



UNIVERSITY  
OF KENTUCKY

---

# Purchasing Division

Request for Proposal

UK-2312-23

Proposal Due Date – 02/03/2023

Good Samaritan BHU Window Corrections

Project# 2599.0



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

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

<b>PROPOSAL NO.:</b>	<b>UK-2312-23</b>	<b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b>
<b>Issue Date:</b>	<b>01/13/2023</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Title:</b>	<b>Good Samaritan BHU Window Corrections</b>	<b>PURCHASING DIVISION</b>
<b>Purchasing Officer:</b>	<b>Ken Scott</b>	<b>411 S LIMESTONE</b>
<b>Phone/email:</b>	<b>859-257-9102/kenneth.scott@uky.edu</b>	<b>ROOM 322 PETERSON SERVICE BLDG.</b>
		<b>LEXINGTON, KY 40506-0005</b>

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 02/03/2023 3 P.M. LEXINGTON, KY TIME.**

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 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.
- 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, 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:

- 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);
- 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 RFP, designed to limit independent bidding or competition;
- 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;
- 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, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- 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;
- 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 KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

## Table of Contents

1.0 DEFINITIONS .....	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope .....	7
2.2 Background Information .....	7
2.3 University Information.....	7
2.4 Supplier Diversity and Procurement.....	9
3.0 PROPOSAL REQUIREMENTS.....	10
3.1 Key Event Dates.....	10
3.2 Offeror Communication .....	10
3.3 Pre-Proposal Conference .....	11
3.4 Offeror Presentations .....	11
3.5 Preparation of Offers .....	11
3.6 Proposed Deviations from the RFP .....	11
3.7 Proposal Submission and Deadline .....	12
3.8 Modification or Withdrawal of Offer.....	12
3.9 Acceptance or Rejection and Award of Proposal.....	12
3.10 Rejection .....	13
3.11 Addenda.....	13
3.12 Disclosure of Offeror's Response .....	13
3.13 Restrictions on Communications with University Staff .....	13
3.14 Cost of Preparing Proposal.....	14
3.15 Disposition of Proposals .....	14
3.16 Alternate Proposals .....	14
3.17 Questions .....	14
3.18 Section Titles in the RFP .....	14
3.19 No Contingent Fees.....	14
3.20 Proposal Addenda and Rules for Withdrawal.....	14
3.21 Requirement To Perform Vendor Onboarding and Registration.....	15
4.0 PROPOSAL FORMAT AND CONTENT .....	15
4.1 Proposal Information and Criteria .....	15

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form .....	15
4.3 Transmittal Letter .....	16
4.4 Executive Summary and Proposal Overview .....	16
4.5 Criteria 1 - Offeror Qualifications .....	17
4.6 Criteria 2 – Services Defined .....	18
4.7 Criteria 3 – Financial Proposal.....	18
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule .....	18
4.9 Criteria 5 – Other Additional Information.....	18
5.0 EVALUATION CRITERIA PROCESS.....	19
6.0 SPECIAL CONDITIONS.....	19
6.1 Contract Term .....	19
6.2 Effective Date .....	20
6.3 Competitive Negotiation .....	20
6.4 Appearance Before Committee .....	20
6.5 Additions, Deletions or Contract Changes .....	20
6.6 Contractor Cooperation in Related Efforts .....	20
6.7 Entire Agreement .....	21
6.8 Governing Law .....	21
6.9 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act .....	21
6.10 Termination for Convenience.....	21
6.11 Termination for Non-Performance .....	22
6.12 Funding Out .....	22
6.13 Prime Contractor Responsibility.....	23
6.14 Assignment and Subcontracting .....	23
6.15 Permits, Licenses, Taxes.....	23
6.16 Attorneys’ Fees .....	23
6.17 Royalties, Patents, Copyrights and Trademarks .....	23
6.18 Indemnification .....	24
6.19 Insurance .....	24
6.20 Method of Award .....	24
6.21 Reciprocal Preference .....	25
6.22 Confidentiality.....	25

6.23 Conflict of Interest ..... 25

6.24 Copyright Ownership and Title to Designs and Copy ..... 26

6.25 University Brand Standards ..... 26

6.26 Payment Terms ..... 27





7.0 SCOPE OF SERVICES ..... 27

    7.1 Detailed Services Defined ..... 27

8.0 FINANCIAL OFFER SUMMARY ..... 29

    8.1 Mandatory Services (Section 7.1)..... **Error! Bookmark not defined.**

**Attachments:**

-  Attachment A\_Drawings
-  Attachment B\_Specifications
-  Attachment C\_Special Conditions
-  Attachment D\_General Conditions, GC
-  Attachment E\_Medical Center Project Manual for GC
-  Attachment F\_Affidavit
-  Attachment G\_Payment Bond
-  Attachment H\_Performance Bond
-  Attachment I\_Contract Agreement
-  Attachment J\_DBE Participation Goals
-  Attachment K\_Contractor Protocol Instructions

## 1.0 DEFINITIONS

The terms "addenda or addendum" mean written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

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

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

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

The term "purchasing agency" means the University of Kentucky, Purchasing Division, 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 that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

The University seeks a highly qualified general contractor that possesses the knowledge, skills, and experience to oversee the purchase and installation of impact resistant retro fit window units.

The scope of services is further defined in Section 7.0 (Scope of Work) along with the Drawings and Specifications.

### **2.2 Background Information**

The Good Samaritan Hospital Behavioral Health Unit, located on the third floor, requires impact resistant retro fit window units to remain compliant with state code requirements. The exterior windows will remain, and the modifications noted in section 2.1 will bring the unit into compliance.

### **2.3 University Information**

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK's research enterprise attracted \$285 million in research grants and contracts from out-of-state sources, which generated a \$580 million impact on the Kentucky economy. Included in this portfolio is \$153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK's research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 865 bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 221 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to approximately 40,000 discharges in 2022.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.



UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

## **SUSTAINABILITY**

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

### **2.4 Supplier Diversity and Procurement**

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 Key Event Dates

Release of RFP	01/13/2023
Pre-Proposal Conference (Optional)	01/19/2023
Deadline for Written Questions	1:00 PM Lexington, KY Time on 01/24/2023
RFP Proposals Due	3:00 PM Lexington, KY Time on 02/03/2023

#### 3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are 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 e-mail to:

Ken Scott  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-9102  
Fax: (859) 257-1951  
E-mail: [cckbidquestions@uky.edu](mailto:cckbidquestions@uky.edu)

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

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

A Pre-Bid Conference will be held for this project on 01/19/2023 @ 2:00PM via Zoom: <https://uky.zoom.us/j/82979550209>. 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.

The University will prepare written responses to all questions submitted and make them available 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. Answers given orally at the conference are not binding.

### **3.4 Offeror Presentations**

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

### **3.5 Preparation of Offers**

The offeror is expected to follow all specifications, terms, conditions and instructions in this RFP.

The 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, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

### **3.6 Proposed Deviations from the RFP**

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 University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

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

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies in a single package, separate from the Financial Proposal.
- **Financial Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed copies in a single package, separate from the Technical Proposal.

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

**The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY 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 on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope 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 Modification or Withdrawal of Offer**

An offer and/or modification of an 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.

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

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

### **3.10 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 RFP.
- 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 RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

### **3.11 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.

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

The RFP 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 valid six (6) months after the proposal's 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.

### **3.13 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, 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.

**3.14 Cost of Preparing Proposal**

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

**3.15 Disposition of Proposals**

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

**3.16 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.

**3.17 Questions**

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

**3.18 Section Titles in the RFP**

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

**3.19 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.

**3.20 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.

### **3.21 Requirement To Perform Vendor Onboarding and Registration**

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

## **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 that 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 their 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 their 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 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.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

### **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.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In addition, please indicate the diversity nature of your company as well as ownership race/ethnicity.



Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80
	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

**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 RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company’s mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the [Sustainability Strategic Plan](#).

Provide a brief narrative describing the history of your firm. Include the number of employees in your firm, and brief bios of the ownership and executive management.

If your firm has had any contract terminated by another party *for reasons other than convenience* within the last five years, describe each incident.

Provide an organizational chart of your firm indicating the lines of authority for the senior personnel involved in performance of this contract and relationships of this staff to other programs or functions of the firm. This chart should show lines of authority to the next senior level of management beyond the project team level.

Provide the resumes of each proposed team member with relevant active behavioral health facility construction experience.

Provide a list of previous projects demonstrating your firm's experience working on an active inpatient behavioral health environment.

Provide your firm's procedures related to working in an active inpatient behavioral health environment.

Provide your firm's intended safety and logistics plan.

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

Refer to the Scope of Services, Section 7.0 and provide the information required. Confirm the window manufacturer that will be used on this project.

#### **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 shall give detail to their proposed schedule, including duration of work and phasing throughout an occupied space with access to only two rooms at a time.

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

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.

Offeror shall describe in detail their company's commitment to diversity, equity and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business.

## 5.0 EVALUATION CRITERIA PROCESS

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

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

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

The relative importance of the criteria is defined below:

### **Primary Criteria**

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

### **Secondary Criteria**

- Other Additional Services

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

Proposals must contain responses to each of the criteria, listed in Section 4 even if the 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

Refer to Special Conditions

### 6.1 **Contract Term**

Refer to Special Conditions Article 06 Time for Completion.

**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 that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

**6.3 Competitive Negotiation**

It is the intent of the 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. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

**6.5 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 RFP. 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 Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.6 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.

**6.7 Entire Agreement**

The 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.

**6.8 Governing Law**

The 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.

**6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

**6.10 Termination for Convenience**

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "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 a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

## **6.11 Termination for Non-Performance**

### **Default**

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

- Failing 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;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating 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) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- 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.

### **Demand for Assurances**

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

### **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 University 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 Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

**6.13 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

**6.14 Assignment and Subcontracting**

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

**6.15 Permits, Licenses, Taxes**

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 tax 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.

**6.16 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 that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

**6.17 Royalties, Patents, Copyrights and Trademarks**

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

**6.18 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 court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP 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.

**6.19 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), and this contract  
 Business Automobile Liability covering owned, leased, or non-owned autos  
 Umbrella Liability

**LIMITS**

Statutory Requirements (Kentucky)  
 \$500,000/\$500,000/\$500,000  
 \$2,000,000 each occurrence  
 (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate  
 \$2,000,000 each occurrence  
 (BI & PD combined)  
 \$1,000,000 each occurrence

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy regarding the scope of this solicitation. 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.

**6.20 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 award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.



### **6.21 Reciprocal Preference**

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

### **6.22 Confidentiality**

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

### **6.23 Conflict of Interest**

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct ([www.uky.edu/Legal/ethicscode.htm](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 RFP.

**6.24 Copyright Ownership and Title to Designs and Copy**

The 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 the contractor hereunder to be a work made for hire. The 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, the contractor shall return all such items to the appropriate University department within one week of delivery.

**6.25 University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. 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.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

## 6.26 **Payment Terms**

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

## 7.0 **SCOPE OF SERVICES**

### 7.1 **Detailed Services Defined**

The University seeks a highly qualified general contractor that possesses the knowledge, skills, and experience to oversee the purchase and installation of impact resistant retro fit window units. The project includes the selective demolition of existing exterior window drywall surrounds and the installation of new interior Psychiatric Impact Resistant window units, as well as drywall repair, caulking and painting around the openings.

The Project is located within an active and occupied Behavioral Health Unit. The **General Contractor** will have access to no more than two rooms at a time. Each **General Contractor** submits a proposed logistics plan and schedule for the work as part of the initial proposal. To meet ligature risk reduction as cited by Joint Commission, project substantial completion date shall be Monday, 3<sup>rd</sup> April 2023 and final completion date for the project shall be Monday 1<sup>st</sup> May 2023.

At the completion of every two rooms, there will be a punch list with the architect's review. Corrections will be required before continuing to the next phase of rooms.

The Scope of Services is further defined in the Drawings and Specifications as prepared by Stengel-Hill Architecture listed below.

**Sheet List:**

#Cover Sheet

A2.3.A – PARTIAL THIRD FLOOR DEMOLITION PLAN

A4.3.A – PARTIAL THIRD FLOOR PLAN

A4.5 – PLAN DETAILS

**Specification Index:**

Section 000001	Architect's Seal
Section 000002	Project Directory
Section 000100	Instructions to Bidders

**Division 1 - General Requirements**

Section 010000S01	UK Special Conditions – General Contractor
Section 010000S03	UK Medical Center Project Manual – General Contractor
Section 010100	Summary of Work
Section 010190	Contract Considerations
Section 010390	Coordination and Meetings
Section 013000	Submittals
Section 014000	Quality Control
Section 016000	Material and Equipment
Section 017000	Contract Closeout
Section 017200	Interim Life Safety Measures (ILSM)
Section 017340	Indoor Air Quality Control
Section 017800S01	Closeout Submittals
Section 017900	Demonstration and Training

**Division 2 – Existing Conditions**

Section 024119	Selective Demolition
----------------	----------------------

**Division 5 – Metals**

Section 055000	Metal Fabrications
----------------	--------------------

**Division 7 - Thermal and Moisture Protection**

Section 079200	Joint Sealants
----------------	----------------

**Division 8 - Doors and Windows**

Section 085653	Aluminum Framed Psychiatric Windows
Section 088000	Glazing

**Division 9 - Finishes**

Section 092116	Gypsum Board Systems
Section 099123	Interior Painting

*When a conflict between scopes and specifications is identified the more restrictive will apply.*

**7.1.1 Project Coordination:**

Each two-room phase of the work shall consist of the following:

1. Demolition of existing drywall window surrounds
2. Repair of existing wood blocking (as needed)
3. Installation of new window unit
4. Drywall repair, painting and caulking
5. Punchlist Review

Upon completion of a two-room phase, access to those rooms is restricted to hospital personnel and patients only.

**7.1.2 Allowances:**

Upon removal of the existing drywall window surrounds the General Contractor will need to review the existing wood window blocking and determine if replacement and/repair is required for the secure attachment of impact resistant window units. Due to the inability to verify these conditions prior to the RFP, provide an allowance of seventy thousand dollars (\$70,000) to repair any unforeseen conditions that may arise as the windows are removed and replaced, as part of the "Lump Sum Proposal"/Base Bid. At the completion of the project any unused portion of money will be returned to the Owner as a deductive Change Order.

**8.0 FINANCIAL OFFER SUMMARY**

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

LUMP SUM PROPOSAL

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

FOR THE LUMP SUM OF \_\_\_\_\_  
(USE WORDS)

\_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS.  
(USE WORDS) (USE WORDS)

(\$ \_\_\_\_\_)  
(USE FIGURES)

## Index to Drawings

ARCHITECTURAL	
A2.3.A	PARTIAL THIRD FLOOR DEMOLITION PLAN
A4.3.A	PARTIAL THIRD FLOOR PLAN
A4.5	PLAN DETAILS

## Code Information

GOVERNING REGULATIONS	
Kentucky Building Code	KBC - 2018 Edition
→ International Building Code	IBC - 2015
Accessible and Usable Buildings and Facilities	2009 ICC/ANSI A117.1
Kentucky Administrative Regulations, Facility Specifications; Hospitals	902 KAR 20.009
→ AIA Guidelines for Design and Construction of Healthcare Facilities	AIA-G 2008
National Fire Protection Association Life Safety Code	NFPA - 101 - 2012

### PROJECT DESCRIPTION

This Project is in the Behavioral Health Unit on the Third Floor of Good Samaritan Hospital. It encompasses the selective demolition of existing exterior window drywall surrounds and the installation of new interior Psychiatric Impact Resistant window units.

### BUILDING CLASSIFICATIONS

#### FIRE PROTECTION, DETECTION, AND ALARM SYSTEMS

All code analysis is based upon work within a facility which is fully protected by an Approved Automatic Sprinkler System and an Approved Fire Alarm System.

#### USE GROUPS/OCCUPANCIES

KBC	NFPA-101
I-2 (Institutional-Incapacitated) (Section 308.3 and 407)	New Healthcare (Chapter 18)

#### TYPE OF CONSTRUCTION

KBC	NFPA-101
Type I-A (Non-Combustible, Protected) Section 602.2	Type I (332) (Non-Combustible, Protected) Table 8.1.6.2

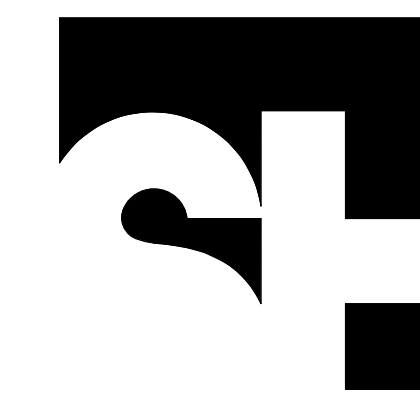


## GOOD SAM BHU WINDOW CORRECTIONS UK GOOD SAMARITAN HOSPITAL

310 SOUTH LIMESTONE  
LEXINGTON, KENTUCKY 40508

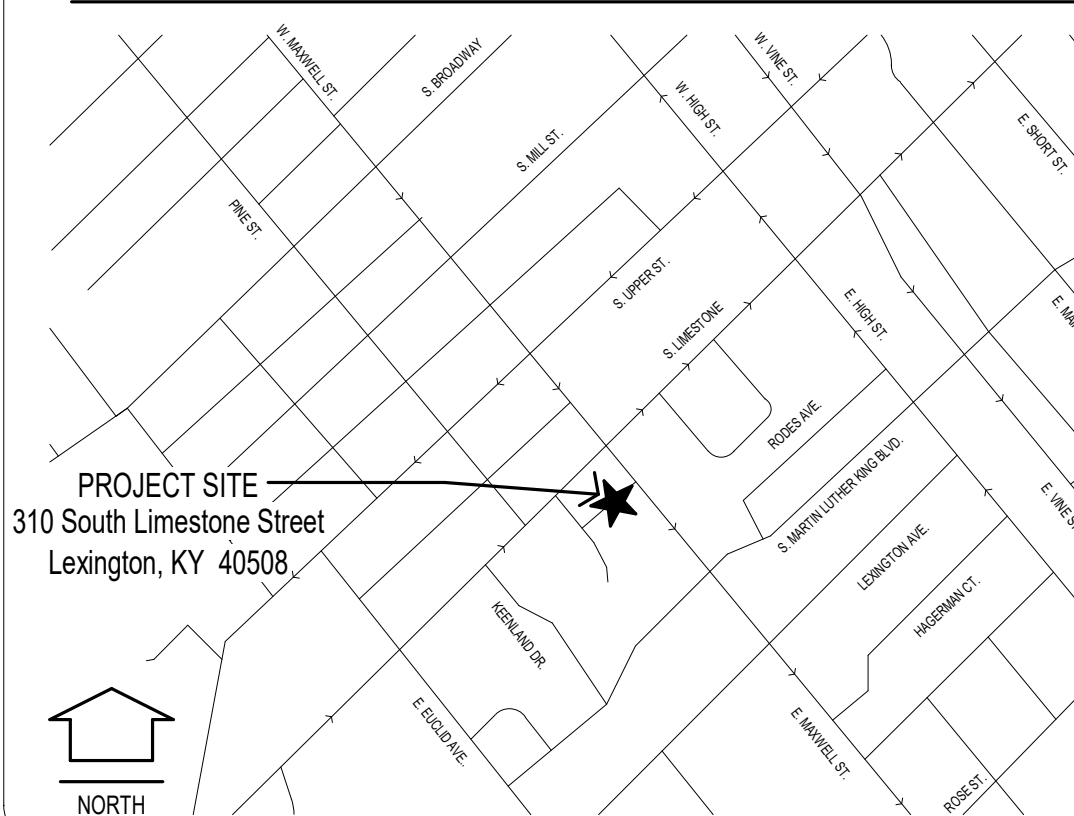
## CONSTRUCTION DRAWINGS

19 OCTOBER 2022  
SHA.UKY2204  
CPMD 2599.0



STENGENL HILL ARCHITECTURE  
501 EAST HIGH STREET LEXINGTON, KENTUCKY 40502 502.893.1875 502.893.1876 fax

## Location Map



CONSTRUCTION DRAWINGS

GOOD SAM BHU WINDOW CORRECTIONS  
UK GOOD SAMARITAN HOSPITAL

**DEMOLITION KEYNOTES**

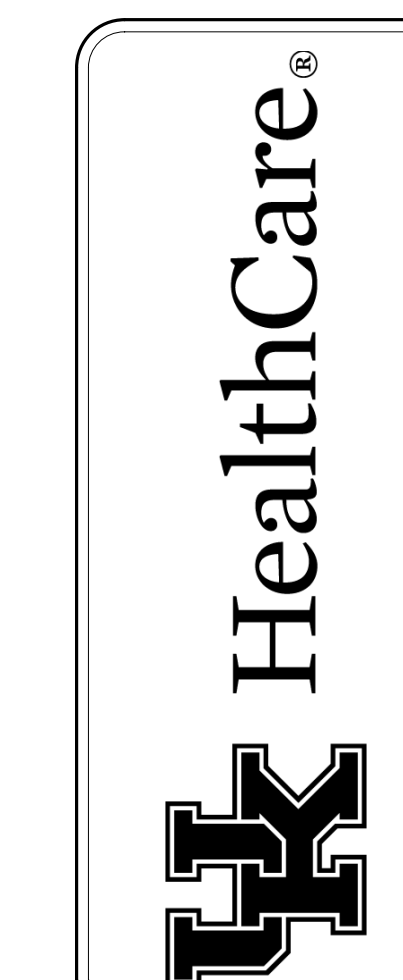
- ① REMOVE DRYWALL WINDOW SURROUNDS AT HEAD, SILL AND JAMB AS WELL AS CORNER BEADS AND CASING BEADS AT LOCATIONS WHERE NEW ALUMINUM PSYCHIATRIC WINDOWS WILL BE INSTALLED.  
VERIFY REQUIREMENTS FOR NEW WINDOW INSTALLATION WITH MANUFACTURER TO CONFIRM ALL REQUIRED COMPONENTS HAVE BEEN REMOVED IN ORDER TO INSTALL NEW WINDOWS PER MANUFACTURER REQUIREMENTS.
- ② REMOVE MARBLE WINDOW SILL
- ③ REMOVE SECURITY SCREENS AT SECLUSION ROOMS

**GENERAL NOTES**

1. VERIFY ATTACHMENT OF NEW WINDOW SYSTEM WITH MANUFACTURER PRIOR TO DEMOLITION OF GYPSUM WINDOW SURROUNDS.
2. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ARCHITECT IMMEDIATELY OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND CONFIGURATIONS SHOWN IN THE CONSTRUCTION DRAWINGS.
3. ALL ADJACENT SURFACES TO THE AREA OF DEMOLITION WHICH ARE SCHEDULED TO REMAIN AND ARE IN ANY MANNER AFFECTED BY THE WORK SHALL BE PATCHED AS REQUIRED TO MATCH THE ADJACENT FINISHED SURFACES.  
- ALL DRYWALL PATCHING SHALL BE IMPACT RESISTANT DRYWALL, REFERENCE SPECIFICATIONS FOR ACCEPTABLE MANUFACTURERS
4. CUTTING AND PATCHING OF EXISTING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING THE WORK FOR WHICH THE CUTTING IS REQUIRED. THE WORK SHALL BE PERFORMED BY A PERSON OR PERSONS SKILLED IN THE TRADE INVOLVED.
5. ALL DEMOLITION DEBRIS SHALL BE DISPOSED OF IN A MANNER ACCEPTABLE TO THE REGULATORY AUTHORITY HAVING JURISDICTION.
6. NOISE AND DUST LEVELS SHALL BE KEPT TO A MINIMUM TO AVOID DISTURBANCES TO ONGOING ACTIVITIES IN THE ADJACENT AREAS.
7. REMOVE ALL EXISTING BLINDS TRACKS, GUIDES ETC AT EXISTING WINDOWS TO RECEIVE NEW PSYCHIATRIC WINDOW.
8. CONTRACTOR SHALL PROVIDE TEMPORARY PARTITION DOORS AS REQUIRED TO SECURE PROJECT AREA AT ALL TIMES AND AS REQUIRED TO AVOID MIGRATION OF DUST INTO ADJACENT OCCUPIED AREAS.
9. CONTRACTOR SHALL REMOVE ALL EXISTING WOOD SHIMS AND PROVIDE NEW SHIM AS NECESSARY FOR THE INSTALLATION OF NEW WINDOWS.
10. REMOVE/REPLACE EXISTING WOOD JAMB, HEAD AND SILL WINDOW BLOCKING AT LOCATIONS WHERE DAMAGE OR DECAY IS VISIBLE.

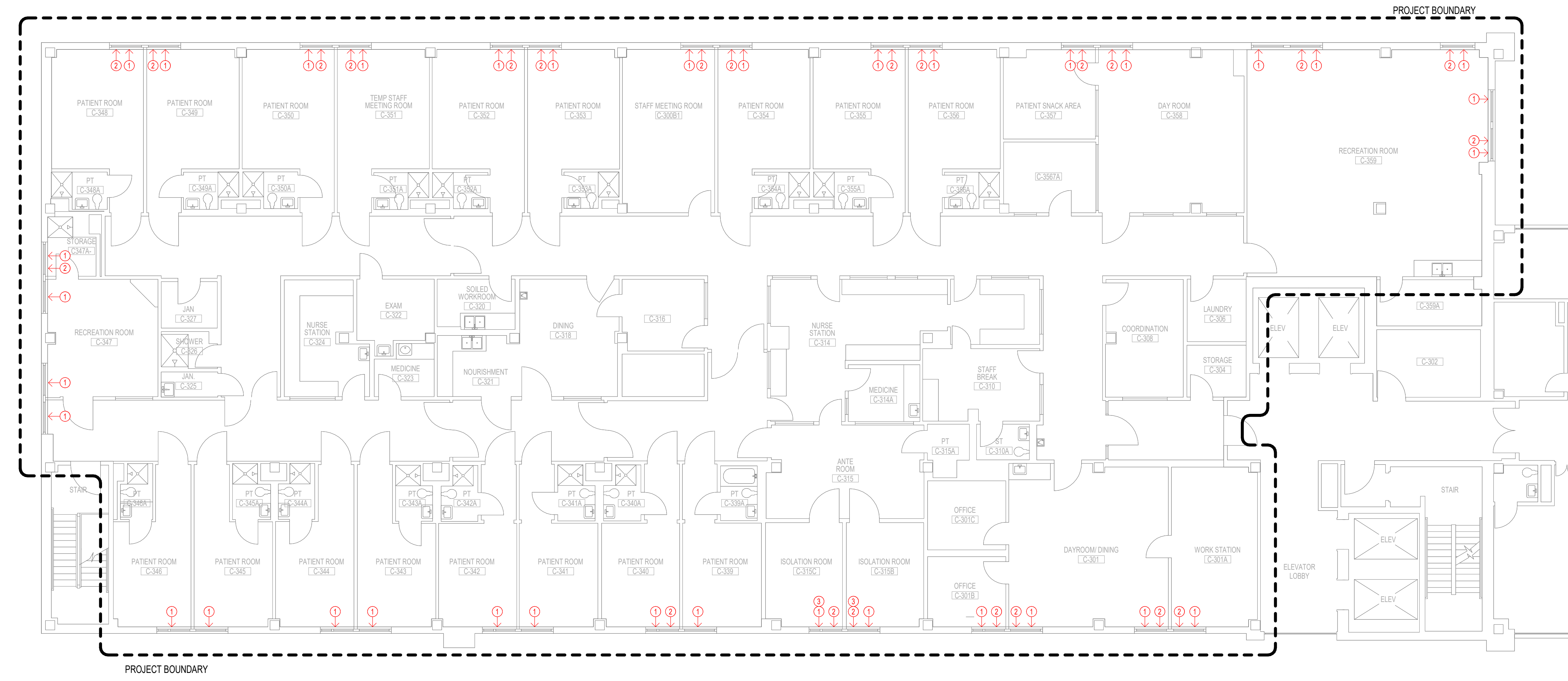


501 EAST HIGH STREET  
LEXINGTON, KENTUCKY 40502  
859.402.8008  
502.893.1876 fax



PARTIAL THIRD FLOOR DEMOLITION PLAN  
GOOD SAM BHU WINDOW CORRECTIONS  
UK GOOD SAMARITAN HOSPITAL  
LEXINGTON, KENTUCKY

**CONSTRUCTION DRAWINGS**



**01**  
PARTIAL  
THIRD FLOOR DEMOLITION  
PLAN  
1/8" = 1'-0"  
TRUE NORTH

19 OCTOBER 2022  
SHA.LUKY2204

**A2.3.A**

WINDOW SCHEDULE	
TYPE	ESTIMATED SIZE
(A)	4'-0" x 5'-0"
(B)	4'-6" x 5'-0"
(C)	4'-7" x 5'-0"

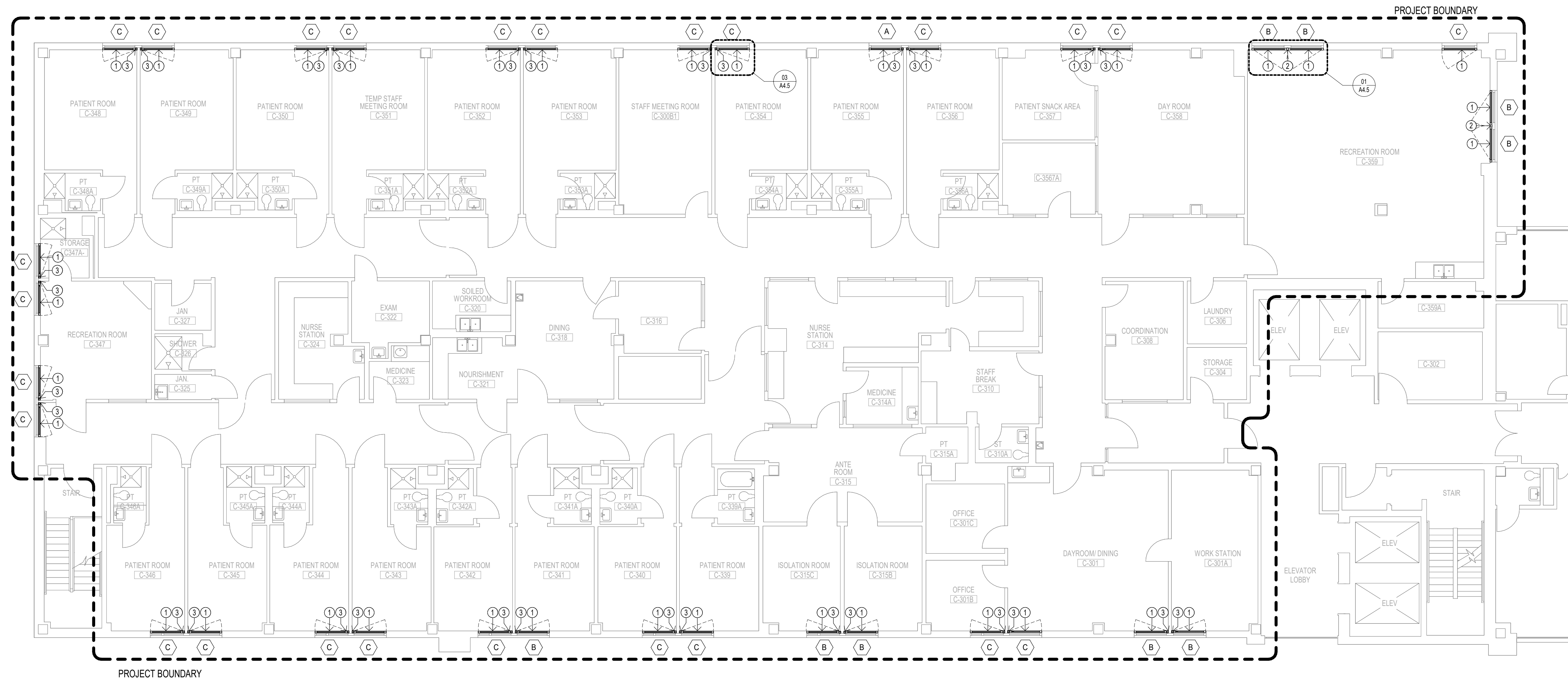
\*CONTRACTOR TO VERIFY ALL WINDOW DIMENSIONS. THESE ESTIMATED MEASUREMENTS WERE TAKEN WITH EXISTING DRYWALL SURROUNDS IN PLACE. NEW WINDOWS MUST BE SECURED DIRECTLY TO WOOD OR METAL STUDS WITH NON-COMPRESSIBLE SHIM. REFERENCE DETAILS ON SHEET A4.5.

### FLOOR PLAN KEYNOTES

- ALUMINUM PSYCHIATRIC WINDOW WITH INTEGRAL BLIND (SPEC 085653)
- ALUMINUM PSYCHIATRIC WINDOW POST AND PLATES (SPEC 085653)
- 16 GA. STUD INFILL WITH DRYWALL OR CONTINUOUS FIRE TREATED 1-1/2" MINIMUM SPRUCE PINE WOOD BLOCKING WITH BREAK METAL WRAP AT EXISTING WALLS PERPENDICULAR TO WINDOW JAMBS PER MANUFACTURERS REQUIREMENTS. REFERENCE DETAILS (SPEC 0810009216)

### GENERAL NOTES

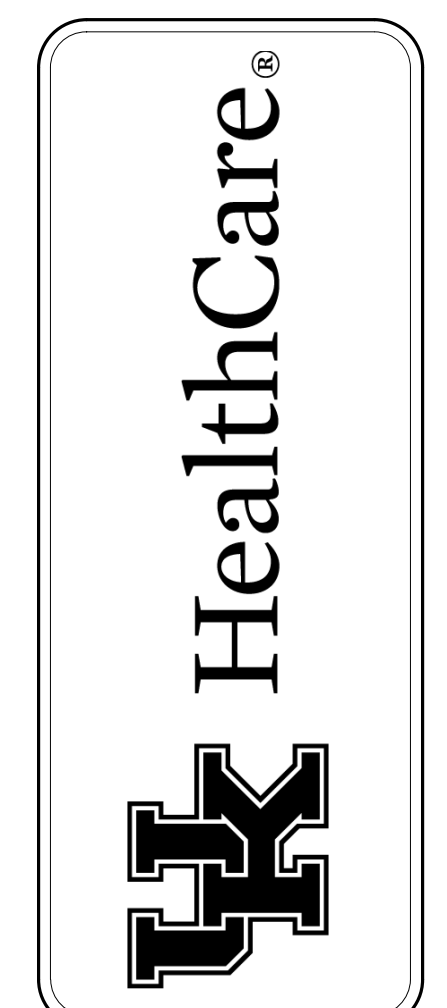
- ALIGN NEW WALLS WITH EXISTING AS SHOWN ON PLANS TO PROVIDE A CONTINUOUS SMOOTH SURFACE.
- CLEAN ALL EXISTING WINDOW FRAMES AND WINDOWS. PROVIDE NEW SEALANT AS REQUIRED TO ENSURE AIR TIGHT CONSTRUCTION.
- PROVIDE PICK PROOF CALK, SEALANT TYPE L, AT ALL GAPS, MATERIAL TRANSITIONS, WINDOWS, AND DOOR FRAMES THROUGHOUT PROJECT. REFERENCE SPECIFICATIONS FOR ADDITIONAL LOCATIONS.
- CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN FLOOR PLANS AND EXISTING CONDITIONS.
- CONTRACTOR TO VERIFY EXISTING STUD/BLOCKING CONDITIONS AT WINDOW OPENINGS. MANUFACTURER REQUIREMENTS NOTE: 16 GA. METAL STUDS OR 1-1/2" FIRE TREATED SPRUCE PINE FOR ADEQUATE ATTACHMENT.
- CONTRACTOR TO FIELD VERIFY WINDOW OPENING SIZES.
- ALL DRYWALL SHALL BE IMPACT RESISTANT DRYWALL. REFERENCE SPECIFICATIONS FOR ACCEPTABLE MANUFACTURERS.
- CONTRACTOR TO REINSTALL ANY FLOOR, CEILING OR WALL MOUNTED EQUIPMENT REMOVED TO ACCOMMODATE SCOPE OF NEW WORK.
- PAINT AROUND ALL WINDOWS TO PROVIDE A UNIFORM LOOK. PAINT SHALL MATCH EXISTING COLOR AND SHEEN. (SPEC 099123)



01 PARTIAL THIRD FLOOR PLAN  
A4.3.A 1/8" = 1'-0" TRUE PLAN NORTH



501 EAST HIGH STREET  
LEXINGTON, KENTUCKY 40502  
859.402.8008  
502.893.1876 fax



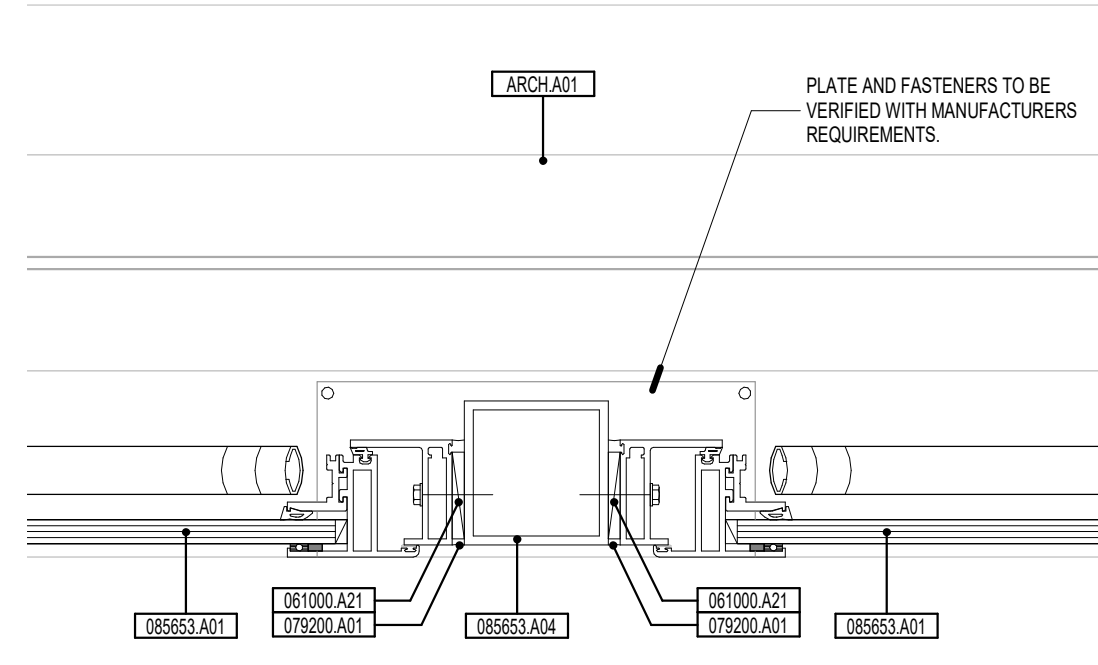
PARTIAL THIRD FLOOR PLAN  
GOOD SAM BHU WINDOW CORRECTIONS  
UK GOOD SAMARITAN HOSPITAL  
LEXINGTON, KENTUCKY

19 OCTOBER 2022  
SHA.LKY2204

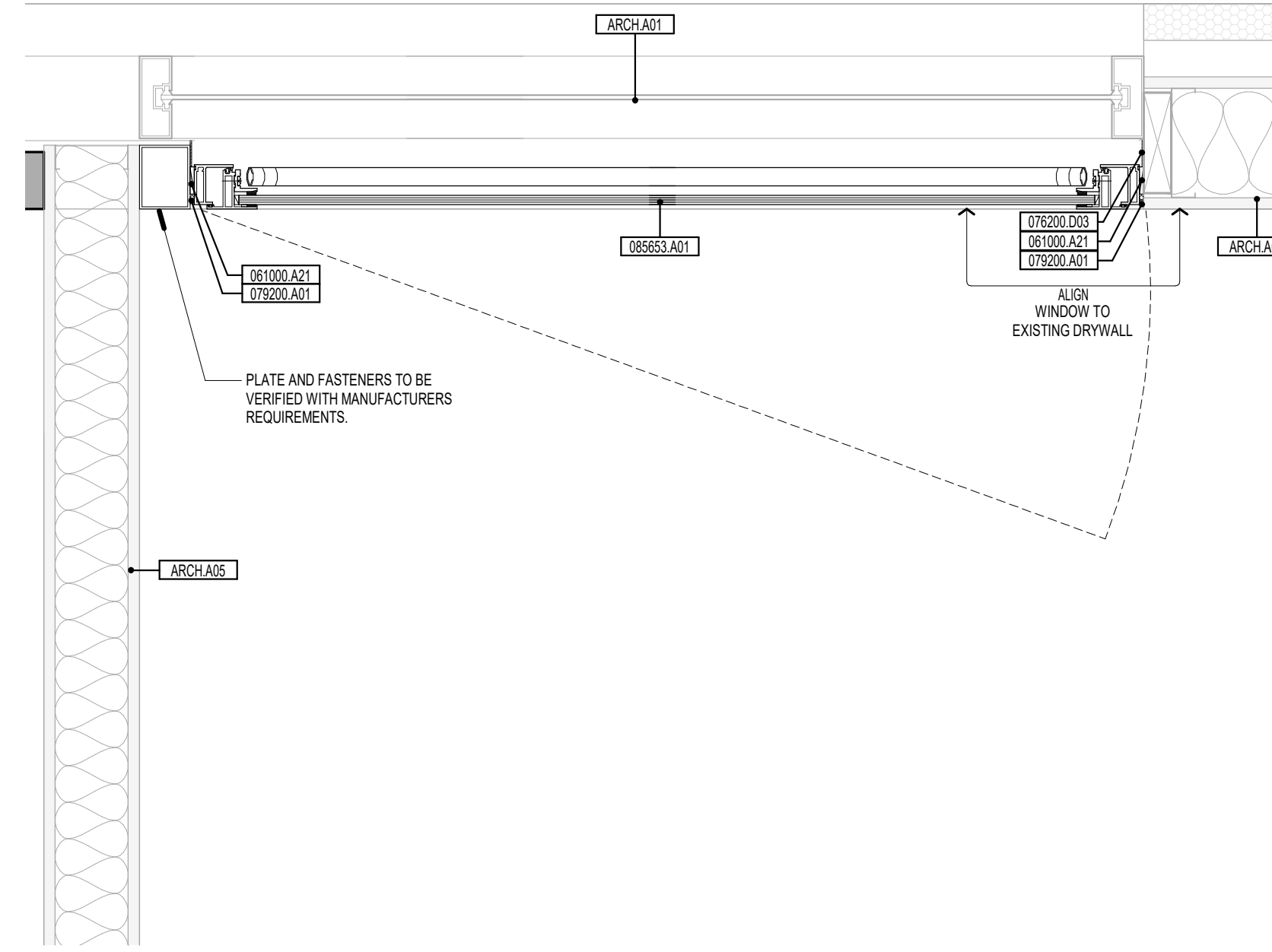
A4.3.A

CONSTRUCTION DRAWINGS

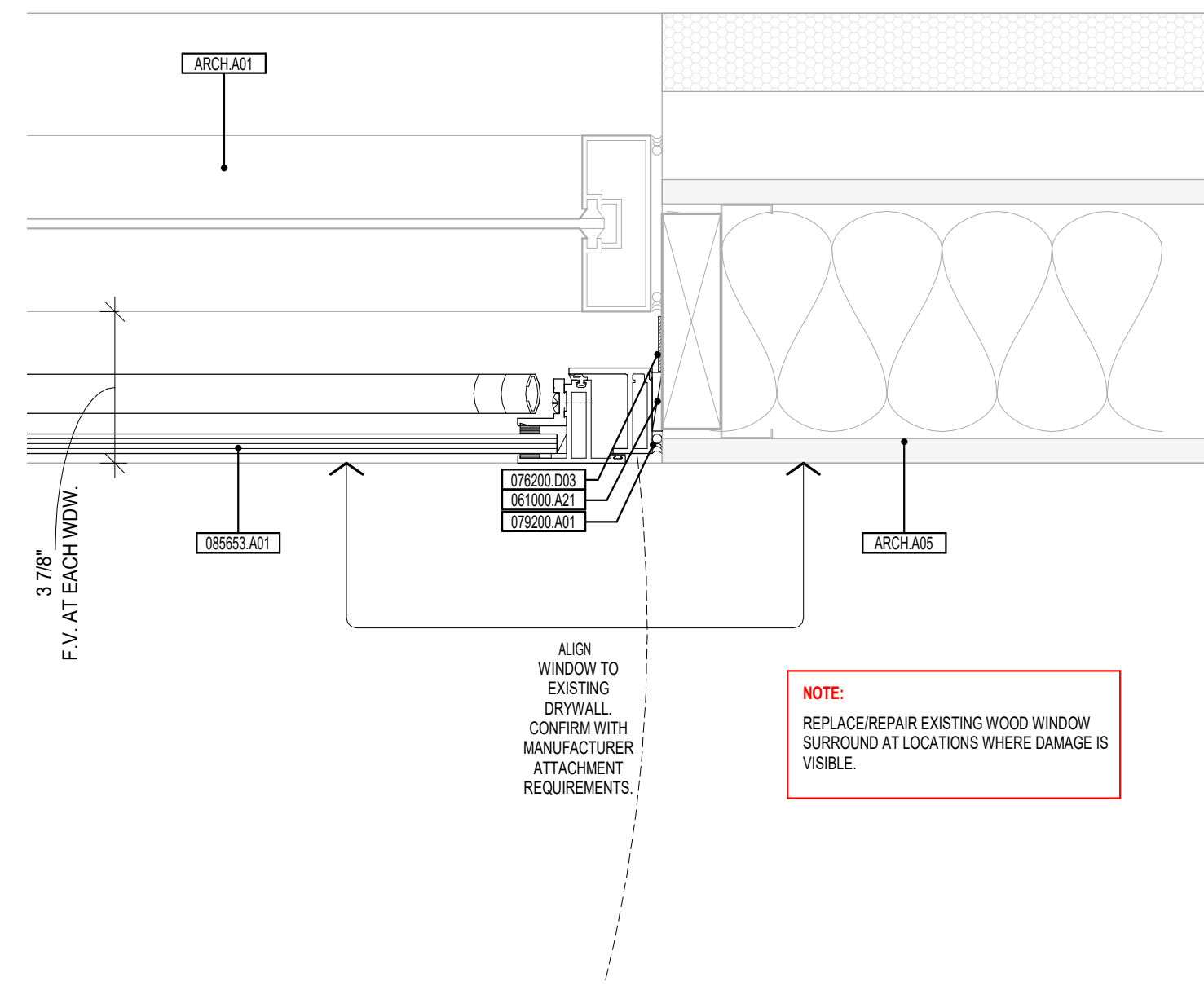




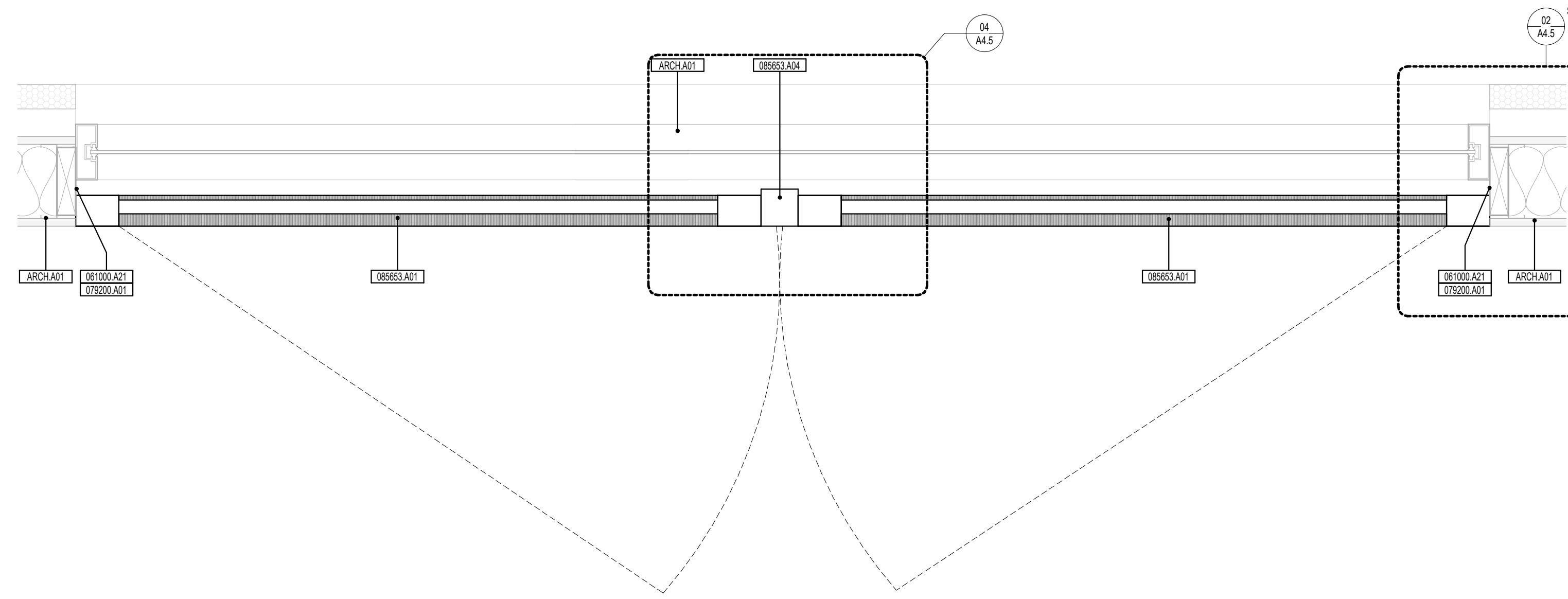
**04** ENLARGED DOUBLE WINDOW POST  
A4.5 3" = 1'-0"



**03** ENLARGED SINGLE WINDOW DETAIL  
A4.5 1 1/2" = 1'-0"



**02** WINDOW JAMB/HEAD/SILL SIM  
A4.5 3" = 1'-0"



**01** ENLARGED WINDOW DETAIL  
A4.5 1 1/2" = 1'-0"

**GENERAL NOTES**

- ALIGN NEW WALLS WITH EXISTING AS SHOWN ON PLANS TO PROVIDE A CONTINUOUS SMOOTH SURFACE.
- CLEAN ALL EXISTING WINDOW FRAMES AND WINDOWS. PROVIDE NEW SEALANT AS REQUIRED TO ENSURE AIR TIGHT CONSTRUCTION.
- PROVIDE PICK PROOF CAULK, SEALANT TYPE L, AT ALL GAPS. MATERIAL TRANSITIONS, WINDOWS, AND DOOR FRAMES THROUGHOUT PROJECT. REFERENCE SPECIFICATIONS FOR ADDITIONAL LOCATIONS.
- CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN FLOOR PLANS AND EXISTING CONDITIONS.
- CONTRACTOR TO VERIFY EXISTING STUD/BLOCKING CONDITIONS AT WINDOW OPENINGS. MANUFACTURER REQUIREMENTS NOTE 16 GA. METAL STUDS OR 1-1/2" FIRE TREATED SPRUCE PINE FOR ADEQUATE ATTACHMENT.
- CONTRACTOR TO FIELD VERIFY WINDOW OPENING SIZES.
- ALL DRYWALL SHALL BE IMPACT RESISTANT DRYWALL. REFERENCE SPECIFICATIONS FOR ACCEPTABLE MANUFACTURERS.
- CONTRACTOR TO REINSTALL ANY FLOOR, CEILING OR WALL MOUNTED EQUIPMENT REMOVED TO ACCOMMODATE SCOPE OF NEW WORK.
- PAINT AROUND ALL WINDOWS TO PROVIDE A UNIFORM LOOK. PAINT SHALL MATCH EXISTING COLOR AND SHEEN. (SPEC 099123)

**FLOOR PLAN KEYNOTES**

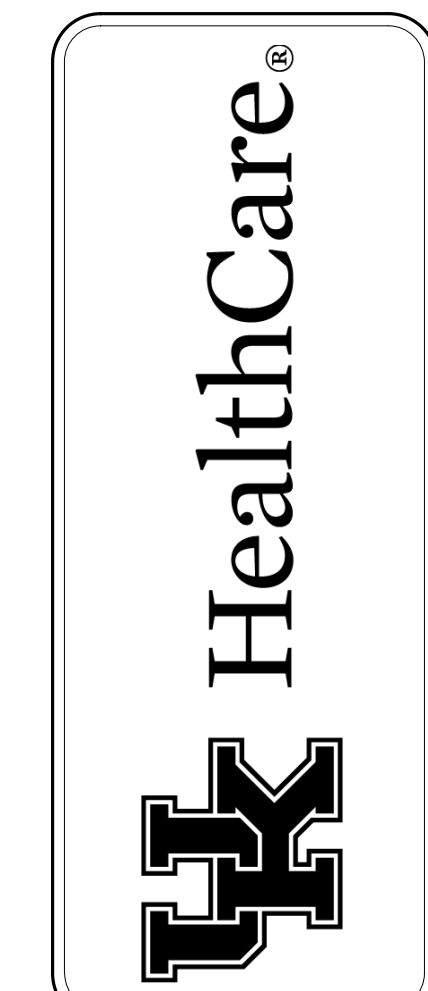
- 061000 A21 NON-COMPRESSIBLE WOOD SHIMS/BLOCKING AT ALL SIDES OF PSYCHIATRIC UNIT WINDOW.
- 076200 D03 CONTINUOUS BREAK METAL WRAP AT ALL SIDES OF WINDOW OPENING. FINISH TO MATCH PSYCHIATRIC WINDOW SYSTEM.
- 079200 A01 PICK PROOF SEALANT AND BACKER ROD.
- 085653 A01 ALUMINUM FRAMED PSYCHIATRIC WINDOW VENT WITH INTEGRAL BLINDS, IMPACT RESISTANT LAMINATED GLAZING (G-1).
- 085653 A04 STEEL POST, BASE AND TOP PLATE. POST TO HAVE BREAK METAL ON BOTH SIDES TO MATCH WINDOW FINISH. ANCHORS AND FASTENING TO BE FURNISHED AND INSTALLED BY CONTRACTOR BASED ON ANCHORING SCHEDULE NOTED IN MANUFACTURERS DRAWINGS.
- ARCH A01 EXISTING EXTERIOR WINDOW SYSTEM.
- ARCH A05 EXISTING EXTERIOR WALL STUD AND DRYWALL.

**FLOOR PLAN LEGEND**

XXXXXX	XXX	XXXXX	G-X
PLAN NOTE	EQUIPMENT NUMBER	ROOM NAME/NUMBER	FRAME ELEVATION/GLASS TYPE
NEW DOOR NUMBER	INTERIOR ELEVATION	DETAIL/SECTION	PARTITION TYPE
		NEW WALL	EXISTING WALL



501 EAST HIGH STREET  
LEXINGTON, KENTUCKY 40502  
859.402.8008  
502.893.1876 fax



PLAN DETAILS  
GOOD SAM BHU WINDOW CORRECTIONS  
UK GOOD SAMARITAN HOSPITAL  
LEXINGTON, KENTUCKY

19 OCTOBER 2022  
SHA.LKY2204

**A4.5**

CONSTRUCTION DRAWINGS

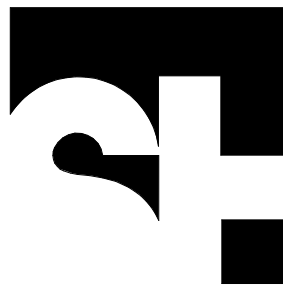


GOOD SAM BHU WINDOW CORRECTIONS  
UK GOOD SAMARITAN HOSPITAL

LEXINGTON, KENTUCKY

PROJECT MANUAL

CPMD 2599.0  
SHA.UKY2204  
19 OCTOBER 2022



STENGELHILL ARCHITECTURE

501 EAST HIGH STREET

LEXINGTON, KENTUCKY 40502

502.893.1875

502.893.1876 fax

## INDEX TO SPECIFICATIONS

Section 000001 Architect's Seal  
Section 000002 Project Directory  
Section 000100 Instructions to Bidders

### Division 1 - General Requirements

Section 010000S01 UK Special Conditions – General Contractor  
Section 010000S03 UK Medical Center Project Manual – General Contractor  
Section 010100 Summary of Work  
Section 010190 Contract Considerations  
Section 010390 Coordination and Meetings  
Section 013000 Submittals  
Section 014000 Quality Control  
Section 016000 Material and Equipment  
Section 017000 Contract Closeout  
Section 017200 Interim Life Safety Measures (ILSM)  
Section 017340 Indoor Air Quality Control  
Section 017800 S01 Closeout Submittals  
Section 017900 Demonstration and Training

### Division 2 – Existing Conditions

Section 024119 Selective Demolition

### Division 5 – Metals

Section 055000 Metal Fabrications

### Division 6 - Wood and Plastic

Section 061000 Rough Carpentry

### Division 7 - Thermal and Moisture Protection

Section 079200 Joint Sealants

### Division 8 - Doors and Windows

Section 085653 Aluminum Framed Psychiatric Windows  
Section 088000 Glazing

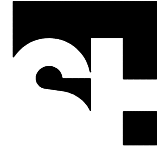
### Division 9 - Finishes

Section 092116 Gypsum Board Systems  
Section 099123 Interior Painting

END OF SECTION

# 8

## PROCUREMENT AND CONTRACTING



**SECTION 000001**

**ARCHITECT'S SEAL**



**END OF SECTION**

University of Kentucky  
Good Sam BHU Window Corrections  
Good Samaritan Hospital

SHA UKY2204  
CPMD 2599.0  
19 October 2022

**SECTION 000002**  
**PROJECT DIRECTORY**

**OWNER**

**University of Kentucky**  
Lexington, Kentucky 40536

**ARCHITECT**

**Stengel Hill Architecture Incorporated**  
250 West Main Street, Suite 120  
Lexington, KY 40207  
502.893.1875  
502.893.1876 fax

**END OF SECTION**

**SECTION 00 01 00**

**INSTRUCTIONS TO BIDDERS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Should the drawings and the specifications contradict each other or have contradictions within themselves, or require clarification, the contractor must call the same to the attention of the Architect, and his decision shall be obtained at least ten (10) working days prior to bidding, otherwise the Architect's interpretation will govern the performance of the work and/or the specific product(s) to be provided and no additional compensation shall be made in behalf of the Contractor regarding this conflict. **Without the Architect's interpretation, the Contractor shall be required to bid the most expensive of the contradictory items and once a clarification is obtained from the Architect, a credit to the Owner shall be issued if it is determined that a less expensive item is to be provided.**

**PART 2 PRODUCTS** (Not Applicable)

**PART 3 EXECUTION** (Not Applicable)

**END OF SECTION**





## SECTION 010100

### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Work covered by Contract Documents.
- B. Coordination of Work by Owner and Work by Contractor.

##### 1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Project is in an **active** Behavioral Health Unit on the Third Floor of Good Samaritan Hospital. It encompasses the selective demolition of existing exterior window drywall surrounds and the installation of new interior Psychiatric Impact Resistant window units.
  - 1. Project Location: Good Samaritan Hospital, Lexington, Kentucky 40508.
  - 2. Owner: University of Kentucky, Lexington, Kentucky, 40536.
- B. Construction Documents, dated 19 October 2022 were prepared for this Project by Stengel Hill Architecture Incorporated, 501 East High Street, Lexington, Kentucky, 40202.

##### 1.03 COORDINATION OF WORK BY OWNER AND WORK BY CONTRACTOR

- A. Owner Furnished Items:
  - 1. Items noted "O.F.O.I." (Owner Furnished, Owner Installed) will be furnished and installed by the Owner. The Contractor shall be responsible for providing all rough-in services and all mechanical and electrical connections.
  - 2. Items noted "O.F.C.I." (Owner Furnished, Contractor Installed) will be furnished by the Owner and installed by the Contractor. The Contractor shall be responsible for providing all rough-in services, all mechanical and electrical connections, and installation and testing of the equipment or system.
  - 3. The Owner will arrange for and deliver necessary Shop Drawings, product data, and samples to the Contractor for O.F.O.I./O.F.C.I. items.
  - 4. The Owner will arrange and pay for delivery of O.F.O.I./O.F.C.I. items according to the Contractor's Construction Schedule.
  - 5. Following delivery, the Owner will inspect O.F.O.I./O.F.C.I. items for damage.
  - 6. If O.F.O.I./O.F.C.I. items are damaged, defective, or missing, the Owner will arrange for replacement.
  - 7. The Owner will arrange for manufacturer's field services and for the delivery of manufacturer's warranties to the appropriate Contractor.
  - 8. The Contractor shall designate delivery dates of O.F.O.I./O.F.C.I. items in the Contractor's Construction Schedule.
  - 9. The Contractor shall review Shop Drawings, product data, and samples and return them to the Architect noting discrepancies or problems anticipated in the use of any O.F.O.I./O.F.C.I. item.
  - 10. The Owner shall be responsible for delivering O.F.O.I./O.F.C.I. items to the site, and the Contractor shall be responsible for receiving, unloading, and handling O.F.O.I./O.F.C.I. items at the site.

11. The Contractor shall be responsible for protecting O.F.O.I./O.F.C.I. items from damage, including damage from exposure to elements. The Contractor shall repair or replace items damaged as a result of his operations.

B. Contractor Furnished Items:

1. All items, unless otherwise noted, and items noted "C.F.C.I." (Contractor Furnished, Contractor Installed) shall be furnished and installed by the Contractor. The Contractor shall be responsible for ordering, receiving, storing, protecting, providing all rough in services, providing all mechanical and electrical connections, and installation and testing of the equipment or system.

1.04 WORK SEQUENCE

A. Construct the Work in phases to accommodate the Owner's use of The Project Area and the premises surrounding the Project Area during the construction period, and to provide for continuous public usage of The Project Area and areas immediately adjacent to Project Area. Coordinate construction schedule and operations with Owner and Architect.

B. Do not close off public usage of facilities until use of one phase of the Work will provide alternate usage.

1.05 OWNER OCCUPANCY

A. The Owner will occupy the premises surrounding the Project Area during the entire construction period for conduct of their normal operations. Cooperate with the Owner in scheduling operations to minimize conflict and to facilitate Owner usage areas immediately adjacent to Project Area.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION**

## SECTION 010190

### CONTRACT CONSIDERATIONS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Cash Allowances.
- B. Schedule of Values.
- C. Application for Payment.
- D. Change Procedures.
- E. Measurement and Payment - Unit Prices
- F. Alternates.

##### 1.02 RELATED SECTIONS

- A. Section 013000 - Submittals: Schedule of Values.
- B. Section 016000 - Material and Equipment: Product substitutions.

##### 1.03 CASH ALLOWANCES

- A. Costs Included in Allowances: Cost of Product to Contractor or Subcontractor (less applicable trade discounts), delivery to site, and applicable taxes.
- B. Costs Not Included in the Allowance (Unless Noted Otherwise): Product handling at the site (including unloading, uncrating, and storage), protection of Products from elements and from damage, and labor for installation and finishing shall be included in the Base Scope of the Contract (not in Allowance).
- C. Architect/Engineer Responsibilities:
  - 1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
  - 2. Select Products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.
- D. Contractor Responsibilities:
  - 1. Assist Architect/Engineer in selection of Products, suppliers and installers.
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of selection by Architect/Engineer, and or Owner, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process Shop Drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Funds will be drawn from Cash Allowances only by Change Order.

- F. Cash Allowance Schedule: Reference the Cash Allowance Schedule at the end of this Section for all applicable Cash Allowances.

#### 1.04 SCHEDULE OF VALUES

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 20 days after date of Notice to Proceed.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
- D. Include in each line item, the amount of Allowances specified in this Section.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise Schedule of Values to list approved Change Orders with each Application for Payment.
- G. Schedule of Values shall be in accordance with all applicable provisions of the enclosed University of Kentucky General Conditions of the Contract for Consideration.

#### 1.05 APPLICATIONS FOR PAYMENT

- A. Reference the enclosed University of Kentucky General Conditions of the Contract for Consideration - Article 30 - Payment to the Contractor.
- B. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment.
- C. Content and Format: Utilize Schedule of Values and Cost Summary Report for listing items in Application for Payment.
- D. Waiver of Liens: Waivers shall be submitted with each Application for Payment certifying that all Work for which Certificates for Payment have been previously issued and payments received from the Owner are free and clear of liens, claims, security interests, or encumbrances per the provisions of the enclosed University of Kentucky General Conditions of the Contract for Consideration.

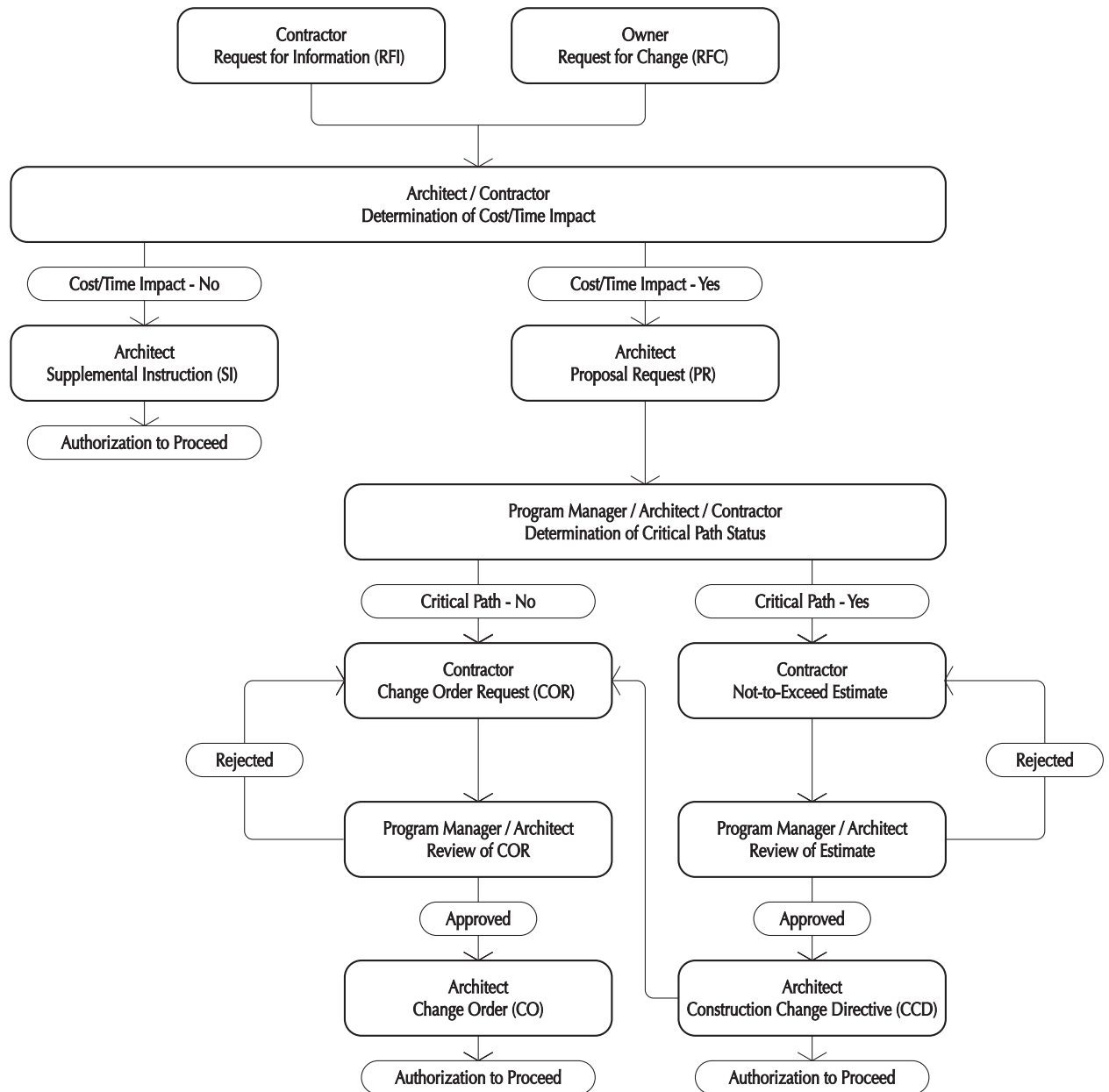
#### 1.06 CHANGE PROCEDURES

- A. Supplemental Instructions: The Architect/Engineer will issue Supplemental Instructions to advise the Contractor of minor modifications to the Work not involving an adjustment to Contract Sum/Price or Contract Time per the provisions of the enclosed University of Kentucky General Conditions of the Contract for Consideration. Proceeding with the Work in accordance with a Supplemental Instruction represents an acknowledgement by the Contractor that there will be no change in the Contract Sum/Price or Contract Time.

- B. Proposal Request: The Architect/Engineer will issue Proposal Requests, consisting of detailed descriptions of proposed modifications to the Work which may involve an adjustment to Contract Sum/Price or Contract Time, to request a formal proposal from the Contractor for the Work identified therein. A Proposal Request is not a Change Order, a Supplemental Instruction, or a direction to proceed with the Work described in the proposed modifications.
1. Non-Critical Path Issues: Contractor shall prepare and submit a Change Order Request within 14 days for the review of the Owner, Program Manager and Architect. If approved, the Architect shall issue a Change Order consisting of an authorization to proceed with the Work.
  2. Critical Path Issues: Contractor shall prepare and submit a Not-to-Exceed Estimate within 2 days for the review of the Owner, Program Manager and Architect. If approved, the Architect shall issue a Construction Change Directive consisting of an authorization to proceed with the Work.
- C. Construction Change Directive: The Architect/Engineer will issue Construction Change Directives, consisting of authorizations to proceed with Work associated with Critical Path Issues, for which the Contractor has issued a Not-to-Exceed Estimate which has been reviewed and accepted by the Owner, Program Manager and Architect. Following completion of authorized Work identified in a Construction Change Directive, the Contractor shall prepare a formal Change Order Request reconciling the cost of the Work with the associated Not-to-Exceed Estimate for review and approval/rejection by the Owner, Program Manager, and Architect.
- D. The Contractor shall propose changes identified within Proposal Requests or Construction Change Directives by submitting a Change Order Request to the Architect/Engineer, describing the proposed change and its full effect on the Work. The Change Order Request shall include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time with full documentation, and a statement describing the effect on Work by separate or other contractors. The Contractor shall document any requested substitutions in accordance with Section 01600.
- E. Stipulated Sum/Price Change Order: The Change Order shall be executed based on Proposal Request and Contractor's Change Order Request, as approved by Architect/Engineer and Owner.
- F. Unit Price Change Order (Pre-Determined Unit Prices): For pre-determined unit prices and quantities and only with written approval of Owner prior to commencement of Work, the Change Order will be executed on a fixed unit price basis.
- G. Unit Price Change Order (Non-Pre-Determined Unit Prices): For unit costs or quantities of units of Work which are not pre-determined, the Change Order will be executed only with written approval of Owner prior to commencement of Work, and all units stated by Contractor shall be subject to independent measurement and verification of all Work. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- H. Time and Material Change Order: For use only with written approval of Owner prior to commencement of Work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- I. Maintain detailed records of Work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Change Order Forms: Modified AIA G701 Change Order.
- K. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- L. Project Revision Flowchart: The following Project Revision Flowchart delineates the process which shall be followed by the Owner, Program Manager, Architect, and Contractor with regards to the preceding change procedures:

**PROJECT REVISION FLOWCHART**



1.07 MEASUREMENT AND PAYMENT

- A. Authority: Measurement methods are delineated in the individual specification Sections.
- B. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- C. Defect Assessment: The Work, or portions of the Work, not conforming to specified requirements, shall be replaced. If, in the opinion of the Architect/Engineer and or Owner, it is not practical to remove and replace the Work, the Architect/Engineer and or Owner will direct an appropriate remedy or adjust payment.

1.08 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related Work and modify surrounding Work as required.

**END OF SECTION**

## SECTION 010390

### COORDINATION AND MEETINGS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Alteration project procedures.
- D. Cutting and patching.
- E. Preconstruction and site mobilization conference.
- F. Progress meetings.
- G. Preinstallation conferences.

##### 1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

##### 1.03 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.



- C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original and or specified condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- F. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.
- G. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect/Engineer review.
- H. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- I. Finish surfaces as specified in individual product Sections.

#### 1.04 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements, which affects:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.

1.05 PRECONSTRUCTION/SITE MOBILIZATION CONFERENCE

- A. Reference the enclosed University of Kentucky Special Conditions.

1.06 PROGRESS MEETINGS

- A. Reference the enclosed University of Kentucky Special Conditions.

1.07 PREINSTALLATION CONFERENCES

- A. When required in an individual specification Section, convene a preinstallation conference at Work site prior to commencing Work of the Section.
- B. Require attendance of parties directly affecting, or affected by, Work of the specific Section.
- C. Notify Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, with two copies to Architect/Engineer, and Owner.
- E. Review conditions of installation, preparation and installation procedures, and coordination with related Work.

**END OF SECTION**

## SECTION 013000

### SUBMITTALS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Shop Drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.
- I. Construction photographs.

##### 1.02 RELATED SECTIONS

- A. Section 010190 - Contract Considerations: Schedule of Values.
- B. Section 014000 - Quality Control: Manufacturers' field services and reports.
- C. Section 017000 - Contract Closeout: Contract, warranty and manufacturer's certificates, and closeout submittals.

##### 1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

- G. Provide space for Contractor and Architect/Engineer review stamps.
- H. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

#### 1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Reference the enclosed University of Kentucky Special Conditions.

#### 1.05 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.06 SHOP DRAWINGS

- A. Shop Drawings shall be submitted electronically. Note that as part of the Contract Closeout, the Owner shall require two (2) hardcopies and one (1) electronic copy of all Shop Drawings.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 017000 - Contract Closeout.

#### 1.07 PRODUCT DATA

- A. Product Data shall be submitted electronically. Reference University of Kentucky Special Conditions for Contract Closeout requirements for quantity of hard copies and electronic copies.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 017000 - Contract Closeout.

#### 1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors in custom colors selected, textures, and patterns for Architect/Engineer's selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number or samples specified in individual specification Sections; minimum of two (2). One of which will be retained by Architect/Engineer, and one of which will be retained by the Owner.

#### 1.09 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

#### 1.10 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect/Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

#### 1.11 CONSTRUCTION PHOTOGRAPHS

- A. Monthly, submit photographs to Architect/Engineer with Application for Payment.
- B. Photographs: Two prints of each shot, color, glossy finish, 8x10 size, in three-hole punched photographic sleeves.
- C. Take a minimum of four site photographs from the same locations each period, and other photographs as required to indicate the relative progress of the Work, 5 days maximum prior to submitting.
- D. Identify photographs with date, time, orientation, and project identification.

**END OF SECTION**

**SECTION 014000**  
**QUALITY CONTROL**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 013000 - Submittals: Submission of Manufacturers' Instructions and Certificates.
- B. Section 016000 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current as of date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Architect/Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect/Engineer.

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. Unless noted otherwise, Contractor shall appoint, employ, pay for, and coordinate services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification Sections and as required by the Architect/Engineer.
- C. Reports will be submitted by the independent firm to the Architect/Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Architect/Engineer and independent firm hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum/Price.

1.07 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer subject to approval of Architect/Engineer, and or Owner.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, and test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 30 days of observation to Architect/Engineer for review.

**END OF SECTION**

**SECTION 016000**  
**MATERIAL AND EQUIPMENT**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.



- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

#### 1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named subject to Substitutions requirements specified herein.

#### 1.06 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No Substitution will be considered prior to receipt of Bids unless written request for approval has been received by Architect at least ten days prior to the date for receipt of Bids. Written requests for substitutions are subject to the conditions and procedures specified in this Section.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A Request for Substitution constitutes a representation that the Bidder:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit Shop Drawings, product data, and certified test results attesting to the proposed product equivalence.
  - 3. The Architect/Engineer will notify Contractor, in writing, of decision to accept or reject request.

G. Permitted Requests for Substitutions:

1. Substitutions after award of Contract shall only be considered when a product becomes unavailable through no fault of the Contractor, subject to the conditions and procedures specified in this Section.
2. **No other substitutions shall be permitted after award of Contract.**

**END OF SECTION**

**SECTION 017000**  
**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Warranties.
- G. Spare parts and maintenance materials.
- H. Operation and Maintenance Manuals.

1.02 RELATED SECTIONS

- A. Section 015000 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Section 016500 - Starting of Systems: System start-up, testing, adjusting, and balancing.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's inspection.
- B. Provide submittals to Architect/Engineer and or Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Owner will occupy all portions of the building as specified in Section 010100.

1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean or replace filters of operating equipment.

- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site: sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### 1.05 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

#### 1.06 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
  - 1. Contract Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other Modifications to the Contract.
  - 5. Reviewed Shop Drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and Modifications.
- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract Drawings.
- F. Delete Architect/Engineer title block and seal from all documents.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

#### 1.07 OPERATION AND MAINTENANCE DATA

- A. Reference University of Kentucky Special Conditions for Operation and Maintenance Manuals requirements.

1.08 WARRANTIES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.09 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed; obtain receipt prior to final payment.

**END OF SECTION**

**SECTION 017200**

**INTERIM LIFE SAFETY MEASURES (ILSM)**

**PART 1 GENERAL**

1.01 DESCRIPTION OF POLICY

- A. To ensure a safe environment during any period of construction, the Owner requires implementation of Interim Life Safety Measures, hereinafter referred to as ILSM, whenever the environment is altered in such a way as to create a Life Safety Code deficiency or other significant hazard. ILSM applies to all personnel, including construction workers, and shall be implemented based on deficiencies in the Life Safety Code (LSC) or other specific hazards.

1.02 PROCEDURE

- A. Before construction begins, the Owner will orient the Contractor to the Owner’s Interim Life Safety Program. Because ILSM are based on specific deficiencies and/or hazards, the specific measures required may change during the life of the Project.
  - 1. During all preconstruction, coordination, and progress meetings, the Contractor shall outline all upcoming Work activities that will/could result in LSC deficiencies or other significant construction hazards and the Owner’s representatives and the Contractor will review and agree upon required ILSM and responsibility for implementation. ILSM required during the interim between such meetings will be documented on an ILSM matrix, which will be dated, signed by the Owner’s representative and Contractor, and posted outside the construction site.
- B. All employees of the Owner affected by the construction will be informed of specific ILSM by the Owner’s designated Safety Officer.
- C. Monitoring of the construction site will be a shared responsibility of the Owner’s designated Safety Officer, the Project Manager, and the Contractor. The Contractor’s Project Coordinator shall be responsible for completing all daily and monthly inspection logs.
- D. Interim Life Safety Measures, as outlined by the Owner, may include the following:

Construction Hazard or LSC Deficiency	Interim Measures
→ Alter or compromise integrity of exit access, exit, or exit discharge.	→ Ensure free and unobstructed exit. → Ensure escape route for construction workers. Inspect daily. → Provide additional training for staff and signage when alternative exits are designated. → Increase debris removal schedule to reduce buildings flammable and combustible load to lowest feasible level. → Conduct at least two fire drills per shift per quarter.
→ Significantly compromise integrity of building’s defend in place compartments/features: → Fire barriers → Smoke barriers → Floor slabs → Corridor walls	→ Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials.

Construction Hazard or LSC Deficiency	Interim Measures
→ Impair building's fire alarm, detection, or suppression systems.	→ Implement temporary, but equivalent, fire alarm, detection, or suppression systems. → Inspect and test temporary systems monthly. → Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials. → Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use.
→ Involve temporary sources of ignition: → Cutting → Welding → Plumber's torch	→ Obtain "Hot Work Permit" and follow guidelines. → Ensure free and unobstructed walkways. → Ensure fire alarm, detection, and suppression systems are in working order. → Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use. → Decrease combustible load to lowest feasible level.
→ Involve presence of large quantities of combustibles or debris.	→ Increase debris removal schedule. → Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use. → Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION**

3.01 CONTRACTOR REPORTING

- A. The Contractor shall be responsible for administering ILSM within the construction area. The Contractor shall be responsible for maintaining all ILSM reports as required herein and providing evidence of such to Owner.
- B. The following Interim Life Safety Reports shall be prepared by the Contractor, in a format approved by the Owner and Architect prior to the commencement of construction, and complete record of all Reports shall be kept on site at all times. Reports that require Owner to sign off prior to associated activity shall be prepared at least 48 hours prior to designated construction activity start time.
  - 1. Daily Life Safety Site Inspection Report.
  - 2. Utility Disruption Request.
  - 3. Medical Gas Disruption Request.
  - 4. Hot Work Permit.
  - 5. Monthly Life Safety Construction Meeting Report.

- C. Failure to comply with required reporting activities shall result in the discontinuation of all Work by the Contractor, at the expense of the Contractor, until all required reporting is updated to the satisfaction of the Owner and Architect.

**END OF SECTION**



## SECTION 017340

### INDOOR AIR QUALITY CONTROL

#### PART 1 GENERAL

##### 1.01 INTRODUCTION

- A. The Owner is committed to providing a safe environment for all visitors and staff. This Specification/Policy is intended to ensure that the air quality of the Owner's facilities are not compromised in any manner during renovation or construction projects. All Contractors, Vendors, or Others involved in the installation of fixed materials within the Owner's facilities shall review and adhere to this Specification/Policy. Refer to *"Infection Control Risk Assessment (ICRA) for Construction, Renovation, or Maintenance"* information contained herein.
- B. Aspergillosis and related nosocomial fungal infections may result when immuno-compromised persons inhale aspergillus spores, or other spores which can be present in construction dust. Control of construction dust/debris and excavation dust, as required in this Section, is imperative to help prevent aspergillosis or related nosocomial fungal infections in immuno-compromised persons.
  - 1. Inhalation of aspergillus spores or other related fungal spores by immuno-compromised persons can lead to serious complications, even death.
  - 2. Aspergillus and other related spores are present in the natural environment and thus are not a risk to healthy construction workers.
- C. Airborne contaminant control is critical in all most of the Owner's facility areas. Contractor shall limit dissemination of airborne contaminants produced by construction-related activities.
  - 1. Dust in ceilings and construction debris may contain fungus spores. Construction activities causing disturbance of existing dust, or creating new dust, or other airborne contaminants, must be conducted in tight enclosures cutting off any flow of particles into adjacent areas.
  - 2. Ceilings and walls in protection areas and other areas in the Owner's facilities, as indicated on Drawings or in this Policy, must be secure at all times. If access into the ceiling in occupied areas is indicated or required, procedures as described in this Section shall be followed.

##### 1.02 GENERAL SUMMARY

- A. The following *"Infection Control Risk Assessment (ICRA) for Construction, Renovation, or Maintenance"* information is provided as a guideline to the use of this Specification/Policy. In order to use the information below, the Contractor/Vendor must know and understand the following Factors:
  - 1. Construction/Maintenance Activity: Types listed - "A", "B", "C", and "D".
  - 2. Risk Groups/Areas: Groups listed - "Low Risk", "Medium Risk", and "High Risk".
- B. From these two Factors, a *"Class of Precaution"* is assigned by the Precautions Matrix, listed from "Class I" to "Class IV". The following information shall be utilized as a planning tool and shall serve as a minimum guideline only. The Contractor shall verify the classification assigned by the Precautions Matrix with an authorized representative of the Owner prior to the performance of any investigations or actual Work, regardless of Infection Control Risk Level or Construction Activity.

C. Construction/Maintenance Activity Chart:

Type	Activities
Type A	Non-invasive activities - includes but is not limited to: → Removal of ceiling tiles for visual inspection, limited to 1 or 2 tiles. → Painting, no sanding. → Wall papering. → Installation of outlet covers and other electrical trim. → Other activities that do not generate dust or require cutting of walls or access to ceilings.
Type B	Work that creates minimal dust - includes but is not limited to: → Cutting of walls or ceilings where dust migration can be controlled.
Type C	Work that creates a moderate-to-high level of dust or requires demolition of fixed components - includes but is not limited to: → Sanding walls for painting or wall papering. → Removal of floor coverings, ceiling tiles, and casework. → Work above ceiling that requires removal of sections of ceiling tile.
Type D	Major demolition and construction activities - includes but is not limited to: → Activities that require heavy demolition. → Major new construction.

D. Risk Groups/Areas Chart:

Level of Risk	Usage
Low Risk	→ Office Areas → Behavioral Health
Medium Risk	→ Echo → Clinical Laboratory → Endoscopy → Pharmacy → Nuclear Medicine → Nursing Units not listed as High Risk → Physical Therapy → Other → Radiology/MRI → Respiratory Therapy
High Risk	→ Emergency Department → Telemetry → Cardiac Cath Lab → Med/Surg. → Central Sterile → PACU → Intensive Care Units → Other → Negative Pressure Isolation Rooms → Oncology Areas → OR

E. Precautions Matrix (Use to Identify the Appropriate Class of Precaution):

Risk Group	Construction/Maintenance Activity Type			
	Type A	Type B	Type C	Type D
Low Risk	I	II	II	III
Medium Risk	I	II	III	IV
High Risk	I	IV	IV	IV

F. Precautions Chart:

Class	Precautions during Demolition	Precautions upon Demolition Completion
I	<ul style="list-style-type: none"> <li>→ Use methods designed to minimize dust.</li> <li>→ Immediately replace a ceiling tile displaced for visual inspection.</li> </ul>	<ul style="list-style-type: none"> <li>→ None.</li> </ul>
II	<ul style="list-style-type: none"> <li>→ Provide active means to prevent dust from dispersing.</li> <li>→ Mist work surfaces to control dust.</li> <li>→ Seal unused doors with duct tape.</li> <li>→ Block off and seal vents.</li> </ul>	<ul style="list-style-type: none"> <li>→ Wipe work surfaces.</li> <li>→ Contain construction waste before transport.</li> <li>→ Wet mop before leaving work area.</li> <li>→ Place and maintain sticky mat at exit to construction site.</li> </ul>
III	<ul style="list-style-type: none"> <li>→ Seal air vents.</li> <li>→ Construct dust-tight barriers to seal area from non-work area. Do not remove barriers from work area until demolition is complete.</li> <li>→ Seal holes, pipes, conduits, and punctures in construction area walls.</li> <li>→ Maintain negative air pressure within work area.</li> <li>→ Cover construction waste before transport.</li> <li>→ Install and maintain sticky mats immediately outside construction area.</li> </ul>	<ul style="list-style-type: none"> <li>→ Remove barriers carefully to minimize spreading of dirt and debris.</li> <li>→ Vacuum work area.</li> <li>→ Wet mop area.</li> <li>→ Place and maintain sticky mat at exit to construction site.</li> </ul>

IV	<ul style="list-style-type: none"> <li>→ Seal air vents.</li> <li>→ Construct dust-tight barriers with ante-rooms. Do not remove until demolition is complete.</li> <li>→ Seal holes, pipes, conduits, and punctures in construction area walls.</li> <li>→ Maintain negative air pressure within work area utilizing HEPA-equipped air filtration system.</li> <li>→ Require all construction personnel to wear coveralls and to remove coveralls in ante-room prior to leaving area.</li> <li>→ All personnel entering work area must wear shoe covers. Shoe covers shall be removed each time the worker leaves the area.</li> <li>→ Install and maintain sticky mats immediately outside construction area.</li> </ul>	<ul style="list-style-type: none"> <li>→ Remove barriers carefully to minimize spreading of dirt and debris.</li> <li>→ Vacuum work area.</li> <li>→ Wet mop area with disinfectant.</li> <li>→ Place and maintain sticky mat at exit to construction site.</li> </ul>
----	--	--

Note: If the assessment team elects not to implement any of the measures suggested by the criteria, written justification must be provided.

- G. Final determination of the Construction Activity / Infection Control Precautions will be made by the Owner's Facilities Department and/or Owner's Infection Control Representative and is subject to change to accommodate special conditions within the Facilities.

#### 1.03 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the Work of this Section.
- B. No demolition Work shall be performed until all provisions of this Section related to temporary partitions and indoor air quality control have been satisfied and inspected by Owner's Infection Control Representative.

#### 1.04 DESCRIPTION

- A. Work of this Section includes Infection Control Procedures to be implemented by all Contractors for Construction Projects, and specifies procedural requirements for Work in the Owner's healthcare facility patient and clinic areas, laboratories, and other areas where airborne contaminants must be strictly limited due to their effects on patients, staff, diagnostic operations, sensitive procedures and/or equipment.
- B. The Work shall include, but not be limited to infection control measures pertaining to the following:
  - 1. Demolition and removal of walls, ceilings and finish systems.
  - 2. Demolition, removal, or remodeling of existing plumbing, mechanical equipment and ductwork.
  - 3. Demolition, removal, or remodeling of light fixtures and other electrical devices.
  - 4. Removal of millwork, casework, or other fixed equipment.
  - 5. Finish operations which generate contaminants, including sanding, painting, and application of special surface coatings.
  - 6. Location of and erection methods of interim dust barriers, preceding erection and/or demolition of barriers around construction demolition areas.
  - 7. Location of and erection methods for impervious dust barriers around construction and demolition areas.
  - 8. Negative air flow ventilation and air flow filtration within and around the construction areas.
  - 9. Dust/debris and removal control.
  - 10. Cleaning frequency at:
    - a. Dust barrier entrance: Daily or more often as needed.
    - b. Elevators and corridors used for both debris removal and patient circulation: Daily or more often as needed.
    - c. Circulation control patterns for construction personnel: Daily or more often as needed.

#### 1.05 SUBMITTALS

- A. Prior to starting Work, submit for subsequent review and approval by the Owner's Infection Control Representative, an outline of proposed equipment and/or procedures showing compliance with specification for each of the following:
  - 1. Systems, arrangements and locations of interim and impervious dust barriers.
  - 2. Clean-up, debris removal, and dust/debris control systems.
  - 3. Circulation control systems to and from Work areas for construction personnel and materials.

- 4 Filtered vacuum equipment, negative air flow ventilation equipment, HEPA filtration equipment and negative air flow measurement equipment.

#### 1.06 TESTING

- A. Air Samples: If the Owner determines that it is necessary, the Owner will provide baseline particle counts and conduct periodic air sampling of Protection Areas during construction to monitor effectiveness of containment procedures.
- B. Air Pressure: Using mechanical differential pressure monitors, Contractor shall verify the maintenance of negative air pressure in Containment Area relative to Protection Areas on a continuous basis and shall keep a written log of such verification activities.

#### 1.07 PERFORMANCE REQUIREMENT

- A. Owner's Infection Control Representative's Responsibilities:
  1. Determination and illustration of required Containment and Protection Areas and development of standards/limitations of Contractor's responsibilities required for the Project.
  2. Statement for Requirements: Description in graphic and written form as required to communicate the above, based on evaluation of the construction area and the impact of the Project on patient care as directed by the Owner's Infection Control Representative.
- B. Owner's Responsibilities:
  1. Assist Owner's Infection Control Representative to determine Containment and Protection Areas.
  2. Arrange review testing and monitoring as specified.
  3. Inform the Medical Staff along with adjacent Department Staff as determined necessary.
- C. Contractor's Responsibilities:
  1. Compliance with applicable codes and referenced controls, and the use of installation procedures and methods which satisfy applicable code requirements and referenced controls and procedures.
  2. Development of specific means and methods of achieving and maintaining control of airborne contaminants during construction.
  3. Development of proposed Work plan and procedures for control of airborne contaminants, as noted below.
  4. Plan Certification: Contractor's plan shall be approved by the Owner's Infection Control Representative.
  5. Notification: Contractor shall notify Owner's Infection Control Representative a minimum of 48 hours prior to starting construction activity which might be expected to produce excess levels of airborne contaminants in containment area so that any additional precautions may be taken and ensure that base-line air samples have been taken.
  6. The Contractor shall provide all dustproof enclosures and warning signs to protect the public, the existing building, storage areas, and materials or equipment. All enclosures shall be approved and inspected by Owner's Infection Control Representative.

## **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Sticky Mats: Provide adhesive faced contamination control mats with disposable sheets in lieu of vacuumed mats, Tacky Mat by Liberty Industries or approved equal. Remove sticky mat surface four times daily at a minimum at morning break, lunch break, afternoon break, and end of shift.
- B. Duct Caps: Block of all existing ventilation ducts within the construction area. Method of capping ducts shall be dust tight and withstand air flow.
- C. Portable Enclosures: Whenever Work is done outside existing enclosed Work area, provide 4 mil portable polyethylene enclosure, enclosing ladder and sealing off opening fitted tight to ceiling, or provide prefabricated unit. Use of Owner's "Work Cube" will be permitted on a limited basis.
- D. Polyethylene: Polyethylene shall be 6 mil fire retardant type listed by Fire Underwriter's Laboratories, Griffolyn #T55R or Star-Tex of Lakeville, MN, with Griffolyn fire retardant tape, or equal.
- E. Air Pressure Monitor: Differential gauge to monitor differential pressure between the construction containment area and protection area. Submit proposed gauge to Owner for review and acceptance.
- F. Temporary local exhaust ventilation system equipped with HEPA Filtration System complying with ANSI Z 9.2 capable of maintaining a minimum negative pressure differential of minus 0.01 inch of water column relative to adjacent unsealed areas.
- G. Refer to applicable Specification Sections for additional building materials utilized in the execution of this Work.

## **PART 3 EXECUTION**

### 3.01 GENERAL REQUIREMENTS

- A. Access for Work:
  - 1. All Construction access shall be limited to corridors, stairs, roofs and elevators as designated by Owner. All requests for access into existing areas for remodeling, or utility connections and/or disconnections shall be made to the Owner with sufficient prior notice. Permission for access is not guaranteed and shifting of Work to after hours shift may be required.
    - a. Construction access in facility shall be via designated point of entry through the lower level corridors to a designated elevator.
    - b. Only designated elevators may be used by the Contractor for all project and general travel use.
  - 2. Circulation Control Patterns for Construction Personnel: Construction personnel shall enter and leave construction area only through traffic control patterns established for debris removal and material delivery, and segregated from Building Users' circulation to minimize cross-contamination when at all possible.

B. Dust and Debris Control Measures Prior to Start of Construction/Demolition:

1. Vacuum area above removed suspended ceiling, including ductwork and pipes within construction area.
2. Prior to utility shut-down preparations necessitating removal of ceilings for access at floors below construction, review dust containment procedures at each specific location with the Owner's Infection Control Representative.
3. Coordinate with Owner's Infection Control Representative the maintenance of existing ventilation systems likely to be affected by construction.
4. Verify that the existing facility ventilation system can produce the proper air exchange rates and pressure relationships in critical areas near construction activity, and that air is not being circulated from construction areas into other occupied areas.
5. Provide and maintain sticky mats at entrances to construction areas for dust collections from shoes.
6. At final completion of construction, review and ensure that ventilation systems are balanced and cleaned as specified and replace filters.
7. Conduct an Air Quality Control with the Owner's Infection Control Representative. Complete check list and post at site.

C. Equipment Removal Procedures: Clean surfaces of incoming and outgoing equipment and materials thoroughly with HEPA vacuum equipment prior to bringing into the building or removing from Work area.

D. Dumpster Location and Debris Removal:

1. Debris Removal: Bundle all debris, equipment and materials for disposal into convenient and manageable sizes and wrap with plastic sheets. Seal with duct tape to make air-tight or use proper lids. Use of debris carriers is an acceptable option provided carriers are covered with plastic and sealed tight or have tight lids. Wipe down each sealed bundle and debris carrier prior to removal from curtained area.
2. Contractor shall use water to control dust generated by debris removal at exterior of building.
3. Construction dumpster location shall be approved by Owner. Dumpster shall be located 50 feet minimum away from any existing fresh air intake.
4. All construction dumpsters shall remain closed or covered by any industry standard means.
5. No trash chutes will be allowed on the job unless authorized in writing by Owner. If trash chutes are allowed, Contractor shall provide airtight connection from the chute to the dumpster enclosure.

E. Temporary Partitions:

1. Temporary Partitions: During the execution of the Work, primary consideration shall be given to the protection of adjacent areas from all hazards associated with demolition and new construction work. Provide and maintain smoke tight temporary partitions and dust barriers of type and at locations as needed and/or as indicated on the Drawings, adequate to keep dirt, dust, noise, and other particles from being transferred to adjacent areas. All doors through partitions shall be equipped with dust proof weatherstripping and a closer. Repair or replace damage to temporary partitions immediately.
2. Interim Dust Barriers: Prior to erection and demolition of temporary partitions around construction areas, Contractor shall install an interim air-tight reinforced plastic dust abatement curtain, approximately four (4) feet outside construction limits at existing corridors to isolate occupied areas from area of Work.
3. Dust abatement curtain shall be completely taped to walls, floor, and ceiling with duct tape, or sealed with spackling compound.

4. At completion of impervious dust barrier erection (or demolition), completely clean floor, ceiling and walls within 4'-0" limits using HEPA filtered vacuum equipment. Prior to removal of interim dust barrier obtain approval of the Owner's Infection Control Representative of the ceiling, wall, and floor conditions.
  5. Where existing mechanical and electrical systems prohibit full height barriers, terminate barriers at obstruction and seal off balance of opening with reinforced fire retardant plastic and duct tape.
  6. Review interior and exterior perimeter of construction area for existing miscellaneous openings, penetrations, registers, doors, windows, and completely seal openings with solid barriers to confine construction dust, dirt and air pollution to construction areas.
  7. All Temporary Partition Types are to be approved by the Owner's Infection Control Representative.
- F. Use fire retardant plywood or taped gypsum board in lieu of plastic at high cart traffic areas, at corridors, and/or as indicated on Drawings.

### 3.02 ENFORCEMENT AND FINES

- A. Process: Failure to maintain containment precautions will result in issuance of written warning; if situation is not corrected within eight (8) hours of receipt of warning, Owner will have cause to stop the Work as provided in the General Conditions.
- B. The following will be performed by the Owner's Infection Control Representative:
1. Periodic Inspections.
  2. A record of all violations of precautions will be maintained, whether in occupied areas or not.

**END OF SECTION**



**SECTION 017800S01**

**CLOSEOUT SUBMITTALS**

I. Operation and Maintenance Manuals:

The University requires One (1) Digital Copy (pdf) each of final installation, training, operation, maintenance, and repair manuals to be turned over to the owner’s representative and approved for content by the University prior to the acceptance of substantial completion. PDF/A files will NOT be accepted.

A. EComm Closeout Front End Documents - The following shall be uploaded as a single line item to the Ecomm Closeout Log in pdf format:

a. Information sheet

- i. Project title
- ii. project number
- iii. UK Project Manager
- iv. Architect (name, address, and telephone number)
- v. Engineer (name, address, and telephone number)
- vi. Contractor & Subcontractor (name, address, and telephone number)
- vii. All Vendors for warranty items (name, address, and telephone number)

b. Index: - List of everything submitted for an individual trade package/ category in order by CSI Master format Division. Example:

CSI Master Format	Document Name	Doc Type	File Name
084113-02	Aluminum Frames Entrances	O&M	084113-02 - Aluminum Frames Entrances - O&M
084113 -03	Aluminum Framed Entrances	Warranty	084113-03 - Aluminum Frames Entrances - Warranty

B. Style – Digital PDF file set shall be compiled in CSI Master Format order, with bookmarks. Document properties shall be set to correct reading direction and fit height.

C. Content

Information provided must be of sufficient detail as to enable University Employees to install, calibrate, train, operate, maintain, service, and repair every system, subsystem, and piece of equipment installed on or as a part of any contract awarded by the University.

What follows is a list of items, and their required formats, that must be included as a part of all submitted closeouts.

1. Inspections and Guarantees:  
Copies of all inspection, guarantee, and warranty certificates with the University of Kentucky named as owner of all equipment and property.
2. Valve Tag List:  
A record of all valves installed shall be made and shall include the following information: Valve tag number, location of valve, service area, type of service, type of valve, manufacturer, and model number.
3. Finish Schedule:  
A copy of the interior and exterior finish plan schedule listing all finish materials, manufacturers, colors, paint numbers, and use & care instructions.
4. Equipment:  
All equipment required by contract and/or installed by the contractors or sub-contractors must be accompanied by the original copies of its documentation. This documentation must be included in the set of manuals and at minimum include: Installation manuals, training manuals, service manuals, parts lists, shop drawings, calibration manuals (if applicable), operation manuals, repair manuals, and wire lists (if applicable). Under no circumstances will catalog cut sheets be considered acceptable replacements for any of the above items. Only include information pertaining to equipment installed and only in English language.  
  
Documentation for each piece of equipment shall be indexed as mentioned above and be placed after the appropriate bookmark. Each bookmarked section must contain, as its first sheet, a checklist of all documentation included in that section, location(s) of equipment, and vendor name and address. If more than one type of equipment falls under the same number, a checklist for each type must be present. If the PDF document includes manuals from any one vendor covering several model numbers, the model used must be **highlighted**. Print in color if applicable.
5. Shop Drawings:  
IF shop drawings are included, the preferred pdf size is to be 11" x 17"
6. Test and Balance Report:  
Copies of each system air balancing record and each system hydronic balancing record must accompany digital PDF manuals submittal.
7. Current Conditions Studies  
The university requires turnover of any studies or products created to support the project
8. Contractor As - Built Drawings:  
One (1) digital set of PDF sheets with "As - Built" stamps shall be uploaded upon completion of project. The set should be complete and accurate. Any changes made during construction must be made before submittal of these digital drawings.

Digital PDF set of sheets shall be compiled in sheet number order, with bookmarks indicating Sheet number and title. Pages shall be set to correct reading direction and bookmarks' zoom set to fit page. Compiled pdfs shall be OCRd (text recognition). This set serves as the archivable "As - Built" drawing set for use by University Archives.

9. A/E Record Drawings:

Submitted Record Drawings shall conform to Consultant Contract 2.6.5.14.1.

Digital Drawing files shall be submitted in both PDF (uploaded via Ecomm) files and CAD consumable files (.dwg, .dxf, .dxb and/or .rvt formats) delivered to CPMD representative.

Digital PDF set of sheets shall be compiled in sheet number order, with bookmarks indicating Sheet number and title. Pages shall be set to correct reading direction and bookmarks' zoom set to fit page. Compiled pdfs shall be OCRd (text recognition).

Digital files are for use in the Engineering and Maintenance Departments.

Digital Drawing files shall include any shop drawings available in this format.

10. Training Videos

MP4 video format

File name: UK Project Number XXXX.XX; Discipline: 'Training Video'

I. Operation and Maintenance Manuals:

The University requires One (1) Digital Copy (pdf) each of final installation, training, operation, maintenance, and repair manuals to be turned over to the owner's representative and approved for content by the University prior to the acceptance of substantial completion. PDF/A files will NOT be accepted.

A. EComm Closeout Front End Documents - The following shall be uploaded as a single line item to the Ecomm Closeout Log in pdf format:

a. Information sheet

- i. Project title
- ii. project number
- iii. UK Project Manager
- iv. Architect (name, address, and telephone number)
- v. Engineer (name, address, and telephone number)
- vi. Contractor & Subcontractor (name, address, and telephone number)
- vii. All Vendors for warranty items (name, address, and telephone number)

b. Index: - List of everything submitted for an individual trade package/ category in order by CSI Master format Division. Example:

CSI Master Format	Document Name	Doc Type	File Name
084113-02	Aluminum Frames Entrances	O&M	084113-02 – Aluminum Frames Entrances - O&M
084113 -03	Aluminum Framed Entrances	Warranty	084113-03 – Aluminum Frames Entrances - Warranty

B. Style – Digital PDF file set shall be compiled in CSI Master Format order, with bookmarks. Document properties shall be set to correct reading direction and fit height.

C. Content

Information provided must be of sufficient detail as to enable University Employees to install, calibrate, train, operate, maintain, service, and repair every system, subsystem, and piece of equipment installed on or as a part of any contract awarded by the University.

What follows is a list of items, and their required formats, that must be included as a part of all submitted closeouts.

1. Inspections and Guarantees:

Copies of all inspection, guarantee, and warranty certificates with the University of Kentucky named as owner of all equipment and property.

2. Valve Tag List:

A record of all valves installed shall be made and shall include the following information: Valve tag number, location of valve, service area, type of service, type of valve, manufacturer, and model number.

3. Finish Schedule:

A copy of the interior and exterior finish plan schedule listing all finish materials, manufacturers, colors, paint numbers, and use & care instructions.

4. Equipment:

All equipment required by contract and/or installed by the contractors or sub-contractors must be accompanied by the original copies of its documentation. This documentation must be included in the set of manuals and at minimum include: Installation manuals, training manuals, service manuals, parts lists, shop drawings, calibration manuals (if applicable), operation manuals, repair manuals, and wire lists (if applicable). Under no circumstances will catalog cut sheets be considered acceptable replacements for any of the above items. Only include information pertaining to equipment installed and only in English language.

Documentation for each piece of equipment shall be indexed as mentioned above and be placed after the appropriate bookmark. Each bookmarked section must contain, as its first sheet, a checklist of all documentation included in that section, location(s) of equipment, and vendor name and address. If more than one type of equipment falls under the same number, a checklist for each type must be present. If the PDF document includes manuals from any one vendor covering several model numbers, the model used must be **highlighted**. Print in color if applicable.

5. Shop Drawings:

IF shop drawings are included, the preferred pdf size is to be 11" x 17"

6. Test and Balance Report:

Copies of each system air balancing record and each system hydronic balancing record must accompany digital PDF manuals submittal.

7. Current Conditions Studies

The university requires turnover of any studies or products created to support the project

8. Contractor As - Built Drawings:

One (1) digital set of PDF sheets with "As - Built" stamps shall be uploaded upon completion of project. The set should be complete and accurate. Any changes made during construction must be made before submittal of these digital drawings.

Digital PDF set of sheets shall be compiled in sheet number order, with bookmarks indicating Sheet number and title. Pages shall be set to correct reading direction and bookmarks' zoom set to fit page. Compiled pdfs shall be OCRd (text recognition). This set serves as the archivable "As - Built" drawing set for use by University Archives.

9. A/E Record Drawings:

Submitted Record Drawings shall conform to Consultant Contract 2.6.5.14.1. Digital Drawing files shall be submitted in both PDF (uploaded via Ecomm) files and CAD consumable files (.dwg, .dxf, .dxb and/or .rvt formats) delivered to CPMD representative.

Digital PDF set of sheets shall be compiled in sheet number order, with bookmarks indicating Sheet number and title. Pages shall be set to correct reading direction and bookmarks' zoom set to fit page. Compiled pdfs shall be OCRd (text recognition). Digital files are for use in the Engineering and Maintenance Departments. Digital Drawing files shall include any shop drawings available in this format.

10. Training Videos

MP4 video format  
File name: UK Project Number XXXX.XX; Discipline: 'Training Video'

## SECTION 017900

### DEMONSTRATION AND TRAINING

#### PART 1 GENERAL

##### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and
- B. Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for requirements for pre-instruction conferences.
  - 2. Divisions 02 through 49 Sections for specific requirements for demonstration and training for products in those Sections.

##### 1.03 SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. At completion of training, submit two complete training manual(s) for Owner's use.
- B. Qualification Data: For facilitator, instructor and photographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Demonstration and Training DVDs: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Architect and Construction Manager.
    - d. Name of Contractor.
    - e. Date video was recorded.

- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
2. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy duty, 3-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video. Include name of Project and date of video on each page.

#### 1.04 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.
- D. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.05 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.



## **PART 2 PRODUCTS**

### **2.01 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows but not limited to:
1. Motorized doors, including overhead coiling grilles, fire and smoke shutters, and automatic entrance doors.
  2. Equipment, including projection screens, loading dock equipment, vacuum waste systems, food-service equipment and laboratory fume hoods.
  3. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems.
  4. Intrusion detection systems.
  5. Conveying systems, including elevators.
  6. Laboratory equipment, including laboratory water and vacuum equipment and piping.
  7. Heat generation, including boilers, feedwater equipment, pumps, steam distribution piping and water distribution piping.
  8. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
  9. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
  10. HVAC instrumentation and controls.
  11. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
  12. Packaged engine generators, including transfer switches.
  13. Lighting equipment and controls.
  14. Communication systems, including intercommunication, surveillance, clocks and programming, voice and data and television equipment.
  15. Other Contractor furnished and installed systems and equipment.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project Record Documents.
    - e. Identification systems.

- f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.

8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and re-assembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### **PART 3 - EXECUTION**

#### **3.01 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.

#### **3.02 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner with at least 4 weeks advance notice.
  2. Schedule and conduct two (2) separate training sessions for each topic with the Owner to cover two (2) personnel shifts.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

#### **3.03 DEMONSTRATION AND TRAINING VIDEO**

- A. General: Engage a qualified commercial photographer to record demonstration and training video. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  1. At beginning of each training module, record each chart containing learning objective and lesson outline.
  2. All attendees must sign Sign-In Sheet.
- B. Video Format: Provide high-quality DVD disk.

- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.
- D. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded or by dubbing off-site. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.
- E. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video opposite the corresponding narration segment.

**END OF SECTION**



**SECTION 024119**  
**SELECTIVE DEMOLITION**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Demolition and removal of selected portions of a building.

1.02 RELATED SECTIONS

- A. Section 017340 - Indoor Air Quality Control.

1.03 DEFINITIONS

- A. Remove: Remove and legally dispose of items, except those indicated to be reinstalled, salvaged, or to remain the property of the Owner.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the property of the Owner. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in new locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during demolition activities. When permitted by the Owner and Architect, items may be removed to a suitable, protected storage location during demolition activities and then cleaned and reinstalled in their original locations.

1.04 OWNERSHIP OF MATERIALS

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the property of the Owner, demolished materials shall become the property of the Contractor and shall be removed from the Site with further disposition at the option of the Contractor.

1.05 SUBMITTALS

- A. General: Submit each item in this Section according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.

D. Schedule of selective demolition activities indicating the following:

1. Detailed sequence of selective demolition and removal Work, with starting and ending dates for each activity.
2. Interruption of utility services.
3. Coordination for shutoff, capping and continuation of utility services.
4. Use of elevator and stairs
5. Detailed sequence of selective demolition and removal Work to ensure uninterrupted progress of on-site operations of Owner.
6. Coordination of continuing occupancy by Owner of portions of existing building and of partial occupancy by Owner of completed Work.
7. Locations of temporary partitions and means of egress.

E. Inventory of items to be removed and salvaged.

F. Inventory of items to be removed by Owner.

G. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.

H. Record drawings at Project closeout, in accordance with Section 017000 - Contract Closeout, which identify and accurately locate capped utilities and other subsurface structural, mechanical, and/or electrical conditions.

I. Landfill records indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition operations. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Predemolition Conference: Conduct conference at Project Site to comply with Preinstallation Conference Requirements of Section 010390 - Coordination and Meetings.

1.07 PROJECT CONDITIONS

A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that ongoing operations of Owner are not disrupted. Provide not less than 72 hours notice to Owner of construction and/or demolition activities that will affect ongoing operations of Owner.

B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.

1. Conditions existing at the time of inspection by the Contractor for bidding purposes will be maintained by the Owner as far as practical.

## 1.08 WARRANTY

- A. Existing Special Warranty: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition operations by methods and with materials which do not void existing warranties.

## PART 2 PRODUCTS

### 2.01 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
  - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing site conditions and correlate with requirements indicated to determine extents of selective demolition required.
- C. Inventory and record the condition of items designated to be removed and reinstalled and items designated to be removed and salvaged.
- D. When unanticipated structural, mechanical, or electrical elements are encountered that conflict with the intended function or design, investigate and measure the extent of the conflict and promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during or as a result of selective demolition operations. If any such conditions are encountered, identify the condition and promptly submit a written report to the Architect.
- F. Perform surveys to detect hazards as selective demolition operations progress.

### 3.02 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by the Owner and other authorities having jurisdiction. Provide temporary services during interruptions to existing utilities which are acceptable to the Owner and other authorities having jurisdiction.
    - a. Reference enclosed University of Kentucky General Conditions and Special Conditions for information regarding Utility Services.



- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving buildings or areas to be selectively demolished.
  - 1. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
  - 2. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit after bypassing.
- C. Utility Requirements: Refer to Divisions 20 through 28 Sections for shutting off, disconnecting, removing, and sealing or capping utility services. Do not start selective demolition Work until utility disconnection and sealing operations have been completed and verified in writing.

### 3.03 PREPARATION

- A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Employ a certified, licensed exterminator and to control rodents and vermin before and during selective demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary weather protection on exterior surfaces, during interval between demolition and removal of existing construction and installation of new construction, to ensure that no water leakage or damage occurs to structure or interior areas.
  - 5. Protect walls, ceilings, floors, and other existing finish Work that are indicated to remain and are exposed during selective demolition operations.
  - 6. Cover and protect furniture, furnishings, and equipment that have not been removed.
- E. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise generated from selective demolition operations.
  - 1. Construct dustproof partitions of not less than 5/8 inch gypsum wall board over 3 5/8 inch metal studs with joints taped on occupied side.
  - 2. Insulate partition to provide noise protection to occupied areas.
  - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 4. Protect all air handling equipment.

### 3.04 POLLUTION CONTROLS

- A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level, subject to approval of method by Owner.
- B. Clean adjacent surface and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition before start of selective demolition operations.

### 3.05 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering or chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 7. Remove structural framing members and lower to ground by method suitable to avoid free-fall and to prevent ground impact or dust generation.
  - 8. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 9. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - 10. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- C. Break-up and remove concrete slabs on grade, unless otherwise shown to remain.
- D. Remove resilient floor coverings and adhesive according to recommendations of the Resilient Floor Covering Institute's (RFCI) "Recommended Work Practices for the Removal of Resilient Floor Coverings" and all subsequent addenda.
  - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by the RFCI.

- E. Remove air-conditioning equipment scheduled for demolition without releasing refrigerants.

### 3.06 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations per Cutting and Patching Requirements of Section 101390 - Coordination and Meetings.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for application of new finishes.
  - 1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- D. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
  - 1. Closely match texture and finish of existing adjacent surfaces.
  - 2. Patch with durable seams that are as invisible as possible and are in compliance with specified tolerances.
  - 3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
  - 4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - 5. Inspect and test patched areas to determine integrity of the installation, where feasible.
- E. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### 3.07 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport off property of Owner and legally dispose of demolished materials.

### 3.08 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operations.
- B. Change filters on air-handling equipment upon completion of selective demolition operations.

**END OF SECTION**



**SECTION 055000**  
**METAL FABRICATIONS**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. All miscellaneous iron, steel, and aluminum items not specifically described in other Sections of these Specifications, but required for a complete and operable facility as indicated or implied by the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 099123 - Interior Painting.

1.03 REFERENCES

- A. ASTM A36 - Structural Steel.
- B. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.
- C. ASTM A123 - Zinc (Hot-Galvanized) Coatings on Products Fabricated From Rolled, Pressed and Forged Steel Shapes, Plates, Bars, and Strip.
- D. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A283 - Carbon Steel Plates, Shapes, and Bars.
- F. ASTM A307 - Carbon Steel Externally Threaded Standard Fasteners.
- G. ASTM A325 - High Strength Bolts for Structural Steel Joints.
- H. ASTM A386 - Zinc-Coating (Hot-Dip) on Assembled Steel Products.
- I. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- J. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- K. ASTM B177 - Chromium Electroplating on Steel for Engineering Use.
- L. AWS A2.0 - Standard Welding Symbols.
- M. AWS D1.1 - Structural Welding Code.
- N. SSPC - Steel Structures Painting Council.

1.04 SUBMITTALS

- A. Submit under provisions of Section 013000.

- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- C. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

#### 1.05 QUALIFICATIONS

- A. Prepare Shop Drawings under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State of Kentucky.
- B. Welders Certificates: Submit under provisions of Section 013000, certifying welders employed on the Work, verifying AWS qualification within the previous 12 months.

#### 1.06 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Drawings, Shop Drawings, and as instructed by the manufacturer.

### **PART 2 PRODUCTS**

#### 2.01 MATERIALS

- A. Steel Sections: ASTM A36.
- B. Steel Tubing: ASTM A500, Grade B and ASTM A501.
- C. Plates: ASTM A283.
- D. Pipe: ASTM A53, Grade B.
- E. Fasteners.
- F. Bolts, Nuts, and Washers: ASTM A325.
- G. Welding Materials: AWS D1.1; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.

#### 2.02 FABRICATION

- A. Fit and shop assemble in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.

- F. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

#### 2.03 FINISHES

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Do not prime surfaces in direct contact with concrete or where field welding is required.
- C. Prime paint items with two coats.

### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive Work.
- B. Beginning of installation means erector accepts existing conditions.

#### 3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, to appropriate sections.

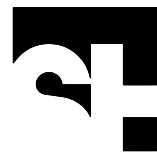
#### 3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components indicated on Shop Drawings.
- D. Perform field welding in accordance with AWS D1.1.
- E. Obtain Architect/Engineer approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

#### 3.04 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.

**END OF SECTION**





**SECTION 061000**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Framing, blocking, and furring.
- B. Rooftop equipment bases and support curbs.
- C. Coordination of locations and installation of all concealed wood blocking for items included in other Sections of specifications.

1.02 RELATED SECTIONS

- A. Section 072100 – Building Insulation.
- B. Section 081113 – Hollow Metal Doors and Frames.
- C. Section 092116 – Gypsum Board Systems.
- D. Section 099123 – Painting.

1.03 REFERENCES

- A. NFPA - National Forest Products Association.
- B. SPA - Southern Pine Association.
- C. APA - American Plywood Association.
- D. WWPA - Western Wood Products Association.
- E. AWPA - American Wood Preservers Association.

1.04 SUBMITTALS

- A. Submit under provisions of Section 013000.
- B. Product Data: Submit the following:
  - 1. Submit certification by treating plant stating chemicals and processes used, net amount of salts retained, and conformance with applicable standards.
  - 2. Preservation Treated Wood: Submit certification for water-borne preservative that moisture content was reduced to 19 percent maximum, after treatment.
  - 3. Fire Retardant Treatment: Submit certification by treating plant that fire-retardant treatment materials comply with governing ordinances and that treatment will not bleed through finished surfaces.

## 1.05 QUALITY ASSURANCE

### A. Grading Rules:

1. Lumber grading rules and wood species shall conform with Voluntary Product Standard PS-20. Grading rules of the following associations shall also apply to materials produced under their supervisions:
  - a. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
  - b. Southern Pine Inspection Bureau (SPIB).
  - c. West Coast Lumber Inspection Bureau (WCLIB).
  - d. Western Wood Product Association (WWPA).
2. Plywood shall conform to the following:
  - a. Softwood Plywood - Product Standard PS-1.
  - b. Hardwood Plywood - Product Standard PS-51.

### B. Grade Marks: Identify all lumber and plywood by official grade mark.

1. Lumber: Grade stamp to contain symbol of grading agency, mill number or name, grade of lumber, species grouping or combination designation, rules under which graded, where applicable and condition of seasoning at time of manufacturer.
  - a. S-Dry: Maximum 19 percent moisture content.
  - b. MC-5 or KD: Maximum 15 percent moisture content.
  - c. Dense.
2. Softwood Plywood: Appropriate grade trademark of the American Plywood Association.
  - a. Type, grade, class and identification index.
  - b. Inspection and testing agency mark.
3. Hardwood plywood: Appropriate grade mark of qualified inspection testing, or grading mark.

### C. Testing:

1. ASTM E84, maximum 25 Flame Spread rating.

### D. Requirements of Regulatory Agencies:

1. Fire Hazard Classification: Underwriter's Laboratories, Inc., for treated lumber and plywood.
2. Preservative Treated Lumber and Plywood: American Wood Preservers Bureau Standards.
3. Pressure treated Material: American Wood Preservers Bureau Standards.
4. Span Tables: National Forest Products Association.
5. Working Stresses: Softwood Lumber, National Design Specification, National Forest Products Association.

## 1.06 DELIVERY, STORAGE AND HANDLING

- A. Immediately upon delivery to job site, place materials in area protected from weather.

- B. Store materials a minimum of 6 inches above ground on framework or blocking and cover with protective waterproof covering, providing adequate air circulation or ventilation.
- C. Do not store seasoned materials in wet or damp area.
- D. Protect fire-retardant materials against high humidity and moisture during storage and erection.
- E. Protect sheet materials against high humidity and moisture during storage and erection.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

#### **A. Lumber:**

##### **1. Dimension:**

- a. Specified lumber dimensions are nominal.
- b. Actual dimensions conform to industry standards established by the American Lumber Standards Committee and the rules writing agencies.

2. Moisture Content: 19 percent maximum at time of permanent closing of building or structure, for lumber 2 inches or less nominal thickness.

3. Surfacing: Surface four sides (S4S), unless otherwise shown or specified.

4. Framing lumber, 2 inches to 4 inches thick, 2 inches to 4 inches wide, any commercial softwood species, unless otherwise shown or specified.

##### **a. Light Framing:**

- (1) General Framing: Standard and Better Grade.
- (2) Plates, Blocking, Bracing and Nailers: Utility Grade.

##### **b. Blocking:**

- (1) All wood blocking shall comply with ASPA/C20/C27 fire retardant treated products.
  - \* Exception 1. Non-fire retardant treated wood blocking shall be permitted at handrails, millwork, cabinets and window and door frames.

##### **5. Miscellaneous Lumber:**

- a. Provide wood for support or attachment of other work including cant strips, bucks, nails, blocking, furring, grounds, stripping and similar members.
- b. Provide wood for support or attachment of other work as blocking for, but not limited to the following: horizontal blinds, toilet accessories, handrails and railings, casework, corridor handrails, cubical curtain/IV holder tracks on ceiling and patient TV brackets.
- c. Provide lumber of sizes shown or specified, worked into shapes shown on Drawings.
- d. 15% maximum moisture content for lumber items not specified to receive wood preservative treatment.
- e. Construction Grade No. 3.
- f. Bituminous coating for pressure treated wood in direct contact with galvanized steel framing members: Coat entire surface of all treated wood products in direct contact with galvanized steel framing members with bituminous dampproofing Sonneborne Hydrocide 700 or Architect approved equal.

B. Plywood:

1. Exterior graded AND fire-retardant plywood where indicated, or where edge or surface is permanently exposed to weather or where used as underlayment to exterior gypsum sheathing: B - B EXT - APA, graded for treatment where preservative treated plywood is indicated.
2. Plywood Backing Panel: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels, APA C - D PLUGGED INT with exterior glue, thickness indicated, or if not otherwise indicated, 3/4 inch.

C. Preservative Treated Wood:

1. Waterborne Salt Preservatives for Painted, Stained or Exposed Natural Wood Products:
  - a. AWPB LP-2, above ground application.
  - b. AWPB LP-22, ground contact application.
2. Treat indicated items and the following:
  - a. Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - b. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

D. Fire Retardant Treatment:

1. Provide where required by code. Comply with AWPB Standards for pressure impregnation with Fire Retardant Chemicals.
  - a. Flame Spread: 25 max.
2. Treat all rough framing and blocking items throughout the Project, unless otherwise noted.

### **PART 3 EXECUTION**

#### **3.01 GENERAL**

- A. Discard units of material with defects which might impair quality of work, and units which are too small to fabricate work with minimum joints or optimum joint arrangement.
- B. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- C. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
- D. Use common wire nails except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

### 3.02 INSTALLATION

#### A. Wood Grounds, Nailers, Blocking and Sleepers:

1. Provide where shown and where required for screening or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement. Do not use power driven anchors unless approved by Architect.
3. Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

#### B. Blocking Locations:

1. Coordinate locations of blocking with millwork and wall mounted contractor or Owner-furnished items.
2. Provide blocking at all door wall stops.
3. Furnish sufficient blocking to support cubicle curtains, drapery tracks, mirrors, and miscellaneous items.
4. Furnish sufficient blocking to support toilet partitions and toilet accessories.
5. Apply two (2) brush coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber.

### 3.03 TEMPORARY WORK

- #### A. Provide temporary stairs, ramps, coverings, decks, handrails, runways, ladders, etc., as required for the purpose of handling materials, personnel and access to the work, and temporary exits from the building.

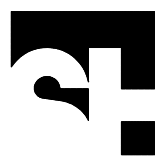
### 3.04 CUTTING, FITTING AND PATCHING

- #### A. Include all cutting, fitting and patching of work in connection with other trades which adjoin any part of this Work.

**END OF SECTION**

**07**

**THERMAL AND MOISTURE PROTECTION**



## **SECTION 079200**

### **JOINT SEALANTS**

#### **PART 1 GENERAL**

##### 1.01 SECTION INCLUDES

- A. Preparing substrate surfaces.
- B. Sealant and joint backing.

##### 1.02 RELATED SECTIONS

- A. Section 072400 – Exterior Insulation and Finish System.
- B. Section 072726 – Fluid-Applied Air/Weather Membrane
- C. Section 076200 – Sheet Metal Flashing and Trim.
- D. Section 078400 - Firestopping.
- E. Section 088000 - Glazing: Sealants required in conjunction with glazing methods.
- F. Section 081113 – Hollow Metal Doors and Frames: Sealants required in conjunction with door frames.
- G. Section 092900 - Gypsum Board.

##### 1.03 REFERENCES

- A. ASTM C790 - Use of Latex Sealing Compounds.
- B. ASTM C804 - Use of Solvent-Release Type Sealants.
- C. ASTM C834 - Latex Sealing Compounds.
- D. ASTM C919 - Use of Sealants in Acoustical Applications.
- E. ASTM C920 - Elastomeric Joint Sealants.
- F. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
- G. ASTM D1565 - Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- H. SWRI (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

##### 1.04 SUBMITTALS

- A. Submit under provisions of Section 013000.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, color availability.

- C. Samples: Submit two samples, 1x1 inch in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, perimeter conditions requiring special attention.
- E. Contractor shall submit a Sealant Schedule, indicating sealant colors to be used at all required locations, prior to installation.

#### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform acoustical sealant application Work in accordance with ASTM C919.
- C. Maintain one copy of each document on site.

#### 1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum three years documented experience.
- B. Applicator: Company specializing in performing the Work of this Section with minimum five years documented experience and approved by manufacturer.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

#### 1.08 COORDINATION

- A. Coordinate Work under provisions of Section 010390.
- B. Coordinate the Work with all Sections referencing this Section.

#### 1.09 WARRANTY

- A. Provide five year warranty under provisions of Section 017000.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve air tight seal, water tight seal, and exhibit loss of adhesion or cohesion, or do not cure.

### **PART 2 PRODUCTS**

#### 2.01 SEALANTS

- A. (Type A) Oil Based: Single component, resinous compound, elongation capability of 0 to 2 percent of joint width.
- B. (Type B) Bituminous Based: Single component, asphalt compound, elongation capability of 0 to 2 percent of joint width.



- C. (Type C) Acrylic Emulsion Latex: ASTM C920, Grade 1, Class A, Single component, non-staining, non-bleeding, non-sagging; color as selected.
1. Elongation Capability: 2 to 5 percent
  2. Service Temperature Range: 2 to 160 degrees F
  3. Shore A Hardness Range: 15 to 40
- D. (Type D) Acrylic Sealant: ASTM C920, Grade 1, Class A, single component, solvent curing, non-staining, non-bleeding, non-sagging; color as selected.
1. Elongation Capability: 7.5 to 12 percent
  2. Service Temperature Range: -13 to 180 degrees F
  3. Shore A Hardness Range: 25 to 50
- E. (Type E) Butyl Sealant: ASTM C920, Grade 1, Class A, single component, solvent release, non-skinning, non-sagging, black color.
1. Elongation Capability: 7 to 10 percent
  2. Service Temperature Range: -13 to 180 degrees F
  3. Shore A Hardness Range: 10 to 30
- F. (Type F) Polysulfide Sealant: ASTM C920, Grade 1, Class A, two component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non-sagging type; color as selected.
1. Elongation Capability: 25 percent
  2. Service Temperature Range: -40 to 180 degrees F
  3. Shore A Hardness Range: 20 to 35
- G. (Type G) Polyurethane Sealant: ASTM C920, Grade 1, Class A, single component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non-sagging type; color as selected.
1. Elongation Capability: 25 percent
  2. Service Temperature Range: -40 to 180 degrees F
  3. Shore A Hardness Range: 20 to 35
- H. (Type H) Polyurethane Sealant: ASTM C920, Grade 1, Class A, multi-component, chemical curing, non-staining, non-bleeding, capable of continuous water immersion, non-sagging type; color as selected.
1. Elongation Capability: 25 percent
  2. Service Temperature Range: -40 to 180 degrees F
  3. Shore A Hardness Range: 20 to 35
- I. (Type I) Silicone Sealant: ASTM C920, Grade 1, Class A, single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding; color as selected.
1. Elongation Capability: 25 percent
  2. Service Temperature Range: -65 to 180 degrees F
  3. Shore A Hardness Range: 15 to 35

J. (Type J) Silicone Sealant: ASTM C920, Grade 1, Class A, single component, fungus resistant, chemical curing, non-sagging, non-staining, non-bleeding; color as selected.

1. Elongation Capability: 25 percent
2. Service Temperature Range: -65 to 180 degrees F
3. Shore A Hardness Range: 15 to 25

K. (Type K) Silicone Sealant: ASTM C920, Grade 1, Class A, single component, fungus resistant, acidic curing, non-sagging, non-staining, non-bleeding; color as selected.

1. Elongation Capability: 25 percent
2. Service Temperature Range: -65 to 180 degrees F
3. Shore A Hardness Range: 15 to 25

L. (Type L) Security Sealant ("pick-proof"): Surebond SB-190 "Everseal", clear. Reference Security Sealant schedule below.

## 2.02 ACCESSORIES

- A. Primer: Non-staining type as recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: ASTM D1565; round, open cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive Work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.02 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions.
- D. Protect elements surrounding the Work of this Section from damage or disfiguration.

### 3.03 INSTALLATION

- A. Install sealant in accordance with manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve required width/depth ratios.

- C. Install joint backing to achieve a neck dimension no greater than 1/3 of the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

### 3.04 CLEANING

- A. Clean Work under provisions of Section 017000.
- B. Clean adjacent soiled surfaces.

### 3.05 PROTECTION OF FINISHED WORK

- A. Protect finished installation under provisions of Section 016000.
- B. Protect sealants until cured.

### 3.06 SECURITY SEALANT ("PICK-PROOF") SCHEDULE

- A. Patient Rooms:
  - 1. Perimeter of security window casings to wall.
  - 2. Bed, nightstand, desk, wardrobe to floor and wall.
  - 3. Top of base trim to wall
  - 4. Between FRL Panels
- B. Patient Toilets and Toilet/Shower Rooms:
  - 1. Shower panels to wall.
  - 2. Perimeter of mirrors to wall.
  - 3. Toilet to floor and wall.
  - 4. Grab bar closure panel to wall.
  - 5. Fixed lavatory surfaces to wall.
  - 6. Perimeter of recessed paper towel shelf to wall.
  - 7. Perimeter of toilet paper holder to wall.
  - 8. Soap dispenser to wall.
  - 9. Perimeter of shower head and controls to wall and ceiling.
  - 10. Perimeter of flush valve plate to wall.
  - 11. Perimeter of towel/robe hooks to wall.
  - 12. Bottom of door frame to floor.
- C. Seclusion Rooms:
  - 1. Bottom of door frame to floor.
  - 2. Perimeter of quarter dome mirrors to wall and ceiling.

D. General – All Patient Units:

1. Perimeter of ceiling access panels to ceiling.
2. Joints and perimeter of trim around wall protection.
3. Bottom of door frame to floor.

**END OF SECTION**



## SECTION 085653

### ALUMINUM FRAMED PSYCHIATRIC WINDOWS

#### 1.01 SECTION INCLUDES

- A. All interior aluminum framed psychiatric windows furnished and installed as shown on Drawings, specified in this Section, and designated in AAMA 101 and 101/I.S.-2.
  - 1. All labor, materials, tools, equipment and services needed to furnish and install Architectural Performance Class windows.
  - 2. Components furnished with installed windows.
  - 3. Installation accessories furnished and installed.

#### 1.02 RELATED SECTIONS

- A. Section 07900 – Joint Sealers
- B. Section 088000 - Glass and Glazing: Glass for aluminum framed psychiatric windows.

#### 1.03 REFERENCES

- A. Refer to AAMA/WDMA/CSA 101/1.5.2/A440 for a complete list of references and industry standards.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test/Consumer Products Safety Commission CPSC 16 CFR 1201.
- C. ASTM F1233 - Standard Test Method for Security Glazing Materials and Systems.

#### 1.04 PERFORMANCE REQUIREMENTS

- A. Design and size components to withstand all wind loads and seismic loads and sway displacement as calculated in accordance with current jurisdictional Building Codes.
- B. System to accommodate, without damage to components or deterioration of seals, movement within system, movement between system and peripheral construction, dynamic loading and release of loads, and deflection of structural support framing.
- C. Air and Structural Performance Requirements:
  - 1. When tested in accordance with cited test procedures, windows shall meet or exceed the following performance criteria, as well as those indicated in AAMA 101 and 101/I.S.-2 for air, water and uniform structural loading, for Architectural Performance Class windows, Performance Grade 60 (AW60) unless otherwise noted herein.
  - 2. Air Test Performance Requirements
    - a. Air infiltration maximum 0.3 cfm per square foot at 6.24 psf pressure differential when tested in accord with ASTM E283.

3. Impact Test:

- a. Conduct test in general accordance with **ANSI Z97.1** to simulate a purposeful shoulder impact from the interior reflecting the full range of energy absorption variables on the project: Test units shall be representative of windows on the project in details of frame connections, glazing, and anchorage.
- b. Interior of test unit of representative size shall be impacted three times with a 200 to 300 lb shot bag swung from a vertical height sufficient to generate **min. 1500 ft-lb** of impact, directed at center-of-glass, locking jamb mid-span and lower locking point, one each respectively.
- c. At the conclusion of impact testing, the window shall remain intact as a barrier to egress.

1.05 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Shop Drawings: Shop drawings must be prepared wholly by the window manufacturer, or a qualified engineering services firm under the direction of the manufacturer. Shop drawings for pre-engineered configurations may be prepared by installers authorized per 1.06 QUALITY ASSURANCE.
  1. Elevation for each style window specified indicating its size, glazing type, muntin type and design.
  2. Manufacturer's head, jamb and sill details and section views for each window type specified. Details must indicate site specific field condition, anchoring schedule, fasteners, spacing, etc... **Reference Quality Assurance Item B for additional information.**
  3. Provide a window schedule indicating the type, size, color, and operation of each unit specified.
- C. Product Data: Provide design details to define system aesthetic and functional characteristics.
- D. Samples: Components: Submit samples of anchors, fasteners, hardware, assembled corner sections and other materials and components.
- E. Samples: Finish: Submit color samples for Architect's approval from manufacturer's standard, premium and custom range of colors.
- F. Manufacturer's Installation Instructions: Indicate special installation instructions.
- H. Performance Requirements: Submit documentation performed by independent testing agency indicating full compliance with requirements listed within Section 1.04 PERFORMANCE REQUIREMENTS.

1.06 QUALITY ASSURANCE

- A. Qualifications: Upon request, the window manufacturer will provide written confirmation that the installer is authorized to install window products to be used on this project.
- B. Provide engineering calculations to determine the number, type and spacing of fasteners required to withstand the human impact loading stipulated in the above testing requirements as it applies to the site specific field conditions.**
- C. In-Plant Testing: Conduct ASTM air and static water infiltration testing on a minimum of 1% of factory-glazed windows prior to shipping, subject to reasonable size restrictions. Each tested unit shall

be identified with a removable sticker on the inside glass face. Provide detailed documentation of in-plant testing upon request.

D. Maintain one copy of each document on site.

#### 1.07 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum five (5) years documented experience.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Section 016000.

B. Packing, Shipping, Handling and Unloading

1. Materials shall be packed, loaded, shipped, unloaded, stored and protected in accordance with AAMA CW-10.

#### 1.09 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated on Shop Drawings prior to fabrication/installation. Contractor to field measure all existing window openings.

#### 1.10 COORDINATION

A. Coordinate Work under provisions of Section 013100.

B. Coordinate the Work with window opening framing and exterior wall construction.

#### 1.11 WARRANTY

A. Provide warranty under provisions of Section 017700 to the following terms:

1. Products: Submit a written warranty, executed by the window manufacturer, for a period of ten (10) years from the date of manufacture, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which results in premature failure of the windows, finish, factory-glazed glass, or parts, outside of normal wear.

a. In the event that windows or components are found defective, manufacturer will repair or provide replacements without charge at manufacturer's option.

b. Warranty for all components must be direct from the manufacturer (non pass-through) and non pro-rated for the entire term. Warranty must be assignable to the owner, and transferable to subsequent owners though its length.

2. Installation: Submit a written warranty, executed by the window installer, for a period of one (1) year from the date of substantial completion, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements, which result in premature failure.

a. In the event that installation of windows or components is found to be defective, installer will repair or provide replacements without charge at the installer's option.



## PART 2 PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Wausau Window and Wall Systems (Wausau, WI).
- B. Winco Window Co., 6200 Maple Ave., St. Louis, MO 63130-3305. ASD. Toll Free: 800-525-8089. Tel: 314-725-8088. Fax: 314-725-1419. Web: [www.wincowindow.com](http://www.wincowindow.com).
- C. Substitutions: Under provisions of Section 016000. All requests for material substitutions must be received and approved by architect a minimum of ten (10) working days prior to bid - **no exceptions**.

### 2.02 ALUMINUM FRAMED PSYCHIATRIC WINDOW VENTS

- A. WAUSAU 2187-DT S.E.A.L Series Interior Security Windows glazed with 7/16" tempered laminated glass, with side-hinged access door with custodial locks. All locations to receive 5/8" integral blinds.
- B. Winco 8800 Retrofit Series: 2 inch Heavy Commercial Human Impact Access Panel with 9/16" tempered laminated glass, with side-hinged access door with custodial locks. All locations to receive 5/8" integral blinds.

### 2.03 MATERIALS

- A. Aluminum Members:
  - 1. Extruded aluminum prime billet 6063-T5 or T6 alloy for primary components; 6063-T5 or T6, 6005-T5, 6105-T5 or 6061-T6 for structural components; all meeting the requirements of ASTM B221.
  - 2. Aluminum sheet alloy 5005 H 32 (for anodic finish), meeting the requirements of ASTM B209 or alloy 3003 H 14 (for painted or unfinished sheet).

### 2.04 MANUFACTURED UNITS

- A. Materials
  - 1. Principal window frame and sash ventilator members will be a minimum wall thickness at glazing legs, hardware mounting webs and section flanges as required to meet or exceed structural and performance requirements.
  - 2. Extruded aluminum security glazing stops will be a minimum wall thickness as required to meet or exceed structural and performance requirements.
  - 3. Extruded or formed trim components will be a minimum 0.060" in thickness.
- B. Fabrication
  - 1. Frame depth 2" minimum.
  - 2. Sash ventilator and fixed lite access panel sections must be tubular and overlap framing members.
  - 3. Vented areas will be indistinguishable in sightline from fixed areas from the exterior with vents in the closed position.

## 2.05 COMPONENTS

### A. Hardware:

1. All steel components including attachment fasteners to be 300 Series stainless steel except as noted.
2. Extruded aluminum components 6063-T5 or -T6.
3. Locking handle cases and strikes to be die cast, aluminum, or stainless steel.
4. Thermoplastic or thermo-set plastic caps, housings and other components to be injection-molded nylon, extruded PVC, or other suitable compound.
5. Hardware to be custodial operated and include: concealed stainless steel four bar friction hinges, tamper resistant custodial locks, and venetian blind concealed mount, flush low profile control knob.

### B. Sealants

1. All sealants shall comply with applicable provisions of AAMA 800 and/or Federal Specifications FS-TT-001 and 002 Series. All sealants which are accessible to Patients shall be pick-proof.
2. Frame joinery sealants shall be suitable for application specified and as tested and approved by window manufacturer.

### C. Glass

1. Provide in accordance with Section 088000 - Glazing, Type as indicated on Construction Documents.

### D. Glazing

1. Provide in accordance with Section 088000.
2. Glazing method shall be in general accordance with the FGMA Glazing Manual for specified glass type, or as approved by the glass fabricator.
3. Glazing stops retaining security glazing shall be attached at 12" on center using ¼"-20 stainless steel machine screws.
4. Glazing materials at the interior must be rendered tamper-resistant by a continuous extruded hood projection or other tested and approved method.
5. Provide minimum glazing "bite" as recommended by the security glazing fabricator and tested as specified in Paragraph 1.04.

### E. Glazing Materials

1. Setting Blocks/Edge Blocking: Provide in sizes and locations recommended by FGMA Glazing Manual.
2. Back-bedding tapes, expanded cellular glazing tapes, toe beads, heel beads and cap beads shall meet the requirements of applicable specifications cited in AAMA 800.
3. Glazing gaskets shall be non-shrinking, weather-resistant, and compatible with all materials in contact.
4. Structural silicone sealant where used shall meet the requirements of ASTM C 1184.
5. Spacer tape in continuous contact with structural silicone shall be tested for compatibility and approved by the sealant manufacturer for the intended application. Gaskets in continuous contact with structural silicone shall be extruded silicone or compatible material.

F. Access Panel at Fixed Lites:

1. Hinged access panel will be constructed with mitered corners, mechanically staked over a solid aluminum corner block leaving hairline joinery.
2. Provide a hook latch for custodial operation.
3. Finish to be selected by architect from manufacturers full range of standard, premium and custom finishes.

G. Integral Venetian Blinds:

1. 5/8" wide aluminum slat blinds. Blind color to be selected from manufacturer's standard color selections.
2. Blind to be integrally mounted between the dual glazing.
3. Concealed mount, flush low profile control knob will be mounted on the interior face of the unit (between unit and exterior storefront assembly), and incorporate a "slip clutch" feature. Raise and lower pull cords will be located between glass for access only by custodial staff only when access panel is opened.

2.06 FABRICATION

A. General:

1. Finish, fabricate and shop assemble frame and sash ventilator members into complete windows under the responsibility of one manufacturer.
2. No bolts, screws or fastenings to bridge thermal barrier or impair independent frame movement.
3. Fabricate to allow for thermal movement of materials when subjected to a temperature differential from -30 degrees F to +180 degrees F.

B. Frames:

1. Miter and weld each corner; or miter all corners and mechanically stake over a solid extruded aluminum corner block, set and sealed in epoxy; then seal weather tight.

C. Fixed Lite Access Panels:

1. Miter all corners and mechanically stake over a solid extruded aluminum corner block, set and sealed in epoxy, leaving hairline joinery, then sealed weather tight.

D. Hardware:

1. All window hardware shall be tamper-proof / security type appropriate for use in an inpatient psychiatric hospital.
2. Concealed Hinges at Fixed Lite Access Panels: Provide two concealed stainless steel four bar friction hinges, complying with AAMA 904.
3. Locks: Stainless steel cam locks, strikes and/or keepers for custodial or supervisory operation shall secure sash in closed position. Provide a supplemental keyed GEM lock for interior sash ventilators and access panels.

E. Weather-stripping:

1. Dual durometer PVC, neoprene, EPDM or other suitable material as tested and approved by the window manufacturer.
2. Provide weather-strip at access panels for minimum thermal separation of 1/4 ".

3. Securely stake and join at corners or provide molded corners.

## 2.07 FINISHES

- A. Finish (Organic): Finish all exposed areas of aluminum, including all associated components, with 70% PVDF fluoropolymer Ultrapon™ Finish in accordance with Aluminum Association Designation AA-M12-C42-R1X and AAMA Guide Specification 2605-98. Color to be chosen by architect from full range of manufacturer's standard, premium and custom colors.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Site Verification of Conditions
  1. Verify that window opening and building substrates permit installation of windows according to the manufacturer's instructions, approved shop drawings, calculations, and contract documents.
  2. Do not install windows until unsatisfactory conditions are corrected.

### 3.02 INSTALLATION

- A. Erection of Aluminum Windows
  1. Install windows with skilled tradesman in exact accordance with approved shop drawings, manufacturer's published installation instructions, specifications, and AAMA101 and 101/I.S.-2
  2. Aluminum that is not organically coated shall be insulated from direct contact with steel, masonry, concrete or other dissimilar metals by bituminous paint, zinc chromate primer, non-conductive shims or other architect and manufacturer approved suitable insulating material.
- B. Coordinate installation of glass and glazing with requirements specified in Section 088000.

### 3.03 INSTALLATION TOLERANCES

- A. Conform to manufacturer's published requirements for fit and clearance tolerances.

### 3.04 ADJUSTING

- A. Adjust Work under provisions of Section 017700.
- B. Adjust window, hardware and accessories for smooth and balanced operations.

**END OF SECTION**

## SECTION 088000

### GLAZING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Glass and glazing for other Sections referencing this Section for products and installation.
- B. Glass and glazing for hollow metal work.

##### 1.02 RELATED SECTIONS

- A. Section 079200 - Joint Sealants: Sealant and back-up material.
- B. Section 081113 - Hollow Metal Doors and Frames.
- C. Section 081416 - Flush Wood Doors.

##### 1.03 REFERENCES

- A. ANSI/ASTM E330 - Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- B. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
- C. AAMA 501.8 - Standard Test Method for Determination of Resistance to Human Impact of Window Systems Intended for Use in Psychiatric Applications
- D. ASTM C1036 - Flat Glass.
- E. ASTM C1048 - Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass.
- F. ASTM C1172 - Standard Specification for Laminated Architectural Float Glass.
- G. ASTM E546 - Test Method for Frost Point of Sealed Insulating Glass Units.
- H. ASTM E576 - Test Method for Dew/Frost Point of Sealed Insulating Glass Units in Vertical Position.
- I. ASTM E773 - Test Method for Seal Durability of Sealed Insulating Glass Units.
- J. ASTM E774 - Sealed Insulating Glass Units.
- K. FGMA - Glazing Manual.
- L. FGMA - Sealant Manual.
- M. FS TT-C-00598 - Calking Compound, Oil and Resin Base Type.
- N. FS TT-S-001657 - Sealing Compound, Single Component, Butyl Rubber Based, Solvent Release Type.
- O. FS TT-S-00227 - Sealing Compound, Rubber Base, Two Component.

- P. FS TT-S-00230 - Sealing Compounds, Synthetic-Rubber Base, Single Component, Chemically Curing.
- Q. FS TT-S-01543 - Sealing Compound, Silicone Rubber Base.
- R. FS TT-G-410 - Glazing Compound, Sash (Metal) for Back Bedding and Face Glazing (Not for Channel or Stop Glazing).
- S. Laminators Safety Glass Association - Standards Manual.
- T. SIGMA - Sealed Insulated Glass Manufacturers Association.

#### 1.04 SUBMITTALS

- A. Submit under provisions of Section 013000.
- B. Product Data on Glass Types Specified:
  - 1. Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Samples: Submit two samples, 12x12 inch in size, illustrating each glass unit, coloration and design.
- E. Samples: Submit one 12 inch long bead of glazing sealant, color as selected.
- F. Manufacturer's Installation Instructions: Indicate special precautions required.
- G. Manufacturer's Certificate: Certify that glass meets or exceeds specified requirements.

#### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with FGMA Glazing Manual, FGMA Sealant Manual, SIGMA and Laminators Safety Glass Association - Standards Manual for glazing installation methods.
- B. Maintain one copy of each document on site.

#### 1.06 PRE-INSTALLATION CONFERENCE

- A. Convene one week prior to commencing Work of this Section, under provisions of Section 010390.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

#### 1.08 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on Shop Drawings.

## 1.09 COORDINATION

- A. Coordinate Work under provisions of Section 010390.
- B. Coordinate the Work with glazing frames, wall openings, and perimeter air and vapor seal to adjacent Work.

## 1.10 WARRANTY

- A. Provide ten year manufacturer's warranty for all materials specified herein under provisions of Section 017000.
- B. Warranty: Include coverage for delamination of laminated glass and replacement of same.

## **PART 2 PRODUCTS**

### 2.01 ACCEPTABLE MANUFACTURERS

- A. Clear Glass, Tinted Glass for Single Pane and Insulating Unit Applications:
  - 1. PPG Industries, Inc. (Pittsburgh, PA).
  - 2. Interpane Glass Co. (Clinton, NC).
  - 3. Pilkington North America, Inc. (Toledo, OH).
  - 4. Viracon (Owatonna, MN).
  - 5. Guardian Glass
- B. Fire Rated Glass: Technical Glass Products (Kirkland, WA).
- C. Substitutions: Under provisions of Section 016000.
- E. Acceptable Manufacturers/Fabricators (General Note): Obtain materials from only one manufacturer and one fabricator for each aforementioned category (A/B).

### 2.02 GLASS/GLAZING

- A. (Type G-1) Clear – Laminated Safety Glass Units – Impact Resistant
  - 1. Overall Unit Thickness: Minimum 7/16"
  - 2. Description: Minimum 3/16" Clear tempered, 0.060 Saflex PVB, Minimum 3/16" Clear tempered
  - 3. Provide units meeting the aforementioned Performance Values which comply with all Safety Glazing requirements of applicable Building Code.

### 2.03 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene 80 - 90 Shore A durometer hardness, length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 - 60 Shore A durometer hardness, minimum 3 inch long x one half the height of the glazing stop x thickness to suit application.

- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 - 15 Shore A durometer hardness; coiled on release paper; gray color.
- D. Glazing Gaskets: Resilient polyvinyl chloride extruded shape to suit glazing channel retaining slot; color as selected.
- E. Glazing Clips: Manufacturer's standard type.

#### 2.04 SOURCE QUALITY CONTROL AND TESTS

- A. Provide testing of glass under provisions of Section 014000.
- B. Provide shop inspection and testing for glass.
- C. Test samples in accordance with ANSI Z97.1.
- D. Provide identification on each pane of safety (tempered) glazing consisting of a clearly visible label specifying the labeler, the manufacturer or installer, and the safety glazing standard with which it complies. The label shall be acid etched, sand blasted, ceramic fired, or an embossed mark, or shall be of a type that once applied cannot be removed without being destroyed.

### **PART 3 EXECUTION**

#### 3.01 INSTALLERS

- A. As approved by Architect.

#### 3.02 EXAMINATION

- A. Verify prepared openings under provisions of Section 010390.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions, and ready to receive glazing.

#### 3.03 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.

#### 3.04 INTERIOR - DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.



- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

### 3.05 QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 014000.
- B. Inspection shall monitor quality of glazing and installation.

### 3.06 MANUFACTURER'S FIELD SERVICES

- A. Glass and glazing product manufacturers to provide field surveillance of the installation of their products under provisions of Section 014000.
- B. Monitor and report installation procedures, unacceptable conditions.

### 3.07 CLEANING

- A. Clean Work under provisions of Section 017000.
- B. Remove glazing materials from finish surfaces.
- C. Remove labels after Work is complete.
- D. Clean glass and mirrors.

### 3.08 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of Section 016000.
- B. After installation, mark pane with an "X" by using removable plastic tape or paste. Do not mark heat absorbing or reflective glass units.

### 3.09 SCHEDULE

- A. Reference Opening Schedule and Frame Elevations for glass types.

**END OF SECTION**



## SECTION 092116

### GYPSUM BOARD ASSEMBLIES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Interior steel framing members to receive gypsum board, including components for walls and partitions, and for suspended and furred gypsum board ceilings.
- B. Gypsum board materials.
- C. Taped and sanded joint treatment.

##### 1.02 RELATED SECTIONS

- A. Section 061000 - Rough Carpentry.
- B. Section 072100 - Building Insulation.
- C. Section 081113 - Hollow Metal Doors and Frames.
- D. Section 099123 – Interior Painting: Surface finish.

##### 1.03 REFERENCES

- A. ASTM C36 - Gypsum Wallboard.
- B. ASTM C79 - Gypsum Sheathing Board.
- C. ASTM C442 - Gypsum Backing Board and Core Board.
- D. ASTM C475 - Joint Treatment Materials for Gypsum Wallboard Construction.
- E. ASTM C514 - Nails for the Application of Gypsum Wallboard.
- F. ASTM C557 - Adhesive for Fastening Gypsum Wallboard to Wood Framing.
- G. ASTM C630 - Water Resistant Gypsum Backing Board.
- H. ASTM C645 - Non-Load (Axial) Bearing Steel Studs, Runners (Track), and Rigid Furring Channels for Screw Application of Gypsum Board.
- I. ASTM C665 - Mineral Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- J. ASTM C754 - Installation of Framing Members to Receive Screw Attached Gypsum Wallboard, Backing Board, or Water Resistant Backing Board.
- K. ASTM C840 - Application and Finishing of Gypsum Board.

- L. ASTM C931 - Exterior Gypsum Soffit Board.
- M. ASTM C1002 - Steel Drill Screws for the Application of Gypsum Board.
- N. ASTM E90 - Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions.
- O. ASTM E119 - Fire Tests of Building Construction and Materials.
- P. GA-201 - Gypsum Board for Walls and Ceilings.
- Q. GA-216 - Recommended Specifications for the Application and Finishing of Gypsum Board.
- R. GA-600 - Fire Resistance Design Manual.

#### 1.04 SUBMITTALS

- A. Submit under provisions of Section 013000.
- B. Shop Drawings: Indicate special details associated with fireproofing, acoustical seals.
- C. Product Data: Provide data on metal framing, gypsum board, joint tape, and trim accessories.
- D. Samples: Submit two samples of gypsum board, 12x12 inches in size illustrating finish color and texture.

#### 1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with ASTM C840, GA-201, GA-216 and GA-600.
- B. Maintain one copy of each document on site.

#### 1.06 QUALIFICATIONS

- A. Applicator: Company specializing in performing the Work of this Section with minimum 10 years documented experience.

#### 1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable codes and referenced standards for fire rated assemblies as follows:
  - 1. Fire Rated Partitions: Listed assembly by UL.
  - 2. Fire Rated Ceiling and Soffits: Listed assembly by UL.

### **PART 2 PRODUCTS**

#### 2.01 ACCEPTABLE MANUFACTURERS

- A. USG Corporation (Chicago, IL).
- B. Georgia Pacific Corporation (Atlanta, GA).

- C. National Gypsum Company (Charlotte, NC).
- D. Substitutions: Under provisions of Section 016000.

## 2.02 INTERIOR FRAMING MATERIALS

- A. Studs and Tracks: ASTM C645; GA-216 and GA-600; galvanized sheet steel, C shape, with knurled faces, of gauges listed below:
  - 1. Interior, non-load-bearing, full-height: 20 gauge, maximum permissible length.
  - 2. Interior, non-load-bearing, non-full-height: 22 gauge, 12' length typical.
- B. Furring, Framing and Accessories: ASTM C645, GA-216 and GA-600.
- C. Fasteners: ASTM C514, ASTM C1002, GA-216.
- D. Anchorage to Substrate: Tie wire, screws and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- E. Adhesive: ASTM C557, GA-216.

## 2.03 STEEL FRAMING COMPONENTS FOR SUSPENDED AND FURRED CEILINGS

- A. General: Provide components complying with ASTM C 754 for conditions indicated.
- B. Seismic Restraint Requirements: Provide all ceiling restraint systems required by governing Codes for the Seismic Design Category of the Project. Refer to Structural Drawings.
- C. Wire Ties: ASTM A 641, Class 1 zinc coating, soft temper, 16 gage, 0.062" diameter.
- D. Channels: Cold-rolled steel, 0.0598" minimum thickness of base (uncoated) metal and 7/16" wide flanges, and as follows:
  - E. Carrying Channels: 1-1/2" deep, 475 lb/1000 feet, unless otherwise indicated.
  - F. Furring Channels: 3/4" deep, 300 lb/1000 feet, unless otherwise indicated.
- G. Finish: Rust-inhibitive paint, unless otherwise indicated.
- H. Finish: ASTM A 653, G 60 hot-dip galvanized coating for framing for exterior soffits and where indicated.
- I. Steel Studs for Furring Channels: ASTM C 645, with flange edges of studs bent back 90 degrees and doubled over to form 3/16" wide minimum lip (return), and complying with the following requirements for minimum thickness of base (uncoated) metal and for depth:
  - 1. Thickness: 25 gage, 0.0179", unless otherwise indicated.
  - 2. Depth: 1-5/8", unless otherwise indicated.
  - 3. Protective Coating: ASTM A 653, G 40 hot-dip galvanized coating.

- J. Steel Rigid Furring Channels: ASTM C 645, G 40 zinc coating per ASTM A 525, hat-shaped, 25 gage [0.0179"], 7/8" deep, unless indicated otherwise.
  
- K. Grid Suspension System for Interior Ceilings: ASTM C 645, manufacturer's standard direct-hung, heavy duty grid suspension system composed of main tees and cross-furring members that interlock to form a modular supporting network, complete with channel wall molding, furring shoes, clips and other system framing accessories required for conditions indicated.
  - 1. Subject to compliance with requirements, provide one of the following products:
    - a. Drywall Furring System; Armstrong World Industries, Inc.
    - b. 630 Fire Front System; Chicago Metallic Corp.,
    - c. Donn Rigid X System; USG Interiors Inc.
  - 2. Provide U.L. Rated Systems where indicated.
  - 3. Conventional steel framing of suspended gypsum board ceilings is acceptable at Contractor's option or as required by ceiling profile or installation conditions. Provide studs, channels, and furring channels as specified herein and in sizes and spacing to support ceiling board.
  
- L. Hangers: Comply with requirements of ASTM C 754. Suspension shall be by wire, rods or flat hangers as detailed or as required by conditions.

#### 2.04 GYPSUM BOARD MATERIALS

- A. Standard Gypsum Board: ASTM C36; 5/8" inch thick, maximum permissible length; ends square cut, tapered edges.
  
- B. Moisture Resistant Gypsum Board:
  - 1. Untiled Areas: Sheetrock Brand Mold Tough Gypsum Panels as manufactured by USG Corporation or Architect approved equal prior to Bid, fire resistive type where required, 5/8 inch thick, maximum permissible length; ends square cut, tapered edges, full height of all walls where specified.
  - 2. Tiled Areas: DensArmor Plus Paperless Interior Panel as manufactured by Georgia Pacific Corporation or Architect approved equal prior to Bid, 5/8" thick, maximum permissible length; ends square cut, tapered edges.
  - 3. Install Fiberock Brand Aqua-Tough Gypsum Interior Panels as manufactured by USG Corporation (Chicago, IL), where both impact resistant gypsum board and moisture resistant gypsum board are specified at the same location.
  
- C. Impact Resistant Gypsum Board: National Gypsum Company (Charlotte, NC) Hi-Impact Brand XP Wallboard **or Architect approved equal prior to Bid**, 5/8" thick, maximum permissible length; ends square cut, tapered edges.
  
- D. Fire Rated Gypsum Board: ASTM C36; fire resistive type, UL rated; 5/8 inch thick, maximum permissible length; ends square cut, tapered edges.
  
- E. Exterior Sheathing: Georgia-Pacific Corporation Dens-Glass Gold Gypsum Sheathing or Architect approved equal prior to Bid. 1/2 inch thick for vertical applications, 5/8 inch thick for horizontal applications, maximum permissible length; ends square cut, tapered edges.

1. Glass-Fiber Sheathing Tape and Sealant for Exterior Sheathing: Self-adhering, glass fiber tape, minimum 2 inches wide, 10 by 10 or 10 by 20 threads per inch, of type recommended by sheathing and tape manufacturers for use with sealant system of type recommended by sheathing and tape manufacturers.
  - a. Tape Products:
    - (1) FibaTape as manufactured by Saint-Gobain Technical Fabrics, Inc. (Granville, NY).
    - (2) Quik-Tape as manufactured by Quik-Tape, Inc. (Buford, GA).
  - b. Sealant Products:
    - (1) Pecora AC20+Silicone Acrylic Latex Sealant as manufactured by Pecora Corporation (Harleysville, PA).
    - (2) Tremco Dymonic as manufactured by Tremco Incorporated (Ashland, OH).
  - c. Required Secondary Weather Barrier Performance:
    - (1) ASTM E 283-84, CFM Air Infiltration.
    - (2) ASTM E 331-86, Water Penetration.

## 2.05 ACCESSORIES

- A. Acoustical Sealant: USG Corporation SHEETROCK Brand Acoustical Sealant or approved equal.
- B. Laminating Adhesive for Multiple Layers: Special adhesive or joint compound specifically recommended for laminating multiple layers of gypsum wall board.
- C. Laminating Adhesive for Direct Application: Special adhesive or joint compound specifically recommended for adhering gypsum wall board to solid substrates.
- D. Corner Bead: DUR-A-BEAD as manufactured by USG Corporation or Architect approved equal. All corner bead shall be securely screwed in place.
- E. Edge Trim: SHEETROCK No. 200 Series as manufactured by USG Corporation or Architect approved equal.
- F. Joint Materials: Untiled Areas: Sheetrock Brand Joint Tape, Sheetrock Brand Setting-Type Joint Compound (Durabond) as manufactured by USG Corporation.
- G. Fasteners: ASTM C1002, Type S and W.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify site conditions under provisions of Section 010390.
- B. Verify that site conditions are ready to receive Work and opening dimensions are as indicated on Shop Drawings.

### 3.02 METAL STUD INSTALLATION

- A. Install studs in accordance with manufacturer's instructions.
- B. Metal Stud Spacing: 16 inches on center maximum.
- C. Refer to Drawings for locations where partitions stud framing extends through the ceiling to the structure above. Maintain clearance under structural building members to avoid deflection transfer to studs. Provide extended leg ceiling runners.
- D. Blocking: Screw wood blocking to studs. Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, hardware, etc.

### 3.03 WALL FURRING INSTALLATION

- A. Erect wall furring for direct attachment to concrete block or concrete.
- B. Erect furring channels vertically; space maximum 16 inches on center, not more than 4 inches from floor and ceiling lines. Secure in place on alternate channel flanges at maximum 24 inches on center.
- C. Install thermal and acoustical insulation in conjunction with Section 07210 in accordance with manufacturer's instructions.
- D. Erect free-standing metal stud framing tight to concrete and concrete masonry walls, attached by adjustable furring brackets in accordance with manufacturer's instructions.

### 3.04 SHAFT WALL INSTALLATION

- A. General: Install gypsum board shaft-wall assemblies to comply with requirements of fire-resistance-rated assemblies indicated, manufacturer's written installation instructions, and the following:
  - 1. ASTM C 754 for installing steel framing except comply with framing spacing indicated.
- B. Do not bridge architectural or building expansion joints with shaft-wall assemblies; frame both sides of expansion joints with furring and other support.
- C. Isolate perimeter of gypsum panels from building structure to prevent cracking of panels, while maintaining continuity of fire-rated construction.
- D. Firestop Tracks: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
- E. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect, while maintaining fire-resistance rating of gypsum board shaft-wall assemblies.
- F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### 3.05 ACOUSTICAL ACCESSORIES INSTALLATION



- A. Place acoustical insulation in partitions tight within spaces, around cut openings, behind and around electrical and mechanical items within or behind partitions, and tight to items passing through partitions.
- B. Install acoustical sealant within partitions in accordance with manufacturer's instructions.
- C. Install acoustical sealant at gypsum board perimeter at:
  - 1. Metal Framing: Two beads.
  - 2. Face Layer.
  - 3. Caulk all penetrations of partitions by conduit, pipe, duct work, rough-in boxes, etc.

### 3.06 GYPSUM BOARD INSTALLATION

- A. Install gypsum board in accordance with GA-201, GA-216 and GA-600 and manufacturer's instructions.
- B. Erect single layer gypsum board vertically, with ends and edges occurring over firm bearing.
- C. Erect single layer fire rated gypsum board vertically, with edges and ends occurring over firm bearing.
- D. Use screws when fastening gypsum board to metal furring or framing.
- E. Use screws when fastening gypsum board to wood furring or framing.
- F. Double Layer Applications: Use gypsum board for first layer, placed perpendicular to framing or furring members. Use fire rated gypsum backing board for fire rated partitions.
- G. Double Layer Applications: Secure second layer to first with fasteners.
- H. Place second layer perpendicular to first layer. Offset joints of second layer from joints of first layer.
- I. Treat cut edges and holes in moisture resistant gypsum board with sealant.
- J. Place control joints consistent with lines of building spaces as directed and in accordance with manufacturer's recommendations.
- K. Place corner beads at external corners. Use longest practical length. Place edge trim where gypsum board abuts dissimilar materials.
- L. Apply gypsum board to curved walls in accordance with GA-216.

### 3.07 JOINT TREATMENT

- A. Provide gypsum wallboard finish levels in accordance with ASTM-C840 and GA-214, minimally complying as follows:
  - 1. Unless otherwise indicated, provide Level 1 Finish on fully concealed surfaces, including:
    - a. First ply of two layer gypsum wallboard systems.
    - b. Surfaces above finished ceilings.
    - c. Surfaces inside plenums, chases or cavities.

2. Provide Level 2 Finish on backing boards to receive mortar-set tile.
  3. Unless otherwise indicated, provide Level 4 Finish on exposed surfaces to receive no further finish, or to receive lusterless coatings, including:
    - a. Flat paint.
    - b. Eggshell paint.
  
  4. Provide Level 5 Finish on exposed surfaces to receive lustrous coatings, including:
    - a. Semigloss or gloss paint.
    - b. High build glazed or epoxy coatings.
  
  5. In addition, provide Level 4 Finish on other surfaces so indicated or implied on Drawings.
- B. Securely attach continuous corner beads to external corners in accordance with manufacturer's directions.
- C. Where wallboard abuts dissimilar surfaces securely attach continuous trim beads in accordance with manufacturer's directions.
1. Where bead abuts exterior metal window frames or other metal components, separate from other material by use of foam tape.
  2. Install accessories.
- D. Apply joint treatment compound full height of partition in accordance with manufacturer's directions.
- E. Fill joints, screw heads and internal corners with compound.
- F. Have surfaces with gypsum wallboard finish Level 4 or 5 primed by painter.
- G. After painter has applied primer to wallboard surfaces, repair and refinish defective areas.
- H. If wallboard is damaged, or surfaces are roughened, repair, or remove and replace, to satisfaction of the Owner, at no additional cost to the Owner.
- 3.08 TOLERANCES
- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**END OF SECTION**

## **SECTION 099123**

### **INTERIOR PAINTING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Surface preparation and field application of paints and coatings.

##### **1.02 RELATED SECTIONS**

- A. Section 055000 - Metal Fabrications.
- B. Section 061000 - Rough Carpentry.
- C. Section 064100 - Architectural Woodwork.
- D. Section 081113 – Hollow Metal Doors and Frames.
- E. Section 092116 - Gypsum Board Systems.

##### **1.03 REFERENCES**

- A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. AWWA (American Water Works Association) - C204 - Chlorinated Rubber-Alkyd Paint Systems for the Exterior of Above Ground Steel Water Piping.
- D. AWWA (American Water Works Association) - D102 - Painting Steel Water Storage Tanks.
- E. NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.
- F. NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- G. PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- H. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

##### **1.04 DEFINITIONS**

- A. Conform to ASTM D16 for interpretation of terms used in this Section.

##### **1.05 SUBMITTALS**

- A. Submit under provisions of Section 013000.
- B. Product Data: Provide data on all finishing products.

- C. Samples: Submit two samples, 2x2 inches in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two samples, 12x12 inches in size illustrating selected colors and textures for each color selected.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures, substrate conditions requiring special attention, etc.

#### 1.06 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this Section with minimum ten years documented experience.
- B. Applicator: Company specializing in performing the Work of this Section with minimum 5 years documented experience approved by manufacturer.

#### 1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable codes and referenced standards for flame and smoke rating requirements for finishes. Follow local VOC regulations for paints and coatings.

#### 1.08 FIELD SAMPLES

- A. Provide field sample of paint under provisions of Section 014000.
- B. Provide field sample panel, 4 feet long by 4 feet wide, illustrating coating colors, textures, and finishes.
- C. Locate where directed.
- D. Accepted sample may remain as part of the Work.

#### 1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 016000.
- B. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- C. Container label to include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### 1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## **PART 2 PRODUCTS**

### 2.01 MANUFACTURERS

- A. Acceptable manufacturers of other Paints, Transparent Finishes, Stains, Primer Sealers, Block Fillers, and Field Catalyzed Coatings required but not specifically identified in Construction Drawings:
  - 1. Sherwin – Williams.
  - 2. Benjamin Moore.
  - 3. Glidden.

### 2.02 MATERIALS

- A. Reference Interior Design Construction Drawings for paint manufacturer and color selections.
- B. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating; good flow and brushing properties; capable of drying or curing free of streaks or sags.
- C. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.
- D. Patching Materials: Latex filler.
- E. Fastener Head Cover Materials: Latex filler.

## **PART 3 EXECUTION**

### 3.01 EXAMINATION

- A. Verify site conditions under provisions of Section 01039.
- B. Verify that surfaces and substrate conditions are ready to receive Work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of Work. Report any condition that may potentially affect proper application.
- D. Test shop applied primer for compatibility with subsequent cover materials.

- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Plaster and Gypsum Wallboard: 12 percent.
  - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 3. Interior Wood: 15 percent, measured in accordance with ASTM D2016.
  - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D2016.
  - 5. Concrete Floors: 8 percent.

### 3.02 PREPARATION

- A. Remove or mask electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or finishing.
- B. Correct defects and clean surfaces which affect Work of this Section. Remove existing coatings that exhibit loose surface defects.
- C. Seal with shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Aluminum Surfaces Scheduled for Paint Finish: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- F. Asphalt, Creosote, or Bituminous Surfaces Scheduled for Paint Finish: Remove foreign particles to permit adhesion of finishing materials. Apply latex based compatible sealer or primer.
- G. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
- H. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
- I. Copper Surfaces Scheduled for a Paint Finish: Remove contamination by steam, high pressure water, or solvent washing. Apply vinyl etch primer immediately following cleaning.
- J. Copper Surfaces Scheduled for a Natural Oxidized Finish: Remove contamination by applying oxidizing solution of copper acetate and ammonium chloride in acetic acid. Rub on repeatedly for required effect. Once attained, rinse surfaces with clear water and allow to dry.
- K. Gypsum Board Surfaces: Fill minor defects with filler compound. Spot prime defects after repair.
- L. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- M. Concrete and Unit Masonry Surfaces Scheduled to Receive Paint Finish: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

- N. Plaster Surfaces: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- O. Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- P. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.
- Q. Interior Wood Items Scheduled to Receive Paint Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.
- R. Interior Wood Items Scheduled to Receive Transparent Finish: Wipe off dust and grit prior to sealing, seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after sealer has dried; sand lightly between coats.
- S. Exterior Wood Scheduled to Receive Paint Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.
- T. Exterior Wood Scheduled to Receive Transparent Finish: Remove dust, grit, and foreign matter; seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes with tinted exterior caulking compound after sealer has been applied.
- U. Wood and Metal Doors Scheduled for Painting: Seal top and bottom edges with primer.

### 3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand wood and metal lightly between coats to achieve required finish.
- F. Vacuum clean surfaces free of loose particles. Use tack cloth just prior to applying next coat.
- G. Allow applied coat to dry before next coat is applied.

- H. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- I. Prime concealed surfaces of interior and exterior woodwork with primer paint.
- J. Prime concealed surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.

#### 3.04 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Refer to Mechanical and Electrical specifications for schedule of color coding and identification banding of equipment, duct work, piping, and conduit.
- B. Paint shop primed equipment. Paint shop prefinished items occurring at interior areas.
- C. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- D. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, etc., except where items are prefinished.
- E. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to visible surfaces. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- F. Paint exposed conduit and electrical equipment occurring in finished areas.
- G. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- H. Color code equipment, piping, conduit, and exposed duct work in accordance with requirements indicated. Color band and identify with flow arrows, names, and numbering.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.05 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Test questionable coated areas in accordance with manufacturer's recommendations.

#### 3.06 CLEANING

- A. Clean Work under provisions of Section 01700.
- B. Collect waste material which may constitute a fire hazard, place in closed metal containers and remove daily from site.



### 3.07 SCHEDULE

#### A. Steel - Unprimed:

1. One coat of alkyd primer.
  - a. S-W Pro Industrial Pro-Cryl® Primer, B66-310 Series (2-4 mils dry).
2. Two coats of latex enamel, semi-gloss.
  - a. S-W Metalatex® Semi-Gloss Coating B42 Series (1.5 - 4.0 mils dry per coat), or Pro-Industrial 0 VOC Acrylic B66W651 Series.

#### B. Steel - Primed:

1. Touch-up with zinc rich primer.
2. Two coats of alkyd enamel, semi-gloss, or ProCryl B34W251 ProMar 200 Alkyd SG.

#### C. Steel - Galvanized:

1. One coat galvanized primer.
  - a. S-W Pro Industrial Pro-Cryl® Primer, B66-310 Series (2-4 mils dry).
2. Two coats of latex enamel, semi-gloss.
  - a. S-W Metalatex® Semi-Gloss Coating B42 Series (1.5 - 4.0 mils dry per coat), or 0 VOC Acrylic (Pro-Industrial) B66W651.

#### D. Aluminum - Mill Finish:

1. One coat etching primer.
  - a. S-W DTM Wash Primer, B71Y1 (0.7 - 1.3 mils dry)(spray application recommended).
2. Two coats of alkyd enamel, gloss.
  - a. S-W Metalatex® Semi-Gloss Coating B42 Series (1.5 - 4.0 mils dry per coat), or 0 VOC Acrylic (Pro-Industrial) B66W651.

#### E. Interior Concrete, Concrete Block/Masonry:

1. One coat of block primer sealer latex.
  - a. S-W Loxon Masonry Primer® A24W8300 (7 mils wet, 3 mils dry).
2. Two coats of latex, semi-gloss enamel.
  - a. S-W ProMar®/0 VOC 200 Latex Semi-Gloss, B3W2651 Series (4 mils wet, 1.3 mils dry per coat).

F. Wood - Painted:

1. One coat of alkyd primer sealer.
  - a. S-W Multi-Purpose Oil Base Primer B49W8820 (4 mils wet, 1.6 mils dry).
2. Two coats of latex enamel, semi-gloss.
  - a. S-W ProClassic® Waterborne Acrylic Semi-Gloss Enamel, B31 Series (4 mils wet, 1.3 mils dry per coat).

G. Wood - Transparent:

1. Filler coat (for open grained wood only).
2. Two coats of stain.
  - a. S-W Minwax 250 VOC Oil Stain.
3. One coat sealer.
4. Two coats of varnish, satin.
  - a. S-W Wood Classics® Waterborne Polyurethane Varnish, Gloss or Satin (4 mils wet, 1.0 mil dry per coat).

H. Gypsum Board in Other Areas:

1. One coat of latex primer sealer.
  - a. S-W PrepRite®/0 VOC 200 Latex Primer, B28W2600 (4 mils wet, 1.2 mils dry).
2. Two coats of latex eggshell.
  - a. S-W ProMar®/0 VOC 200 Latex Egg-Shell, B20W2651 Series (4 mils wet, 1.6 mils dry per coat).

I. Gypsum Board in Wet Areas (Toilets Rooms/Janitorial Closets):

1. One coat of latex primer sealer.
  - a. 0 VOC 200 Latex Primer, B28W200 (4 mils wet, 1.2 mils dry).
2. Two coats of low gloss water epoxy.
  - a. S-W Water Based Catalyzed Epoxy semi-gloss, B70/B60V25 Series (2.5-3 mils dry per coat), or Precatalyzed Water Based Epoxy K46W151.

J. Gypsum Board (Exterior):

1. One coat of exterior latex primer.
  - a. S-W A-100 Exterior Latex Primer, B42W41 (4 mils wet, 1.4 mils dry).
2. Two coats of exterior latex eggshell.
  - a. S-W A-100 Exterior Latex Satin, A82 Series (4 mils wet, 1.4 mils dry per coat).

**END OF SECTION**

# 01000S01- Special Conditions - General Contractor

UNIVERSITY OF KENTUCKY  
SPECIAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION BY A GENERAL CONTRACTOR  
TABLE OF CONTENTS

<b>ARTICLE 02 FIELD CONDITIONS</b>	<b>3</b>
<b>ARTICLE 03 (NOT USED)</b>	<b>3</b>
<b>ARTICLE 04 CONSULTANT</b>	<b>3</b>
<b>ARTICLE 05 GEOTECHNICAL REPORT (NOT USED)</b>	<b>3</b>
<b>ARTICLE 06 TIME FOR COMPLETION</b>	<b>3</b>
<b>ARTICLE 07 LIQUIDATED DAMAGES</b>	<b>3</b>
<b>ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS</b>	<b>4</b>
<b>ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS</b>	<b>8</b>
<b>ARTICLE 10 PROGRESS MEETINGS</b>	<b>8</b>
<b>ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART</b>	<b>9</b>
<b>ARTICLE 12 WALK-THROUGH</b>	<b>13</b>
<b>ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE (NOT USED)</b>	<b>14</b>
<b>ARTICLE 14 FIELD OFFICE</b>	<b>14</b>
<b>ARTICLE 15 TELEPHONE SERVICE</b>	<b>14</b>
<b>ARTICLE 16 CONSTRUCTION FENCE</b>	<b>14</b>
<b>ARTICLE 17 PROJECT SIGN</b>	<b>15</b>
<b>ARTICLE 18 PARKING</b>	<b>15</b>
<b>ARTICLE 19 SANITARY FACILITIES</b>	<b>15</b>
<b>ARTICLE 20 RULES OF MEASUREMENT</b>	<b>16</b>
<b>ARTICLE 21 ALLOWANCES</b>	<b>16</b>
<b>ARTICLE 22 SEQUENCE OF CONSTRUCTION</b>	<b>16</b>
<b>ARTICLE 23 CRANE &amp; MATERIAL HOIST OPERATIONS</b>	<b>17</b>
<b>ARTICLE 24 UTILITIES</b>	<b>17</b>
<b>ARTICLE 25 CLEANING AND TRASH REMOVAL</b>	<b>18</b>
<b>ARTICLE 26 BLASTING (NOT USED)</b>	<b>18</b>
<b>ARTICLE 27 CUTTING AND PATCHING - NEW AND EXISTING WORK</b>	<b>18</b>
<b>ARTICLE 28 UNRELATED PROJECTS</b>	<b>19</b>
<b>ARTICLE 29 OWNER SUPPLIED MATERIALS (NOT USED)</b>	<b>19</b>
<b>ARTICLE 30 REMOVED ITEMS (NOT USED)</b>	<b>19</b>
<b>ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION</b>	<b>19</b>
<b>ARTICLE 32 UKIT COMMUNICATIONS AND NETWORK SYSTEMS (NOT USED)</b>	<b>20</b>
<b>ARTICLE 33 EMERGENCY VEHICLE ACCESS</b>	<b>20</b>
<b>ARTICLE 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES</b>	<b>20</b>
<b>ARTICLE 35 SURVEYS, RECORDS, AND REPORTS (NOT USED)</b>	<b>20</b>
<b>ARTICLE 36 TOBACCO PRODUCTS PROHIBITED</b>	<b>20</b>
<b>ARTICLE 37 ALTERNATES (NOT USED)</b>	<b>21</b>
<b>ARTICLE 38 FIELD CONSTRUCTED MOCK UPS (NOT USED)</b>	<b>21</b>
<b>ARTICLE 39 PROJECT COORDINATION VIA COMPUTER</b>	<b>21</b>
<b>ARTICLE 40 HOT WORK PERMITS</b>	<b>21</b>
<b>ARTICLE 41 INSURANCE</b>	<b>22</b>
<b>ARTICLE 42 KEY ACCESS</b>	<b>22</b>
<b>ARTICLE 43 CEILING CLEARANCE (NOT USED)</b>	<b>22</b>
<b>ARTICLE 44 METAL ANCHORS</b>	<b>22</b>
<b>ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE</b>	<b>23</b>
<b>ARTICLE 46 LOADING DOCK CONTRACTOR WILL ADHERE TO ALL PROVISIONS OUTLINED IN 01000S03 ARTICLE 46 OF THE MEDICAL CENTER PROJECT MANUAL FOR GENERAL CONTRACTOR.</b>	<b>23</b>
<b>ARTICLE 47 CONSTRUCTION PATH</b>	<b>23</b>
<b>ARTICLE 48 HOSPITAL PROJECT PROCEDURE</b>	<b>23</b>

# **01000S01- Special Conditions - General Contractor**

<b>ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL</b>	<b>23</b>
<b>ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY</b>	<b>23</b>
<b>ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION</b>	<b>23</b>
<b>ARTICLE 52 APPEARANCE</b>	<b>23</b>
<b>ARTICLE 53 HIPAA (THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT)</b>	<b>24</b>
<b>ARTICLE 54 SAFETY &amp; FIRE PROCEDURES</b>	<b>24</b>
<b>ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)</b>	<b>24</b>
<b>ARTICLE 56 TREE PROTECTION STANDARDS</b>	<b>24</b>
<b>ARTICLE 57 COVID-19 POLICY</b>	<b>24</b>

# 010000S01- Special Conditions - General Contractor

## 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.

## 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 (NOT USED)

## ARTICLE 04 CONSULTANT

4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean Stengel Hill Architecture or their duly authorized representatives. (See Article 2 of the General Conditions.)

## ARTICLE 05 GEOTECHNICAL REPORT (NOT USED)

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

## ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be two hundred ten (210) consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be thirty (30) consecutive calendar days thereafter.

## 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 **five hundred dollars (\$500)** 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 **one hundred fifty dollars (\$150)** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

# 010000S01- Special Conditions - General Contractor

## 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, samples, and test and/or certification reports as a separate item in UK E-Communication®. Projects not utilizing UK E-Communication® must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.

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 sub-contractors, 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 a minimum of 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 "NET = No Exceptions Taken" : Proceed with the Work, no corrections needed.

8.2.3.2 "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. On projects utilizing UK E-Communication, "Send Back a Step" is used in lieu of "Revise and Resubmit"

8.2.3.4 "R = Rejected": Do not proceed with the Work, the submittal is rejected.

# 010000S01- Special Conditions - General Contractor

## 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 begin uploading submittals using UK E-Communication<sup>®</sup>, to generate 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. Projects not utilizing UK E-Communication<sup>®</sup> will submit a Shop Drawing Log provided by the Owner during the Pre-Construction Meeting.

8.4.2 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 or UK E-Communication<sup>®</sup>, 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.



## 010000S01- Special Conditions - General Contractor

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. Shop Drawings submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in UK E-Communication® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

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

### 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 (1) to be retained by the University;
- b) One (1) 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 one (1) 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. Projects utilizing e-Communication will create digital copy from the Document Library (Closeouts) in e-Communication. The Closeout Log must contain individual line items for each physical copy submitted with corresponding PDF attachments. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the General Contractor fails to provide these required electronic submittals prior to reaching seventy-five (75%) completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

## 010000S01- Special Conditions - General Contractor

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. Closeout Documents submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. 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 UK E-Communication®;

8.7.2.4 Copies of each system's air balancing record and each system's hydronic balancing record (1) physical copy and (1) digital copy in eCommunication ;

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
	Keying Bit 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 single 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.

## 010000S01- Special Conditions - General Contractor

8.7.2.13 Photograph album containing photos and negatives or digital images (.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 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. As-Built submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed

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 (.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 will receive two sets of plans and specifications. General Contractor 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.

9.2 The University will provide two sets of the ‘Official Contract Documents’ book to the successful General Contractor. One (1) 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, General Contractor’s review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI’s, outstanding proposed change orders, change orders, 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.

## 010000S01- Special Conditions - General Contractor

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 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.

### ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART

11.1 The General Contractor shall prepare 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. Schedules 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 chilled water, steam, electrical, communications, and/or fire service. Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for such Work must be maintained and completed in the shortest reasonable time. The 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.

11.1.1 For projects requiring a bar chart schedule instead of a Critical Path Method (CPM) schedule, the following Articles of the General Conditions are amended as follows:

11.1.2 Article 21.4.2 of the General Conditions to the Contract is amended to read as follows:

21.4.2 Requests for an extension of time due to unusually bad weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific weather sensitive activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event and b) that the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the contractually required completion dates for the Project that were shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting the Project contractually required completion dates will be considered in evaluating the merit of a delay request and in adjusting the schedule. Time extensions will not be considered for concurrent delays not caused by the Owner. Requests for an extension of time which are not supported by this information shall not be considered for approval by the Owner.

11.1.3 Article 21.4.3 of the General Conditions to the Contract is amended to read as follows:

21.4.3 In anticipation of the possibility of delay due to unusual bad weather, the General Contractor shall identify those activities in the schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by bad weather.

## 01000S01- Special Conditions - General Contractor

11.1.4 Article 21.7 of the General Conditions to the Contract is amended to read as follows:

21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the General Contractor can provide justification supported by the Project schedule or other acceptable data that such changes extend the contractually required date of Substantial Completion, and that the General Contractor has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

11.1.5 Article 21.8 of the General Conditions to the Contract is amended to read as follows:

21.8 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the General Contractor shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include the sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic. This impact analysis shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the contractually required completion dates. The General Contractor will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the General Contractor and/or the General Contractor's contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

11.1.6 Article 32.1 of the General Conditions to the Contract is amended to read as follows:

32.1 The General Contractor shall prepare and submit to the Owner and the Consultant a bar-chart type construction schedule for the Work. The schedules shall include all activities necessary for performance of the work showing the duration and the planned start and finish dates for each activity. The schedules shall include, but not be limited to, submittal processing, fabrication and delivery of materials, construction, testing, clean-up, work and/or materials to be provided by the Owner, dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations, and significant milestones related to the completion of the Project.

11.2 The schedule shall be submitted to the Consultant and to the Owner for review within thirty (30) calendar days after the date established for the start of Work on the Project as stated in the official Work Order and Notice to Proceed. 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 the date of submittal, the projected completion of each activity, any activities modified since previous submittal, any major changes in scope, and all 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.

## 010000S01- Special Conditions - General Contractor

11.4 Initial schedules shall be submitted within thirty (30) calendar days after the date established in Notice to Proceed. After review, required revisions to the schedule shall be completed and incorporated in the schedule within ten (10) calendar days. Up-dated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one (1) opaque reproduction and one (1) 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 and, as appropriate, to 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.

11.1 General Contractor shall prepare Critical Path Method (CPM) type schedules in accordance with General Conditions Article 32 with separate divisions for each major portion of the Work or operation. The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted using earlier versions of Primavera scheduling software (Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions. All schedule submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format.

11.1.1 CPM schedules shall be based on generally accepted good practices for the development of construction schedules including limited use of long activity durations, long total float values or relationships based on leads or lags. Schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity. The schedules shall provide information for all elements of the Work in sufficient detail to accurately demonstrate the relative importance of each activity to the successful completion of the Project including but not necessarily limited to the following.

- a) Activities to be performed by the University or the Design Team.
- b) Activities describing time sensitive submittals and submittal processing.
- c) Activities describing fabrication and delivery of key materials or equipment.
- d) Activities to identify equipment start-up and testing, system commissioning, and Owner training.
- e) Activities to identify Owner Furnished /Contractor Installed and Owner Furnished / Owner Installed material or equipment.
- f) Activities to denote all required inspections by the Owner or Design Team, and inspections by state or local agencies including receipt of necessary Certificate(s) of Occupancy.
- g) Activities to identify all dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.
- h) Activities to identify all contractually mandated constraints. Non-contractual constraints shall not be included in the Initial or Final Baseline schedules without explanation. Non-contractual constraints are for the convenience of the General Contractor, shall not be a basis for delay claims, and may be temporarily removed by the University when schedules and updates are reviewed.
- i) Software coding of each activity to identify the applicable Phase; area and/or sub area where the work occurs; the trade subcontractor or party responsible for completion of the activity; whether the activity is a design activity, a bidding or procurement activity, a submittal activity, or a construction activity; and whether the activity is potentially weather dependent.

## 010000S01- Special Conditions - General Contractor

- j) The University may, at its sole discretion, also require that each activity be coded to indicate the section of the Technical Specifications that applies to the work.

11.1.2 Schedules shall include divisions for Work to be accomplished remote from the central construction site, (for example, modular or prefabricated units to be constructed off-site, or utilities to the site from outside the construction site such as chilled 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 utility construction must be maintained and completed in the shortest reasonable time.

11.2 An Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after award of the first bid Package or trade contract, and shall include detailed information regarding Work to be performed during the first ninety (90) days of the Project as well as milestone dates based on hammock or Level of Effort type activities that identify all major elements of the remainder of the Work. Any necessary revisions to the Initial Baseline Schedule shall be completed prior to submittal of the Final Baseline Schedule.

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 award of the first bid Package or trade contract, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall be a complete and comprehensive description of the General Contractor's plan to complete the Work in accordance with the Contract, 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 bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

11.3.1 If the Project is to be constructed in multiple phases or using multiple Bid Packages, the date for the start of work on 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 or Bid Package.

11.3.2 A separate schedule including decision dates for selection of finishes and delivery dates for Owner furnished items, if any, shall be provided showing submittal dates for Shop Drawings, product data, and material samples, as appropriate.

11.3.3 A separate schedule shall be provided identifying dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations.

11.3.4 Activities, including Outages, which require action by or which 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 schedules only for compliance with the intent of the Contract Documents. Such review shall not relieve the General Contractor of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the Contract requirements. The General Contractor shall be solely responsible for the means and methods to be employed to assure constructions proceeds in accordance with the submitted schedule and for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships to assure that the CPM schedule is an accurate and comprehensive description of the plan for the Work.

## **010000S01- Special Conditions - General Contractor**

11.5 Updated progress schedules shall be submitted to the Consultant and to the Owner concurrently with each Application for Payment to indicate progress on each remaining activity as of the last working day prior to the date of the submittal and the projected completion date of each activity. Updated CPM schedules shall show the accumulated percentage of completion of each activity, and total percentage of Work completed, as of the data date of the update. Each submittal of an update to the schedule 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 shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication's Schedules Item Log.

11.6 Submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format along with a transmittal letter and related narrative report.

11.7 Copies of updated CPM 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, any problems anticipated in meeting the projected dates shown in the schedules.

11.8 The processing of all progress payments is contingent upon the submission of an updated CPM schedule. Only payment for bonds and limited General Contractor mobilization costs will be approved for processing prior to receipt of the Initial and Final Baseline schedules

11.9 The processing of all change orders requesting a time extension to the contract is subject to the terms of Article 21 of the General Conditions to this Contract and is contingent upon the submission of a CPM schedule showing that the change order does indeed impact the contractually required completion dates for the Work. Time extensions for Change Orders that do not impact the contractually required completion dates for 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 General Contractor. No time extensions will be granted for a delay unless the delay impacts the Project critical path as shown in the updated Project schedule most recently submitted to the Owner prior to the event, consumes all available float or contingency time, and extends the Work beyond the then current Contract completion date(s).

### **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 digital media storage) All parties attending the walk-through agree on the list of damages.



# **01000S01- Special Conditions - General Contractor**

## **ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE (NOT USED)**

### **ARTICLE 14 FIELD OFFICE**

14.1 General Contractor is not required to provide a field office for use by the Owner or Consultant.

### **ARTICLE 15 TELEPHONE SERVICE**

15.1 General Contractor shall arrange through UKIT Communications and Network Systems 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 UKIT Communications and Network Systems phone service may be utilized at General Contractor's option.)

### **ARTICLE 16 CONSTRUCTION FENCE**

16.1 Construction fencing will be designed and erected around job sites where there is a possibility of injury to employees, students or the public. Special precautions must be taken to protect the visually impaired, disabled, children and others using the University facilities. During active excavation/trenching operations, fencing shall be erected to prevent unauthorized entry into the site. All fencing shall comply with the current requirements of the International 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, plot line, or public right-of-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. General Contractor shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5 foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

16.1.2 All job site perimeter fencing more than 5 feet from a walkway, street, plot line, or public right-of-way shall be a minimum of 6 feet in height unless International Building Code requirements are more restrictive due to the height of the structure and setback.

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 core. All locks to be "daisy-chained" to provide access to the Owner.

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. The fence is to be erected on fence posts securely anchored in the ground. Provide a top bar or, with prior approval of the owner, a wire shall be run through the top of the fence and attached to the end posts. A tension control device shall be installed as necessary. Use of sandbags, concrete weights, stakes, etc. to hold fence posts in place are not allowed. Penetrations in pavement or landscape walking surfaces may not be made without the approval of the owner. Any damage caused by the fence installation shall be repaired in a manner satisfactory to the owner. When fencing is to remain in place for six (6) months or more a green fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one (1) section of fencing where blind corners occur or at pedestrian/vehicle intersections.

## **01000S01- Special Conditions - General Contractor**

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 fencing is not acceptable as a perimeter protection fence.

### **ARTICLE 17 PROJECT SIGN**

17.1 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**

18.1 The University of Kentucky will make available for purchase by the General Contractor two (2) 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 General 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**

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.

# 01000S01- Special Conditions - General Contractor

## 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.

The General Contractor shall include an allowance of seventy thousand dollars (\$70,000) to repair any unforeseen conditions that may arise as the windows are removed and replaced, as part of the "Lump Sum Proposal"/Base Bid.

## ARTICLE 22 SEQUENCE OF CONSTRUCTION

22.1 The Project is located within an active and occupied Behavioral Health Unit. The General Contractor will have access to no more than two rooms at a time. Each General Contractor to submit a proposed logistics plan and schedule for the work as part of the initial proposal. To meet ligature risk reduction as cited by Joint Commission, project substantial completion date shall be Monday, 3rd April 2023 and final completion date for the project shall be Monday 1st May 2023.

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, prior arrangements must be made with the Owner's Project Manager.

22.4 The General Contractor shall cooperate with the Owner to minimize 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.

# 010000S01- Special Conditions - General Contractor

## 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 the pathway of crane lift. General Contractor's flag men shall coordinate these activities with the appropriate security personnel.

23.2 Cranes and material hoists 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

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.

### 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.

# **010000S01- Special Conditions - General Contractor**

## **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 All utility markings are to be made with water based marking paint with low Volatile Organic Compounds (VOC's) and high solids.

25.5 Upon Completion of the project, buried utility paint markings sprayed on walks and hardscapes are to be removed by non-destructive means such as pressure washing. Do not use chemicals. If a washed area is noticeable, the entire surface must be washed and or blended to match surrounding areas.

25.6 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.

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

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

25.9 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.

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

## **ARTICLE 26 BLASTING (NOT USED)**

## **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.

# 010000S01- Special Conditions - General Contractor

## 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 (NOT USED)

## ARTICLE 30 REMOVED ITEMS (NOT USED)

## 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 and 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, floor to structure, 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 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.

## **010000S01- Special Conditions - General Contractor**

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

### **ARTICLE 32 UKIT COMMUNICATIONS AND NETWORK SYSTEMS (NOT USED)**

### **ARTICLE 33 EMERGENCY VEHICLE ACCESS**

33.1 Emergency Vehicle Access must be maintained during construction. The 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 costs charged by the responding fire department due to a false alarm shall be paid by the General 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 the function of 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 (NOT USED)**

### **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>.

36.2 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.

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

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

# **010000S01- Special Conditions - General Contractor**

## **ARTICLE 37 ALTERNATES (NOT USED)**

## **ARTICLE 38 FIELD CONSTRUCTED MOCK UPS (NOT USED)**

## **ARTICLE 39 PROJECT COORDINATION VIA COMPUTER**

39.1 The General Contractor and subcontractors are 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, Subcontractors, 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 (UK E-Communication® 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 and subcontractors with 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. Participation of Subcontractors is not mandatory but will be offered at their discretion.

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 Project Files, AE Amendments, Architect's Supplemental Information (ASI's), Closeouts, Consultant Invoices, Contracts, Defective Work in Place, Meeting Minutes, Payment Applications, Proposed Change Orders – Change Orders (PCO to CO's), Punch Lists, Reports (Contractor Daily Reports, Field Reports, Commissioning Reports), RFIs, SAP Equipment List, Schedules, and Submittals. The Document Library (Bid set Plans, Specifications and Addenda will be uploaded by Lynn Imaging.

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.



# 010000S01- Special Conditions - General Contractor

## ARTICLE 41 INSURANCE

41.1 Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers' Liability insurance with at least \$500,000/\$500,000/\$500,000 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 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$20,000,000 will be required.

41.2.1.1 The limits of liability shall not be less than \$2,000,000 each occurrence combined single limits for bodily injury and property damage.

41.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than \$1,000,000 for combined single limits for bodily injury and property damage for each occurrence.

41.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

41.2.4 Workers' Compensation - Statutory Requirements (Kentucky)

## 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 General Contractor by the University's Project Manager. The General Contractor 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.

## ARTICLE 43 CEILING CLEARANCE (NOT USED)

## ARTICLE 44 METAL ANCHORS

44.1 All anchoring devices utilized to secure materials to the building shall be metal. Plastic or plastic expansion components shall not be used. This shall include all fasteners for mechanical/electrical hangers.

# **01000S01- Special Conditions - General Contractor**

## **ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE**

45.1 The General Contractor and Subcontractors are required to have previous experience working on an active behavioral health unit in the past 5 years. Qualifications for each proposed team member with relevant active behavioral health construction experience to be submitted as part of the proposal. Each General Contractor must be prepared to submit references if requested. The General Contractor must illustrate experience and understanding of the additional safety risks associated with working in this environment.

Working in a psychiatric hospital brings many challenges. Contractors must be cognizant of safety (both patient safety and personal safety) at all times. When working in patient areas, Contractors must be aware of any items they have with them and make sure these are not left for patients to access. For example, always keep tools, cables, chemicals, pens, sharp objects on your person or locked at all times. In this environment, things which may not seem like a hazard on other job sites could be potentially dangerous. Even paperclips and staples can be used by patients to harm themselves. Make sure doors lock when entering/exiting patient areas. Be aware of things around you when performing work. Always be courteous and respectful to our patients, but be aware certain behaviors that may lead to situations. Always find a staff member such as a charge nurse if you have any questions. Each General Contractor to submit a logistics and safety plan as part of the proposal. In addition, General Contractor to submit company procedures related to working in an active behavioral health environment.

## **ARTICLE 46 LOADING DOCK**

Contractor will adhere to all provisions outlined in 01000S03 Article 46 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 47 CONSTRUCTION PATH**

Contractor will adhere to all provisions outlined in 01000S03 Article 47 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 48 HOSPITAL PROJECT PROCEDURE**

Contractor will adhere to all provisions outlined in 01000S03 Article 48 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL**

Contractor will adhere to all provisions outlined in 01000S03 Article 49 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY**

Contractor will adhere to all provisions outlined in 01000S03 Article 50 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION**

Contractor will adhere to all provisions outlined in 01000S03 Article 51 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 52 APPEARANCE**

Contractor will adhere to all provisions outlined in 01000S03 Article 52 of the Medical Center Project Manual for General Contractor.

# **010000S01- Special Conditions - General Contractor**

## **ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act)**

Contractor will adhere to all provisions outlined in 010000S03 Article 53 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 54 SAFETY & FIRE PROCEDURES**

Contractor will adhere to all provisions outlined in 010000S03 Article 54 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)**

Contractor will adhere to all provisions outlined in 010000S03 Article 55 of the Medical Center Project Manual for General Contractor.

## **ARTICLE 56 TREE PROTECTION STANDARDS**

Contractor will adhere to all provisions outlined in 010000S02 Tree Protection Standards.

## **ARTICLE 57 COVID-19 POLICY**

Any and all companies/organizations working on the University of Kentucky's campus shall have in place for the period of the contract a COVID-19 policy that is consistent with the University of Kentucky's current COVID-19 policy.

**TABLE OF CONTENTS**  
**GENERAL CONDITIONS OF THE CONTRACT**  
**FOR CONSTRUCTION BY A GENERAL CONTRACTOR**  
**University of Kentucky**  
**Capital Construction Division**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
1	DEFINITIONS	3
2	CONSULTANT	5
3	CORRELATION AND INTENT OF CONTRACT DOCUMENTS	6
4	PRE-CONSTRUCTION CONFERENCE	7
5	SHOP DRAWINGS	8
6	LAYING OUT WORK	9
7	PLANS, SPECIFICATIONS AND RECORD DRAWINGS	9
8	TEMPORARY UTILITIES	10
9	MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES	10
10	ROYALTIES AND PATENTS	11
11	SURVEYS, PERMITS, REGULATIONS AND STANDARD CODES	12
12	PROTECTION OF WORK, PROPERTY, AND PUBLIC	14
13	BLASTING	14
14	CONSTRUCTION AND SAFETY DEVICES	15
15	HAZARDOUS MATERIALS	16
16	INSPECTION OF WORK	17
17	SUPERINTENDENT - SUPERVISION	18
18	CHANGES IN THE WORK	19
19	RULES AND MEASUREMENTS FOR EXCAVATION	21
20	CONCEALED CONDITIONS	21
21	DELAYS AND EXTENSION OF TIME	21
22	CORRECTION OF WORK BEFORE FINAL PAYMENT	26
23	CORRECTION OF WORK AFTER FINAL PAYMENT	26
24	TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER	27
25	OWNERS RIGHT TO STOP WORK	27
26	TERMINATION OF CONTRACT FOR DEFAULT ACTION OF GENERAL CONTRACTOR	27
27	SUSPENSION OF WORK	29
28	TIME OF COMPLETION	29

**TABLE OF CONTENTS (continued)**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
29	LIQUIDATED DAMAGES	31
30	PAYMENT TO THE GENERAL CONTRACTOR	31
31	AUDITS	34
32	PROGRESS & SCHEDULING	35
33	USE OF COMPLETED PORTIONS	36
34	INDEMNIFICATION	36
35	INSURANCE	37
36	PERFORMANCE AND PAYMENT BONDS	38
37	DAMAGED FACILITIES	38
38	DISPUTE RESOLUTION	39
39	CLAIMS FOR DAMAGE	40
40	LIENS	40
41	ASSIGNMENT	41
42	SEPARATE CONTRACTS	41
43	GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP	41
44	CASH ALLOWANCE	42
45	PROJECT SITE LIMITS	42
46	CLEAN UP	42
47	POINTS OF REFERENCE	43
48	SUBSTITUTION - MATERIALS AND EQUIPMENT	43
49	TEST AND INSPECTION	44
50	WARRANTY	44
51	PREVAILING WAGE LAW REQUIREMENTS	46
52	APPRENTICES	46
53	GOVERNING LAW	46
54	NONDISCRIMINATION IN EMPLOYMENT	46
55	AFFIRMATIVE ACTION OR REPORTING REQUIREMENTS	46

**GENERAL CONDITIONS OF THE CONTRACT  
FOR CONSTRUCTION BY A GENERAL CONTRACTOR  
University of Kentucky  
Capital Construction Division**

These General Conditions are binding upon the General Contractor and all Sub-contractors as each are subject to the provisions contained herein.

**ARTICLE 1 - DEFINITIONS**

1.1 Wherever used in these General Conditions or in other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

1.1.1 ARCHITECTS SUPPLEMENTAL INSTRUCTIONS (ASI) - The term "ASI" means a written order issued by the Consultant that clarifies or interprets the Contract Documents, that orders minor changes in the Work, that does not require an adjustment in either cost or time, and that does not require a Change Order

1.1.2 BUSINESS DAY – The term "Business Day" means a Calendar Day that is not a Saturday, Sunday or legal holiday in Fayette County, Kentucky.

1.1.3 CALENDAR DAY - The term "Calendar Day" means a day of twenty-four hours measured from midnight to the next midnight.

1.1.4 CHANGE ORDER - The term "Change Order" means a written order to the General Contractor, signed by the Owner and issued after the execution of the Contract, directing a change in the Work or an adjustment in the Contract Amount or the Contract Time. A Change Order may be an agreed change by the General Contractor and the Owner or it may be a unilateral change by the Owner.

1.1.5 CONSULTANT - The term "Consultant" means the person and/or entity, whether singular or plural, either Architect, Engineer or other Consultant, who is or are identified as such in the Contract Documents.

1.1.6 CONTRACT - The term "Contract" means the Contract between Owner and General Contractor and consists of all Contract Documents as defined in Article 1.1.8 of these General Conditions.

1.1.7 CONTRACT AMOUNT - The term "Contract Amount" means the sum stated in the Agreement which represents the total amount payable by the Owner to the General Contractor for the performance of the Work under the Contract Documents, plus or minus adjustments as provided for in the Contract Documents or by approved Change Orders.

1.1.8 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the General Contractor (the "Agreement"); the General Conditions; the Special Conditions; the General Contractor's Form of Proposal; the General Contractor's Bonds; the Specifications, Drawings and Addenda for the construction of the Project; and any Change Orders issued after execution of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Sub-contractor, or any person or entity other than the General Contractor. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the General Contractor or its

Sub-contractors and suppliers do not constitute a part of the Contract Documents. 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.

1.1.9 CONTRACT TIME - The term "Contract Time", unless otherwise provided, means the specified number of consecutive Calendar Days following the stipulated commencement of the Work as stated in the Work Order, plus or minus adjustments as provided for by approved Change Orders, within which the General Contractor shall complete the Work required by the Contract and shall achieve certification of substantial and final completion.

1.1.10 GENERAL CONTRACTOR or (GC) - The term "General Contractor" or "GC" means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the general contractor, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The GC shall execute and hold all construction Sub-contracts and Purchase Orders for the Project.

1.1.11 KRS REFERENCES - Reference to "KRS" means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky, including all laws that may have been revised, amended, supplemented or new laws enacted.

1.1.12 OWNER - The term "Owner" means the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

1.1.13 PROJECT - The term "Project" means the total construction of the Work performed under the Contract Documents, which may be the whole or a part, and which may include construction by the Owner or by separate contracts.

1.1.14 PROJECT MANAGER - The term "Project Manager", when used alone, means the Owner's representative responsible for administration and management of the Project. 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. The term "General Contractor's Project Manager" or "GC Project Manager" means the individual employed by the General Contractor who is assigned to the Project to provide overall management during both the design and construction phases of the Project, and who has total responsibility for the successful completion of the Project

1.1.15 PROVIDE - The term "Provide," as used throughout the specifications, shall mean furnish, install and pay for.

1.1.16 SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the General Contractor or any Sub-contractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1.1.17 SUBSTANTIAL COMPLETION - The term "Substantial Completion" is the point at which, as certified in writing by the Owner, a project is at the level of completion, in strict compliance with the contract, where (a) necessary approval by public regulatory authorities (and by other authorities having jurisdiction or as identified in Article 11.2, as necessary) has been given; (b) the Owner has received all required warranties and documentation, and (c) the Owner may enjoy beneficial use or

occupancy and may use, operate, and maintain the project in all respects, for its intended purpose. Partial use or occupancy shall not necessarily result in the project being deemed substantially complete and shall not be evidence of Substantial Completion. In order for the Owner to enjoy beneficial use or occupancy and use, operate, and maintain the project in all respects, for its intended purpose, the stage or progress of the Work or a designated portion thereof shall be sufficiently complete, accessible, operable and usable, and all parts, systems and site Work shall be 100% complete, cleaned and available for the Owner's full use without interruption in accordance with the Contract Documents, including but not limited to the provisions of Article 28 of these General Conditions. The Work will not be considered acceptable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and approvals provided to the Owner, designated instruction of the Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature so that the Owner and/or the Owner's tenants could occupy the Project on that date and the completion of the Work by the General Contractor would not materially interfere or hamper the Owner's or the Owner's tenants' normal business operations. As a further condition of Substantial Completion acceptance, the General Contractor shall certify in writing that all remaining Work, the same being solely of a "punch list" nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

1.1.17.1 The parties agree that "substantial completion" as defined in Article No. 2 of the Agreement and Article 1 of the General Conditions, as extended by approved Change Order(s) pursuant to Article 18.1 of the General Conditions, shall be the "date of completion specified in the contract" for purposes of KRS. 45A.250(2).

1.1.18 SUB-CONTRACTOR - The term "Sub-contractor" means the person, company, corporation, joint venture or other legal entity with whom the General Contractor has executed a Contract for a portion of the Work.

1.1.19 WORK - The term "Work" means the scope of construction and services required by the Contract Documents and all approved Change Orders, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the General Contractor to perform and complete the General Contractor's obligations under the Contract in an expeditious, orderly and workmanlike manner. The Work may constitute the whole or a part of the Project.

1.1.20 WORK ORDER - The term "Work Order" means a written notice by the Owner to the General Contractor authorizing the General Contractor to commence Work under the Contract and establishing the beginning date from which the time for Substantial and Final Completion shall be established.

1.1.21 UNIT PRICE - The term "Unit Price" means the amount per unit of measurement for materials or services as described in the bid documents.

## **ARTICLE 2 - CONSULTANT**

2.1 The Consultant will be the Owner's representative during construction and until the Work is complete. The Consultant will advise and consult with the Owner. The Owner's instructions to the General Contractor may be forwarded through the Consultant.

2.2 The Consultant will regularly, but no less frequently than monthly, visit the site to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the



Work is proceeding in accordance with the Contract Documents. On the basis of these on-site inspections, the Consultant will inform the Owner of the progress of the Work, will advise the Owner of any defects and deficiencies observed in the Work and, when appropriate, will certify to the Owner that the Work in place equals or exceeds the amount requested by the General Contractor on all applications for progress payments.

2.2.1 If applicable for the Work, the Consultant will verify to the Owner that the General Contractor is performing erosion prevention and sediment control inspections as required by the Kentucky Division of Water Construction General Permit (KYR10) at least once every 7 days and shall include the findings in the site visit reports.

2.3 The Consultant will be the interpreter of the requirements of the drawings and specifications and any changes made to the drawings and specifications.

2.4 Claims, disputes, and other matters in question that arise relating to the execution or the progress of the Work shall be referred in writing to the Consultant by the General Contractor. The Consultant will provide a response in accordance with and subject to the provisions of Article 38 of these General Conditions

2.5 The Consultant will have the authority to reject Work which does not conform to the Contract Documents or to the required level of quality and performance.

2.6 The Consultant will review and approve, or take other appropriate action upon receipt of the General Contractor's submittals such as Shop Drawings, product data, and samples. The review of submittals will be for general conformance with the design concept of the work, and for compliance with the information provided by the Contract Documents. Such review will not relieve the General Contractor of any responsibility for errors or omissions in submittals, and will in no way constitute a waiver of or change to the requirements of the Contract Documents.

2.6.1 The Consultant's review and response will be completed with reasonable promptness with a goal of ten (10) business days or less. The Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.

2.7 The Consultant will prepare Change Orders for the Owner to direct changes in the Work. Minor changes in the Work, not involving modifications to the contract cost or completion times and that are consistent with the purpose of Work, may be directed by the Consultant through Architectural Supplemental Instructions (ASI).

2.9 When requested by the General Contractor, the Consultant will conduct inspections to determine if the Project is at the level of completion required by and in strict compliance with the Contract such that the Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose, as further defined in the Contract. If the level of completion warrants, the Consultant will confirm that all necessary approvals by public regulatory authorities or other authorities having jurisdiction have been given, will confirm that the Owner has received all required warranties and documentation, will recommend dates for certification of Substantial Completion and Final Completion by the Owner, and will complete and submit the Notice of Termination of coverage under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity.

2.10 The General Contractor will accept direction for the Work on the Project only from the Owner's Project Manager or from the Consultant. Requests for information from the General Contractor shall be directed to the Consultant.

### **ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS**

3.1 Execution of the Contract by the General Contractor is a representation that the General Contractor has or shall thoroughly and carefully examine the site of the of Work; shall timely investigate all conditions which can affect the Work or its cost, including but not limited to availability of labor, materials, supplies, water, electrical power, roads, access to the site, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the General Contractor shall insure that the documents issued for bidding by Sub-contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the General Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. The General Contractor shall carefully study and compare the Contract Documents with each other and with other information provided to the General Contractor by the Consultant or the Owner pursuant to the Contract Documents and shall notify the Owner and the Consultant in writing of any errors, inconsistencies or omissions in the Contract Documents recognized by the General Contractor. Any failure to properly familiarize itself with the proposed Work shall not relieve the General Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the General Contractor. Labor or materials which are reasonably inferable from the Contract Documents and which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work at no additional cost to the Owner.

3.3 In the event a question arises regarding the meaning or intent of the Contract Documents, the General Contractor shall report it by preparing an RFI in eCommunication<sup>®</sup> to the Consultant. The Consultant shall furnish, with reasonable promptness and with a goal of three (3) business days and by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the General Contractor shall do no Work without proper drawings and instructions. Items indicated on drawings as "N.I.C." or "Not In Contract" are shown for explanation purposes only and are not to be included in this Contract.

3.4 The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications and (5) Drawings.

3.5 Any notice to the General Contractor from the Owner regarding this Contract shall be in writing and delivery and service of such notice shall be considered complete when sent by certified mail to the General Contractor at General Contractor's last known address. Such notice may also, at the Owner's election, be hand-delivered to the General Contractor or the General Contractor's authorized representative.

### **ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE**

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Capital Project Management Division, Consultant, General Contractor, and all

major Sub-contractors shall be present to discuss the time for construction, methods and plan of operation, authority of the Consultant, procedures for handling shop drawings, progress estimates and requests for payments, and other relevant issues. The time and location of this meeting will be the responsibility of the General Contractor in consultation with the Consultant, Owner and other interested parties.

4.2 Environmental aspects of the project, including erosion prevention and sediment control (EPSC) and storm water management shall be discussed during this conference. The Group shall discuss the Storm Water Pollution Prevention Plan (SWPPP) to ensure that all parties understand the requirements. During this meeting the responsibility for reading the rain gage on a daily basis will be established. The Contractor will identify the initial measures to be installed prior to land disturbing activities beginning. Any modifications to the SWPPP due to constructability issues should be discussed at this conference.

## **ARTICLE 5 - SHOP DRAWINGS**

5.1 The General Contractor shall submit a shop drawing and product sample submittal schedule to the Consultant establishing dates for the submission of Shop Drawings and product samples prior to the submittal of the General Contractor's first application for payment for construction phase services. The schedule shall have been coordinated with all Sub-contractors and material suppliers as well as the General Contractor's construction schedule and shall allow for adequate and reasonable time for review of the samples and submittals by the Consultant. The General Contractor shall be responsible for compliance with the submittal schedule and shall insure that the Submittal Schedule is maintained in order to accurately reflect the status of processing all required submittals.

5.2 The General Contractor shall review product samples and shop drawings for compliance with the requirements of the Contract Documents, and shall submit them to the Consultant in accordance with submittal procedure and schedule established. The General Contractor's review and submittal to the Consultant of any shop drawing or sample shall constitute a representation to the Owner and Consultant that a) the General Contractor has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that b) each shop drawing or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents. Shop drawings and submittal requirements shall not be deemed satisfied until approvable documents are received by the Consultant. Incorrect or incomplete submittals will be returned to the General Contractor without action. No claim for additional time or extension of the contract will be considered if such claim is the result of failure by the General Contractor to provide correct, accurate, complete and approvable submittals.

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the General Contractor for corrections as may be required. The General Contractor shall make any corrections required by the Consultant for compliance with 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.

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 accepted in writing by the Consultant. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted

shop drawing and product sample shall be kept in good order by the General Contractor at the site and shall be made available to the Consultant on request.

5.5 The Consultant's acceptance of Shop Drawings or samples shall not relieve the General Contractor from the 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 acceptance by the Consultant does not relieve the General Contractor from responsibility for errors or omissions in the Shop Drawings.

## **ARTICLE 6 - LAYING OUT WORK**

6.1 The 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 scopes of work for the Subcontract bid packages. No allowance shall be made for failure of the General Contractor 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 General Contractor's Contract amount or stipulated time for completion shall be allowed when due to failure by the General Contractor to do so.

6.2 The General Contractor shall be responsible for all lines, levels and measurements of all Work executed under the Contract. The General Contractor shall verify the figures before laying out the Work and will be held responsible for any error resulting from failure to do so. Working from lines and levels established by the property survey or by other Contract Documents, 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 the 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. The General Contractor shall advise Sub-contractors and trades persons performing Work of marked lines and levels provided for their use in layout work. The General Contractor shall verify layout information shown on drawings as required for the Work.

6.3 The General Contractor shall be responsible for coordination of the installation of all elements of the Work, including preparation of coordination drawings if required by the Contract Documents or deemed necessary by the General Contractor for performance of the Work.

6.4 If any encroachments are made by the General Contractor or any Sub-contractor on any adjacent property, the General Contractor shall, at the General Contractor's expense, and within thirty (30) Calendar Days after written notice from the Owner or the Consultant, correct any encroachments and obtain approval from the owner of such adjacent property for any encroachments that cannot be feasibly corrected. The General Contractor shall not be entitled to any adjustment to the Contract Amount or the Contract Time as a result of any such encroachment or the correction thereof.

## **ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS**

7.1 Unless otherwise provided in the Contract Documents, the Owner will furnish the General Contractor free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The General Contractor shall pay for the cost of duplication of all sets required over and above this amount.

7.2 The cost of additional plans, specifications and official contract documents for use by Sub-contractors for bidding and for construction shall be borne by the General Contractor or by the Sub-contractors. Arrangements for orders and payment for plans, specifications and other contract documents must be made with Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com>) or by phone at 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

7.3 The General Contractor shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site, in good order. A qualified representative of the General Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the General Contractor shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Owner simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Substantial Completion Inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

7.4 All drawings, specifications and copies thereof, furnished by the Consultant to the Owner, are the property of the University of Kentucky. They shall not be used by the Consultant, General Contractor, or any Sub-contractor or Supplier on any other Project.

## **ARTICLE 8 - TEMPORARY UTILITIES**

8.1 The General Contractor shall provide and pay for, unless modified in the Special Conditions, all temporary conveniences including, but not limited to, wiring, lighting, power and electrical outlets, heat, water, and sanitary facilities required for construction. In the event the Owner elects to make available, at no cost to the General Contractor, the electric power required for construction activities, the electric power supplied shall not be utilized as a means to provide temporary heat or for welding.

8.2 The General Contractor is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The General Contractor shall provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, and trash removal/dumpster service for both General Contractor and Sub-contractor use during the Project. Work and safety lighting shall be provided continuously during working hours. Security lighting shall be provided at all hours of darkness.

## **ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES**

9.1 Unless otherwise provided in the Contract Documents, the General Contractor shall provide and pay for all materials, labor and personnel, tools, equipment, construction equipment and machinery, utilities, supplies, appliances, transportation, taxes, temporary facilities, licenses, permits and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and the proper execution and completion of the Work safely, without damage to persons and property, and in compliance with all applicable law. The General Contractor shall furnish, erect, maintain, and

remove at the completion of the Contract, all temporary installations as may be required during the construction period.

9.2 Immediately following the execution of each of the sub-contracts, the General Contractor shall determine the source of supply for all materials required under that sub-contracts and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.

9.3 The General Contractor shall immediately notify the Consultant in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the General Contractor will not be excused for delays in securing materials specified.

9.4 The General Contractor or Sub-contractors shall not place purchase orders or issue contracts for materials, supplies, equipment and services necessary to complete this Project using the name of the University of Kentucky. All orders placed by the General Contractor that are related to this Project must use the name of the General Contractor or Sub-contractor placing the order. The use of the University of Kentucky's name for ordering purposes is strictly prohibited. Payment for all goods and services required for the completion of the Work is the sole responsibility of the General Contractor. Any invoices received at the University that are related to this Project will be immediately forwarded to the General Contractor. Copies of these invoices will be made and placed in the General Contractor's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

9.5 The route for delivery of all materials to the Project shall be coordinated with the Owner's Project Manager.

9.6 The General Contractor shall be responsible for the proper and adequate storage of materials and equipment. Unless otherwise provided in the Contract Documents, all materials shall be of good quality and new. Workmanship and materials supplied and incorporated into this Work shall be of first quality. The General Contractor, if required, shall furnish satisfactory evidence as to the kind and quality of materials.

9.7 The General Contractor shall at all times enforce strict discipline and good order among all employees and Sub-contractors. The conduct of all individuals performing Work or operations related to the Work is the responsibility of the General Contractor. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the General Contractor, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Sub-contractor or General Contractor being barred from the Owner's premises. The General Contractor shall not permit the employment on the Project of any person unfit or not skilled in the Work assigned.

## **ARTICLE 10 - ROYALTIES AND PATENTS**

10.1 The General Contractor shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the General Contractor is responsible for payment of all associated royalties. The General Contractor hereby agrees to indemnify, defend and hold the Owner, and any subsidiary, parent, or affiliates of the Owner, or other persons or entities designated by the Owner, and their respective directors, officers, agents,

employees and designees (collectively, the “Indemnities”) harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys’ fees and legal expenses, that the Indemnities may incur as a result of the General Contractor’s failure to strictly comply with its obligations under this Paragraph 10.1.

## **ARTICLE 11 - SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES**

11.1 The Owner will furnish only such surveys that are specifically required by the Contract Documents. Approvals, assessments, and easements for permanent structures or permanent changes in existing structures shall be secured and paid for by the Owner, unless otherwise specified. All required utility tap-on fees shall be secured and paid for by the General Contractor, or included in a sub-contract, including the Lexington-Fayette Urban County Government (LFUCG) sewer tap-on fee. All construction permits, where required by local ordinances, except excavation permit, shall be obtained by the General Contractor, but no fee shall be charged to or paid by the General Contractor as the Owner is exempt from such charges. A Contractor's license fee for doing business in the locale, if applicable, shall be paid for by the General Contractor.

11.2 All branches of Work shown on the plans and specifications shall be executed in strict compliance with all state and federal regulations and codes, with all national codes, and with the requirements of both ADA and JCAHO when applicable.

11.3 The Contractor, on projects disturbing 1 acre or more, or projects less than 1 acre that are part of a large common development plan, including grading, clearing, excavation, material laydown or other earth moving activities, shall assure full compliance with the requirements of the KYR10 and shall:

11.3.1 File a Notice of Intent (KPDES FORM eNOI-SWCA) with the Kentucky Division of Water and copy the UKCPM Project Manager and Water Quality Manager prior to the start of any excavation, grading or site development work.

11.3.2 The permittee (contractor) shall develop a Stormwater Pollution Prevention Plan (SWPPP) based on the Erosion Prevention and Sediment Control Plan (EPSC) as a minimum design standard. Ensure all requirements of KYR10 are fully addressed in the SWPPP. **Once the SWPPP is written, forward a copy to the Capital Projects Project Manager and to the Water Quality Manager for approval. Work cannot begin until SWPPP is approved and permit coverage obtained.**

11.3.3 Install BMP’s such as, basins, traps, drainage, and sediment barriers before beginning land disturbing activities, including the construction entrance/exit. Once prevention measures have been installed, grading can commence. In the event a new construction entrance is added to the site, this new entrance must be built according to the EPSC design details with a wheel wash, a water supply and a sediment catch basin for washed wheel sediment.

11.3.4 Maintain all measures in working condition. Perform maintenance activities identified during inspections prior to the next rain event. Remove sediment from BMPs when 1/3 the storage volume has been filled.

11.3.5 Stabilize disturbed areas within 14 days of inactivity or reaching final grade on any portion of the site according to permit requirements.

11.3.6 Inspect the site every 7 calendar days and after each rainfall of ½” or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with UK Project Manager and Water Quality Manager and note on the SWPPP Inspection Sheets.

Per the KPDES Permit, Section 2.1.7. “Inspections – Permittee Conducted”. “Inspections shall be performed by personnel knowledgeable and skilled in assessing conditions at the construction site that could impact storm water quality and assessing the effectiveness of erosion prevention measures, sediment control measures, and other site management practices chosen to control the quality of the storm water discharges. Inspectors shall have training in storm water construction management such as Kentucky Erosion Prevention & Sediment Control (KEPSC), Certified Professional in Stormwater Quality (CPSWQ), Certified Erosion, Sediment and Stormwater Inspector (CESSWI), or other similar training.”

Inspections shall include a tour of the total site and verification that all BMPs are performing as constructed. Inspector shall certify that all observations are correct as stated and sign and date the inspection form.

11.3.7 Keep Permit, SWPPP, weekly/rain event inspections sheets in binder in construction trailer. Any BMP change/alteration from SWPPP and EPSC plan must be noted on the EPSC and SWPPP.

**11.3.8 No soil and sediment shall leave the construction site. BMPs shall be repaired immediately if failure has occurred. No Mud shall be permitted on any street. All entrances/exits shall have a means by which to wash wheels. If an entrance/exit does not have a wheel wash, that exit shall not be used in muddy conditions. If for any reason mud is tracked offsite, the area must be cleaned in such a way as to prevent sediment from entering the storm sewer system. The use of tractor brooms solely will not be permitted.**

11.3.9 When it is necessary to dewater an excavation, proper BMPs must be implemented. Dewatering filter bags must be sized and used according to manufacturer’s requirements and Standard Operating Procedures for Dewatering Bags.

11.3.10 UK (the MS4) routinely inspects sites for compliance with the EPSC/SWPPP. Any deficiencies noted become record for the Kentucky Division of Water and shall be remedied/installed as soon as site conditions are favorable but no more than 7 days from the inspection date.

11.3.11 At the conclusion of the project and all bare areas, slopes and ditches are 70% vegetated with the permanent ground cover, the contractor shall notify the UK Project Manager and Water Quality Manager and request a final site inspection prior to filing a “Notice of Termination (NOT) with the state. This inspection verifies that Construction BMPs can be removed, and Post-Construction BMPs are in place and functioning.

**11.3.12 Failure of the site contractor (permittee of the KPDES Permit) to timely comply with requirements of KPDES, the Construction Manager shall inform the site contractor that a third party contractor shall be retained to remediate all BMP deficiencies immediately, and all third party costs shall be passed to the permittee of the KPDES Permit. Any fines or other costs resulting from failure to comply, levied against the Owner will be assessed against the Construction Manager’s or General Constructor’s funds.**

11.3.13 Refer to 334000S01 STORM DRAINAGE UTILITIES – Information for Consultants & Contractors.

11.3.14 Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.

11.4 Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.



11.5 The General Contractor shall furnish a final occupancy permit from the proper agency or agencies as required.

11.5 The General Contractor shall, by provision within each applicable sub-contract or by inclusion in the lump sum fee proposed to the Owner, insure the payment of all sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work, by unless otherwise specified in the bid documents.

## **ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC**

12.1 The General Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. Except as otherwise covered by Builder's Risk insurance, the General Contractor shall pay for any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The General Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

12.2 In an emergency affecting the safety of life, or of the Work, or of adjoining property, the General Contractor, without special instruction or authorization from the Consultant or the Owner, is obligated to act to prevent such threatened damage, loss or injury.

12.3 The General Contractor shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings for local fire truck access must be maintained during construction. The General Contractor shall maintain construction to allow access to new, existing or temporarily relocated standpipes, fire hydrant connections and fire alarm communication panels pursuant to Section 3018.8 of the Kentucky Building Code. If the General Contractor utilizes the Owner's fire protection equipment, the General Contractor shall replace any such materials lost, consumed or misplaced during the Contract period. The General Contractor is responsible for any false alarms caused by dust created in the Work area or dust traveling to areas beyond the Work area due to inadequate dust protection barriers. Should there be a need for any existing or newly installed fire alarm system, or parts of a system that requires service, to be removed from service or disconnected, prior approval must be obtained from the Owner and the General Contractor shall immediately provide alternate protection such as a fire watch until such systems are returned to full normal operations. When work or service is completed on a disabled fire alarm system, the Owner shall be immediately notified so the system can be placed in service.

12.4 The General Contractor and Sub-contractors are responsible for the security of their own materials, tools and equipment at the Project site.

12.5 The General Contractor shall provide to the Owner's Project Manager a key to General Contractor's field office or job trailer.

## **ARTICLE 13 - BLASTING**

13.1 Blasting is not allowed unless permission is granted in the Special Conditions. Should blasting be allowed by the Special Conditions, it shall be completed in accordance with all laws, regulations, ordinances and instructions contained in the Special Conditions.

## **ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES**

14.1 The General Contractor shall provide safety controls for protection of the life and health of employees and visitors. The General Contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the General Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.

14.2 The General Contractor shall provide a written safety program which includes all pertinent written specialty standards such as, but not limited to, Control of Hazardous Energy Sources (Lockout/Tagout), Hazard Communications Program, First Aid, Blood Borne Pathogen Program, Respirator Use Program and Hearing Conservation Program. The General Contractor shall require all Sub-contractors to have an effective written safety program or be required to follow the General Contractor's written safety program.

14.3 The General Contractor shall maintain an accurate record of and shall report to Kentucky Labor Cabinet's Division of Occupational Safety and Health in the manner and on the forms prescribed by that Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease. The General Contractor shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, and equipment incident to Work under this Contract.

14.4 The Kentucky Labor Cabinet's Division of Occupational Safety and Health may notify the General Contractor of any noncompliance with the foregoing provisions. The General Contractor shall, upon receipt of such notice, immediately correct the cited conditions. Notice delivered to the General Contractor or the General Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the General Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for reducing or stopping all payments due under the Contract to the General Contractor. No part of the construction time lost due to any such stop order shall be cause for, or the subject of a claim for, extension of time or for additional costs or damages by the General Contractor.

14.5 The General Contractor or any Sub-contractor shall immediately contact the University of Kentucky's Department of Occupational Health and Safety through the Owner's Project Manager should they be selected for an inspection by the Kentucky Occupational Safety and Health Compliance Division.

14.6 Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the General Contractor.

14.7 Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.

14.8 The General Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises

where the Work is being performed. If the General Contractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The General Contractor shall designate a responsible member of the on-site Work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

## **ARTICLE 15 - HAZARDOUS MATERIALS**

15.1 If the General Contractor encounters material reasonably believed to be or suspected to be asbestos containing material, lead, polychlorinated biphenyls (PCBs), fluorescent light bulbs and ballasts, mercury or other hazardous material, the following procedures must be followed:

15.1.1 The General Contractor shall immediately stop Work in the affected area and notify the Owner's Project Manager. The Owner's Project Manager will contact the Owner's Environmental Health and Safety unit to arrange for collection of samples, review of existing data, or other testing necessary to confirm the presence of hazardous materials. The Owner's Project Manager will notify the General Contractor in writing of the results. Until that notification is received, the Work must not continue in the affected area.

15.1.2 If the material is confirmed to be asbestos, lead, polychlorinated biphenyls (PCBs), fluorescent light bulbs and ballasts, mercury or other hazardous material, the Owner will take appropriate action to remove the material before the General Contractor can continue Work in the affected area.

15.1.3 The General Contractor shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. The General Contractor is advised that certain classes of building materials (thermal system insulation, sprayed or troweled surfacing materials, and resilient flooring) installed before 1981 are required by law to be treated as asbestos containing until proven otherwise. These presumed asbestos containing materials must not be disturbed without confirmation from the Owner that asbestos is not present.

15.2 The Owner, the General Contractor, and Sub-contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The General Contractor and Sub-contractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the General Contractor's employees may be exposed; (2) Statement of the measures that General Contractor's employees and Sub-contractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the MSDS's related to the hazardous chemicals located in the Work area; (4) Procedures that the General Contractor's employees and Sub-contractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets (MSDS) may be reviewed upon request by the General Contractor or any Sub-contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by General Contractor at its expense.

15.3 The General Contractor and Sub-contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site that may be exposed to the Owner's employees. The General Contractor and Sub-contractors shall provide the Owner with copies of Material Data Sheets for materials to be used.

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the General Contractor and the Owner in a manner that conforms to the intent of all applicable laws and

regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the General Contractor and Sub-contractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The General Contractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending General Contractor and/or Sub-contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the General Contractor should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

15.5 The General Contractor shall ensure that NO asbestos-containing materials (including but not limited to: drywall, joint compound, roof mastic and floor tile adhesive) will be install on any University project without prior written approval of the University's Environmental Health and Safety Division. Additionally, the General Contractor shall submit MSDS sheets and have prior approval before installing any materials that contains hazardous substances or could pose an environmental hazard. If any environmental hazardous materials are installed without written approval of the University, the General Contractor will be responsible for all material replacement cost, all removal and all other associated damages. Any materials removed shall be taken out in accordance with all applicable federal, state and local regulations.

## **ARTICLE 16 - INSPECTION OF WORK**

16.1 Inspections, tests, measurements or other acts of the Consultant are for the sole purpose of assisting the Consultant in determining if the Work, materials, rate of progress, and quantities comply with the Contract Documents. These acts or functions shall not relieve the General Contractor from performing the Work in full compliance with the Contract Documents, nor relieve the General Contractor from any of the responsibility for the Work assigned to it by the Contract Documents. No inspection by the Consultant shall constitute or imply acceptance. Approval of material is general and shall not constitute waiver of the Owner's right to demand full compliance with Contract Documents.

16.2 All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, the Consultant or their representatives to determine conformance with the Contract Documents. The Owner, Consultant and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The General Contractor shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Consultant shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week. If the Consultant provides the General Contractor with a list of construction milestones that require inspection, the General Contractor shall provide the Consultant with at least five (5) Business Days written notice prior to the commencement of Work with respect to such milestone in order to permit the Consultant time to coordinate an inspection of the commencement of the applicable Work.

16.2.1 Normal Work hours are defined as a period between 7:00 a.m. and 5:00 p.m. Monday through Friday. The General Contractor shall notify the Owner's Project Manager at least one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

16.3 If this Contract, the Specifications, the Consultant's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the General Contractor shall give the Consultant timely notice of the readiness of the Work for inspection. The Consultant shall promptly make all required inspections. If any portion of the Work should be

covered contrary to the request of the Consultant, or to the requirements specifically expressed in the Contract Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the General Contractor's expense.

16.4 If any other portion of the Work has been covered, which the Consultant has not specifically requested to observe prior to being covered, the Consultant, with the Owner's approval, may request to see such Work and it shall be uncovered by the General Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Owner by appropriate Change Order. If such uncovered Work is not in accordance with the Contract Documents, the General Contractor shall pay all costs for uncovering and replacement of such Work.

## **ARTICLE 17 - SUPERINTENDENT - SUPERVISION**

17.1 The General Contractor shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the General Contractor's profession so as to ensure expeditious, workmanlike performance in accordance with requirements of the Contract Documents. Except as otherwise dictated by specific requirements of the Contract Documents, the General Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The General Contractor shall be responsible for the acts and omissions of all Sub-contractors and persons directly or indirectly employed by the General Contractor in the completion of the Work. The General Contractor shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The General Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities of the Consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the General Contractor.

17.2 The General Contractor shall have a competent superintendent on the Project site at all times during the process of the Work. The superintendent shall have authority to act on the General Contractor's behalf with regard to all aspects of performance of this Contract. The superintendent shall have such assistants with individual specialized competencies as may be necessary to fully understand and oversee all aspects of the Work. The General Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work of the Project. The superintendent and all assistants shall be physically fit for their work and capable of going to all locations where Work is being performed. A communication given to the superintendent shall be binding on the General Contractor. Immediately after the award of Contract, the General Contractor shall submit to the Consultant a list of General Contractor's employees and consultants, including names, positions held, addresses, telephone numbers and emergency contact numbers.

17.3 The superintendent assigned shall not be changed except under the following circumstances: (1) Where the superintendent ceases to be employed by the General Contractor, in which case the General Contractor shall give timely written notice to the Owner of the impending change of the superintendent and a reasonable explanation for the change; or (2) Where the Owner or the Consultant have reasonable grounds for dissatisfaction with the performance of the superintendent and give written notice to the General Contractor of the grounds. In either case, the General Contractor shall obtain prior written approval from the Owner of the qualifications of the proposed replacement superintendent. Such prior approval will not be unreasonably withheld.

17.4 If the Owner or Consultant determines that the superintendent is not performing, or is incompetent to perform the required Work, the Owner may direct the General Contractor to remove the superintendent from the Project and replace the superintendent with an employee who has the necessary expertise and skills to satisfactorily perform the Work.

## **ARTICLE 18 - CHANGES IN THE WORK**

18.1 The Owner, at any time after execution of the Contract, may make changes within the general scope of the Contract or issue additional instructions, require additional Work, or direct the deletion of Work. The Owner's right to make changes shall not invalidate the Contract or relieve the General Contractor of any obligations under the Contract Documents. All such changes to the Work shall be authorized in writing by Change Order and shall be executed under the conditions of the Contract Document. Any adjustment of the Contract Amount or Time of Completion, as may be appropriate, shall be made only at the time of ordering such change. Change order proposals based on a reservation of rights, whether for additional compensation to be determined at a later date or for an extension of time to be determined at a later date, will not be considered for approval and shall be returned to the General Contractor without action.

18.2 The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

18.2.1 By unit prices named in the Contract or additional unit prices subsequently agreed upon;

18.2.2 By agreement on a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

18.2.3 By an amount agreed upon by the General Contractor and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. In computing labor costs, the hourly labor rates shall not exceed a mutually agreeable combined hourly labor rate plus fringe benefits negotiated with the Owner based on a presentation of acceptable documentation by the GC. For the purposes of this Article, the term "fringe benefits" shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the General Contractor and/or Sub-contractor an amount agreed upon, but not to exceed a combined total of fifteen percent (15%) of the actual costs, for overhead and profit. This cost breakdown shall be submitted to the Consultant promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

18.4 If none of the above methods are mutually agreed upon or if the General Contractor does not respond promptly, a change may be made by unilateral determination by the Owner and/or the Consultant of reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit. If this method is utilized, the General Contractor shall promptly proceed with the Work involved in the change upon receipt of a written order signed by the Owner. In such case, the General Contractor shall keep and present an itemized accounting of labor, equipment, material and other costs, in such form as may be prescribed by the Consultant.

18.5 In determining the cost or credit to the Owner resulting from a change, the allowances for all overhead (including home office and field overhead) and profit combined, shall be negotiated and shall not exceed (15%) fifteen percent.

18.6 In all cases where Change Orders are determined by unit prices set forth in the Contract Documents, no amount is to be added for additional overhead and profit.

18.7 The General Contractor shall keep and present in such form as the Consultant may direct, a correct account of all items comprising the net cost of such Work, together with vouchers. The determination of the Consultant and/or the Owner shall be final upon all questions of the amount and cost of extra Work and changes in the Work, and it shall include in such cost, the cost to the General Contractor of all materials used, the cost of all labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Workers Compensation insurance), and the fair rental of all machinery used upon the extra Work, for the period of such use, which was upon the Work before or which shall be otherwise required by or used upon the Work before or after the extra Work is done. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used upon the Work, then the cost of transportation of such machinery to and from the Project site shall be added to the fair rental value. Transportation costs shall not be allowable for distances exceeding one hundred (100) miles.

18.8 The General Contractor shall not include or allow to be included in the cost of change in the Work any cost or rental of small tools, or any portion of the time of the General Contractor or the superintendent, or any allowance for the use of capital, or for the cost of insurance or bond premium or any actual or anticipated profit, or job or office overhead. These items are considered as being covered under the added amount for general overhead addressed in Article 18.3

18.8.1 The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

18.9 Pending final determination of value, partial payments on account of changes in the Work may be made on recommendation of the Consultant. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including all items covered and affected. Any such claim not presented by the General Contractor for inclusion in the Change Order shall be waived.

18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner and the General Contractor. The General Contractor shall carry out such orders promptly. If the General Contractor should claim that an ASI involves additional cost or delay to the completion of the Work, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the General Contractor shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

18.10.1 If the General Contractor claims that any instructions by the Consultant involve additional cost or time extension, the General Contractor shall give the Consultant written notice thereof within ten (10) Calendar Days after the receipt of such instructions and before proceeding to execute the change in Work. The written notice shall state the date, circumstances, whether a time extension will be requested, and the source of the order that the General Contractor regards as a Change Order. Unless the General Contractor acts in accordance with this procedure, any oral order shall not be treated as a change and the General Contractor hereby waives any claim for an increase of the Contract amount or extension of the contract time.

18.11 Requests for extension of time related to changes in the Work shall be submitted in accordance with the requirements of Article 21 of these General Conditions

## **ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION**

19.1 If applicable, the following Rules and Measurements shall apply to the use of Unit Prices for the excavation portion of the Work:

19.1.1 Except as provided in this Article 19 for arbitrary measurements, the quantity of excavation shall be its in-place volume before removal.

19.1.2 No allowance will be made for excavating additional material of any nature taken out for the convenience of the General Contractor beyond the quantity computed under these "Rules and Measurements."

19.1.3 The quantities of excavation shall be computed from instrument readings taken by the Consultant's representative in vertical cross sections located at such intervals that will assure accuracy.

19.1.4 "Trench Excavation" for pipes shall arbitrarily be assumed to be two feet (2') wider than the outside diameter of the pipe barrel and with sides vertical.

19.1.5 The quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the Work in place.

19.1.6 Each unit price shall cover, among other things, engineering (surveying) costs and keeping excavating dry.

19.1.7 Earth excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surface of the ground to the neat lines of the bottom of the structure.

19.1.8 Rock excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual elevation of the rock ledge.

19.1.9 Rock excavation for pipelines trenches, unless otherwise provided for in the Specifications, shall be measured as follows: An arbitrary width of 18 inches plus the nominal diameter of the pipe multiplied by the depth from the surface the rock to six (6) inches below the invert for pipe 24 inches in diameter or less and eight (8) inches below the invert for all pipe greater than 24 inches in diameter. No additional compensation will be allowed for excavation for bell holes, gates or other purposes. The measurement of rock excavation for manholes shall be in accordance with Section 19.1.8 above.

19.1.10 Unclassified excavation shall be measured in the same manner as earth excavation.

## **ARTICLE 20 - CONCEALED CONDITIONS**

20.1 The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The General Contractor is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the General Contractor shall contact and cooperate with the Consultant to make the required adjustments. Any request for change



in the Contract Amount by the General Contractor shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted or uncharted utility service is interrupted by activities of the General Contractor or the General Contractor's Sub-contractor(s) for any reason, the General Contractor shall work continuously to restore service to the satisfaction of the Owner.

20.2.1 If any charted utility service, or any uncharted utility service the existence of which could have been discovered by careful examination and investigation of the site of the Work by the General Contractor, is interrupted by activities of the General Contractor or the General Contractor's Sub-contractor(s) for any reason, the entire cost to restore service to the satisfaction of the Owner shall be paid by the General Contractor. Should the General Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the work/repairs completed and the cost of such work/repairs deducted from the monies due or to become due to the General Contractor pursuant to Article 22 of the General Conditions.

20.3 The General Contractor shall promptly, but in no case more than ten (10) Calendar Days from the time of discovery, and before the conditions are disturbed, notify Consultant in writing of:

20.3.1 Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by General Contractor or could not have been discovered by careful examination and investigation of the site of the proposed Work;

20.3.2 Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in this Contract or,

20.3.3 Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, and which were not known by the General Contractor and could not have been discovered by careful examination and investigation of the site of the Work.

20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions, which are materially different from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, were not known by the General Contractor, and could not have been discovered by careful examination and investigation of the site of the Work, have caused or would cause a material increase or decrease in the General Contractor's cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend and the Owner will make an equitable adjustment in the Contract Amount and/or the time allotted for performance in the Contract Documents. Failure by the General Contractor to provide written notice to the Owner of such claims for additional compensation or time for performance within ten (10) Calendar Days of discovery of such conditions shall constitute a waiver by the General Contractor of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

20.5 If the Consultant determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the General Contractor shall continue performance of the Contract as directed by the Consultant. No claim by the General Contractor under this clause shall be allowed unless the required written notice is given and the

Consultant is given adequate opportunity to investigate the conditions encountered prior to disturbance. The failure of the General Contractor to give the Consultant proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the contract price or time if there is a decrease in the Contract Amount or time required to perform the Work.

**ARTICLE 21 - DELAYS AND EXTENSION OF TIME**

21.1 It is agreed that time is of essence for each and every portion of this Contract and where additional time is allowed for the completion of the Work or any part of the Work under this Contract, the new time limit fixed by such time extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth in Article 21.10 below.

21.2 The General Contractor will, subject to the provisions of Articles 21.7, 21.8 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

21.2.1 Any preference, priority, or allocation order duly issued by the government;

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the General Contractor including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

21.2.2.1 For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the General Contractor shall be authorized at its discretion to remove its people from the site and return when the normal progress of the work may continue.

21.2.3 Regardless of the cause of a delay, the General Contractor shall expend all reasonable effort to mitigate the impact of any delay.

21.2.4 Requests for additional time due to delays in transportation or due to failures of suppliers shall not be considered for approval.

21.3 Requests for extensions of time and/or relief from liquidated damages, except for weather related claims, shall be made in writing not later than ten (10) Calendar Days after the beginning of the delay. Requests for extension of time or relief from liquidated damages shall be stated in numbers of whole Calendar Days.

21.4 Except as otherwise provided in the Contract Documents, extensions of the contractually required completion dates may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means daily temperature or precipitation that exceeds the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately defines the number of days in each month on which bad weather can reasonably be anticipated to impact weather dependent construction operations, and the General Contractor shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

Mean	Jan.	Feb	Mar	Ap	May	Jun	Jul.	Aug	Se	Oct	Nov.	Dec.
Number of		.	.	r.		.		.	p.	.		
Days When												

Max Temp 32° or Below	9	6	1	0	0	0	0	0	0	0	1	5
Precip. Is 0.10 Inch or Greater	7	6	9	7	8	8	8	6	5	5	7	7

For the purpose of this Contract, “unusually bad weather” shall be interpreted as either 1) those days in a given month on which rainfall was 0.10 inch or more that exceed the number of days shown in the row for “Precip” or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for “Max Temp”, whichever is greater.

21.4.1 Requests for extension of time due to unusually bad weather that could not reasonably have been anticipated at the time of execution of the Contract shall be made in writing not later than the tenth calendar day of the month following the month in which the delay occurred.

21.4.2 Requests for an extension of time due to unusually bad weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific weather dependent activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event, and b) only if the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the contractually required completion dates for the Project shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting contractually required completion dates will be considered in evaluating the merit of a delay request. Time extensions will not be considered if such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay as shown in the most recent update to the Project schedule, nor for concurrent delays not caused by the Owner.

21.4.3 In anticipation of the possibility of delay due to unusually bad weather, the General Contractor shall identify those activities in the baseline schedules, and those activities subsequently added to updated schedules, that might reasonably be expected to be delayed by such weather.

21.4.4 Delays caused by unusually bad weather shall be incorporated in the Project schedule when the schedule is next updated by showing actual dates and/or percent complete for those activities that were impacted by the unusually bad weather as well as the effects of any effort to mitigate such delays. When claims are submitted for time extensions resulting from more than one occurrence of unusually bad weather during a month, the Project schedule shall be updated to reflect such separate events sequentially so that the impact of each subsequent occurrence is shown on an adjusted Project schedule that includes all prior claims for additional time.

21.5 In addition to the requirements of Article 21.7 and Article 21.8 below, any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike including, but not limited to, the dates, the craft(s) affected, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on the Project.

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The

Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.

21.7 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the General Contractor provides justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required completion dates, and 2) the General Contractor has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.8 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the General Contractor shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such event on contractually required completion dates as shown in the updated Project schedule most recently submitted to the Owner prior to the event. The analysis shall include a partial network diagram showing a sequence of new or revised activities and/or durations that are proposed to be added to the existing schedule including related logic (a “fragnet”). This impact analysis and the fragnet shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the critical path and the contractually required completion dates. The General Contractor will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the General Contractor and/or the General Contractor’s contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting contractually required completion dates will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a revised schedule at the time of approval. No subsequent requests for time extension will be considered unless all previous approved time extensions have been incorporated in the Project schedule on which the requests are based.

21.10 Except as provided for in Article 21.10.1 through 21.10.3 below, no payment or compensation shall be made to the General Contractor and extensions of the time fixed for completion of the Contract shall be the General Contractor’s sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of the Work.

21.10.1 In addition to the provisions of Articles 18.3 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the General Contractor’s performance of the Contract are in whole or in part within the control of the Owner and, subject to the requirements of Article 21.8 and 21.8.1, extend contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

21.10.3 Such reimbursements shall not include consequential or similar damages, exemplary damages, damages based on unjust enrichment theory, formula based delay claims, or any element of home office overhead.

## **ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT**

22.1 The General Contractor shall promptly remove from the site and replace any material and/or correct any Work found by the Consultant to be defective or that fails to conform to the requirements of the Contract, whether incorporated in the Work or not, and whether observed before or after Substantial or Final Completion. The General Contractor shall bear all costs of removing, replacing or correcting such Work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all Work of separate contractors damaged by such removal or replacement.

22.2 The Consultant will notify the General Contractor and the Owner immediately upon its knowledge that additional services will be necessary. The Owner may consent to accept such nonconforming Work and materials with an appropriate adjustment in the Contract Amount. Otherwise, the General Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the General Contractor fails to commence and continue to correct non-conforming Work within a reasonable time as determined by the Consultant, the Owner may without limitation of other rights available to the Owner and without prejudice to other remedies, take any necessary action to make the necessary corrections. If the Owner makes required corrections for non conforming Work or materials, a Change Order will be issued reflecting an equitable deduction from the Contract Amount. This amount will be deducted from payments due to the General Contractor or, if no additional payments are due, General Contractor or the General Contractor's surety shall be responsible for payment of this amount.

## **ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT**

23.1 Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the General Contractor of responsibility for materials and equipment incorporated into the Work that fail to meet specification requirements, or for use of faulty materials or poor quality workmanship. If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the General Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The General Contractor shall correct any defects due to these conditions and pay for any damage to other Work resulting from their use. Nothing contained in this clause shall be construed to establish a period of limitation with respect to any obligation of the General Contractor under the Contract including, but not limited to, Warranties. The obligation of the General Contractor under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranty required by the Contract, given by the General Contractor, or otherwise recognized or prescribed by law.

23.2 In addition to being responsible for correcting the Work and removing any non conforming Work or materials from the job site, the General Contractor shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services and any resulting damages to other property or to work of other contractors or of the Owner.

23.3 If the General Contractor fails to correct nonconforming Work within a reasonable time as determined by the Consultant, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for nonconforming Work or materials after Final Payment to the General Contractor, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from General Contractor or surety.

#### **ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER**

24.1 The Owner, by written notice to the General Contractor, may terminate this Contract in whole or in part when it is in the interest of the Owner, at the sole discretion of the Owner. In such case, the General Contractor shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The General Contractor shall not be entitled to profit and overhead on Work not performed.

#### **ARTICLE 25- OWNER'S RIGHT TO STOP WORK**

25.1 If the General Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice may order the General Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The Consultant may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The General Contractor shall not be entitled to an adjustment in the Contract Time or Amount under this clause in the event such stoppages are determined to be the fault of the General Contractor or its Sub-contractor(s). The right of the Owner or Consultant to stop Work shall not give rise to a duty on the part of the Owner or Consultant to exercise this right for the benefit of the General Contractor or others.

#### **ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF GENERAL CONTRACTOR**

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract upon the occurrence of any one or more of the following events:

26.1.1 If the General Contractor refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the General Contractor fails to complete the Work within such time;

26.1.2 If the General Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the General Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the General Contractor, or if a trustee or receiver is appointed for the General Contractor or for any of the General Contractor's property on account of the General Contractor's insolvency, and the General Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;

26.1.3 If the General Contractor repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that Sub-contractors supply adequate supervision, suitable materials or equipment, or adequate numbers of skilled workmen and supervision to the Work;

26.1.4 If the General Contractor repeatedly fails to make prompt payments to Sub-contractors or suppliers at any tier, or for labor, materials or equipment;

26.1.5 If the General Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

26.1.6 If the General Contractor disregards the authority of the Consultant or the Owner;

26.1.7 If the General Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

26.1.8 If the General Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.

26.2 Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the General Contractor and its Surety three (3) Calendar Days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the General Contractor to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the contract.

26.3 In the event that the Contract is terminated, the Owner may demand that the General Contractor's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the General Contractor's Surety not utilize the General Contractor in performing the Work. Upon the failure or refusal of the General Contractor's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.

26.3.1 In the event that the Contract is terminated and the General Contractor's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the General Contractor from the site. The Owner may take possession of the Work and of all of the General Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the General Contractor, without liability to the General Contractor. At the Owner's sole discretion, the Owner has the right to take assignment of any or all portions of the contract work in order to prosecute the completion of the Work. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site or for which the Owner has paid the General Contractor but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the General Contractor shall not be entitled to receive any further payment until the Work is finished.

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the General Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the General Contractor or the General Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the General Contractor shall not be eligible for the award of such Contract.

26.3.3 The General Contractor shall be liable for any damage to the Owner resulting from the termination or the General Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The General Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

26.3.4 If liquidated damages are provided in the Contract and the Owner terminates the Contract, the General Contractor shall be liable for such liquidated damages, as provided for in Article 29.2 and 29.3 below, until Substantial Completion and Final Completion of the Work are achieved.

26.3.5 In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the General Contractor. The rights and remedies of the Owner under this Article are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the General Contractor by the Owner will not release the General Contractor from liability.

26.3.6 In the event the Contract is terminated under this Article, and it is determined for any reason that the General Contractor was not in default under the provisions of this Article, the termination shall be deemed a Termination for Convenience of the Owner pursuant to Article 24 and the rights and obligations of the parties shall be determined in accordance with Article 24.

## **ARTICLE 27 - SUSPENSION OF WORK**

27.1 The Owner or the Consultant may, at any time and without cause, order the General Contractor in writing or cause the General Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience. Adjustment may be made for any increase in the Contract time necessarily caused by such suspension or delay, in accordance with Article 21.

## **ARTICLE 28 - TIME OF COMPLETION**

28.1 The General Contractor shall begin the Work on the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The end of the Contract Time shall be the date specified on the approved certificate of Substantial Completion. The time for completion set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

28.2 Substantial Completion is defined in Article 1.1.17 of these General Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use shall remain for Final Completion. The ability to occupy or utilize shall include regulatory authority approval unless regulatory approval is delayed due to actions of the Owner or the Consultant. When the Owner accepts and occupies a portion of the Project, the operation, maintenance, utilities, and insurance of that portion of the Project becomes the responsibility of the Owner.

28.3 The date of Substantial Completion shall be that date certified by the Owner, in accordance with the following procedures, that the Work is sufficiently complete to occupy or utilize as defined above.

28.3.1 When the General Contractor considers the entire Work is substantially complete as defined in Article 1.1.17 of these General Conditions, and is ready for its intended use, the General Contractor shall notify the Consultant in writing and request an inspection. The declaration and request shall be



accompanied by a list prepared by the General Contractor of those items of Work still to be completed or corrected. The failure of the General Contractor or Consultant to include any item or items, which are not completed or which need correction, on such list shall not alter the responsibility of the General Contractor to complete all Work in accordance with the Contract Documents.

28.3.2 The Consultant shall, within a reasonable time after receipt of notification from the General Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultant's review, the General Contractor shall submit all As-Built drawings, Notice of Termination, catalog data, complete operating and maintenance instructions, manufacturer specifications, certificates, warranties, written guarantees and related documents required by the contract. The Consultant shall review said documents for accuracy and compliance with the Contract Documents and incorporate them into complete operating instructions and deliver them to the Owner.

28.3.3 If the Consultant considers the Work substantially complete, the Consultant shall recommend that the Owner prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities between the Owner and General Contractor for security, maintenance, heat, utilities and insurance, if not otherwise provided for in the Contract Documents, and a tentative list of items to be completed or corrected, and shall fix the time within which the General Contractor shall complete the items listed therein. This time shall not exceed thirty (30) Calendar Days unless otherwise provided for in the Work Order. The Certificate of Substantial Completion shall be submitted to the Consultant and General Contractor for their written acceptance of the responsibilities assigned to them in the certificate. The Project shall not be deemed substantially complete until the certificate is issued. If, after making the inspection, the Consultant does not consider the Work substantially complete, the Consultant will notify the Owner and the General Contractor in writing, giving the reasons therefore.

28.4 Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner's personnel in the maintenance and operation of the new installations, the Contractor shall comply with the requirements of Article 8.7 of the Special Conditions. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owner's Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

28.4.1 The provisions of Article 30.11 notwithstanding, if the General Contractor meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to (5%) of the current Contract Amount.

28.4.2 In the event the General Contractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

28.5 Project Close Out. When the General Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the General Contractor shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the General Contractor that the Work is complete and

is ready for final inspection and acceptance, will promptly make such inspection and when the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will so notify the General Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the General Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the General Contractor including all architectural, engineering and inspection costs and expenses incurred by the Consultant and the Owner, and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

## **ARTICLE 29 - LIQUIDATED DAMAGES**

29.1 The Owner and the General Contractor recognize and agree that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract plus any extensions that may be allowed. The parties further recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner should the Work not be completed on time. The Owner and the General Contractor agree on the amounts stated as liquidated damages in the Agreement. The Owner and General Contractor agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the General Contractor fail to satisfactorily complete the Work under Contract on or before the date stipulated for Substantial Completion, as adjusted by approved Change Orders, if any, the General Contractor will be required to pay liquidated damages to the Owner for each consecutive Calendar Day that the Owner is deprived of full use of the area beyond the date specified unless otherwise stipulated elsewhere by Owner. After the date for Substantial Completion has been certified by the Owner, the General Contractor shall cease to owe liquidated damages until the date established for Final Completion.

29.3 If Final Completion is not achieved by the date established for Final Completion, as adjusted by approved Change Orders, if any, liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all Work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will, in any degree, release the General Contractor from further obligations and liabilities to complete the entire Contract. Permitting the General Contractor to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

## **ARTICLE 30 - PAYMENT TO THE GENERAL CONTRACTOR**

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The General Contractor shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Sub-contractors. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents, except the final payment, shall be submitted in whole dollar amounts. All payment applications from the General Contractor shall include line items for overhead, profit and general condition costs.

30.2 The Consultant shall, within ten (10) Business Days after receipt of each application for payment, certify approval of payment in writing to the Owner and present the application to the Owner, or return the application to the General Contractor indicating in writing its reasons for

refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the Consultant, will issue payment on or within thirty (30) Business Days from the date received from the Consultant. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

30.3 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at an off jobsite location agreed to in writing by the Owner that meets the manufacturer's requirements for the stored material and not-comingled with other material, the General Contractor shall furnish the following:

30.3.1 A list of the materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices.

30.3.2 Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

30.3.3 A letter from the Surety indicating that the Surety agrees to the arrangements and that payment to the General Contractor shall not relieve either the General Contractor or its Surety of their responsibility to complete the Work.

30.3.4 Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

30.3.5 Evidence that representatives of the Consultant have visited the General Contractor's place of storage and checked all items listed on the General Contractor's certificate. They shall certify, insofar as possible, that the items are in agreement with the Specifications and approve their incorporation into the Project.

30.4 The Owner will pay 80% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

30.5 The General Contractor's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the General Contractor's obligations reflected in prior applications for payment.

30.6 Each payment made to the General Contractor shall be on account of the total amount payable to the General Contractor and the General Contractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving General Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

30.7 Prior to submitting the first application for payment, the General Contractor shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for General Contractor's applications for payment and may be used by the Owner to

determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

30.8 Retainage – The Owner will retain ten percent (10%) of the General Contractor’s progress payments until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in Article 28.4.1 above, the Owner shall retain five percent (5%) of the total contract amount until Substantial Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term “in full compliance” shall mean 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents. Subsequent to the issuance of the Substantial Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner, the amount of retainage may then be reduced and a sufficient sum retained by Owner to assure completion of the remaining unfinished Work. Retainage reduction as provided for in this Article 30.8 is contingent upon the General Contractor and/or Sub-contractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents

30.8.1 In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:

30.8.1.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

30.8.1.2 Action required by the Owner to correct Defective Work or complete Work which the General Contractor has failed or refused to correct or complete, or

30.8.1.3 Failure of the General Contractor to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the General Contractor to make payment properly to Sub-contractors; suppliers of material, services or labor; or to reimburse the University for utilities or other services as provided for in the Contract;

30.8.1.5 Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

30.8.2 When the Owner is satisfied that the General Contractor has remedied any such deficiency, payments shall be made of the amount being withheld on the next scheduled application for payment.

30.9 Final Payment – When all Work is completed and acceptable and the Contract is fully performed, the General Contractor will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the General Contractor of all required documents and releases, all retained amounts shall be paid to the General Contractor as part of the Final Payment. By accepting such payment, the General Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the General Contractor, or any vendors or material suppliers, have been paid or will be paid from the

proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

30.10 The General Contractor shall promptly pay each Sub-contractor and material supplier upon receipt of payment from the Owner the amount to which said Sub-contractor and supplier is entitled, reflecting the percentage actually retained from payments to the General Contractor on account of such Sub-contractor's work. The General Contractor shall, by an appropriate Agreement with each Sub-contractor and material supplier, require each Sub-contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

30.10.1 The Consultant may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the General Contractor and the action thereon by the Consultant.

30.10.2 Neither the Owner nor the Consultant shall have any obligation to make payment to any Sub-contractor or material supplier except as may otherwise be required by law.

## **ARTICLE 31 - AUDITS**

31.1 The General Contractor's Trade Contractors', sub-contractors' and/or vendor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner's representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with General Contractor's employees, field and agency labor, Trade Contractors and vendors.

31.2 "Records" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents' reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other General Contractor or contractor records which may have a bearing on matters of interest to the Owner in connection with the General Contractor's dealings with the Owner (all foregoing hereinafter referred to as the "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- Compliance with Contract requirements for deliverables;
- Compliance with approved plans and specifications;
- Compliance with Owner's business ethics expectations;
- Compliance with Contract provisions regarding the pricing of change orders;
- Accuracy of General Contractor representations regarding pricing of invoices; and
- Accuracy of General Contractor representations related to claims submitted by the General Contractor or its payees.

31.3 The General Contractor shall require all payees (examples of payees include Trade Contractors, Sub-contractors, vendors, and/or material suppliers) to comply with the provisions of this Article by including the requirements hereof in a written contract agreement between the General Contractor and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The General Contractor will cooperate fully and will cause all related parties and all of the General Contractor's Trade Contractors and/or subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.

31.4 Owner's authorized representative or designee shall have reasonable access to the General Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall provide adequate and appropriate work space in order to conduct audits in compliance with this Article. The General Contractor and its payees agree bear their costs and expenses relating to any inspections and audits.

31.5 If an audit inspection or examination in accordance with this Article discovers any fraud or misrepresentation, or discloses overpricing or overcharges (of any nature) by the General Contractor to the Owner, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the General Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the General Contractor's invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner's findings to the General Contractor.

31.6 The provisions of Articles 31.1, 31.2 and 31.5 notwithstanding, the Owner shall have the right to conduct inspections and audits of any matter relating to the Contract Documents or the Work, which shall be for the Owner's sole benefit and shall not relieve the General Contractor, its sureties, contractors, subcontractors suppliers and their respective employees and agents of any obligations under the Contract Documents.

31.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the General Contractor, its sureties, contractors, subcontractors, vendors and their respective employees and agents

## **ARTICLE 32- PROGRESS & SCHEDULING**

32.1 The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted in other versions of Primavera scheduling software (Primavera Contractor saved in .xer format, Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions.

3.2 The schedules submitted for this Project shall coordinate Work in accordance with all schedules included in the Owner's approved Program. Construction work shall be scheduled and executed such that operations of the University are given first priority. This applies particularly to outages and restriction of access.

32.2.1 The schedules submitted for this Project shall not exceed time limits established for the Project. Schedules which reflect a duration less than the Contract Time are for the convenience of the General Contractor and shall not be the basis of any claim for delay or extension of time.

32.2.2 Schedules shall be revised at appropriate intervals as required by the condition of the Work and the Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

32.2.3 The General Contractor shall also submit a payment schedule indicating the percentage of the Contract Amount and the amount of the anticipated monthly payments that will be requested as the Project proceeds.

32.2.4 The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the General Contractor.

32.3 The General Contractor shall prepare and keep current, for the Consultant's approval, a separate schedule of submittals coordinated with the General Contractor's CPM construction schedule that provides reasonable time for the Consultant to review the submittals.

32.4 The General Contractor shall cause the work to be performed pursuant to the most recent schedules.

### **ARTICLE 33 - USE OF COMPLETED PORTIONS**

33.1 Upon mutual Agreement between the Owner, General Contractor, and Consultant, the Owner may use a completed portion of the Project after an inspection is made. Such possession and use shall not be deemed as acceptance of any Work not completed in accordance with the Contract Documents, nor shall such possession and use be considered to alter warranty obligations or cause any warranty period to commence prior to Substantial Completion.

### **ARTICLE 34 - INDEMNIFICATION**

34.1 To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the General Contractor, any Sub-contractor or material supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner, its consultants, and their respective employees and agents would otherwise have.

34.2 The General Contractor shall also indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from any claims relating to the Project brought against the Owner, its consultants, and their respective employees and agents by any Sub-contractor unless such claims are due to the gross negligence or misconduct of the Owner or Consultant.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the General Contractor, any Sub-contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the General Contractor or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the General Contractor under this Article shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

## **ARTICLE 35 - INSURANCE**

35.1 The General Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies. Any endorsements required to validate such waiver of subrogation shall be obtained by the General Contractor at the General Contractor's expense.

35.2 The General Contractor shall not commence, nor allow any Sub-contractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.

35.3 Workers' Compensation and Employers' Liability Insurance. The General Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance as defined in the Special Conditions for all employees who will be working at the Project site. In the event any Work is sublet, the General Contractor shall require any Sub-contractor to provide proof of this insurance for the Sub-contractors' employees, unless such employees are covered by insurance provided by the General Contractor.

35.4. The General Contractor shall either require each Sub-contractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Sub-contractors under a blanket form as described below:

35.4.1 Commercial General Liability Insurance. The General Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work. Policies which contain Absolute Pollution Exclusion endorsements are not acceptable. Coverage must include pollution from "hostile fires". Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverages shall be added by endorsement. If the work involved requires the use of helicopters, a separate aviation liability policy as defined in the Special Conditions will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits as defined in the Special Conditions will be required.

35.4.1.1 The limits of liability shall not be less than defined in the Special Conditions.



35.4.2 Comprehensive Automobile Liability Insurance. The General Contractor shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than defined in the Special Conditions.

35.4.3 Excess or Umbrella Liability Insurance. The General Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form commercial general liability insurance, business automobile liability insurance and employers' liability insurance. This policy shall have a minimum as defined in the Special Conditions for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

35.5 Builders Risk Insurance. The General Contractor shall purchase and maintain an "all risk" Builder's Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, General Contractor, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. General Contractor's work performed, and materials to be incorporated into the project and stored on the jobsite, will be covered. Builder's Risk does not include temporary buildings, or General Contractor or General Contractor's tools, equipment, or trailers and contents.

35.6 Insurance Agent and Company Insurance as required in the bidding process of the Project shall be written according to applicable state law in Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS: 304.1-100 and -.110.

## **ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS**

36.1 The General Contractor shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The General Contractor shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the General Contractor or its Sub-contractors for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

36.2 Each bond furnished by the General Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Amount is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amounts.

36.3 The performance and payment bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed resident agent.

## **ARTICLE 37 - DAMAGED FACILITIES**

37.1 The General Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own

forces, Sub-contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

37.2 Water damage to the interior of any building caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own forces, Sub-contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the General Contractor at the General Contractor's expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the General Contractor at the General Contractor's expense.

37.3 For existing buildings, the General Contractor, along with the Owner's Representative and Consultant, will tour the Project site to evaluate existing conditions and determine any existing damage before any Work on this Contract is done.

37.4 Should the General Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the Work/repairs completed and deduct the cost of such Work/repairs from amounts due or to become due to the General Contractor. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

#### **ARTICLE 38- CLAIMS & DISPUTE RESOLUTION**

38.1 All General Contractor's claims and disputes shall be referred to the Consultant for review and recommendation. All claims shall be made in writing to the Consultant and Owner, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the General Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final Payment shall be waived. The Consultant shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of a claim or dispute.

38.1.1 The provisions of Article 43.2 notwithstanding, claims and disputes between the General Contractor and any Sub-contractor or supplier shall not be referred to the Consultant except to request interpretation and/or clarification of the intent of the plans or specifications. Such claims and disputes between the General Contractor and any Sub-contractor shall be resolved between those parties as required by Article 43.4 of these General Conditions.

38.2 The Consultant's decision shall be final and binding on the General Contractor unless the General Contractor submits to the Consultant and the Project Manager a written notice of appeal within fifteen (15) Calendar Days of the Consultant's decision. The General Contractor must present within fifteen (15) Calendar Days of the notice to appeal a narrative claim in writing with complete supporting documentation. After receiving the written claim, the Project Manager will review the materials relating to the claim and may meet with the Consultant and/or the General Contractor to discuss the merits of the claim. The Project Manager will render a decision within thirty (30) Calendar Days after receiving the written claim and supporting documentation. The decision of the Project Manager shall be final and binding pending further appeal as provided for in Article 39. If the Consultant or the Project Manager do not issue a written decision within thirty (30) calendar days after receiving the claim and supporting documentation, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

38.3 If the Project Manager does not agree with the Consultant's decision on a claim by the General Contractor, the Project Manager shall notify the General Contractor and the Consultant and direct the General Contractor to perform the Work about which the claim was made and the General Contractor shall proceed with such Work in accordance with the Project Manager's instruction. If the General Contractor disagrees with a decision of the Project Manager concerning a General Contractor's claim, the General Contractor shall proceed with the Work as indicated by the Project Manager's decision.

38.4 The General Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute, and the Owner shall continue to pay for undisputed work in place.

#### **ARTICLE 39 - CLAIMS FOR DAMAGE**

39.1 Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or other controversy arising under the Contract, such claim or controversy shall be made in writing to the other party within thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of the Capital Project Management Division at the University of Kentucky ("Director") or his designee for the University of Kentucky. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, comprise, pay, or otherwise adjust the claim or controversy with the General Contractor. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the General Contractor. The decision rendered shall be final and conclusive unless the General Contractor files suit pursuant to KRS 45A.245. If the Director, or designee, does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

39.2 Any legal action on the Contract shall be brought in the Franklin Circuit Court and shall be tried by the Court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner. The Owner shall recover from the General Contractor all attorney's fees, costs and expenses incurred to the extent the Owner prevails in defending or prosecuting each claim in litigation of disputes under the Contract. The Owner is the prevailing party under this provision and is entitled to recover attorneys' fees, costs and expenses on a claim-by-claim basis to the extent the Owner successfully defeats or prosecutes each claim. A recovery of a net judgment by the General Contractor shall not be determinative of the Owner's right to recover attorneys' fees, expenses and costs. Rather, such a determination shall be made based on the extent that the Owner successfully defends or prosecutes each distinct claim in litigation under the Contract, even if the Owner does not prevail on every claim. The General Contractor shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

#### **ARTICLE 40 - LIENS**

40.1 The filing and perfection of liens for labor, materials, supplies, and rental equipment supplied on the Work are governed by KRS 376.195 et seq.

40.2 Statements of lien shall be filed with the Fayette County Clerk and any action to enforce the same must be instituted in the Fayette Circuit Court, pursuant to KRS 376.250 (2).

40.3 The lien shall attach only to any unpaid balance due the General Contractor for the improvement from the time a copy of statement of lien, attested by the Fayette County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

#### **ARTICLE 41 - ASSIGNMENT**

41.1 Neither party to the Contract shall assign the Contract, or any portion thereof without the prior written consent of the other, which consent may be granted or withheld in the granting party's sole and absolute discretion. The General Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the General Contractor has the prior written approval of the Owner (which approval may be granted or withheld in the Owner's sole and absolute discretion) and the Surety on the General Contractor's bond has given written consent to any such assignment.

#### **ARTICLE 42 - SEPARATE CONTRACTS**

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by University personnel, such contracts shall be assignable to the General Contractor and shall contain the same terms and conditions as the contracts between the General Contractor and the Sub-contractors. The General Contractor will be entitled to a maximum of 7% total fee on the value of such assigned contracts. The General Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Consultant may direct.

42.2 Should the General Contractor cause damage to any separate contractor on the Work, and the separate contractor sues the Owner on account of any damage alleged to have been so sustained, the General Contractor shall be responsible for all costs, attorney's fees and expenses incurred by the Owner for defending such proceedings unless the Owner prevails on behalf of the General Contractor in which case fees and expenses will be the responsibility of the separate contractor and if any judgment against the Owner arises therefrom, the General Contractor shall pay or satisfy it and shall pay all costs, attorney's fees and expenses incurred by the Owner.

42.3 If any part of the General Contractor's Work depends upon the work of any other separate contractor, the General Contractor shall promptly report to the Consultant any observed defects in such work that render it unsuitable for proper execution connection. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to defects which may develop in the other contractor's work after the execution of the work.

42.4 Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.

#### **ARTICLE 43 - GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP**

43.1 The General Contractor is fully responsible to the Owner for the acts and omissions of the Sub-contractors and of persons either directly or indirectly employed by them. The General Contractor is responsible for the acts and omissions of persons employed directly by the General Contractor and for the coordination of the Work, including placement and fittings of the various

component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Sub-contractors, will be paid by the Owner.

43.2 Except as otherwise provided in these Contract Documents, the General Contractor agrees to bind every Sub-contractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the General Contractor shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The General Contractor shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The General Contractor shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Sub-contractor, Trade Contractor or Supplier, nor shall the General Contractor include any language in their contracts with any Sub-contractor, Trade Contractor and/or Supplier that might imply such a relationship. The General Contractor is hereby notified that it is the General Contractor's contractual obligation to settle disputes between Sub-contractors, Trade Contractors, and/or Suppliers. Neither the Owner nor the Consultant will settle disputes between the General Contractor and any Sub-contractor, Trade Contractor, and/or Supplier or between Sub-contractors, Trade Contractors, and/or Suppliers.

43.4.1 The Owner does not waive sovereign immunity under KRS 45A.245(1) for any claim or claims made by parties not having a written contract with the University of Kentucky.

43.4.2 Third party and/or flow-through type claims, from Sub-contractors and/or suppliers or any other entity not having a written contract directly with the University, are specifically prohibited by this Contract and no provision of the General Contractor's contracts with such entities shall indicate otherwise.

43.4.3 The General Contractor shall indemnify and hold harmless the Owner and its agents and employees from any claims relating to the Project brought against the Owner by any of the General Contractor's Sub-contractors or suppliers, or between their sub-contractors or suppliers.

#### **ARTICLE 44 - CASH ALLOWANCE**

44.1 The General Contractor is to provide or require the Sub-contractor(s) to include in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable material items and only with the prior written approval of the Owner.

#### **ARTICLE 45 - PROJECT SITE LIMITS**

45.1 The General Contractor shall confine the apparatus, the storage of materials, and the operations of Workmen to Project site limits indicated in the Contract Documents and as permitted by law, ordinances, and permits, and shall not unreasonably encumber the site with materials and equipment.

#### **ARTICLE 46 - CLEAN UP**

46.1 The General Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit

doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

46.2 At the completion of the Work, and prior to final inspection and acceptance, the General Contractor shall remove all remaining waste materials, rubbish, General Contractor's construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the General Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the General Contractor.

#### **ARTICLE 47 - POINTS OF REFERENCE**

47.1 The General Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the General Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance.

#### **ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT**

48.1 Reference to or the listing of items to be incorporated in the construction without referring to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall be interpreted as establishing the general intent of the Contract and the general standard of quality for that item.

48.2 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, with the words "or equal", shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.

48.2.1 Substitution of other equipment and materials as "or equal" to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Contractor has the burden to prove equality of any substitution requested.

48.3 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words "or equal", shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

48.3.1 In the event the Contract Documents contain specific reference to two (2) or more items as described in Article 48.3, any of those listed will be acceptable.

48.4 Substitution of equipment and materials previously submitted by the Contractor and approved by the Consultant will be considered only for the following reasons:

48.4.1 Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

48.5 In substituting materials or equipment, the Contractor assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite consultant approval, and all costs associated with the substitution shall be the responsibility of the Contractor. The Consultant shall be reimbursed by the Contractor for any architectural or engineering revisions required as the result of such substitutions.

48.6 Inclusion of a certain make or type of materials or equipment in the Contractor's bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the Contract Documents and any such substitutions in the preparation of the bid without written approval shall be at the sole risk of the Contractor.

#### **ARTICLE 49 - TEST AND INSPECTION**

49.1 Regulatory agencies of the government having jurisdiction may require any Work to be inspected, tested or approved. The General Contractor shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the Consultant the required certificates of inspection, testing or approval.

49.2 The General Contractor shall give the Consultant timely notice of readiness of the Work for all inspections, tests or approvals.

49.3 The technical specifications may indicate specific testing requirements to be performed by the General Contractor. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the General Contractor. Testing shall be completed using a testing facility or laboratory approved by the Owner.

49.4 The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the General Contractor.

#### **ARTICLE 50 - WARRANTY**

50.1 The General Contractor warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Owner, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the General Contractor requests approval of a substitution of material or equipment, the General Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The General Contractor explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the General Contractor shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the General Contractor is entitled from manufacturers, suppliers, and Sub-contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the General Contractor to replace defective material and equipment and re-execute defective Work which

is disclosed to the General Contractor by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one (1) year from Substantial Completion as provided for by law or by the Contract Documents.

50.2 Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the General Contractor or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The General Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at the General Contractor's own expense. The General Contractor shall be liable for correction of all damage resulting from defective Work. If the General Contractor fails to remedy any defects or damage, the Owner may correct Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable from the General Contractor or the surety. The Owner will give notice of observed defects with reasonable promptness.

50.3 The General Contractor shall guarantee that labor, material, and equipment will be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract pursuant to Article 23 in addition to warranty obligations which extend beyond one year from Substantial Completion. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this warranty.

50.4 Should the General Contractor be required to perform tests that must be delayed due to climate conditions, it is understood that such tests will be accomplished by the General Contractor at the earliest possible date with provisions of the general warranty beginning upon satisfactory completion of said test. The responsibility of the General Contractor under this Article will not be abrogated if the Owner should elect to initiate final payment. If the Owner initiates final payment, consent of General Contractor's surety acknowledging that Work not yet tested is required. The General Contractor shall warrant that the entire Project will conform to the Contract Documents.

50.5 In addition to the foregoing, the General Contractor shall warrant for a period of one (1) year that all buildings and other improvements constructed as a part of the Work shall be watertight and leak proof at every point and in every area. The General Contractor shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the General Contractor's expense, (a) do any work to be necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, fences and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The General Contractor shall address and resolve to the Owner's satisfaction any warranty claims made by or on behalf of the Owner during the above described warranty period and all repairs and replacements made by the General Contractor pursuant to this Article 50 shall be warranted by the General Contractor, on the terms set forth in this Article 50, for a period of time commencing upon the completion of such repairs and replacements and ending on the later of (a) the expiration of the one (1) year warranty period provided for above or (b) six (6) months after the date such repair or replacement is completed.

50.7 All costs, attorney's fees and expenses incurred by the Owner as a result of the General Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the General Contractor.



**ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/2017)**

**ARTICLE 52 - APPRENTICES**

52.1 Apprentices (for all classifications of work) shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship and Training, United States Department of Labor.

**ARTICLE 53 - GOVERNING LAW**

53.1 This Contract and all issues and disputes arising out of this Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

**ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT**

54.1 During the performance of the Contract, the General Contractor agrees as follows:

54.1.1 The General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The General Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability in employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The General Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

54.1.2 The General Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the General Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability in employment.

54.1.3 The General Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the General Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

54.2 Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.

**ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS**

55.1 The General Contractor and any Sub-contractor is exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Opportunity Act of 1978, KRS 45.550 to KRS 45.640 "The Act", if any of the following conditions are applicable:

55.1.1 The sub-contract awarded is in the amount of two hundred and fifty thousand dollars (\$250,000.00) or less, and the amount of the sub-contract is not a subterfuge to avoid compliance with the provisions of the Act;

55.1.2 The General Contractor or Sub-contractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The General Contractor or Sub-contractor employs only family members or relatives;

55.1.4 The General Contractor or Sub-contractor employs only persons having a direct ownership interest in the business and such interest is not a subterfuge to avoid compliance with the provisions of The Act.

55.2 The General Contractor and any Sub-contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire DBE's from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the General Contractor or Sub-contractor have collective bargaining agreements be unwilling to provide sufficient DBE's to satisfy the agreed upon goals and timetables, the General Contractor and Sub-contractors shall hire DBE's from other sources within the drawing area.

Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disabled Veterans and Disabled make up Diverse Business Enterprises (DBE)

55.2.2 The equal employment provisions of The Act may be met in part by the General Contractor contracting to a Diverse Business Enterprise (DBE) contractor or Sub-contractor.

55.2.3 Each General Contractor shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to its employment practices and Work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the General Contractor is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such General Contractor ineligible to submit proposals on further contracts until such time as the General Contractor complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, no General Contractor shall be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

# 010000S03- Medical Center Project Manual - General Contractor

## MEDICAL CENTER PROJECT MANUAL for GENERAL CONTRACTOR CONTRACTS

Amend Article 10.3 of the Special Conditions to read:

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 by CPMD).
- (6) Hospital Representative
- (7) Medical Center Physical Plant Representative

Amend Article 24.2.1.2 of the Special Conditions to read:

### 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 work with PPDPMC as outlined below to facilitate the outage. The established standard within the University Departments and Divisions of a section of a building shall be a written request prior to outage in the time frames noted below. 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.

24.2.1.2.a. Minor outages require three working days advance notice. Major outages require a two week minimum notice. Giving such notice does not guarantee the outage will occur on the date requested. (HVAC, RO Water, Security, Pneumatic)

24.2.1.2.b. PPDPMC has an Outage Coordinator who will research and record all the pertinent information necessary to schedule the outage. PPD employees, departments, operations, etc. will be notified by the Outage Coordinator about the pending outage.

24.2.1.2.c. The Outage Coordinator will document the work necessary to schedule, noting any difficulties that cannot be solved.

24.2.1.2.d. The Outage Coordinator will schedule the outage and notify contractor. If outage cannot be scheduled, they will notify appropriate parties.

24.2.1.2.e. The Outage Coordinator will make all notifications to affected personnel and will alert the proper staff so necessary preparations can be made within the affected areas.

24.2.1.2.f. When work has been completed, the Outage Coordinator, or his designate, will notify affected personnel that the system is back in service.

24.2.1.2.g. Contractors DO NOT have the authority to turn utilities off or on. This should only be done by the PPDPMC Outage Coordinator.

Amend Article 33 of the Special Conditions to read:

# 010000S03- Medical Center Project Manual - General Contractor

## ARTICLE 33 EMERGENCY VEHICLE AND FIRE TRUCK ACCESS

33.1 Access to the Medical Center Loading Dock must be maintained during construction for local fire truck access to the fire alarm annunciator panels located adjacent to the loading dock. General Contractor shall coordinate with the local fire department that would respond to an alarm during the initial start up of construction to ensure a complete understanding of their requirements.

**The following Articles are in addition to, and take precedence over the provisions of the Special conditions for the Project.**

## ARTICLE 46 LOADING DOCK

- 46.1 All demolition materials will be brought through the loading dock to the dumpster.
- 46.2 All new material and equipment, except for items requiring use of the front entry, shall be delivered to the main loading dock.
- 46.3 The loading dock shall be the primary access for construction workers. Construction workers shall use stairway near the designated elevator.

## ARTICLE 47 CONSTRUCTION PATH

- 47.1 Elevator No. \_\_\_ **(INSERT NO.)**, as indicated in Drawings, may be used by construction workers and material access EXCEPT during the hours of \_\_\_\_\_ **(INSERT TIME)**.
- 47.2 All materials and equipment are to be brought into the hospital through elevator no. \_\_\_ **(INSERT NO.)**, except for large equipment and casework. General Contractor shall identify time and schedule to allow accessing such items through \_\_\_\_\_ **(INSERT)**, and shall coordinate same with the Owner's Project Manager.

## ARTICLE 48 HOSPITAL PROJECT PROCEDURE:

- 48.1 This Project involves part of a fully functioning Hospital and teaching facility. During the construction of the new Work and all renovation, the Hospital is to remain fully functioning. No service offered by the Hospital will be allowed to be interrupted. This will require careful scheduling and consultation with the Owner and the Consultant. The Hospital will attempt to cooperate as much as possible but their need to provide full medical care will supersede any construction aspect.
- 48.2 The General Contractor shall organize his Work so that the Work shall cause a minimum of interference and disturbance to the Owner. A major portion of the Work will occur over an occupied----**TYPE OF SPACE---**. The remaining work is above the **--TYPE OF SPACE-----**. This will require anticipation and careful scheduling of any noisy work above the area, or access through the area.
- 48.3 Coordination shall occur between the General Contractor and the Owner regarding access to areas outside of the immediate designated construction areas, including access to room's adjacent horizontal, or vertical that the General Contractor may need to access in order to run/connect utilities. Coordination for access shall be discussed in the monthly Progress Meetings as required by Article 10 of these Special Conditions. General Contractor shall also provide to the Owner written notice, one week prior to the anticipated need for access. Approval for access to the adjacent areas must be received by the General Contractor, prior to final scheduling of the Work. Failure to notify the Owner of the need for access will result in the stoppage of Work in the area for which access is required until approval is obtained. Any additional cost for such stoppage will be the General Contractor's responsibility.

# 010000S03- Medical Center Project Manual - General Contractor

48.4 No live electrical wiring, including temporary lighting, may be left exposed in areas of public or staff access.

48.5 In no instance may a corridor be blocked or its clear width reduced to less than 4'0".

48.6 "NOISY WORK": Areas to receive noisy Work above **--indicate areas of the facility---**. The General Contractor shall utilize tools or equipment of low velocity or drilling to limit the noise generated from Work which will be disruptive to patients. Any hammer drilling and impact type tools/equipment which are to be utilized in the Work by the General Contractor shall be strictly limited. Falling materials that damage ceilings, walls, pipes, and equipment shall become the General Contractor's responsibility to repair and/or replace at no cost to the Owner.

48.7 The General Contractor is hereby advised that any noisy Work which is disruptive will be required to stop upon notice from Owner's Project Manager. General Contractor will be notified by Owner's Project Manager when noisy Work can resume. General Contractor shall notify Owner's Project Manager 48 hours prior to the start of any noisy Work.

- Noisy work shall be performed after 6:00 p.m. and before 7:00 a.m.
- Perimeter wall construction around the Work Area shall be erected after 6:00 p.m. and before 7:00 a.m.
- All bulky materials shall be delivered after 6:00 p.m. and before 7:00 a.m.

## ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL

49.1 Normal Work hours are defined as a period between 7:00 a.m. to 5:00 p.m., Monday through Friday. General Contractor shall notify Owner's Project Manager one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

## ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

50.1 Security badges will be required for all construction personnel at General Contractor's cost of \$15.00 (**Confirm Price of Badges**) each from Hospital Security located in Pavilion A room A.00.807. Badges for Good Samaritan can be obtained in the Human Resources Office at the Good Samaritan Hospital, Room B102, for vendors working at Good Samaritan Hospital. Each badge will contain a picture, name and firm name. A UKHC identification badge must be worn on the upper torso at all times when working on UKHC property. No pins or labels shall be attached.  
If you report to work without your badge, you must proceed to the Security Office in Pavilion A room A.00.807 or Good Samaritan Human Resources Office B102 to purchase a temporary badge. If your badge is lost or stolen, report it to Security, 859-323-6946, immediately. The contractor or employee must pay for all badges. Cash or check only is accepted for payment. New badges are \$15.00 and must be renewed annually with \$15.00 annual renewal fee.

50.2 The General Contractor's and subcontractors are responsible for the security of their own materials, tools, and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment. The General Contractor shall coordinate with Medical Center Security prior to entering spaces other than Contraction Limits.

50.3 This General Contractor shall assist in providing workers schedule to Medical Center Security personnel when it is evident his workmen will have access to unsecured areas within the building after normal work hours.

50.4 This General Contractor shall secure the Project Limits for safety of building users working in adjacent spaces.

50.5 Any General Contractor having a field office or job trailer shall provide a key to the Owner's Project Manager, only to be used in the case of fire or security emergency.

# 010000S03- Medical Center Project Manual - General Contractor

50.6 The Owner will provide construction cores for keying during the life of the project and permanent cores at conclusion of construction. Hardware supplier to coordinate with University Key Shop.

50.7 Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

50.8 Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

## ARTICLE 51 – HOSPITAL CONSTRUCTION CERTIFICATION

51.1 This Project involves working in a fully functioning Hospital. Individuals responsible for the work occurring on the site should be thoroughly familiar with the hazards and procedures associated with construction in the healthcare environment.

51.2 All superintendents and foremen for the General Contractor and the Mechanical and Electrical sub-contractors shall be required to hold at least one (1) of the certifications listed below from the associated organizations prior to working in the UK Albert B. Chandler Hospital or UK Good Samaritan Hospital. Any other trade contractor with more than four (4) individuals working on the site at one (1) time shall have one individual who holds at least one of the certifications listed below from the associated organizations prior to working in the UK Albert B. Chandler Hospital or UK Good Samaritan Hospital.

Healthcare Construction Certificate - American Society for Healthcare Engineers  
Certified Healthcare Contractor – Kentucky Society of Healthcare Engineers

51.3 Should the required certifications not be in effect at the date of the work order, the University project manager may, at his or her discretion, grant a grace period for the required training.

**The Form of Proposal should include the following: FP-10 - Please provide a copy of a valid Healthcare certification for the listed Superintendent.**

## ARTICLE 52 – APPEARANCE

52.1 All contracted vendors performing work for The University of Kentucky HealthCare facilities must dress in a professional manner. A company uniform is preferred; however, if one is not provided, dress shall include work pants and a work shirt. All hats must either have the company logo or be a solid color with no logo. Casual sportswear such as blue jeans, shorts, sweat suits, t-shirts, or tank tops are not approved apparel. Clothing must be clean, and without rips or tears. The attire is intended to portray the image of well groomed, professional individuals.

Failure to comply can lead to the vendor being asked to leave the premises until the issues have been resolved.

## ARTICLE 53 - HIPAA (The Health Insurance Portability and Accountability Act)

53.1 While working on the University of Kentucky Medical Center you will encounter patients or research and must follow the HIPAA guidelines. We must protect the well being of patients, families and visitors as well as any and all research projects that are vital to the University. You shall respect the privacy of our patients, their families and any research that you may encounter while on campus.

For a complete understanding of the HIPAA Rules & Regulations please visit:

<http://www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1>.

# 010000S03- Medical Center Project Manual - General Contractor

## ARTICLE 54 – SAFETY & FIRE PROCEDURES

### 54.1 Paging Codes

The UK HealthCare facilities use specific codes to alert staff about hazards or potential hazards in the area, and to call designated staff to action. These codes are designed to communicate information to those that need it without unduly alarming patients and visitors. All persons working in the facility are to take the appropriate action should a code be announced. Designated staff members have assigned roles in response to these codes. You may be asked to stop work and secure your area in response to any of these codes.

A list of pertinent codes are outlined below:

- Code Black: Bomb/Bomb Threat
- Code Blue: Medical Emergency (adult or pediatric)
- Code Pink: Infant or Child abduction
- Code Red: Fire
- Code Silver: Active Shooter
- Code Yellow: Disaster plan activation (internal or external)
- Assistance please (location): Uncontrolled individual

### 54.2 Fire Procedures

#### 54.2.a. Fire Notification

UK HealthCare has a fire prevention program to protect patients, visitors, and staff from the dangers of fire. As a part of your orientation to this facility, please locate the fire alarms, extinguishers, and evacuation routes within or adjacent to the project site.

If fire, smoke, or excessive heat is detected within the UK HealthCare facilities, the fire notification system is activated. You will hear chimes over the paging system, followed by “code red” and the location of the alarm. In addition, the alarm system is activated periodically for fire drills and system testing.

When an alarm is activated, smoke and fire doors throughout the building will close. Staff will close doors to patient rooms, clear corridors, and implement other response procedures.

In all UK HealthCare facility buildings with exception of the Hospitals you must evacuate immediately when the fire alarm sounds. In the Hospitals, you will be able to remain in the project site throughout the response. Please listen carefully to the overhead paging announcements for instructions that might affect you. If an order is given to evacuate, please secure the project site and exit the building.

#### 54.2.b. Your Role in Fire Response

As a Contractor, you have a role in fire response.  
If you discover a fire in your area:

Rescue anyone in immediate danger, if possible.  
Activate the nearest fire alarm and call 911.  
Contain, close doors that line the corridor.  
Extinguish, if possible, and evacuate, if necessary.

#### 54.2.c. Building Life Safety Features

UK HealthCare facilities are constructed with many life safety features to protect building occupants from fire. You must know the location of the following:

# 01000S03- Medical Center Project Manual - General Contractor

Fire Alarms

Fire Extinguishers

Emergency Exits

Evacuation Routes

Medical Gas Valves for the area in which you are working. Contractors/vendors are NEVER to close medical gas valves

If any life safety system must be taken out of service, you must coordinate the outage with the PPD Project Manager and the PPD Outage Coordinator prior to beginning work. You must put in place a temporary but equivalent system approved by the Campus Fire Marshall.

The UK HealthCare Medical Facilities are composed of smoke and fire compartments designed to contain the hazard should a fire break out. If a rated fire, smoke, or corridor wall is penetrated, you must patch the wall using a UL listed firestop assembly the day that the penetration is made.

## **ARTICLE 55 - Interim Life Safety Measures (ILSM)**

The University of Kentucky has established an Interim Life Safety Program (ILSM) to manage safety hazards that could be created by construction, renovation, internal disaster, or other alteration to UK HealthCare buildings or grounds.

A review will be done for every project and will be implemented when a life safety code deficiency or other hazard places building occupants at significant risk. When life safety systems are impaired, the Hospital Safety Officer, Contractor, or designee, will use established criteria to evaluate the risk and to implement appropriate ILSM to compensate for these deficiencies.

When construction or renovation poses other significant safety hazards, the safety officer and contractor or designee will implement other safety measures appropriate to the situation.

### Planning for Interim Life Safety Measures

The Hospital Environment of Care Committee has approved criteria to be used to help determine appropriate ISLM to implement when a life safety code deficiency is identified.

The Hospital Safety Officer, or designee, will participate in or review documentation from project development, pre-construction, and construction progress meetings to ensure that safety issues and concerns are identified and addressed proactively, whenever possible.

UK project manager will notify the Hospital Safety Officer prior to the start of any construction or renovation project and prior to the start of a new project phase. The Key project participants will identify safety issues, concerns, and methods of maintaining a safe work environment.

The Safety Officer and UK staff will regularly inspect all construction sites. The Safety Surveillance Team will conduct regular building inspections to identify risks and hazards.

### Criteria for Implementation of Interim Life Safety Measures (ILSM) at the University of Kentucky HealthCare Facilities.

In general, the Safety Officer or designee will use the criteria below to determine appropriate interim life safety measures. In all cases, additional measures may be taken, if warranted, to protect the building's occupants.

When the integrity of an exit access, exit, or discharge area is altered or compromised:



## 01000S03- Medical Center Project Manual - General Contractor

- Ensure free and unobstructed exit
- Ensure escape route for construction workers
- Provide additional training for UK staff and signage when alternative exits are designated
- Increase debris removal schedule to reduce building's flammable and combustible load to lowest feasible level
- Conduct at least two fire drills per shift per quarter
- When the integrity of a building's defend-in-place compartments/features (fire barriers, smoke barriers, floor slabs, corridor wells) are significantly compromised
- Ensure that construction partitions are smoke-tight and built of noncombustible or limited combustible materials

When a building's fire alarm, detection, and/or suppression systems are impaired:

- Implement temporary but equivalent, fire alarm, detection, or suppression systems
- Inspect and test temporary systems monthly
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials
- Provide additional fire-fighting equipment & train staff to use

When temporary sources of ignition (cutting, welding, plumber's torch) are involved:

- Initial contractor will provide hot work permit and follow its guidelines
- Ensure free and unobstructed exits
- Ensure fire alarm, detection, and suppression systems are in working order
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Decrease combustible load to lowest feasible level

When large quantities of combustibles or debris are present or involved:

- Increase debris removal schedule
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible material

### Infection Control

When an employee is working in any patient care area or on any patient care equipment, he/she must follow the standard precautions outlined below:

- Wear gloves when there is a possibility that you will touch any body substances or equipment contaminated by body substances (blood, urine, feces, wound drainage, oral secretions, sputum, and vomitus.)
- Wear a fluid resistant gown, masks and/or goggles when there is any possibility that your eyes, mucous membranes or clothing will be splashed or sprayed by body substances or exposure to contaminated equipment.
- During construction/renovation projects or in situations when plumbing is inadvertently interrupted, it is recommended that personnel wear appropriate personal protective equipment. Traffic must be restricted from this area.
- Discard all personal protective clothing in accordance with standard precautions.
- Wash hands thoroughly with antibacterial soap immediately following work.
- Eating, drinking and smoking are restricted to designated areas.

# 01000S03- Medical Center Project Manual - General Contractor

## Infection Control Policy for construction at the University of Kentucky Healthcare Facilities

It is the policy of the University of Kentucky HealthCare to prevent illness in patients related to construction dust and airborne fungi. This document spells out requirements that contractors with University of Kentucky Chandler and Good Samaritan Hospital and in-house workers should follow in order to minimize risks of construction to our patients.

### Classification of Jobs:

Class I: These projects do not generate appreciable dust or airborne particulate matter. Examples include minor plumbing, electrical, carpentry and duct work; some aesthetic improvements; installation of phones, computers, gas and TV hook-up lines in existing conduits, etc.

Class II: These projects generate dust or other airborne particulate matter and hence require barrier precautions. Examples include construction of new walls; construction of new rooms; major utility changes; major equipment installation; demolition of wallboard; plaster, ceramic tile, ceiling and floor tile removal; removal of windows; removal of casework, etc. Routine maintenance where dust is produced in patient care areas is included. These projects must follow construction standards for the hospital.

### Sequence of Events:

UK project manager will work with the Infection Control Department to determine if the project is Class I or Class II based on an ICRA (Infection Control Risk Assessment) evaluation completed by the Infection Control Department.

The project manager should invite a representative of Infection Control to the initial design meeting for the project (and other meetings as appropriate).

The ICRA will be posted on the job site and must be adhered to throughout the project unless otherwise determined by the Infection Control Representative.

### Ventilation System

- All ventilation systems to operating rooms, recovery rooms, delivery rooms, newborn nurseries and special care units will have a HEPA filtered clean air supply. These systems will be maintained and serviced according to the established preventive maintenance programs to assure clean air supply.
- Patient rooms which house patients with air-borne infections (requiring negative pressure) will be inspected according to the preventive maintenance program to prevent the spread of potential air-borne pathogens.
- Personnel performing routine maintenance or repairing ventilation systems of negative pressure should wear a NIOSH approved respirator.
- Personnel entering rooms housing known or suspected TB patients are required to wear a properly fitted NIOSH approved respirator.

### Aspergillums

Aspergillums are a microbial contaminant which can cause serious complications for patients who are susceptible or in a high risk category. Most nosocomial airborne mold infections are caused by aspergillums; species. This species is widely distributed in our natural environment and can grow on almost anything. When ceilings or walls are disturbed, or activity associated with normal renovations or maintenance, it results in airborne disbursements of particulate matter (dust), which may carry aspergillums spores and infect patients.

# 010000S03- Medical Center Project Manual - General Contractor

UK and its contractors will make every effort to minimize the release of aspergillums in high risk areas. Renovation in or adjacent to high risk areas will be controlled through proper separation and HEPA air flow filtering to reduce the potential dangers to patients. The method used to control dust control must be reviewed by and approved by the Infection Control Department. High risk areas are defined as follows:

Any area a patient with an immune compromised system will be put in additional harm's way by your service or act of service.

No major construction shall occur in the Transplant Clinic without involvement of the Transplant Department Director. The area must be vacated of patients before any such work can occur.

## Procedure:

- Before construction begins contact Infection Control at 859-323-4609.
- Proceed cautiously when removing or installing ceiling tiles in the high risk areas.
- On major construction/renovation, air tight partitions shall separate the renovation site from other space occupied by patients. The barrier shall be tested for tightness. Ventilation leading from the area being renovated should be blocked at its point of exit from the room.
- HEPA filtration of air will be required
- Whenever possible, create a negative air flow on the construction/renovation site.
- Keep the work area as clean and dust free as possible.
- Ensure that infection control measures are in effect.
- Use sticky mats outside of barrier.

## Infection Control Oversight

- Infection Control must inspect work site before demolition/construction begins.
- Infection Control will make periodic visits to work site to ensure compliance ICRA standards.
- Contractors will receive information and education about Infection Control Standards at the preconstruction meeting

**The Form of Proposal should include the following: FP-10 - Please provide a copy of a valid Healthcare certification for the listed Superintendent.**

**SEE THE FOLLOWING ATTACHMENTS A THROUGH C.**

# 010000S03- Medical Center Project Manual - General Contractor

## ARTICLE 8.7.3 Attachment A – Unifomat Component List

SAP Object Type No.	Component Name
D5030.0232	Access Control Panel
D3050.0110	Air Conditioning Comp Rm Unit
D3030.0610	Air Conditioning Compressor
D3030.0620	Air Conditioning Condensing Unit
D3050.0120	Air Conditioning Pkg Rooftop Unit
D3050.0130	Air Conditioning Pkg Terminal Unt
D3030.0630	Air Conditioning Split System
D3050.0140	Air Conditioning Unit Package
D3050.0150	Air Conditioning Unit Window
D3050.0710	Air Curtain / Heater
D2090.0120	Air Dryer
D3010.0443	Air Eliminator
D3040.0110	Air Handling Unit
D5090.0220	Auto Transfer Switch - Electrical
	Automatic Door Operator
D2020.0330	Backflow Preventers
D3020.0110	Boiler, Steam System
D5030.0241	Camera
D5030.0231	Card Access System
D3030.0300	Chiller, Reciprocate
E1090.0250	Chutes & Collectors
D5010.0510	Circuit Breaker Panel
F1020.0230	Clean Rooms
F1020.0240	Cold Storage Rooms
D2090.0110	Compressor, Air
D3060.0250	Controls, Building System
E1090.0317	Cooler, Commercial
D3030.0510	Cooling Tower, Packaged
D2010.1300	Copper Silver Ion Equipment
D4090.0510	Dampers Fire
D4090.0500	Dampers Fire/Smoke
D4090.0520	Dampers Smoke
D3050.0400	Dehumidifiers
D2090.0200	Deionized Water System
E1090.0391	Dishwasher, Commercial
B2030.0160	Door, Auto Entrance

## 01000S03- Medical Center Project Manual - General Contractor

B2030.0100	Door, Exterior Entrance
C1020.0330	Door, Fire Separate
C1020.0320	Door, Smoke Partition
D2010.0800	Drinking Fountain
D5010.0350	Electric Switchboard
E1030.0310	Elevator, Dock Leveler
D1090.0120	Elevator, Dumbwait Electric
D1090.0130	Elevator, Dumbwait Hydraulic
D1010.0140	Elevator, Hydraulic Freight
D1010.0120	Elevator, Hydraulic Passenger
D1010.0230	Elevator, Platform Lift
D1010.0240	Elevator, Sidewalk Lift
D1010.0130	Elevator, Traction Freight
D1010.0110	Elevator, Traction Passenger
D1010.0220	Elevator, Wheelchair Lift
D2010.1100	Emergency Eyewash
D2010.1000	Emergency Eyewash/Shower
D5090.0810	Emergency Generator
D2010.1200	Emergency Shower
D3050.0600	Energy Recovery Unit
F1020.0260	Environmental Unit
D3040.0120	Fan
D3050.0520	Fan Coil Unit
D3040.0122	Fan, Axial
D3040.0121	Fan, Centrifugal
D3040.0410	Fan, Exhaust
D5030.0141	Fire Alarm Annunciator
D5030.0134	Fire Alarm AV Devices
D5030.0139	Fire Alarm Door Holder
D5030.0144	Fire Alarm Duct Detector
D5030.0133	Fire Alarm Heat Detectors
D5030.0136	Fire Alarm Horns
D5030.0131	Fire Alarm Panel
D5030.0135	Fire Alarm Pull Station
D5030.0137	Fire Alarm Signal Speaker
D5030.0132	Fire Alarm Smoke Detectors
D5030.0130	Fire Alarm System
D5030.0138	Fire Alarm Visual Signal Dev
D4030.0200	Fire Blanket & Cabinet
D4030.0100	Fire Extinguisher Cabinet
D4030.0300	Fire Extinguisher Wheeled

## 01000S03- Medical Center Project Manual - General Contractor

D4090.0300	Fire Extinguishing System, Clean
D4090.0200	Fire Extinguishing System, CO2
D4090.0400	Fire Extinguishing System, Dry Chemical
D4090.0100	Fire Extinguishing System, Foam
D4090.0000	Fire Extinguishing System, Other
G3010.0310	Fire Hydrant
E1090.0330	Food Cooking Equipment
E1090.0310	Food Stor/Prep Equipment
D2090.0400	Fuel Oil System
D3040.0460	Fume Hood System
D3020.0310	Furnaces
D2030.0260	Grease Trap
D3050.0580	Heat Exchanger
D2020.0260	Heater Domestic Water
D3050.0521	Heater, Cabinet Unit
D3050.0581	Heater, Cast Iron Radiator
D3050.0530	Heater, Fin Tube Radiation
D3050.0540	Heater, Induction Unit
D3050.0560	Heater, Unit
D3050.0570	Heater, Unit Vent
F1040.0700	Heliport System
E1090.0340	Hood/Vent Equip
D3050.0300	Humidifier
E1090.0380	Ice Machines
D5020.0330	Light, Emergency Exterior
D5020.0230	Light, Emergency Interior
D5020.0231	Light, Exit
E1020.0831	Medical Air Compressor
E1020.0900	Medical Gas Alarm
E1020.1000	Medical Gas Area Alarm
E1020.0840	Medical Gas Auto Pressure Switch
E1020.0834	Medical Gas Manifold
E1020.0835	Medical Gas N2O
E1020.0839	Medical Gas Outlet
E1020.0837	Medical Gas Shut-off Valve
E1020.0830	Medical Gas System
E1020.0838	Medical Nitrogen
E1020.0810	Medical Sterilizer Equipment
E1020.0832	Medical Vacuum Pump
D5010.0711	Motor Control Center
D5010.0720	Motor, Electric

## 01000S03- Medical Center Project Manual - General Contractor

D5030.0431	Nurse Call System
E1090.0210	Packaged Incinerator
D3010.0550	Packaged Solar Equipment
D5030.0420	Paging Systems
C1010.0180	Partition Fire Rated
C1010.0190	Partition, Smoke
D1090.0141	Pneumatic Tube Blower
D1090.0142	Pneumatic Tube Station
D1090.0140	Pneumatic Tube System
D1090.0143	Pneumatic Tube Transfer Unit
D3010.0430	Pump
D3030.0710	Pump, Air Source Heat
D3010.0432	Pump, Chilled Water
D2020.0222	Pump, Domestic Hot Water Recirculation
D2020.0221	Pump, Domestic Water Booster
D4010.0111	Pump, Fire
D3010.0431	Pump, Heating Water
D4010.0112	Pump, Jockey Fire
D3030.0720	Pump, Rooftop Heat
D3010.0433	Pump, Steam
D2040.0270	Pump, Sump
D2030.0330	Pump, Waste
D2020.0220	Pump, Water Booster
D3030.0730	Pump, Water Heat
E1090.0315	Refrigerator/Freezer, Commercial
D3040.0123	Return Air Fan
D2090.1200	Reverse Osmosis System
D3030.0420	Scroll Chiller
D4010.0300	Sprinkler, Combo System
D4010.0400	Sprinkler, Deluge System
D4010.0200	Sprinkler, Dry-Pipe
D4020.0100	Sprinkler, Standpipe
D4010.0100	Sprinkler, Wet-Pipe
D3050.0310	Steam Generator
D5010.0840	Switchgear, Medium Voltage
D3010.0441	Tank, Expansion Compressor
D2020.0310	Tank, Expansion Domestic
D2020.0320	Tank, Expansion Reheat
D2090.0410	Tank, Fuel Oil
D3010.0444	Tank, Steam Flash
D5010.0210	Transformer, Low-Volt 2nd

## 010000S03- Medical Center Project Manual - General Contractor

D5010.0410	Transformer, Low-Volt Inter
D5010.0110	Transformer, Main
D3020.0150	Trap, Steam
D5090.0110	UPS - Computer
D5090.0120	UPS - Other
D2090.1310	Vacuum Pump
D3010.0435	VFD - Pump
D3040.0190	VFD HVAC
D5010.0850	VFD/VSD
E1090.0316	Walk-in-Refrigerator
D2090.0210	Water Softener Equipment
D3010.0490	Water Treatment Equipment



# 010000S03- Medical Center Project Manual - General Contractor

## ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

Unifomat	
Component ID	
Component Name	
Description	
Name	
Equipment No.	PPDMC will enter this data
Model No.	
Room Location	
Functional Location	PPDMC will enter this data
Manufacturer	
Supplier	
Installing Contractor	
Serial No.	
Main Work Center	PPDMC will enter this data
Comments(30 char's)	PPDMC will enter this data
Critical	PPDMC will enter this data
JCAH Code	PPDMC will enter this data
Patient Room?	PPDMC will enter this data
Vendor ID	PPDMC will enter this data
Vendor Type	PPDMC will enter this data
Vendor - Other Info	PPDMC will enter this data
Equipment Life	PPDMC will enter this data
Area Serviced	
Contains Lead?	
Contains Asbestos?	
Contains PCBs?	
Motor Frame	
Motor Style	
Motor HP	
Motor Phase	
Motor Volts	
Motor RPM	
Fan CFM	
Fan RPM	
Fan Static	
Fan Type	
Fan RPM 2	
Pump Head	
Pump Inlet	

## 010000S03- Medical Center Project Manual - General Contractor

Pump GPM	
Pump Outlet	
Motor Oper Amps	
Condition	PPDMC will enter this data
Disconnect Location	
Motor FLA	
Belts	
Filters	

# 01000S03- Medical Center Project Manual - General Contractor

## ARTICLE 8.7.3 Attachment C - Example Preventative Maintenance Procedures

Description	Name	Equipment No.	Frequency	Maintenance Procedure	Maintenance Parts & Items
Air Handling Unit	AHU-1	M-12345	Monthly	Check Belts	
Air Handling Unit	AHU-1	M-12345	Quarterly	Grease bearings	Grease type xyz
Air Handling Unit	AHU-1	M-12345	Annually	Replace Belts	Belt model abc-123
Air Handling Unit	AHU-2	M-98765	Monthly	Check Belts	

The blue highlighted column will be filled in by PPDMC.

A F F I D A V I T

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by the University of Kentucky on **Project# 2599.0 / UK-2312-23 BHU Window Corrections.**
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

Subscribed and sworn to before me by \_\_\_\_\_ on this \_\_\_\_\_

day of \_\_\_\_\_, 2023.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State at Large

**UNIVERSITY OF KENTUCKY  
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

**PAYMENT BOND**

Bond Number: [NUMBER]

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project# 2599.0 / UK-2312-23 GS BHU Window Corrections (the “Project”), with the contract price or amount of \$[AMOUNT].

**WHEREAS**, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the original contract price or amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

**WHEREAS**, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

**NOW, THEREFORE**, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
  - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
  - (b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

- (c) **Contract** means that certain agreement dated [DATE] for the construction of Project# 2599.0 / UK-2312-23 GS BHU Window Corrections (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$[AMOUNT]. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.
8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.

**IN WITNESS WHEREOF**, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of **[DATE]**.

ATTEST:  
WITNESSES:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
Title

ATTEST:  
WITNESSES:

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Attorney-in-Fact

**UNIVERSITY OF KENTUCKY  
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project# 2599.0 / UK-2312-23 GS BHU Window Corrections (the “Project”), with the contract price or amount of \$[AMOUNT].

**WHEREAS**, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

**WHEREAS**, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

**NOW, THEREFORE**, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
  - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
  - (b) **Contract** means that certain agreement dated [DATE] for the construction of Project# 2599.0 / UK-2312-23 GS BHU Window Corrections (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
  - (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.



3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$[AMOUNT]. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety's obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term thereof, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c) satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal's failure to do so; and (e) reimburses and repays the Owner all such expenses and outlay, without limitation, which the Owner may incur in making good any default. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

**IN WITNESS WHEREOF**, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of **[DATE]**.

ATTEST:  
WITNESSES:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to PRINCIPAL

\_\_\_\_\_  
Title

ATTEST:  
WITNESSES:

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
Witness as to SURETY

\_\_\_\_\_  
Attorney-in-Fact

AGREEMENT BETWEEN  
UNIVERSITY OF KENTUCKY  
AND **CONTRACTOR**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between \_\_\_\_\_ ("Contractor"), and the UNIVERSITY OF KENTUCKY, ("Owner"), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

General Contracting services to replace the windows in the Behavioral Health Unit in Good Samaritan Hospital.

PROJECT: GS BHU Window Corrections

The Scope of Work consists of the Request for Proposals, UK-2312-23, dated January 13, 2023; the Contractor's Financial Proposal dated February 3, 2023, including Addendums 1,2,3 etc, the General Conditions, the Special Conditions, the Contractor's Bonds and Insurance and Affidavit, the Specifications, the Drawings including Supplemental Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part thereof of reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following:

Specifications:

On Plan Sheets as required

Drawing Index:

A2.3.A PARTIAL THIRD FLOOR DEMOLITION PLAN  
A4.3.A PARTIAL THIRD FLOOR PLAN  
A4.5 PLAN DETAILS

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Work Order from the Owner. Substantial Completion shall be two hundred ten (210) consecutive calendar days after the stipulated commencement date with Final Completion being thirty (30) consecutive calendar days after the date of Substantial Completion.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the University of Kentucky, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** for each and every day after the date of Substantial Completion until the date of actual Substantial Completion.

If the Work is not finally completed within the time required in the preceding Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of **One Hundred Fifty Dollars (\$150.00)** for each and every day after the date of Final Completion until the date of actual Final Completion. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 2 of this Agreement.

This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

ARTICLE No. 4 THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Contractor as full consideration for the Contractor's satisfactory performance of the Contract obligations the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

ARTICLE No. 5 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ, methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work.

IN WITNESS WHEREOF this Agreement is executed in two (2) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS:

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for Legality and Form

Recommended By:

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Kevin Locke  
AVP, Capital Project Management Div.

UNIVERSITY OF KENTUCKY

By: \_\_\_\_\_  
Eric Monday  
EVP for Finance and Administration



## DBE Participation Goals

### PART 1 - GENERAL

- 1.1 The University of Kentucky requests all potential contractors to make a concerted effort to include Diverse Business Enterprises (DBE's) as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the University of Kentucky has established 10% of total procurement costs as a Goal for participation of Diverse Business Enterprises on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, 10% for DBE participation and other requirements as outlined in this section.**

### PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the University of Kentucky, the dollar amounts of all purchase orders submitted to DBE subcontractors and suppliers for work done or materials purchased for this contract.
- 2.2 Replacement of a DBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another DBE Firm; subject to approval by the University of Kentucky.
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - A. The University of Kentucky, Facilities Management Contractor/Supply chain Coordinator (859-257-3204)
  - B. Tri-State Minority Supplier Development Council in Louisville, KY (502-625-0135)
  - C. The Kentucky Cabinet for Economic Development, Small & Minority Business Division in Frankfort, KY (502-564-2064)
  - D. The Office of Equal Employment Opportunity, Contract Compliance Division in Frankfort, KY (502-564-2874)
- 2.4 The University of Kentucky will make every effort to notify interested DBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disable Veterans and Disabled make up Diverse Business Enterprises (DBE).

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for DBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "Identification of Diverse Business Enterprise Subcontractors and Material Suppliers". The Advertisement for Bid includes a section entitled "Diverse Business Enterprise Participation". The Determination of Responsibility includes a section entitled "Participation of Diverse Business Enterprise owned contractors and businesses". The applicable information must be completed and submitted as outlined.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 The prime contractor must provide the University of Kentucky with a "DBE percent of contract report "detailing subcontracting activity within 90 days of prime contract award. Projects containing multiple bid packs will update reports within 90 days of contract award throughout project duration. The report shall reflect the total dollar amount awarded to all DBE subcontractors (including suppliers) utilized under this contract.
- a. Prime Contractors will report the following items individually to satisfy reporting requirements
    - i. Project Name, UK Project Number, and UK CPMD Project Manager assigned to the project
    - ii. Total dollar value of the prime contract with the University of Kentucky
    - iii. Total dollar value of all contracts assigned to DBE firms
- 5.2 Bidders not reaching the Goal must submit both the "DBE percent of contract report "and a written statement documenting their Good Faith Effort to do so (If bid includes no DBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:

- A. Advertisement by the bidder of DBE Contracting opportunities associated with this bid in at least two (2) of the following:
  - 1. A periodical in general circulation throughout the region
  - 2. A Minority-Focused periodical in general circulation throughout the region
  - 3. A Trade periodical aimed at the DBE community in general circulation throughout the region
  - 4. Bidder shall include copies of dated advertisement with his submittal
- B. Evidence of written notice of contracting opportunities to at least five (5) DBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by DBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential DBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. "Record of DBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



University of Kentucky – Capital Project Management  
DBE Percent of Contract Report

1) Identification of Participating DBEs

Project Name / Number: \_\_\_\_\_

UK Project Manager: \_\_\_\_\_

Total Contract Value: \_\_\_\_\_

<b>DBE Name, Address &amp; Phone</b>	<b>Work to be Performed</b>	<b>Dollar Value of Work</b>	<b>% Value of Total Contract</b>
1.		\$	%
2.		\$	%
3.		\$	%
4.		\$	%

The undersigned submits the above list of DBE firms to be used in accomplishing the work contained in this Bid.

Company: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_



University of Kentucky  
Facilities Management  
Office of the Vice President

225 Frank D. Peterson Service Bldg.  
Lexington, KY 40506-0005  
P: 859-257-5929  
www.uky.edu

March 20, 2020

TO: UK Facilities Partners

FROM: Mary Vosevich   
Vice President and Chief Facilities Officer

SUBJ: COVID-19 On-Site Work Rules

As we continue to navigate the challenges of the COVID-19 pandemic, we thank you for your continued support and partnership. While our goal is to maintain some sense of business continuity and keep work and projects moving forward as necessary, the safety of our students, patients and employees is paramount. We ask that you and your teams adhere, at a minimum, to the following on-site rules in support of the social distancing mandate and to ensure your safety and that of our community.

- Stay contained to your area that you are assigned
- Bring your lunch; eat lunch in your assigned area or go offsite
- Come to campus in clean clothes
- All employees should have some form of identification
- Check daily recommendations from CDC
- If you have been exposed to a known COVID-19 patient, you will be required to leave the premises and will not be allowed to work for the CDC recommended 14 days
- If you have been asked to self-isolate by any local or state public health department, you will be required to leave the premises and will not be allowed to return until you have self-isolated for the CDC recommended 14 days
- Follow any on-site screening processes
- Practice 'social distancing'
- Limit face-to-face contact

We sincerely appreciate your understanding and patience during this evolving situation. Many of you have already reached out with proactive plans, which is a testament to the dedication of your teams to the University of Kentucky. We will communicate new information and processes as they are available. Please keep your UK point of contact informed of any changes with your staff and don't hesitate to reach out with any questions or concerns.

see blue.

An Equal Opportunity University

# CORONAVIRUS VENDOR SCREENING

Safety is one of UK HealthCare's top priorities. UK Healthcare is monitoring events surrounding COVID-19, and we are following the Centers for Disease Control and Prevention guidelines to ensure the safety of all who enter our facility and to minimize the risk of transmission.

To protect the health of the people we serve, upon entering UK Healthcare facilities, we are requiring all vendors to screen electronically prior to entry.

## DO ANY OF THE FOLLOWING APPLY?

- **Fever 100.0 or greater (self-reported)**
- New Cough (not associated with seasonal allergies)
- New Muscle Aches/Pain
- New Shortness of Breath
- New Sore Throat (not associated with seasonal allergies)
- Vomiting or Diarrhea
- Loss of Taste or Smell



Please use the QR code to complete the vendor / non-university of Kentucky employee screening prior to entering any UK facility.

**Masks are also required prior to entry. Please attempt to bring a mask with you. If you do not have one you can obtain one at any main visitor/patient entry point.**



**THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.**

# CORONAVIRUS VENDOR SCREENING

Safety is one of UK HealthCare's top priorities. UK Healthcare is monitoring events surrounding COVID-19, and we are following the Centers for Disease Control and Prevention guidelines to ensure the safety of all who enter our facility and to minimize the risk of transmission.

To protect the health of the people we serve, upon entering UK Healthcare facilities, we are requiring all vendors to screen electronically prior to entry.

## DO ANY OF THE FOLLOWING APPLY?

- **Fever 100.0 or greater (self-reported)**
- New Cough (not associated with seasonal allergies)
- New Muscle Aches/Pain
- New Shortness of Breath
- New Sore Throat (not associated with seasonal allergies)
- Vomiting or Diarrhea
- Loss of Taste or Smell



Please use the QR code to complete the vendor / non-university of Kentucky employee screening prior to entering any UK facility.

**Masks are also required prior to entry. Please attempt to bring a mask with you. If you do not have one you can obtain one at any main visitor/patient entry point.**



**THANK YOU FOR YOUR PATIENCE AND UNDERSTANDING.**

# NOTICE

September 2, 2021

On August 4, 2021 UK HealthCare announced our mandatory COVID vaccination for all providers, staff, trainees, learners, and those who work in UK HealthCare facilities. Religious beliefs and medical contraindications as defined by the Americans with Disabilities Act will be considered.

This notice is being sent to you as a clinical contractor and/or vendor of University of Kentucky (“UKHC”).

All outside clinical contractors and vendors are asked to comply with UKHC’s health requirements in order to continue providing services to UKHC. This mandate is effective September 15, 2021.

Given the COVID-19 pandemic, and the necessity of protecting patient, employee, and visitor safety, UKHC is requiring all employees and representatives of clinical contractors and vendors working on-site at UKHC to meet UKHC’s COVID-19 mandate protocol. Therefore, UKHC will allow on-site only those individuals who either i) have completed the first vaccination against COVID-19, ii) are fully vaccinated against COVID-19 (i.e., will be two weeks past completing their complete COVID-19 vaccination series), or iii) received an exemption through the clinical contractor’s/vendor’s formal vaccine exemption process (see Appendix 1 for a sample COVID – 19 declination process and expected outcomes) from the COVID-19 vaccination requirement related to the individual’s medical contraindications or a sincerely held religious belief.

We are requesting all clinical contractors and vendors take an active approach in supporting our requirements, validating vaccinations, declination status, and testing compliance where needed. We are relying on you to:

- Upload vaccination documentation into the Vendormate portal by September 15, 2021.
- If Vendormate is not utilized, ensure a process is developed to maintain compliance of vaccination and exemption status.
- Prior to the commencement of any new agency booking, provide to UKHC a list of staff assigned to UKHC. Said list shall identify which staff are vaccinated and which staff have received exemptions in order that proper planning and supervision of staff may occur.
- Acknowledge that those staff who are not vaccinated and received an approved exemption will be subject to additional measures to reduce possible transmission of COVID-19 (e.g., daily screening, regular testing). As of September 15, 2021, staff will need to complete weekly testing. All testing must be a PCR test and completed within 96 hours prior to visiting any UKHC clinical site. (Appendix 2)
- Secure appropriate authorization from staff before sharing their information with UKHC, relating to staffs' vaccination status and/or approved exemption from the COVID-19 vaccination requirement.
- **Acknowledge that those individuals who have not been fully vaccinated against COVID-19 or have not been exempted from the COVID-19 vaccination requirement and/or are not following appropriate testing measures will not be permitted to work at any UK HealthCare facility or building after September 15, 2021.**
- Communicate protocol requirements to individuals working within any UK HealthCare facility or building. This includes symptom screening expectations, wearing a mask and appropriate PPE and practicing social distancing. (<https://covid-19.ukhc.org/wp-content/uploads/sites/121/2020/06/COVID-19-Screening-Protocol-for-Students-Learners.pdf>).
- Universal masking (across all UK HealthCare facilities) is required at all times except when eating or drinking. Cloth masks are not allowed for patient/family facing work.
- **Screening for COVID-19 symptoms must be completed daily via the UK HealthCare web-based tool (<https://app.mc.uky.edu/c19s/VendorScreener>) or upon arrival to the**

**facility. This is an OSHA requirement.** Individuals who fail any portion (if they are following our screening) cannot work and will not be permitted into any of the UK HealthCare facilities until the issue is addressed and the individual is compliant with the UK HealthCare COVID-19 policies. Failure includes having 2 or more symptoms or a fever only.

- Develop a process and maintain a record of employee acknowledgment and agreement to follow the guidelines which should be available upon request.
- Designate a responsible person/team to monitor compliance with vaccination, declination, testing requirements (if applicable), screening, masking, and social distancing. Reporting of status to adherence to the UK HealthCare protocols should be provided as needed on an on-demand basis.
- Identify an individual who we can communicate employee compliance via email and phone, if necessary.
- Develop a process for notification back to UKHC Infection Prevention and Control (IPAC) team if a student turns positive after an observation or rotation at UK HealthCare. These will need to be recorded, evaluated and action plan developed that would mitigate any potential exposures.

We thank you for your continued partnership and support.

Colleen Swartz, Vice President for Hospital Operations

Pete Gilbert, Senior Vice President and Chief Operations Officer

Mark Newman, MD, Executive Vice President for Health Affairs

-----  
For questions:

- For additional or specific questions related to these requirements please contact UKHC purchasing
- For COVID vaccination and screening requirement questions, please contact our IPAC department using at 859-323-6337.

Appendix 1

SAMPLE: COVID – 19 Declination Process and Outcome Expectations

Declination Request Reason	Additional Details	Outcome	Expectation for all unvaccinated persons in a UK HealthCare facility
<p><b>Religious</b></p>	<p>Letter expressing sincerely held religious beliefs as to COVID-19 vaccine</p>		
	<p>Documented anaphylaxis to previous dose of COVID-19 vaccine; or documented allergy to the vaccine or a component of the vaccine</p>		
<p><b>Medical</b></p>	<p>Written letter from treating physician indicating medical contraindication or reasons they do not endorse vaccination for their patient</p>	<p><b>Approved</b> with education and access to vaccination resources</p>	<p>Daily health attestation screening; Masking while in a UK HealthCare facility; and</p> <p>Tier 4: weekly PCR testing Tier 3: biweekly PCR testing Tiers 2 and 1: no testing</p> <p><i>*negative PCR test results in re-triggering of regular testing protocol until vaccination status updated or UK HealthCare moves out of high-level Tiers</i></p> <p><i>**Positive PCR testing will place individual on “hold” until either 90 days post positive test, vaccination status updated, or UK HealthCare moves out of high-level Tiers</i></p>
	<p>Pregnant or trying to become pregnant</p>	<p><b>Deferred</b> until 6 weeks post-delivery with education and access to vaccination resources</p>	
	<p>Any other medical reasons, not specified by treating provider</p>	<p><b>Denied</b> request, with education and access to vaccination resources; but provide the option to go back and re-request with “refusal” selected</p>	

## Appendix 2

**Any individuals who work on site in any UK HealthCare facility will be tested on this frequency if not vaccinated.**

Under tier 4: weekly

Under tier 3: biweekly

Tiers 2 and 1: no testing

All testing must be PCR test only and completed per timing requirement outlined



## **Frequently asked questions**

**1. Our agency no longer sends staff to UK HealthCare. How do I close this agreement?**

In the event you no longer have staff at UK HealthCare, contact Paul Reister (Paul.reister@uky.edu).

**2. Where should I send my staff lists indicating vaccination and exemption status?**

- If Vendormate is utilized, the staff must upload documentation via that system.
- All other staff, provide the list(s) to your primary point of contact at UKHC

**3. Do I need to send you PRC testing results for those staff on an approved exemption?**

No. Management and oversight of the PCR testing compliance should be validated by the agency. You will only need to send a notification (no more than 96 hours prior to the clinical rotation) via email indicating the exempt staff is approved for working within UKHC.

**4. Our staff are in the hospital on a weekly basis. How often will approved declination staff need to be tested?**

Right now, PCR testing is required weekly.

**5. Could the testing frequency change?**

Yes. We are monitoring case volumes and testing need daily. Appendix 2 lists the schedule.

**6. What notification is needed if a staff member turns positive after a shift at UK HealthCare?**

Please contact the UK HealthCare Infection Prevention and Control Department by phone (859-323-6337) as soon as the information is known.

**7. For staff just starting their vaccination series, what is the deadline for completing and meeting the mandate protocol?**

We understand there are different timeframes with each vaccine brand. To meet this protocol, staff must complete the first vaccination against COVID-19 by September 15. We are asking they complete the vaccine series as recommended by the manufacturer and CDC.

**8. Is there someone I can contact if I have questions about the declination process or working through a declination request?**

A sample decision grid has been provided to support you (if you don't already have a process in place). You can also contact us at [vaccinequestions@uky.edu](mailto:vaccinequestions@uky.edu). We will work to respond to you within one business day.

**9. Is UK HealthCare offering vaccinations to agency/vendor staff?**

Yes. Vaccination against COVID-19 is now available for anyone age 12 and over. Vaccination is being offered by UK HealthCare free, and insurance is not required. Full details are available on our COVID-19 vaccination information website: <https://ukhealthcare.uky.edu/covid-19/vaccine>.