HEAVY HIGHWAY CLASS C:

Bituminous distributor, burlap and curing machine, caisson drill and core drill helper (track or skid mounted), cement gun, concrete saw, conveyor, deckhand oiler, grout pump, hydraulic post driver, hydro seeder, mud jack, oiler, paving joint machine, power form handling equipment, pump, roller (earth), steermen, tamping machine, tractors (under 50 H.P.) and vibrator:

HEAVY & HIGHWAY	BASE RATE	\$21.92
	FRINGE BENEFITS	12.65

****Operators on cranes with booms one hundred fifty feet (150') and over including jib shall receive \$.50 above base rate.**

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CLASSIFICATIONS

RATE AND FRINGE BENEFITS

PAINTERS:

Brush, roller & paperhanger:	BASE RATE	\$17.87
	FRINGE BENEFITS	9.10

Spray, sandblast, waterblast (4000+ PSI), fireproofing & lead abatement:

BASE RATE	\$18.37
FRINGE BENEFITS	9.10

PLASTERERS:

BASE RATE	\$20.65
FRINGE BENEFITS	5.85

PLUMBERS & PIPEFITTERS:

BASE RATE	\$27.00
FRINGE BENEFITS	13.56

ROOFERS: (Excluding Metal Roofs)

BASE RATE	\$16.65
FRINGE BENEFITS	4.95

SHEETMETAL WORKERS: (Including Metal Roofs)

BASE RATE	\$28.00
FRINGE BENEFITS	13.59

SPRINKLER FITTERS:

BASE RATE	\$29.00
FRINGE BENEFITS	16.35

TRUCK DRIVERS/ BUILDING:

Truck Helper and Warehouseman:

BUILDING

BASE RATE	\$19.05
*FRINGE BENEFITS	11.08

Driver - 3 tons and under, Greaser, Tire Changer and Mechanic Helper:

BUILDING

BASE RATE	\$19.17
*FRINGE BENEFITS	11.08

Driver - over 3 tons, Drivers, Semi-Trailer or Pole Trailer; Dump Trucks, Tandem Axle; Farm Tractor when used to pull building material or equipment:

BUILDING

BASE RATE	\$19.28
*FRINGE BENEFITS	11.08

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<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>
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Drivers, Concrete Mixer Trucks (all types, hauling on job sites only); Truck Mechanics:

BUILDING	BASE RATE	\$19.35
	*FRINGE BENEFITS	11.08

Drivers, Euclid and other Heavy Earth Moving Equipment and Low Boy, Winch Truck and A-Frame Truck and Monorail Truck when used to transport building materials, Forklift Truck when used inside warehouse or storage area:

BUILDING	BASE RATE	\$19.45
	*FRINGE BENEFITS	11.08

BUILDING TRUCK DRIVERS: Drivers working or hauling to or from any hazardous or toxic site will add \$4.00 to base rate. *TRUCK DRIVER FRINGE BENEFITS apply to employees who have been employed a minimum or twenty (20) calendar days within any ninety (90) consecutive day period of that employer.

TRUCK DRIVERS/ HEAVY HIGHWAY:

Mobile batch truck helper:	HEAVY & HIGHWAY	BASE RATE	\$16.57
		FRINGE BENEFITS	7.34

Greaser, tire changer and mechanic helper:	HEAVY & HIGHWAY	BASE RATE	\$16.68
		FRINGE BENEFITS	7.34

Single axle dump, flatbed, semi-trailer or pole trailer when used to pull building materials and equipment, tandem axle dump, distributor and truck mechanic:

HEAVY & HIGHWAY	BASE RATE	\$16.86
	FRINGE BENEFITS	7.34

Euclid and other heavy earthmoving equipment and lowboy, articulator cat, 5-axle vehicle, winch and A-frame when used in transporting materials, ross carrier, forklift when used to transport building materials, and pavement breaker:

HEAVY & HIGHWAY	BASE RATE	\$16.96
	FRINGE BENEFITS	7.34