

010000S01- Special Conditions - General Contractor

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

TABLE OF CONTENTS

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

010000S01- Special Conditions - General Contractor

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL (NOT USED)	21
ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION (NOT USED)	22
ARTICLE 52 APPEARANCE (NOT USED)	22
ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) (NOT USED)	22

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 proposal 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 UK Athletics 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 no later than December 1st, 2025, and Final Completion shall be thirty (30) 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 Two hundred Dollars (\$200.00) 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

010000S01- Special Conditions - General Contractor

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 and fifty dollars (\$150.00) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 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:

010000S01- Special Conditions - General Contractor

- 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 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®, 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 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®, 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.

010000S01- Special Conditions - General Contractor

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 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. The General Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the General Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each shop drawing or sample with the requirements of the Work and the Contract Documents.

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

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

010000S01- Special Conditions - General Contractor

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) 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. 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 Subcontractors;

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) 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:

010000S01- Special Conditions - General Contractor

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, eeprom, 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 Refer to the Official Design Standards 017800S01 – Closeout Submittals for full details <https://www.uky.edu/cpmd/download/file/fid/78986>

8.7.2.11 If the O&M 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.

8.7.3 SUBMISSIONS – OWNER TRAINING VIDEOS

8.7.3.1 Owner training shall be provided for all new and modified electrical and mechanical systems. Video recordings shall be made for each training session. All training videos must be provided to UK Project Coordinator prior to Final Completion.

8.9 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.9.1 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

8.9.2 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 or stored on a new flash drive with labeling as to subject of photo, date, and Project. Such album or drive is to be kept at job site with the As - Built set of drawings until submittal of same.

010000S01- Special Conditions - General Contractor

8.9.3 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.

8.10 SUBMISSIONS - SAP EQUIPMENT LIST

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

8.10.2 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

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

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

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

8.11 SUBMISSIONS – MAINTENANCE MATERIALS

8.11.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the General Contractor.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful General Contractor will **not receive a set of plans** or 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.

010000S01- Special Conditions - General Contractor

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.

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.

010000S01- Special Conditions - General Contractor

ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE

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.
- 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.

010000S01- Special Conditions - General Contractor

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.

010000S01- Special Conditions - General Contractor

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.

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE (not used)

ARTICLE 14 FIELD OFFICE (not used)

ARTICLE 15 TELEPHONE SERVICE (not used)

ARTICLE 16 CONSTRUCTION FENCE (not used)

ARTICLE 17 PROJECT SIGN (not used)

ARTICLE 18 PARKING

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

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.

010000S01- 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 streetlights, relocation of overhead or underground lines, and any other Work called for on the Plans and in the Specifications.

ARTICLE 21 ALLOWANCES (not used)

ARTICLE 22 SEQUENCE OF CONSTRUCTION (not used)

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 (not used)

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.

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

010000S01- Special Conditions - General Contractor

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.

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 of 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

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

1. Batting Nets
- 2.

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

30.3 Materials to be turned over to the Owner by the General Contractor shall be delivered to a warehouse within a five (5) mile radius of the Project site.

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 required to contain dust within Work area and protect personnel during course of Work.

010000S01- Special Conditions - General Contractor

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 airborne 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.

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

ARTICLE 32 UK ITS 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 (not used)

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>.

010000S01- Special Conditions - General Contractor

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>

ARTICLE 37 ALTERNATES Not used)

ARTICLE 38 FIELD CONSTRUCTED MOCKUPS (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.

010000S01- Special Conditions - General Contractor

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

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

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

ARTICLE 40 HOT WORK PERMITS

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

ARTICLE 41 INSURANCE

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 rigger's liability policy with liability limits of \$20,000,000 is required in addition to an inland marine policy covering the value of the contents being moved.

41.2.1.1 The limits of liability shall not be less than \$1,000,000 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)

010000S01- Special Conditions - General Contractor

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

43.1 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.

43.2 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 fit 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 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.

ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE (Not used)

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)

010000S01- Special Conditions - General Contractor

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION (not used)

ARTICLE 52 APPEARANCE (not used)

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability 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 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.

REVISION DATE	PAGES	REMARKS
March 2022	ALL	Design Guidelines updated
December 2023	10	Video Training Documentation Requirement added.
August 2024	ALL	Changed construction fence mesh color to blue. Revised documentation requirements. Additional content and grammatical changes.
September 2024	21	Revised Allowances section to indicate current fire alarm price contract vendor.