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Specific items to be edited are in **bold red** and shall be edited to conform with the project at hand. Articles not used should have **(NOT USED)** inserted below the article heading and the remaining text after the heading should be deleted.

Some areas will require information to be supplied / coordinated with the Owner's Project Manager in order to complete.

AFTER ALL EDITING IS COMPLETE DELETE THIS PAGE, THEN UPDATE THE TABLE OF CONTENTS PAGE REFERENCES PER THE FOLLOWING INSTRUCTIONS

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To view the INDEX MARKERS placed after the ARTICLE HEADINGS within the main text body of the Special Conditions GO TO MS-WORDS 'OPTIONS' command and click 'SHOWALL FORMATING MARKS'. You will then be able to see the markers that create / update the 'Table of Contents'. After all editing of the document is complete (INCLUDING DELETION OF THIS PAGE), click anywhere within the Table of Contents, then right click, and select 'Update Field' option, then click on "Update page reference only". The page references will automatically update to their correct current page locations within the edited document.

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UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK

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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 Construction Manager to certain responsibilities or require the Construction Manager to perform certain actions, the Construction Manager 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 Construction Manager of its obligation to the University under this contract.

ARTICLE 02 FIELD CONDITIONS

2.1 Construction Manager 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 scopes of work for the Subcontract bid packages. No allowance shall be made for failure of the Construction Manager to obtain such site information prior to submitting their proposal or to include such information in the Subcontract bid packages, and no adjustment to the Construction Manager's Contract amount or stipulated time for completion shall be allowed when due to failure by the Construction Manager 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 _____ **(INSERT FIRM NAME)** 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 _____ **(INSERT FIRM NAME)**. The report is [available at their offices][included within these documents] [available in Constructware®] for information purposes only and is not a part of the Contract Documents. The Boring Logs, if any, are included for the Construction Manager'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 Construction Manager. This data is made available solely for the convenience of the Construction Manager.

Alt.

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

ARTICLE 06 TIME FOR COMPLETION

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

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

CONSULTANT TO COORDINATE WITH OWNER'S PROJECT MANAGER TO ESTABLISH LIQUIDATED DAMAGES.

7.1 Should the Construction Manager 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 \$_____ **(INSERT WRITTEN AMOUNT)** Dollars (\$000.00) **(INSERT NUMBER AMOUNT)** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Construction Manager 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 \$_____ **(INSERT WRITTEN AMOUNT Generally this should be less than the amount specified for Substantial Completion in 7.1 above unless specific justification exists in the project documents.)** 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 Construction Manager 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 Construction Manager for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the Construction Manager. 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 Construction Manager 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. Construction Manager 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 Construction Manager shall be deemed to be making the following representations:

8.3.1.1 The Construction Manager understands and agrees that he shall bear full responsibility for the products furnished. The Construction Manager 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 Construction Manager 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 Construction Manager acknowledges that the Owner will rely on the skill, judgment, and integrity of the Construction Manager as to conformance requirements and subsequent usability.

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Construction Manager, 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the Construction Manager 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 Construction Manager 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 Construction Manager from his responsibility for any deviations from the requirements of the Contract Documents unless the Construction Manager 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 Construction Manager 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., a 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 Construction Manager'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 Construction Manager'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, Construction Manager, and Construction Manager's Sub-contractors;

8.7.2.2 An Equipment Index that includes vendors 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 Construction Manager shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The Construction Manager 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 Construction Manager'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

NOTE: CONSULTANT TO USE ONLY ONE VERSION OF PARAGRAPH 9.1 BELOW AND DELETE THE OTHER AFTER DISCUSSIONS WITH THE OWNER'S PROJECT MANAGER.

9.1 The successful Construction Manager will receive ____ **(INSERT NO.)** sets of plans and specifications . Construction Manager will be required to pay for cost of duplication for all sets required over and above this amount. Payments for Plans, Specifications and Official Contract Documents must be made to Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com/> or Phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

(ALT)

9.1 The successful Construction Manager 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 Construction Manager will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 The University will provide (minimum of two) sets of the 'Official Contract Documents' to the successful Construction Manager. One set is to be for his office and the other set is for the jobsite.

9.3 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, CM'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 RFI's, outstanding RFQ's, new RFQ's, 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 businesses 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 Construction Manager 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) Construction Manager.
- (4) Subcontractors.
- (5) Others requested to attend (as deemed necessary by CPMD).
- (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.

USE ONLY ONE OF THE VERSIONS OF ARTICLE 11 BELOW, AND DELETE THE OTHER.

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, 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 within thirty (30) calendar days after the date established in Notice to Proceed. After review, required revised data shall be completed within 10 calendar 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, subcontractors, 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 11 CRITICAL PATH METHOD (CPM) SCHEDULE

11.1 Construction Manager shall prepare schedules as a critical path chart with separate divisions for each major portion of the Work or operation. The schedules submitted for this project shall be prepared using either Primavera P3 or Primavera SureTrak scheduling software (files saved in Concentric P3 format). Sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30" x 42".

11.1.1 The schedule shall include divisions for Work to be accomplished remote from the central construction site, (e.g. utilities from outside the construction site to the site for chill water, steam, electrical, communications, and fire service). Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for that portion of the Work must be maintained and completed in the shortest reasonable time.

11.2 Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after the date established in Notice to Proceed, and shall include detailed information regarding Work to be performed during the first 90 days of the Project as well as milestone dates for all major elements of the remainder of the Work. Any necessary revisions to this Initial Milestone Schedule shall be completed prior to submittal of the Final Critical Path Baseline Schedule.

11.2.1 If a Project is to be constructed in multiple phases, the Notice to Proceed date for each phase of the Project shall be the date on which the University approves the award of the first Trade Contract for work in that phase.

11.3 The Final Critical Path Baseline Schedule shall be submitted to the Consultant and to the Owner within seventy five (75) calendar days after the date established in the Notice to Proceed, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by unusual inclement weather. Each item shall be identified by Specification section number. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule. A separate schedule of submittal dates for Shop Drawings, product data, and samples shall be required. Such separate schedules shall show decision dates for selection of finishes and delivery dates for Owner furnished items, if any and shall identify dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations. Activities, including Outages, that require action by or that are the responsibility of, the Owner or the Consultant under the terms of the Contract shall be properly indicated, and the responsible party shall be identified, in the CPM schedule.

11.4 The Consultant will review the schedule only for compliance with the intent of the contract documents. Such review shall not relieve the Construction Manager of any responsibility for compliance with the provisions of the Contract nor shall such review or resultant review comments constitute an amendment or modification of the contract requirements. The Construction Manager shall be solely responsible for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships and for the means and methods to be employed to assure constructions proceeds in accordance with the submitted schedule.

11.5 Up-dated Progress Schedules shall be submitted to the Consultant and to the Owner with each Application for Payment to indicate progress of each activity to date of submittal and the projected completion of each activity. Schedules shall show accumulated percentage of completion of each item, and

total percentage of Work completed, as of the first day of each month. Revised schedules shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays and impact on the schedule, and report corrective action taken, or proposed, and its effect. Schedules will be uploaded in Constructware®'s File Director module.

11.6. Up-dated Progress Schedules shall be submitted to the Consultant and to the Owner with each Application for Payment. Submissions shall include one opaque reproduction and one electronic copy (computer disc or CD), along with a transmittal letter. Notwithstanding any other provision in the Contract, where required, CPM schedules submitted for this project shall be prepared using either Primavera P3 or Primavera SureTrak scheduling software (files saved in Concentric P3 format). The Construction Manager shall provide electronic files compatible with the Owner's current software version.

11.7 Copies of reviewed Schedules are to be provided to the job site file and, as appropriate, to subcontractors, 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.

11.8 The processing of all progress payments is contingent upon the submission of critical path schedules. Only payment for bonds and limited Construction Manager mobilization costs will be approved for processing prior to acceptance of the baseline schedule(s).

11.9 The processing of all change orders requesting a time extension to the contract are subject to the terms of Article 21 of the General Conditions to this Contract and are contingent upon the submission of a critical path schedule showing the change order does indeed impact the critical path. Time extensions for Change Orders that do not impact the Substantial Completion of the Work will not be considered.

11.10 All time extensions shall be negotiated and made full, equitable and final, and incorporated in a revised CPM schedule at the time of Change Order issuance. No reservation of rights shall be allowed.

11.11 Float available in the schedule at any time shall not be considered for the exclusive use of either party to the contract, but will be a resource available to both the Owner and the Construction Manager. (Free float is the length of time the start of an activity can be delayed without delaying the start of a successor activity. Total float is the length of time along a given network path that the actual start of an activity(s) can be delayed without delaying the project completion.) No time extensions will be granted unless a delay occurs which impacts the Project's critical path, consumes all available float or contingency time, and extends the work beyond the Contract completion date

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the Construction Manager 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 Construction Manager to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

12.2 During the walk-through, Construction Manager 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 Construction Manager 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 Construction Manager 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

NOTE: USE ONLY THE APPLICABLE PARAGRAPHS BELOW AND DELETE THE OTHERS.

13.1 The Owner may have full time personnel or representatives on this job. If so, the Construction Manager is to provide, at no additional cost to the Owner, an office for the duration of the Project specifically for the use of Owner personnel. The office should be furnished with all required utilities, including HVAC, and the following:

- **3** Desks
- **3** Desk chairs
- **3** Side chairs
- **3** 4-drawer filing cabinets
- **3** telephones
- **3** DSL / cable modem connections
- **1** Facsimile machine
- **1** Layout table
- **1** hanging plan rack

[EDIT QUANTITIES]

13.2 **RESIDENT INSPECTOR (IF REQUIRED)** A full time Resident Inspector will be on this job. The Construction Manager is to provide a trailer for the duration of the Project specifically for the Resident Inspector. The trailer should be furnished with all required utilities, including HVAC and the following:

- **1** - Desk
- **1** - Desk chair
- **2** - Side chairs
- **1** - Layout table
- **1** - 4 Drawer filing cabinet
- **1** - Telephone
- **1** - DSL/Cable Modem Connection
- **1** - FAX Machine
- **1** - Hanging plan rack.
-

[EDIT QUANTITIES]

ARTICLE 14 FIELD OFFICE

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

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

14.2 Construction Manager is not required to provide a field office for use by the Owner or Consultant.

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

ARTICLE 15 TELEPHONE SERVICE

15.1 Construction Manager 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 Construction Manager. (Cell phone/Nextel service in lieu of UK Communications Division phone service may be utilized at Construction Manager'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 Construction Manager'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 Construction Manager'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 Construction Manager shall be responsible for removing and replacing any fence sections and/or posts necessary for access to the site on a daily basis. The Construction Manager 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 Construction Manager fails to comply with the requirements of this Article 16, the Owner may proceed to have the work done and the Construction Manager 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 The Construction Manager shall furnish, install and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and Construction Manager. **(Note: No Project Sign will be allowed on renovation jobs where all of the renovation is taking place on the interior of the building and storage has not been allowed on the grounds surrounding the site.)**

17.2 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 Construction Manager 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 Construction Manager of 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 Construction Manager to be used by the Construction Manager and/or the Construction Manager'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 Construction Manager and subcontractors in the K lots at Commonwealth Stadium or elsewhere on Campus. The Construction Manager 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 Construction Manager's workforce during construction. The designated restroom(s) and areas accessible to Construction Manager must be kept clean and neat during construction. Failure to keep them clean will result in the Construction Manager 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 Construction Manager 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 Construction Manager and be adjusted as before mentioned.

20.2 The Construction Manager 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 Construction Manager 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. No allowances shall have been included in the calculation of the Construction Manager's fixed fee quotation in par. 8.0 of the RFP.

21.2 Costs based on allowances may be included in Subcontract bid packages only with the prior written approval of the Owner, and only for objectively quantifiable material items.

21.3 Any allowance amounts included in a Subcontract bid package, but not expended for the approved task during the course of the work of that Subcontract, shall be deducted from the Subcontract by Change Order and that amount shall be added to the Construction Manager's Contingency Fund described in Article 22.2 below. Similarly, any additional amounts necessary to pay for additional cost of an allowance in a Subcontract bid package shall be funded from the Construction Manager's Contingency Fund.

21.4 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 Construction Manager.

The Construction Manager 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 CONSTRUCTION CONTINGENCY FUNDS

22.1 The Owner shall include an amount in the Project construction budget equal to one percent (1%) of the total cost of the construction, including the Construction Manager's fixed fee, as a Construction Contingency Fund. The following are general / typical categories of changes to the Work that may, with the Owner's prior written specific approval, be funded from this source:

22.1.1 Errors & omissions in the Construction Manager's bidding and scoping processes;

22.1.2 Reasonable costs associated with schedule recovery;

22.1.3 Sub-contractor non-performance or default;

22.1.4 Any costs or expenses incurred by the Construction Manager, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with the Contract for Construction and the best interests of Owner;

22.1.5 Amounts necessary to fund cost overruns in approved allowance items within Subcontract bid packages, as described in Article 21.3, above.

ARTICLE 23 SEQUENCE OF CONSTRUCTION

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

23.2 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.

23.2.1 The Construction Manager 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.

23.3 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 Construction Manager 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 Construction Manager 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.

23.4 The Construction Manager 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. Construction Manager 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.

23.5 Special effort shall be made by the Construction Manager 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 24 CRANE & MATERIAL HOIST OPERATIONS

24.1 Construction Manager 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 Construction Manager shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Construction Manager's flag men shall coordinate these activities with the appropriate security personnel.

24.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours. Construction Manager 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).

24.3 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 25 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.

25.1 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The Construction Manager 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 Construction Manager is wasteful with these utilities, the Owner shall charge the Construction Manager 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.

25.1 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 Construction Manager 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:

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

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

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

25.1.4 Water is supplied by Kentucky American Water Company (KAWC), Construction Manager shall pay KAWC directly until the Owner's beneficial occupancy date. The Construction Manager shall pay KAWC directly for fire service.

25.1.5 Construction Manager shall furnish gas meter and Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date.

25.1.6 Construction Manager shall obtain from and pay University of Kentucky Communications for the use of telephone services.

25.2 UTILITY OUTAGES

25.2.1 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.

25.2.1.1 ENTIRE BUILDING OUTAGE

The Owner's Project Manager is the Construction Manager'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.

25.2.1.2 SECTION OF A BUILDING OUTAGE

The Owner's Project Manager is the Construction Manager'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 26 CLEANING AND TRASH REMOVAL

26.1 The Construction Manager 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.

26.2 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.

- 26.3 Upon completion of the Work, Construction Manager shall thoroughly clean and re-sod grass areas damaged to match existing areas.
- 26.4 The Construction Manager shall be responsible for removal from the site of all liquid waste or other waste (ie. hazardous, toxic, etc.) that requires special handling on a daily basis.
- 26.5 Dumpsters will be provided and maintained by the Construction Manager.
- 26.6 During handling and installation of Work at the Project site, the Construction Manager shall clean and protect Work in progress and adjoining Work on a basis of continuing maintenance. Construction Manager shall apply suitable protective covering on newly installed Work where needed to prevent damage or deterioration at time of Substantial Completion. Otherwise, Construction Manager shall clean and perform maintenance on newly installed Work as frequently as necessary through remainder of construction period.
- 26.7 The Construction Manager shall be responsible for daily cleaning of spillage's and debris resulting from his and his Subcontractor'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 Construction Manager 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.
- 26.8 Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

ARTICLE 27 BLASTING

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

27.1 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 27.1 and 27.2.

27.1 Blasting will be allowed on this Project as specified. Additional insurance coverage on the part of the Construction Manager/ Subcontractor 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.

27.2 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 Construction Manager 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 Construction Manager shall designate magazines used for storage of caps and explosives, plus the amount stored in each magazine. Construction Manager 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 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

28.1 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.

28.2 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 Construction Manager's expense.

ARTICLE 29 UNRELATED PROJECTS

29.1 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 Construction Manager for this Project must coordinate with any other contractors regarding overlapping areas. See Article 42 - Separate Contracts of the General Conditions.

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 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**

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

ARTICLE 31 REMOVED ITEMS

31.1 The following is a list of items to be turned over to the Owner by the Construction Manager after removal by the Construction Manager. 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**

31.2 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.

31.3 Materials to be turned over to the Owner by the Construction Manager 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 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

32.1 Areas under construction or renovation shall be separated from occupied areas by suitable temporary enclosures furnished, erected and maintained by the Construction Manager. 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. Construction Manager to review with Consultant ways to provide ventilation for dust generated by demolition and fumes/vapors produced during installation of new materials.

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

32.3 Construction Manager 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.

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

32.5 Construction Manager 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).

32.6 Construction Manager shall provide additional devices as materials and required to contain dust within Work area and protect personnel during course of Work.

32.7 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.

32.8 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.

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

32.10 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.

32.11 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.

32.12 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.

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

ARTICLE 33 UK COMMUNICATIONS

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

33.1 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 Construction Manager, 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 Construction Manager is to proceed with his Work and not be delayed by the University.

Alt.

33.1 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 34 EMERGENCY VEHICLE ACCESS

34.1 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 35 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES

35.1 Construction Manager shall protect all smoke detectors in Work areas to prevent false alarms. The Construction Manager 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 Construction Manager 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 Construction Manager, all protected smoke detectors will be uncovered and tested.

35.2.1 When any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. Construction Manager 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 Construction Manager is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 36 SURVEYS, RECORDS, REPORTS

36.1 General: Working from lines and levels established by property survey, and as shown in relation to the Work, the Construction Manager 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 Construction Manager 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. Construction Manager shall advise Sub-contractors performing Work of marked lines and levels provided for their use in layout of Work.

36.2 Survey Procedures: The Construction Manager 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 Construction Manager or Design Consultant's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Design Consultant or Construction Manager promptly upon detection of deviations exceeding indicated or recognized tolerances. The Construction Manager shall record deviations which are accepted (not corrected) on Record Drawings.

ARTICLE 37 SMOKING IS PROHIBITED

37.1

Smoking is prohibited within the confines of all University of Kentucky buildings. Additionally the "Joint Commission of Healthcare on Accreditation", a national organization whose regulations govern recipients of Medicare and Medicaid monies, prohibits the use of tobacco products in or anywhere upon the health care campus. The University of Kentucky Hospital being a recipient of said monies is required to comply with the regulations. General Contractor's employees violating this prohibition will be subject to dismissal from the Project. For further information and boundaries of the health care campus see:

http://www.ukhealthcare.uky.edu/publications/healthfocus/fact_sheets/Fact_Sheet_tobacco_cess.pdf

For those projects not on the health care campus, an area outside of the exterior walls will be designated at the Pre-Construction meeting where smoking will be permitted.

ARTICLE 38 ALTERNATES

38.1 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.

38.2 Schedule of Alternates:

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

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS

39.1 Exterior Finishes

39.1.1 After sample selection but prior to ordering exterior finish materials, Construction Manager 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:

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

39.1.3 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, one in direct sunlight and one in shade to confirm color characteristics of samples.

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

Each type of exposed Work.

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

39.1.6 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.

39.2 Interior Finishes

39.2.1 After sample selection but prior to ordering interior finish materials, Construction Manager 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:

39.2.2 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.

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

39.2.4 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 40 PROJECT COORDINATION VIA COMPUTER

40.1 The Construction Manager is required to have an active email account to facilitate coordination of the project during construction and warranty.

40.2 To facilitate project construction coordination between the Consultant, the Construction Manager, 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.

40.2.1 Owner shall provide the Construction Manager with up to six user accounts and appropriate training for the web-based project management tool.

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

40.2.3 Participation of Construction Manager is mandatory; others as determined by Owner.

40.2.4 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.

40.2.5 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), CM Change Requests and Change Orders).

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

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

40.2.8 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 41 HOT WORK PERMITS

41.1 All work involving open flames or producing heat and or sparks in occupied buildings on the University of Kentucky campus will require the Construction Manager 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 Construction Manager’s use.

ARTICLE 42 INSURANCE

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

42.1 Employers' Liability Insurance. The Construction Manager 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.

42.2.1 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.

42.2.1.1 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.

4.2.2 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.