010000S01- Special Conditions – Construction Manager at Risk

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

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010000S01- Special Conditions – Construction Manager at Risk

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 PERMITS AND FEES

The Lexington Fayette Urban County Government (LFUCG) Sewer Tap Fee shall be secured and paid for by the Construction manager. The sewer tap fee is for all projects, regardless of type, is presently calculated by the LFUCG and is based on $1.56 per square foot. The total fee is anticipated to be $702,000, based on 450,000 Total Square Feet.

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 JRA Architects or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

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 946 consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of Two Thousand Eight Hundred Seventeen Dollars ($2,817.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of One Thousand Seven Hundred Forty Eight Dollars ($1,748.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMITTALS - GENERAL

8.1.1 The Construction Manager shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports and samples 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 Construction Manager for compliance with the Contract Documents before submission for approval. All submittals are to be initiated by the Construction Manager. Submittals made directly to the Consultant by 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 Construction Manager shall be made to any changes other than those made in response to the Consultant's review.

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the Construction Manager shall be deemed to be making the following representations:

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

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

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Construction Manager, within ten (10) days after the Pre-Construction meeting, shall begin uploading submittals using UK E-Communication®, 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® 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 Construction Manager 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®, as herein detailed. By approving and submitting Shop Drawings, the Construction Manager represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

8.5.6 All submittals are to be submitted electronically by the contractor. 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 to be retained by the University;
b) One to be returned to the Design Consultant;
c) An additional sample or samples may be submitted, at the Construction Manager's option, for distribution to a third party.

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of 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 Construction Manager 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.

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. Manuals 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, Construction Manager, and Construction Manager's Sub-contractors;

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

8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to 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 e-Communication;

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, e-prom, rom, other) supplied on this Contract; and

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

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

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

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

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

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The Construction Manager 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 Construction Manager as well as all Sub-contractors.

The Construction Manager shall provide a qualified representative to update the As - Built set of drawings as construction progresses. As-Builts 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 Construction Manager shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The Construction Manager shall provide standard 3 1/2" x 5" photographs with negatives, or digital images (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album with labeling as to subject of photo, date, and Project. Such album is to be kept at job site with the As - Built Set of Drawings until submittal of same.

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

8.9 SUBMISSIONS - SAP EQUIPMENT LIST

8.9.1 Complete equipment list for use with SAP software in electronic spreadsheet format. Data is to be provided in Uniformat format with the information being provided for individual locations as noted in Attachment A – Uniformat Component List. Information is to be provided as follows (MCPPD or CPPD will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

8.9.2 All materials that require preventative maintenance (PM) are listed as in Attachment A. The equipment list is to be provided in Excel spreadsheet format and is to include the information listed in Attachment B

8.9.3 Required maintenance procedure listing each work task in Excel spreadsheet format as shown in Attachment C.

8.9.4 Required frequency of maintenance for the work tasks outlined in 8.9.3 above and included in the Attachment C spreadsheet

8.9.5 Listing of maintenance parts and items: i.e. filters, lubricants, etc. for each work task listed in 8.9.3 above.

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

8.10.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the CM at Risk.

ARTICLE 8.9 Attachment A – Uniformat 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
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
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 Radation
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
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
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

ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

Uniformat	
Component ID	
Component Name	
Description	
Name	
Equipment No.	MCPPD or CPPD will enter this data
Model No.	
Room Location	
Functional Location	MCPPD or CPPD will enter this data
Manufacturer	
Supplier	
Installing Contractor	
Serial No.	
Main Work Center	MCPPD or CPPD will enter this data
Comments(30 char's)	MCPPD or CPPD will enter this data
Critical	MCPPD or CPPD will enter this data
JCAH Code	MCPPD or CPPD will enter this data
Patient Room?	MCPPD or CPPD will enter this data
Vendor ID	MCPPD or CPPD will enter this data
Vendor Type	MCPPD or CPPD will enter this data
Vendor - Other Info	MCPPD or CPPD will enter this data
Equipment Life	MCPPD or CPPD 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	
Pump GPM	
Pump Outlet	
Motor Oper Amps	
Condition	MCPPD or CPPD will enter this data
Disconnect Location	
Motor FLA	
Belts	
Filters	

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 MCPPD or CPPD.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

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

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

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, CM's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from 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.

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

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

(1) The Owner's Project Manager
(2) The Consultant.
(3) Construction Manager.
(4) Subcontractors as requested.
(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 CRITICAL PATH METHOD (CPM) SCHEDULE

11.1 Construction Manager 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 Construction Manager, 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.
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 Construction Manager'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 Construction Manager 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 Construction Manager 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.

11.5 Up-dated 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 Construction Manager 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 Construction Manager. 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 Construction Manager is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the Construction Manager to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

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

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

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

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE

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

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

ARTICLE 14 FIELD OFFICE

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

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

ARTICLE 15 TELEPHONE SERVICE

15.1 Construction Manager 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 Construction Manager. (Cell phone/Nextel service in lieu of UKIT Communications and Network Systems phone service may be utilized at Construction Manager'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. Construction Manager 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 Construction Manager'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 Construction Manager's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. 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 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 section of fencing where blind corners occur or at pedestrian/vehicle intersections.

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

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

16.1.7 Plastic construction fencing is not acceptable as a perimeter protection fence.

ARTICLE 17 PROJECT SIGN

17.1 The Construction Manager shall furnish, install and maintain a Project sign during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and Construction Manager.

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

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

ARTICLE 19 SANITARY FACILITIES

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

ARTICLE 20 RULES OF MEASUREMENT

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

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

ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions to the Contract, the Construction Manager shall have included in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable items and only with the prior written approval of the Owner. No allowances shall have been included in the calculation of the Construction Manager's fixed fee quotation in par. 8.0 of the RFP.

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

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

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

21.4.1 The Construction Manager shall include an allowance of Zero ($0.00) for the work by SimplexGrinnell in the appropriate trade contractor's scope of work.

21.4.2 The electrical contractor is to provide and install conduits and back boxes/junction boxes. All conduits will include a pull string. SimplexGrinnell will furnish and install all fire alarm and security equipment and wiring. An allowance amount will be provided by JCI, in coordination with the MEP sub-consultant based on the unit price contract between the University and JCI.

ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS

22.1 The Owner shall include an amount in the Project construction budget not to exceed one percent (1%) of the total cost of the construction, including the Construction Manager's fixed fee, as a Construction Contingency Fund. The following are general / typical categories of changes to the Work that may, with the Owner's prior written specific approval, be funded from this source:

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

22.1.2 Reasonable costs associated with schedule recovery that is not a direct result of the construction managers or a trade contractor's failure to perform;

22.1.3.Any costs or expenses incurred by the Construction Manager, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with the Contract for Construction and the best interests of Owner, that were not included in the Construction Manager's General Conditions Cost as submitted in the original fee proposal

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

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 (Not Used)

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

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

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

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

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

ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS

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

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

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

ARTICLE 25 UTILITIES

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

25.1.1 Steam is $15.00/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned).

25.1.2 Chilled Water is $11.00/million BTU (1000 lb.) measured through the building BTU meter.

25.1.3 Electricity is $0.08/KWH measured through the building electric meter.

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

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

25.1.6 Construction Manager shall obtain from and pay UKIT Communications and Network Systems for the use of telephone services.

25.2 UTILITY OUTAGES

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

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

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

ARTICLE 26 CLEANING AND TRASH REMOVAL

26.1 The Construction Manager shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

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

26.3 Upon completion of the Work, Construction Manager shall thoroughly clean and re-sod grass areas damaged to match existing areas.

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

26.5 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.

26.6 The Construction Manager 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.

26.7 Dumpsters will be provided and maintained by the Construction Manager.

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

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

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

ARTICLE 27 BLASTING

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

ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. This list will be developed as approved by the UK Project Manager and Design Team at the completion of the Construction Documents / Phase 3 of design. The following is the list of material that has been pre-ordered:

1. **NONE**

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

ARTICLE 31 REMOVED ITEMS

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

1. **NONE**

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

31.3 Materials to be turned over to the Owner by the Construction Manager shall be delivered to a warehouse within a five (5) mile radius of the Project site.

ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

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

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

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

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

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

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

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

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

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

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

32.11 Entry passage to Work area shall be sealed off with zippered plastic opening, or other acceptable means which allows periodic entry and closure of barricade closure.

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

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

ARTICLE 33 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

33.1 The communications wiring is to be provided, installed and terminated by the Construction Manager using a certified and approved communications contractor. All work shall be done in compliance with the latest UKIT-Communications and Network Systems' Standards, and closely coordinated with UKIT-Communications and Network Systems.

ARTICLE 34 EMERGENCY VEHICLE ACCESS

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

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

35.1 Construction Manager shall protect all smoke detectors in Work areas to prevent false alarms. The Construction Manager will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work, past inadequate protection barriers.

If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The Construction Manager must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the Construction Manager. As soon as all Work is completed notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the Construction Manager, all protected smoke detectors will be uncovered and tested.

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

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

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

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

ARTICLE 37 SMOKING IS PROHIBITED

37.1 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.

37.2 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.

37.3 Construction Manager's employees violating this prohibition will be subject to dismissal from the Project.

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

ARTICLE 38 ALTERNATES

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

38.2 Schedule of Alternates:

This list will be developed as approved by the UK Project Manager and Design Team at the completion of the Construction Documents / Phase 3 of design.

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS

39.1 Exterior Finishes

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

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

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

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

Each type of exposed Work.

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

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

39.2 Interior Finishes

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

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

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

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

ARTICLE 40 PROJECT COORDINATION VIA COMPUTER

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

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

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

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

40.2.3 Participation of Construction Manager is mandatory; others as determined by Owner. Participation of Subcontractors and/or Trade Contractors is not mandatory but will be offered at their discretion.

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

40.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting 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.

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

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

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

40.2.9 The Construction Manager and Consultant shall submit complete close-out and submittal logs in E-Communication, or WPMS, including description of all deliverables to be submitted by the construction manager or trade contractors during Phase 3, Construction Documents Phase.

ARTICLE 41 HOT WORK PERMITS

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

ARTICLE 42 INSURANCE

42.1 Employers' Liability Insurance. The Construction Manager 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.

42.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $100,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $20,000,000 will be required.

42.2.1.1 The limits of liability shall not be less than $10,000,000each occurrence combined single limits for bodily injury and property damage.

42.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than $2,000,000 for combined single limits for bodily injury and property damage for each occurrence.

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of $10,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

42.2.4 Workers' Compensation- Statutory Requirements (Kentucky)

ARTICLE 43 KEY ACCESS

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

43.2 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.

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

ARTICLE 44 CEILING CLEARANCE

44.1 Work above ceiling: All work above an area with lay-in ceiling must be coordinated and installed so there is a minimum of 4" between the top of the ceiling grid runners and bottom of the installation. Installation shall not obstruct equipment access space or equipment removal space. Also, conduit and pipe attached to the wall must be above the 4" minimum level.

44.2 Coordination Between Trades: Request and examine all drawings and specifications pertaining to the construction before installing above ceiling work. Cooperate with all other contractors in locating piping, ductwork, conduit, openings, chases, and equipment in order to avoid conflict with any other contractor's work. Give special attention to points where ducts or piping must cross other ducts and piping, and where ducts, piping and conduit must fur into the walls and columns. Make known to other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.

ARTICLE 45 METAL ANCHORS

45.1 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.

ARTICLE 46 LOADING DOCK (NOT USED)

ARTICLE 47 CONSTRUCTION PATH (NOT USED)

ARTICLE 48 HOSPITAL PROJECT PROCEDURE (NOT USED)

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL (NOT USED)

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY (NOT USED)

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION (NOT USED)

ARTICLE 52 APPEARANCE (NOT USED)

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountably Act) (NOT USED)

ARTICLE 54 SAFETY & FIRE PROCEDURES (NOT USED)

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) (NOT USED)

ARTICLE 56 TREE PROTECTION STANDARDS
Contractor will adhere to all provisions outlined in 010000S02 Tree Protection Standards.

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE (NOT USED)

ARTICLE 58 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.