

University of Louisville

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Special Conditions

OF THE CONTRACT FOR CONSTRUCTION AND RENOVATIONS

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REVISED 06/01/00

ARTICLE 1 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 2 FIELD CONDITIONS

2.1 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 on making their proposals or on the execution of the Work if awarded the Contract, and no allowance will be made for failure of the Contractor to obtain such site information prior to bidding.

ARTICLE 3 OWNER'S PROJECT MANAGER

3.1 The Owner's Project Manager during construction shall be the designated University of Louisville Physical Plant, Project Manager that is in charge of the Project.

ARTICLE 4 CONSULTANT

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

ARTICLE 5 GEOTECHNICAL REPORT

5.1 Report of Subsurface Exploration and Geotechnical Engineering Evaluations from AMEC dated May 2011 is attached.

ARTICLE 6 TIME FOR COMPLETION

6.1 Time is of the essence. Therefore time for Completion shall be further defined in respective Specification Sections 011000 as 461 days and articulated Bid Package, Phase #4 – General Contractor Best Value “SUMMARY”, Sub-section 1.4 “WORK COVERED BY CONTRAT DOCUMENTS”. Paragraph A.4 for days of completion”.

ARTICLE 7 LIQUIDATED DAMAGES

7.1 Should the Contractor fail to complete 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 **\$2,500.00** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Contractor fail to complete 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 **\$2,500.00** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 8 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMISSIONS - GENERAL

8.1.1 The Contractor shall submit each set of Shop Drawings, product data and samples with a separate transmittal form (DC-145). The transmittal form will be provided by the Consultant during the Pre-Construction meeting.

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

8.1.5 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the 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. Contractor shall also submit a list of three (3) installations where said equipment or materials have been in service for five (5) years.

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:
Field Measurements, Field Construction Criteria, Catalog numbers and similar data,
Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "A = Approved": Proceed with the Work, no corrections needed.

8.2.3.2 "AN = Approved As Noted": Proceed with the Work, noting the corrections/conditions of the approval.

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

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

8.3.1.1 The Contractor has reviewed the information contained in the submittal and has determined the information is complete and adequate to establish compliance with the design concept and the requirements of the Contract Documents.

8.3.1.2 The Contractor understands and agrees that he shall bear full responsibility for usability of products furnished. The 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.

8.3.1.3 The Contractor warrants the subsequent usability and contract conformance of furnished products notwithstanding actions of the Consultant, including review of the attached submittal and inspection of Work. The Contractor acknowledges that review and subsequent action by the Consultant with respect to the attached submittal shall not constitute a waiver or change of Contract requirements.

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Contractor, within ten (10) days after the Pre-Construction meeting, shall submit to the Consultant a log fixing the dates for submission of Shop Drawings, special order material items, certifications, guarantees, and any other items required to be submitted to the Consultant for review, approval or acceptance. This log shall be on the form provided by the Consultant at the Pre-Construction Meeting.

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

8.5 Shop Drawings

8.5.1 The Contractor shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log as herein detailed. The Contractor shall also have responsibility for Shop Drawing requirements of Bid Package, Phase # 3 Steel Fabrication & Erection. The Contractor shall also have responsibility for Shop Drawing Requirements of Bid Package, Phase #3 Steel Fabrication & Erection. By approving and submitting Shop Drawings, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

8.5.2 The 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 Contractor shall make any corrections required by the Consultant for compliance to the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The 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 Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Consultant that the 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 Consultant. A copy of each approved shop drawing and each approved sample shall be kept in good order by the 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 Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the 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 Contractor from responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be accompanied by a Shop Drawing & Procurement Transmittal which will be provided by the Consultant at the Pre-Construction Meeting. A separate transmittal form is to be prepared and attached to each set of submittals having different specification reference numbers. The same transmittal form is to accompany the Shop Drawings from the Contractor to the Consultant and from the Consultant to the Contractor. One complete set of Shop Drawings will be submitted to the Owner at the time of their approval. Each individual Shop Drawing will be attached to a completed copy of the Shop Drawing & Procurement Transmittal.

8.5.7 At the completion of the Project, four complete sets of approved Shop Drawings are to be submitted to the Consultant. Each set is to be placed in a legal size cardboard file box with each copy of the approved Shop Drawing placed in a separate hanging file folder with file tabs. Each hanging file folder shall contain one copy of an approved Shop Drawing with a copy of the original approved Shop Drawing Transmittal Form.

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

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

8.5.10 The minimum number of approved Shop Drawings required to be submitted is eight(8)*: (One at the time of approval; one at the job site for the Contractor; one at the job site for the Resident Inspector (*if R.I. is provided); and four (4) at the completion of the Project.) Additional sets needed by the Consultant(s), Contractor, Sub-contractors, Suppliers, etc. will be determined at the Pre-Construction meeting.

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 Consultant;
- c) An additional sample or samples may be submitted, at the 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 four (4) bound 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 prior to certification of Substantial Completion.

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

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, Contractor, and Contractor'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;

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

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

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

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

8.7.2.9 Copies of all inspection and guarantee certificates, manufacturers' warranties with the University of Louisville 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 showing buried utilities and concealed items shall be included.

8.8 SUBMISSIONS - RECORD SET OF DRAWINGS

8.8.1 The Contractor, on copies of the Contract Documents provided by the Consultant shall submit a Record Set of Drawings indicating all deviations of construction as originally specified in the Contract Documents. These Record Drawings will compile information from the Contractor as well as all Subcontractors. The Contractor shall provide a qualified representative to update the Record Set of Drawings as construction progresses.

8.8.2 The Contractor shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. Contractor to provide standard 3 1/2" x 5" photographs with negatives 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 Record 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 Contractor's Record Set of Drawings shall be delivered to the Consultant at their completion so that the Consultant may make any changes on the original contract drawings.

ARTICLE 9 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, 6 complete sets of drawings and specifications reasonably necessary for the execution of the work. Additional copies/sets can be purchased at cost by the Contractor. The Contractor shall keep one copy of all drawings and specifications on the site, in good order, available to the architect and/or his representatives.

9.2 All drawings, specifications, and copies thereof, furnished by the architect, are the property of the University of Louisville. 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 Pre-construction 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: review of each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of Work, hazards and risks, house-keeping, change orders, and documentation of information for payment requests; 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 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) Contractor.

- (4) Subcontractors.
- (5) Others requested to attend.

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 CHART (CPM)

11.1 Contractor shall prepare schedules as a critical path chart with separate divisions for each major portion of the Work or operation, identifying first Work day and final Work day. Schedule shall include divisions for Work to be accomplished remote from central construction site, e.g. utilities, from outside the construction site to the site for chill water, steam, electrical, communications, fire service. Sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30" x 42".

11.2 The Critical Path Schedule shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction. It is required for Work to be accomplished remote from the central construction site be scheduled so that disruption from construction will be minimized. Start dates and completion dates for that portion of the Work must be maintained and completed in the shortest reasonable time. The Consultant will review the schedule for compliance. Each item shall be identified by Specification section number. Sub-schedules shall be provided to define critical portions of the entire schedule. Schedules shall show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month. A separate schedule of submittal dates for Shop Drawings, product data, and samples will be required. Such separate schedule shall show decision dates for selection of finishes and delivery dates for Owner furnished items, if any.

11.3 Schedules shall be revised to indicate progress of each activity to date of submittal and Projected completion of each activity, activities modified since previous submittal, major changes in scope, and other identifiable changes, provide a narrative report to define problem areas, anticipated delays, and impact on Schedule, and report corrective action taken, or proposed, and its effect.

11.4 Initial Schedules shall be submitted within 15 days after the date established in Notice to Proceed. After review, required revised data shall be completed within 10 days. Up-dated Progress Schedules shall be submitted with each Application for Payment. Submissions must include one opaque reproduction and one reproducible transparency along with a transmittal letter.

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

11.6 The processing of all progress payments is contingent upon the submission and approval of critical path schedules.

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the 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 Contractor for the scheduling of the walk-through with the Owner, the Consultant, and other interested parties.

12.2 During the walk-through, Contractor shall document 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 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 Contractor and one (1) copy of such photographs are to be given to Consultant. All parties attending the walk-through agree on the list of damages.

ARTICLE 13 RESIDENT INSPECTOR

Not Applicable.

ARTICLE 14 FIELD OFFICE

14.1 Contractor 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.

ARTICLE 15 TELEPHONE SERVICE

15.1 Contractor shall make arrangements for installation of on-site phone and fax lines. Telephone service during the length of construction shall be paid for by the Contractor. Cell Phone is acceptable.

ARTICLE 16 CONSTRUCTION FENCE

16.1 Fence Provided in Bid Package, Phase # Site Preparation shall become the property of BP#4 contractor. Maintain perimeter and expand per schedule indicated.

ARTICLE 17 PROJECT SIGN

Refer to Drawings.

ARTICLE 18 PARKING

18.1 The University of Louisville will make available to the Contractor " CONSTRUCTION PARKING PERMITS for contract purposes only, at the work site. Number of passes will be based upon campus location and project size. These passes may be used by Contractor and/or the Contractor's key subcontractors during construction period. The pass may be obtained from the Parking Office after a contract is signed. Necessary documents required to acquire these passes will be available at the Pre-Construction Conference.

18.2 Parking for personal vehicles is available at Papa Johns Cardinal Stadium Lots. Passes may be purchased from the University of Louisville Parking and Security Office on a pro-rated basis. No other parking will be provided on the campus of the University of Louisville.

ARTICLE 19 SANITARY FACILITIES

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

ARTICLE 20 ALLOWANCES AND RULES OF MEASUREMENT

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

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

ARTICLE 21 SEQUENCE OF CONSTRUCTION

21.1 Consultant/Project Manager to insert information here if Construction must be sequenced in a specific manner.

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

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

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

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

ARTICLE 22 CRANE & MATERIAL HOIST OPERATIONS:

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

22.2 Crane and material hoist shall be safely secured and inaccessible during non-operating hours. Contractor shall coordinate operation or erection of a crane or material hoist with a University representative.

22.3 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 23 UTILITIES

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

23.2 UTILITY OUTAGES

23.2.1 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.

23.2.1.1 ENTIRE BUILDING OUTAGE

The Owner's Project Manager is the Contractors 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.

23.2.1.2 SECTION OF A BUILDING OUTAGE

The Owner's Project Manager is the Contractors 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 verbal request one week prior to outage. The verbal 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. If one weeks notice is insufficient or inappropriate as judged by the Owner's Project Manager, then written notification may be required. 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.

The Contractor shall be responsible for all switching, valving, etc. required to take the affected utility out of service, and shall be responsible for returning the utility to full normal service at the completion of the outage.

ARTICLE 24 CLEANING AND TRASH REMOVAL

24.1 The Contractor shall provide adequate trash containers of proper size. The Contractor shall remove all trash from the Project daily.

ARTICLE 25 BLASTING

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

ARTICLE 26 CUTTING AND PATCHING - NEW AND EXISTING WORK

Refer to Specifications.

ARTICLE 27 UNRELATED PROJECTS

Food Service Fit-Up of Lobby Snack Bar.

ARTICLE 28 OWNER SUPPLIED MATERIALS

Refer to Specifications.

ARTICLE 29 REMOVED ITEMS

Deliver to Owner Per Specifications.

ARTICLE 30 INTERIOR ENCLOSURE

Refer to Specifications.

ARTICLE 31 UL INFORMATION TECHNOLOGY

Refer to Specifications.

ARTICLE 32 SMOKE DETECTORS / FIRE ALARM SYSTEMS - EXISTING AND/OR NEW FACILITIES

Refer to Specifications.

ARTICLE 33 SURVEYS RECORDS, REPORTS

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

ARTICLE 34 ALTERNATES

34.1 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.

34.2 Schedule of Alternates:

Refer to Alternates Listed.

ARTICLE 35 FIELD CONSTRUCTED MOCK UPS

Refer to Plans and Specifications.

ARTICLE 36 WORK HOURS

36.1 Standard work hours for this project shall be from 7:00 AM to 5:00 PM, Monday through Friday. The contractor may request additional work hours/days. However, additional work hours and days must be approved by the owner prior to any work being scheduled.

36.2 Core drilling, cutting and select demolition which could cause excessive noise and vibration shall be performed afterhours, on weekend or by appointments

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