UNIVERSITY OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2252-22

Proposal Due Date – 05/10/2022

UK Pav A 12th Floor

TC-223: Doors & Door Hardware Systems

UK Project #2402.16

# REQUEST FOR PROPOSAL (RFP)

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

| | | |
|---|---|---|
| **PROPOSAL NO.:** | **UK-2252-22** | **RETURN ORIGINAL COPY OF PROPOSAL TO:** |
| **Issue Date:** | **04/20/2022** | **UNIVERSITY OF KENTUCKY** |
| **Title:** | **TC-223: Doors & Door Hardware Systems** | **PURCHASING DIVISION** |
| **Purchasing Officer:** | **Ken Scott** | **411 S LIMESTONE** |
| | | **ROOM 322 PETERSON SERVICE BLDG.** |
| **Phone/Email:** | **859-257-9102/kenneth.scott@uky.edu** | **LEXINGTON, KY 40506-0005** |

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/10/2022 by 3 P.M. LEXINGTON, KY TIME.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP:
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

# Table of Contents

ATTACHMENTS:

## 1.0 DEFINITIONS

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

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

The terms "offer" or “proposal” mean the offeror’s/offerors’ response to this RFP.

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

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

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky’s appointed contracting representative.

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

# 2.0 GENERAL OVERVIEW

## 2.1 Intent and Scope

This Requests for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide labor, equipment and materials for complete Trade Contract 223 – Furnish Doors & Hardware systems for the University of Kentucky.

- The Contractor who is chosen to provide the system must provide a turn-key installation with full functionality.
- The Contractor who is chosen to implement the system must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- Testing and Certification

Proposals for the following work will be received by the University of Kentucky, Purchasing Division, Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of, **Trade Contract 223 – Furnish Doors & Door Hardware Systems for Project #2402.16**, as set forth in the specifications and as shown on the sketch as prepared by GBBN Architects and the Scope of Services prepared by Turner Construction Company and approved by the Capital Project Management Division and the under the terms and conditions of this RFP.

To be considered a responsible Offeror, the Contractor must have successfully completed previous projects with similar size, scope of work, and quality requirements to the project being quoted.

The scope of services is further defined in Section 7.0, SCOPE OF SERVICES.

These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

## 2.2 Background Information

This package involves the fit out of the 12th Floor shell space within the existing UK Medical Center for the UK 12th Floor Fit Out project scope of work. The work will be performed under contract with the Construction Manager, Turner Construction Company. This RFP is for Furnish Doors & Door Hardware Systems required to construct the new Neonatal Intensive Care Unit.

**IMPORTANT NOTE: THE SUCCESSFUL OFFEROR WILL ENTER INTO A SUBCONTRACT WITH TURNER CONSTRUCTION COMPANY. THE FORM OF CONTRACT IS INCLUDED WITH THE BID DOCUMENTS. THERE WILL BE NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN THE SUCCESSFUL OFFEROR AND THE UNIVERSITY OF KENTUCKY.**

## 2.3 University Information

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

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

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

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

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center.

As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

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

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

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

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

**SUSTAINABILITY**

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

## 2.4 Supplier Diversity and Procurement

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

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

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

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

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

# 3.0 PROPOSAL REQUIREMENTS

## 3.1 Key Event Dates

| | |
|---|---|
| Release of RFP | 04/20/2022 |
| Deadline for Written Questions | 3 p.m. Lexington, KY Time on 04/27/2022 |
| RFP Proposals Due | 3 p.m. Lexington, KY Time on 05/10/2022 |
| Offeror Presentations* | 05/17/2022 |

*Projected Date

## 3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

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

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

## 3.3 Pre-Proposal Conference

A pre-proposal conference will NOT be held. Please schedule a site review as necessary with Raymond Haunsz – UK CPMD.

Offerors are encouraged to submit written questions the date listed in Section 3.1 Key Event Dates. The University will prepare written responses to all questions submitted and make them available to all Plan holders via an Addendum. The questions and answers will be made part of the RFP and shall become part of the contract with the successful contractor

## 3.4 Offeror Presentations

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

## 3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

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

## 3.6 Proposed Deviations from the RFP

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

## 3.7 Proposal Submission and Deadline

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

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and one (1) printed original copy

- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and one (1) printed original copy

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

**The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.**

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

## 3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

## 3.9 Acceptance or Rejection and Award of Proposal

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

## 3.10 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

## 3.11 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

## 3.12 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

## 3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

## 3.14 Cost of Preparing Proposal

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

## 3.15 Disposition of Proposals

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

## 3.16 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

## 3.17 Questions

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

## 3.18 Section Titles in the RFP

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

## 3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

## 3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

## 3.21 Requirement To Perform Vendor Onboarding and Registration

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

# 4.0 PROPOSAL FORMAT AND CONTENT

## 4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

## 4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

## 4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

- A statement that identifies the confidential information as described in Section 6.23.

## 4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

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

1. When was your organization established and/or incorporated?

2. Indicate whether your organization is classified as local, regional, national, or international.

3. Describe the size of your company in terms of number of employees, gross sales, etc.

4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?

5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.

6. Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

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

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

## 4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

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

1. Please provide a brief narrative describing the history of your company. Identify the ownership of your company.
2. Please provide the Offerors qualifications for performing the work described in this RFP, including specification requirements.

3. Do you have the personnel and/or subcontractors to support the work required for the Doors and Hardware described in this RFP? Provide comments on your capacity and plan.

4. Who will be the Project Manager (Hardware Consultant) for this work? Please provide the resume describing the project manager's qualifications, work experience for performing the work described in this RFP.

5. Offerors must agree that the University shall be able to reproduce any associated training manuals, materials, etc. which are provided as part of the training offered to the University staff.

## 4.6 Criteria 2 – Services Defined

1. Provide a brief narrative explaining how your company will accomplish the services described in this RFP, including number and type of staff (engineering, project management, etc.). In the narrative, please describe each phase of the work, (design, equipment selection, installation, training and after warranty service).
2. Identify the major equipment/materials that will be used in the performance of the scope of work defined in this RFP. Provide product information on the equipment that is being proposed.
3. Provide information on the upgrade/enhancement capabilities/scalability of the systems, each of its components and the ways in which the components are integrated.

## 4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

## 4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

Provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP and to meet the schedule included in the documents. Include manpower schedule

## 4.9 Criteria 5 – Other Additional Information

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

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

## 5.0 Evaluation Criteria Process

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

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

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

The relative importance of the criteria is defined below:

**Primary Criteria**

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

**Secondary Criteria**

- Other Additional Services

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

Proposals must contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

# 6.0 SPECIAL CONDITIONS

## 6.1 Contract Term

The contract resulting from this RFP shall be awarded by Turner Construction.

6.0.19 Attachment "A" 3A Page
6.0.20 General Requirements
6.0.21 General Conditions
6.0.22 Special Conditions
6.0.23 Sample Turner Subcontract Form 36
6.0.24 Attachment "C" Project Safety Program
6.0.25 Attachment "E" Accounting Procedures
6.0.26 Attachment "F" Percentage Markup
6.0.27 Attachment "G" Project Schedule
6.0.28 Attachment "I" Lean Subcontract Exhibit
6.0.29 Attachment "J" PPE Standards COVID-19
6.0.30 Attachment "K" UK Healthcare Contractor CMS Mandate
6.0.31 Attachment "L" CCIP Manual
6.0.32 Attachment "P" Delivery Schedule
6.0.33 SK-103 Delivery Logistics
6.0.34 SK-104 3rd Floor Logistics
6.0.35 SK-105 Basement Logistics
6.0.36 SK-106 12th Floor Logistics

## 6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

## 6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

### 6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

### 6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

### 6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### 6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

### 6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

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

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

## 6.10 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

## 6.11 Termination for Non-Performance

Default

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

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;

- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;

- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

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

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

## 6.12 Funding Out

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

## 6.13 Prime Contractor Responsibility

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

## 6.14 Assignment and Subcontracting

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

## 6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

## 6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

## 6.17 Royalties, Patents, Copyrights and Trademarks

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

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

## 6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

## 6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

| COVERAGES | LIMITS |
|---|---|
| Workers' Compensation | Statutory Requirements (Kentucky) |
| Employer's Liability | $500,000/$500,000/$500,000 |
| Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract | $1,000,000 each occurrence (BI & PD combined) $2,000,000 Products and Completed Operations Aggregate |
| Business Automobile Liability covering owned, leased, or non-owned autos | $1,000,000 each occurrence (BI & PD combined) |

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

## 6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

## 6.21 Reciprocal Preference

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

## 6.22 Reports and Auditing

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

In addition to the aforementioned quarterly reporting of goods and services, contractors are also required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

| | |
|---|---|
| FY Quarter 1 report for purchases dated July 1 through September 30 | Quarterly report due October 20 |
| FY Quarter 2 report for purchases dated October 1 through December 31 | Quarterly report due January 20 |
| FY Quarter 3 report for purchases dated January 1 through March 31 | Quarterly report due April 20 |
| FY Quarter 4 report for purchases dated April 1 through June 30 | Quarterly report due July 20 |

Report headers shall also be completed with the Contractor’s name, contract number, and reporting period.

Reports can be submitted via email to UKPurchasing@uky.edu based by the deadline(s) listed herein.

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

## 6.23 Confidentiality

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

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

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

## 6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

## 6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

**A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html. Access/click the dropdown menu within the web page for the rates information.

**B. Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf.

## 6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

## 6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at http://www.uky.edu/prmarketing/brand-standards. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

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

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

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

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

### 6.28 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

## 6.29 Payment Terms

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

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form.

2. Payments by check. Payment terms for check payments are Net-30.

3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

# 7.0 SCOPE OF SERVICES

## 7.1 Detailed Services Defined

The terms "Sub-contractor", "Trade contractor" & "Contractor" will be used interchangeably throughout the contract documents. A Sub-contractor, Trade contractor or contractor has a contract with Turner Construction Company, the Construction Manager. This Trade Contractor is responsible for all contract documents (specifications, drawings and scope of work). In the event of a conflict, this scope of work takes precedence.

The scope of work in this Trade Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents. All work will be completed in accordance with local codes and ordinances. This work shall include but not be limited to the following (see section 7.1 for details):

- Furnish Hollow Metal Frames
- Furnish Wood Doors
- Furnish AD Systems Doors
- Furnish Door Hardware
- Furnish Door Hardware Sets
- Furnish Electrified Hardware Device Operations Schedule
- Furnish "Pre-Installed" Hardware
- Furnish Glass and Integral Blinds

The following information is intended to clarify and or further define the scope of work included in the bid documents. This shall not be construed as the entire scope of work for this work category. All work described or indicated in the respective specification sections or divisions listed shall be included, except as specifically excluded herein.

1. This Trade Contractor is responsible for all work required to provide turnkey, complete, and operational systems in accordance with the Contract Documents.
2. The General Building Permit will be provided by the others (architect). Obtain all required permits to complete this scope of work including permits required for work on city sidewalks, curbs, and streets. Furnish copies of all permits to the Construction Manager.
3. All guardrail, perimeter rail, tie-off connections, or any other material/equipment necessary to perform this contract safely is included in this contract.
4. All unloading, distribution, staging, hoisting, rigging, scaffolding, platforms, ladders, planking, guying, sheeting, shoring, dewatering, bracing, transportation, access for material, equipment and personnel required to perform this work is included in this contract.
5. All engineering and layout (including controls) to complete this scope of work is included in this contract including protection of reference points and replacement of such points that are lost or damaged during the execution of this work. The Trade Contractor is responsible for all lines, elevations, and measurements executed under this contract. The Trade Contractor shall layout and establish all lines and elevations required for this work. The Trade Contractor shall verify figures and dimensions shown on the drawings or indicated in the approved shop drawings before laying out the work. Verify conditions and dimensions of previously installed work. Report any perceived inconsistency or error in drawings, layout, or previously installed work to the Construction Manager prior to proceeding with the work.
6. All work of this Trade Contractor shall be properly coordinated with the Lexington Fayette Urban County Government (LFUCG), University of Kentucky, and any other authorities having jurisdiction inclusive of premium time for night work required by said authorities.
7. This Trade Contractor is required to sign Turner form 36 subcontract agreement included in the scope of work manual, which takes precedence over the General & Special Conditions.

8. Without limiting this Scope of Work and as indicated in the Contract Documents the following Specifications generally outline the work and as described below:

   a. **DIVISION 00 – PROCUREMENT & CONTRACTING REQUIREMENTS (ALL SECTIONS)**

      **DIVISION 01 – GENERAL REQUIREMENTS (ALL SECTIONS)**

      | **DIVISION 8** | **OPENINGS** |
      |---|---|
      | SECTION 08 1100 | HOLLOW METAL DOORS & FRAMES |
      | SECTION 08 1400 | WOOD DOORS |
      | SECTION 08 3400 | SPECIAL FUNCTION DOORS |
      | SECTION 08 7100 | DOOR HARDWARE |
      | SECTION 08 7100.1 | DOOR HARDWARE SETS – 12th Floors |
      | SECTION 08 7100.2 | ELECTRIFIED HARDWARE DEVICE OP SCHEDULE |
      | SECTION 08 7100.3 | SAMPLE WIRE DIAGRAMS |
      | SECTION 08 7113 | AUTOMATIC DOOR OPERATORS (PARTIAL) |
      | SECTION 08 8000 | GLAZING (PARTIAL) |

   b. This Trade Contractor is also responsible for trade specifications not specifically listed above but required by reference in the listed specifications or as required to perform the scope of work described herein, as well as the Division 0 and Division 1 specifications and the use of the Construction Documents as a whole.

   c. Subcontractor includes all work indicated in specification, unless this scope of work specifically and clearly excludes a portion of a specification.

9. Contract Price is LUMP SUM. There shall be NO additional labor and material escalations allowed

10. Examination of Site – Subcontractor warrants that they have sufficiently reviewed the project site to inform themselves of all items about existing site that are relevant to their work, and the cost of their work.

11. Include protection all adjacent structures during performance of this work. Plan for protection of adjacent structures must be part of the overall plan submitted for approval prior to start of work

12. **SITE LOGISTICS:** Refer to the Site Logistics plans included in the Contract Documents. Delivery trucks are to be scheduled with Turner at least one (1) week in advance. See Attachment P for delivery days/times.

13. Subcontractor change order requests shall be provided with sufficient detail (as acceptable to Turner) to allow for satisfactory review. Subcontractor shall be allowed a maximum mark up for overhead and profit per the markup provisions included in the Subcontract Agreement, or as clarified in Contract Documents above

14. Subcontractor understands that **time is of the essence** in the prosecution of Work under this agreement.

15. Verify layout provided by others. Where this subcontractor is performing work using layout provided by others, this subcontractor shall perform sufficient verification of that layout to reasonably ascertain the validity of that layout. Any deficiencies (or suspected deficiencies found) shall be reported to Turner immediately to allow corrections as needed before start of work by this subcontractor.

16. All Subcontractors must be licensed as required by local, State, or Federal jurisdiction required for work of this trade in this project location
17. This Subcontractor will comply with Turner's corporate safety policy and comply with Site Specific Safety Plan that will include but is not limited to 100% tie-off above 6 feet, 100% Safety Glasses, High Visibility Vests or High Vis style T-Shirts with reflective strips, 100% glove policy, Ladders Last Policy and Nothing Hits the Ground. If you are unfamiliar with any of these policies please ask to see the policy prior to submitting your bid. Failure to be familiar with these policies will not exclude you from complying with them.
18. **Refer to Project General Work Requirements**" in volume one of the project manual. Any costs for work scope items listed in this section shall be included in your lump sum bid. Some work items are listed for specific trade contractors and they shall include those costs in their respective total lump sum bid price.
19. Condoc keynote legend will dictate your scope of work unless noted otherwise.
20. This Trade Contractor shall participate in the construction of on-site **mock-ups** as specified (Specification Section 01 4000) and indicated by the documents and/or noted elsewhere. This shall include providing of materials required for this trade contract scope of work, coordinating with other trade contractors with regard to sequencing of installations and protection of materials etc..., furnishing shop drawings and /or setting drawings and so on. Materials for in place or interim mock-ups shall be secured in advance of normal procurement to allow for ALL trade contractor installations, owner/designer and user reviews and evaluations, meetings, approvals and directive if applicable. Mockups are understood to start with arrangement of wall rough-in through complete room finishes. At a minimum, a mockup for each type of Patient Room will be constructed.
21. Frames, doors & Hardware will include the industry standard labels but free of any and all "stickers" and other markings other than in the hinge recess frame & door number identification.
22. This contractor shall furnish **HOLLOW METAL FRAMES** (FOB jobsite) as shown on the Contract Documents and in accordance with specification section 08 1100
    a. **Storage** of door frames will not be allowed on the project site. Contractor to ship frames at direction of construction manager for immediate installation by the TC-225 Drywall and Ceilings contractor. This TC-223 Doors and Hardware contractor shall estimate no more than ten (10) frames will be in one delivery.
    a. Include wood door protection on both sides & edges. Protection must be sufficient to protect door from carts and other material moving through opening. Continuous protection shall be such to allow door closing after hanging door.
23. This contractor shall furnish **WOOD DOORS** (with PRE-INSTALLED HARDWARE*) as shown on the Contract Documents and in accordance with specification section 08 2100.
    a. Undercutting of doors will be required - coordinate the exact dimension with Turner Project Superintendent.
    b. This contractor is to provide a shim pack for all door openings (shipped loose with each door package). Provide shims appropriate for each type of hinge for use by TC-224 General Trades installation in the field.
    c. Include door protection on entire lower half of door. Protection must be sufficient to protect door from carts and other material moving through opening. Continuous protection shall be such to allow door operation after hanging door.

d. **Storage** of wood doors will not be allowed on the project site. Contractor to ship doors at direction of construction manager for immediate installation by the TC-224 General Trades contractor. This TC-223 Doors and Hardware contractor shall estimate no more than ten (10) doors will be in one delivery.

24. This contractor shall furnish and install **FINISH HARDWARE** as shown on the Contract Documents and in accordance with specification section 08 7100. The intent is that the hardware be installed on the doors before they are shipped to the project site. This hardware shall be protected during transportation.

    a. **Pre-install door hardware** in accordance with the hardware specifications but given the following exceptions/conditions: All hardware (closer arm & cover & frame shoe, floor closers, frame strike plates, wall & floor stops, weather stripping, thresholds, floor plates, door bottoms, wall/door mags, frame silencers) attached to the walls, floor or frame is packaged "loose" with each door. Hinges are pre-installed on door. Inspect door and hardware, address manufactures errors & omissions before shipping FOB jobsite. Cylinders are pre-installed in hardware before shipping. Contractor will be charged all costs for any hardware not listed above that comes "loose" to be installed on the project.

    b. **Pre-installed door hardware** means that all wiring is installed and connected to the hardware for all secure, and non-secure doors. The intent of the pre-installed hardware is for the door/hardware assembly to be installed without having to remove the pre-installed hardware for any "future installation."

25. This contractor shall furnish **AD Systems Doors** as shown on the Contract Documents and in accordance with specification section 08 3400.

    a. **Storage** of these door systems will not be allowed on the project site. Contractor to ship doors at direction of construction manager for immediate installation by the TC-224 General Trades contractor. This TC-223 Doors and Hardware contractor shall estimate no more than two (2) door systems will be in one delivery.

26. This contractor shall furnish **ELECTRIFIED HARDWARE DEVICE OPERATIONS SCHEDULE**.

    a. Provide a **qualified hardware consultant** to take the lead role in the final coordination of the sequence of operation for each electrified door and all required tie-ins and interfaces by the various technology disciplines. These disciplines shall include, but are not be limited to, fire alarm, HVAC controls, access controls, etc. This consultant <u>shall prepare sequence of operations, schematics, wiring diagrams etc</u>. Consultant shall attend and run meetings (at the jobsite in Lexington, KY) with the owner's staff, security consultant, jobsite electricians and technology contractors, etc. to work through all details and expectations of the final operation.

    b. All electrified doors (as part of the hardware set) are to include an electrified termination box to be installed above ceiling of each door. Each termination box is to include a sticker on the front cover detailing the wiring layout of each opening. The purpose is to provide a "clean" connection point for all systems for each opening.

    c. This contractor should expect to lead multiple onsite meetings over the first half of the project in order to coordinate the doors, hardware and keying information for this project. This is very important to the project and a high level of involvement is expected.

d. This contractor is also to include costs to “troubleshoot” door and hardware problems/issues at the end of the project. Hardware consultant is to act as a resource to solve door opening issues. Contractor shall include traveling to the project site to troubleshoot if needed.

27. Contractor shall provide **wiring diagrams** for all electrified doors. Contractor shall coordinate these with the contract drawings and specs. Contractor shall inform the construction manager if there is conflicting information between the contract documents. Contractor to include in their pricing the more expensive of the options if conflicts are not resolved.

28. This contractor shall furnish **DOOR HARDWARE SETS** as shown on the Contract Documents and in accordance with specification section 08 7100.01.

29. This contractor shall furnish and install in wood doors the **GLAZING** as shown on the Contract Documents and in accordance with specification section **08 8000 GLAZING**. This contractor to include any associated trim and/or stops to finish the doors. Contractor shall protect pre-installed glazing for transportation to the project site. The intent is that the doors are delivered to the project with glazing already installed.

    a. This contractor to furnish and install the **INTEGRAL BLINDS** in wood doors as shown on the Contract Documents and in accordance with specification section **08 8000 GLAZING.** Blinds and glass to be installed and protected on doors prior to shipping to project.

    b. This contractor to furnish **INTEGRAL BLINDS** in hollow metal frames as shown on the contract documents and in accordance with the specification section **08 8000 GLAZING**. Blinds to be shipped to the project and installed in the hollow metal frames separately by TC-224 General Trades contractor. This contractor is to coordinate with TC-224 General Trades to ensure timely deliveries as not to delay installation.

30. Provide ten (10) Best keyway cores for access panel doors. Coordinate with construction manager for specific keying information.

31. Provide fifteen (15) ea. temporary construction cores (compatible with Best) with 5 keyed separately from the total (two separate keyways needed). Turn over to the construction manager with a total of 30 keys (2 for each lock).

**32. Excluded Work:**

Field install of doors, frames and hardware.

Furnish ICU/CCU Doors and Hardware.

Furnish Automatic Door Operators

## 7.2 Optional Services

None

## 8.0 FINANCIAL OFFER SUMMARY

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

### 8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

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

**BASE OFFER**

FOR THE LUMP SUM OF______________________________________________

(USE WORDS)

______________________________DOLLARS AND______________________________CENTS.

(USE WORDS) (USE WORDS)

($____________________________)

### 8.2 Optional Services (Section 7.2)

None

### 8.3 Alternate Pricing

None

### 8.4 Bond Cost

Cost of Performance and Payment Bond (Base Offer + Alternates) $________________________

*DO NOT INCLUDE THIS COST IN YOUR BASE OFFER OR ALTERNATES*

## 8.5 Cost Breakdown

Fill in the following breakdown of costs included in your base offer. Each item is to include labor, material & equipment. These will neither be considered unit prices nor will the numbers listed here limit obligations required in the bid documents. It will be used only to aid in verifying completeness of the offers.

| DESCRIPTION OF WORK | COST INCLUDED IN BID |
|---|---|
| Engineering, Shop drawings, and Submittals | $________________________ |
| SECTION 08 1100 HOLLOW METAL DOORS AND FRAMES | $________________________ |
| SECTION 08 1400 WOOD DOORS | $________________________ |
| SECTION 08 3400 SPECIAL FUNCTION DOORS | $________________________ |
| SECTION 08 7100 DOOR HARDWARE | $________________________ |
| SECTION 08 7100.01 DOOR HARDWARE SCHEDULE | $________________________ |
| SECTION 08 7100.02 ELECTRIFIED HARDWARE DEVICE OPER. SCHED. | $________________________ |
| SECTION 08 8000 GLAZING | $________________________ |
| **Qualified hardware consultant** & Door Hardware coordinator | $________________________ |
| Door and Frame Repair Allowance | $5,000 |
| General Work Requirements (Section F Items) | $________________________ |
| Remaining work not listed above, Overhead & Profit | $________________________ |
| **TOTAL BID AMOUNT (SHOULD MATCH PROPOSAL)** | $________________________ |

## 8.5 Unit Prices

None

## 8.6 Allowances

Door and Frame Repair Allowance $5,000

## 8.7 Schedule of Values

Within seven (7) days after the contract signing, the SUCCESSFUL BIDDER is to provide a bid breakdown for Monthly progress billing purposes in a format furnished by the Construction Manager. Each item is to be separated into Labor and Material, except Allowances. Minimum line items will be included for CCIP, Mobilization, Engineering/ Submittals, Safety, Clean Up, Close-Out, Punchlist, Record Drawings, Warranty, etc. The Successful Contractor is to list MBE/WBE Subcontracts and Purchase Orders separately in the Schedule of Values.

The Successful Contractor is to list MBE/WBE Subcontracts and Purchase Orders separately in the Schedule of Values.

## 8.8 Supplemental Information

1. Complete the Supplemental Form of Proposal (Pages 1 thru 6)
2. Company Financial Statement
   * Pursuant to KRS 45A.110, if the bidder wishes nondisclosure of certain information he/she shall enclosed the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document.

## 9.0 DRAWINGS AND SPECIFICATIONS

The following is a listing of contract documents:

1. Contract Drawings – Renovate/Upgrade UK Healthcare Facilities – Pavilion A – 12th Floor Patient Room Fit Out Project Number 2402.16 as prepared by GBBN Architects, dated March 23rd, 2022.
2. Project Manual, prepared by Turner Construction & GBBN Architects, Inc. – Volumes One (1) thru Four (4) Renovate/Upgrade UK Healthcare Facilities – Pavilion A – 12th Floor Patient Room Fit Out Project Number 2402.16
3. TCCo Sketches: SK101 – SK106, and SK108

The Offeror, in compliance with your Request for Proposal for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification. Offeror understands that successful offeror will enter into a contract with Turner Construction Company utilizing Turner's Subcontract Agreement Form 36 without modification.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ____________________________ DATED ___________

ADDENDUM NO.____________________________ DATED ___________

ADDENDUM NO.____________________________ DATED ___________

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)

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# Attachment "A"
# ADDITIONAL PROVISIONS

## A. GENERAL

*Attachment A – Additional Provisions and Attachment B – (Technical) Scope of Work go together to define the requirements of this Subcontract. Attachment A is a more of a general Summary of the Contract Documents, Price, etc., while Attachment B is the Trade Specific (technical) Scope of Work.*

The Additional Provisions and Scope of Work is intended to be general in nature. The intention is to have this Subcontractor perform all related work shown on the Contract Documents other than those items specifically indicated below to be excluded. The Additional Provisions and Scope of Work takes precedence over the Drawings & Specifications in the event of a conflict in trade assignment or responsibility. By accepting this contract, the Subcontractor is verifying that the plans and specifications clearly identify the Subcontractor's work.

The terms "Sub-contractor", "Trade contractor" & "Contractor" will be used interchangeably throughout the contract documents. A Sub-contractor, Trade contractor or contractor has a contract with Turner Construction Company, the Construction Manager. This Trade Contractor is responsible for all contract documents (specifications, drawings and scope of work).

## B. CONTRACT DOCUMENTS

- Contract Drawings – 12th Floor Patient Room Fit Out Phase 3 - Doors and Hardware Package as prepared by GBBN Architects, dated March 23rd, 2022.
- Project Manual, prepared by Turner Construction & GBBN Architects. – Volumes One (1) through Four (4) 12th Floor Patient Room Fit Out Phase 3 - Doors and Hardware Package
- Addendum #__ dated __________ prepared by Turner
- Addendum #__ dated __________ prepared by Turner
- Addendum #__ dated __________ prepared by Turner

## C. ADDITIONAL CONTRACT DOCUMENTS

- **Attachment "B" – Trade Contractor ___ Scope of Work**
- **Project General Requirements**
- Contract Document List - Refer to drawing TS
- **Attachment "C"** Project Safety Program dated January 26th, 2022
- **Attachment "E"** Accounting Procedures
- **Attachment "F"** Percentage Markup Sheet
- **Attachment "G"** Project Schedule
- **Attachment "I"** Lean Subcontract Exhibit
- **Attachment "J"** PPE Standards COVID19
- **Attachment "K"** UK Hospital 12th Floor COVID Vaccination Plan
- **Attachment "L"** CCIP Manual dated January 7th, 2022
- **Attachment "P"** Delivery Schedule
- **Sketches** SK101-SK106, SK108
- **Project General Conditions**
- **Project Special Conditions**
- Note: The General Building Permit will be provided by the others (architect). Obtain all other required permits; submit copies to the Construction Manager.
- Note: This Trade Contractor is required to sign Turner form 36 subcontract agreement included in the scope of work manual, which takes precedence over the General & Special Conditions
- All "Additional Contract Documents" have either been provided to Subcontractor, or are attached to this contract. Signature of Contract by Subcontractor indicates receipt and acceptance of these documents as part of the Contract.

## D. CONSTRUCTION SCHEDULE

- Refer to Project Milestone schedule (ATTACHMENT "G") included in project manual.

- <u>Shift work, multiple mobilizations, and out of sequence work will be required. It is imperative that all milestones be met. The Bidders shall include all necessary costs, including, but not limited to, premium time, shift work, out of sequence work, etc. to meet these milestones.</u>
- Due to the critical nature of the schedule, the Trade Contactor must supply the Construction Manager a detailed plan for his production on the project within 20 calendar days of Contract Award. Please note that this plan must be compatible and complimentary to the Project Schedule. Plan shall include the following items:
  - A. Starting, peak, and final manpower requirements, including subcontractors. Include production rates if requested
  - B. Shift work plan.
  - C. Number of Foremen
  - D. Anticipated lead times and permit approval.
  - E. The Trade Contractor shall work with the Construction Manager and Contractors in "Pull Planning" and the 6-week look-ahead schedule, including manpower information, on a weekly basis. Compliance is a prerequisite for payment.

## E. <u>WORK INCLUDED</u>

Refer to Attachment "B" – Scope of Work

## F. <u>SPECIAL REQUIREMENTS</u>

- <u>Sales/Use Tax Status</u>: Refer to "Instruction to Bidders" of Bid Manual for details. This project is taxable, all applicable taxes in your bid.
- <u>Prevailing Wage:</u> N/A, not required.
- <u>Insurance Program:</u> This Project shall utilize a Contractor Controlled Insurance Program ("CCIP"). Refer to attachment D of Bid Manual for details, instructions, etc.
- <u>Retainage</u>: <u>If job is Kentucky (any job)</u> – Retainage Conditions shall be in accordance with the "Fairness in Construction Act" of 2007. Namely, Retainage for all Subcontractors shall be 10% until both the Project <u>and</u> the Subcontractor achieves 50% completion. At that point, retainage for all Subcontractors shall be reduced to 5% of Total Contract Value.
- <u>E&O Insurance:</u> N/A
- <u>Builders Risk:</u> (policy by Turner). Refer to Project General Requirements document for details including responsibility for deductible. Any such event occurring upon the Work site, covered under Builder's Risk policy and for which a claim is filed, the causing subcontractor shall be held responsible to incur the deductible cost of this policy in its entirety for said occurrence.
- <u>Application for Payment</u>: Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura-CPM™ payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura-CPM™ payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value, with a minimum fee of $50 and a maximum fee of $3,750. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of $100 per sub-subcontractor or supplier contract.
- <u>Turner Accelerated Payment Program</u> - The attached KENTUCKY Rider - Accelerated Payment Program amends and supplements your Agreement with Turner and provides you the opportunity to enroll in the Program through Textura CPM and receive accelerated payments from Turner on your invoices. Formal enrollment into the Program can then be accomplished via the Textura CPM system. Additional information and Program benefits are included in the attached Turner Accelerated Payment Program summary. You may be contacted by a representative from Turner or Textura who can provide additional information on the Program and answer questions you may have or you may call Textura at 1-866-TEXTURA (839-8872) with any questions.
- <u>OSHA 30 Hour Certification</u>: All subcontractors must have completed an OSHA 30 hour class. One person must be certified for all contracts under $5M, and two people must be certified for contracts over $5M. <u>The 30 hour certified person(s) must be on-site 100% of the time</u>. This OSHA 30 hour certification must be updated through Turner's 1.5 hour Safety Update Training every two years through Turner University.

**Attachment "A"**

**ADDITIONAL PROVISIONS**

- Stormwater Compliance: If this project is required to obtain an NPDES permit per the EPA, all subcontractors working on the site will be required to attend the Turner Stormwater Subcontractor Orientation and Pre-Plan meeting prior to beginning work, and weekly coordination meetings. Furthermore, Subcontractors involved in earth moving/disturbing activities (excavation, foundation or utility trenching/excavation, grading, landscaping, paving, on site batch plant) or those responsible for installing or maintaining BMP's will be required to take the online Turner Stormwater Subcontractor Short Course Intro into Erosion and Sediment Control prior to attending the preconstruction meeting. The person or persons taking this online course must have a regular presence on the project. All subcontractors must comply with the requirements of the Stormwater Permit.
- Asbestos/ Lead Awareness: **N/A**
- Waste Tracking Requirements: Subcontractor who includes removal of waste from the project site ("dumpsters") as part of their scope of work, will submit all waste data using TurnerTracker account (monthly cost paid by subcontractor or their waste hauler). Data must be entered into the Online Waste Tracking system by the fifth (5th) day of the month following the invoice period. Subcontractor shall make every effort to maximize percentage of material recycled.

  All Subcontractors shall comply with the project Construction Waste Plan. This may include sorting your construction waste and placing it in appropriate dumpsters (either co-mingled or site-sorted) per the project CWP. All subcontractors are required to recycle to the maximum extent possible per the terms of the Subcontract Agreement
- MBE/WBE participation: Refer to MBE/WBE Participation Goals document for details regarding the project inclusion program and/or goals for the University of Kentucky.
- No-Idling Standard: Trade partner agrees to comply with Turner's No-Idling Standard. All trade partner vehicles within the project site fence (including, but not limited to, transportation and construction equipment, delivery trucks and personal or company trucks) shall not idle. The only allowable exceptions to the standard are as follows:
  1. Ambient air temperature exceeds 85°F or falls below 32°F (or as defined by local or regional temperature limits, whichever is stricter)
  2. Engine idling is required for the function of auxiliary equipment (i.e. cranes, concrete pumps, etc.)
- **Additional Subcontract Agreement Article Pertaining to Harassment**

  This agreement includes and acknowledges the addition of the following Article as if inserted immediately following the Ethics and Compliance Article of this agreement as follows:

  **New Article XV: Harassment**

  It is the goal of Contractor to promote a work environment at the Project that is free from harassment of any kind. Contractor has ZERO TOLERANCE for harassment, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered domestic partners), parental status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law. Subcontractor agrees to be bound by the Policy Statement on Harassment referenced in Article XXII below, and any violation or suspected violation of such policy by Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article XI of this Agreement. Subcontractor shall actively promote a harassment-free work environment among its officers, agents, servants, employees, subcontractors, and suppliers.

## G. WORK EXCLUDED

Refer to Attachment "B" – Scope of Work

## H. ALTERNATE PRICES

Refer to Attachment "B" – Scope of Work for Description of Alternate

# Attachment "A"
# ADDITIONAL PROVISIONS

**I. ALLOWANCES**

Refer to Attachment "B" – Scope of Work for Description of Allowances. Contract Prices INCLUDES Allowances

**J. UNIT PRICES**

Refer to Attachment "B" – Scope of Work for Description of Unit Prices

**K. CONTRACT PRICE SUMMARY**

| | |
|---|---|
| Base Bid Amount | $ |
| Adjustments | ___________ |
| **CONTRACT TOTAL** | **$** |

**By execution of this Agreement, Subcontractor agrees that Subcontractor's proposal, including all quantities, terms, and conditions, is Null and Void. This Subcontract Agreement details the terms of the Agreement, and shall be the primary reference point for clarifications of issues during course of project.**

END OF ADDITIONAL PROVISIONS

Attachments:

- Attachment B - Scope of Work for this Subcontract Agreement

## GENERAL WORK REQUIREMENTS

1. All Trade Contractors shall provide full time supervision while its forces are working on this Project. The Trade Contractors' jobsite supervision shall be experienced in his trade and be capable and have authority to make decisions regarding costs, manpower, and schedule. The Trade Contractors shall obtain the approval of the Construction Manager of his job management personnel prior to their assignment to the Project. Trade Contractors' supervision and management personnel shall not be changed without prior approval of the Owner or Construction Manager.
   A. Onsite project supervision shall have minimum 5 years of active hospital construction experience. Resume's will be due after low bid is determined.
2. **TC-224** General Trades Contractor will be responsible for all dewatering and/or snow removal required. This would apply to areas outside of the building that are to be used for "staging", material stocking, and other deliveries. This would also apply to the offsite parking, landing platform, any stair towers, and project walkways.
3. Work hour details for this Project's existing areas:
   A. Assume ALL work contained in this work scope that occurs in occupied areas shall be performed AFTER normal working hours (off shift work hours).
   B. **12$^{th}$ Floor** construction area – 7:00am to 3:30 pm Monday to Friday. Special work hours and off shift hours will be determined for noise making activities such as core drilling, drilling of anchors and shot pin installs. The noise making activities shall be scheduled for Night or Weekend work.
4. All contractors shall review the documents to understand what work is included in this **12$^{th}$ Floor** Project. Ask specific questions with any clarifications needed.
5. **Storage** of bulk amounts of materials and equipment is restricted due to limited space on the jobsite and within the limitations of the staging area. This project will be utilizing "Just-in-Time" delivery and "Kit-of-Parts" prefabrication. Trade Contractors must schedule and cycle no more material than can be installed in-place **within a 3 day or less period**. Moving of materials stored inside the staging areas will be necessary and the Trade Contractors shall promptly respond to any request from the Construction Manager to move material. Trade Contractors shall include required costs for off-site storage and any additional handling of materials involved with offsite storage.
   A. All pallets brought to site must be on wheels. Pallets brought to site without wheels will be refused and sent back at the contractor's expense.
   B. All drywall deliveries will be staged on A-Frame carts. Stacking of drywall will not be allowed on the floor or on dunnage. Plan for an adequate amount of A-Frame carts to accommodate this.
   C. All long building materials (studs, conduit, pipe, etc.) shall be stored on a sortable material cart. These carts must be mobile. Provide enough carts so that each crew has a minimum of one. Each crew shall also have a minimum of one working cart for small materials and material fabrication. Carts shall employ "nothing hits the ground" mentality.
6. **Fuel storage** on site is NOT allowed and fueling procedures must comply with applicable regulations, Project Safety Plan and receive the Construction Managers approval. No gasoline or diesel powered equipment will be operated inside enclosed building areas. There will be no fuel storage permitted inside the building.
7. **Access to/from the existing Hospital** by the public, ambulances, and hospital staff is to be maintained at all times. Fire department access must also be maintained around the hospital during construction. It shall be the responsibility of the Trade Contractors to ensure that all road entrances, exits, fire lanes, building entrances, loading docks, etc. are not blocked by the progress of its work, its deliverymen or contractors in their employ. This is inclusive of providing temporary access and protection including, but not limited to temporary walks, overhead protection, barricades, signage, etc. Temporary provisions are to be in accordance with UK standards. This access and protection shall be to the satisfaction of the Construction Manager.
8. The Cooper/University/Hospital Dr, entrance/exit will be used as the main **construction entrance/exit**. No construction traffic is permitted to enter through the North/South/West sides of UK Medical Center buildings, or through the UK Emergency Department parking/walkways/drives, or VA hospitals and parking garages. Construction delivery entrance on the East side of the Pavilion A will be limited to those areas designated accordingly.

9. Trade Contractors are to provide all **street permits**, bonds, police details, flagman, off-duty police, street/lane closure permits, traffic control, and barricades as required to complete the work. This includes deliveries of material. Roadways and driveways may not be blocked without prior approval. Furnish copies of all permits to the Construction Manager.

10. All **deliveries requiring a crane** will require an approved lifting plan per Turner's safety plan and must be approved by Turner and UKMC. A UK lifting plan must also be submitted to the construction manager to gain approval from UKMC. <u>Allow four (4) weeks minimum prior to the crane arriving onsite to gain these approvals</u>.

11. Trade Contractors shall not order or **consign** materials for the project in the name of the Owner, Architect or Turner. Turner Reserves the right to reject all such shipments received in this manner. Deliveries must be coordinated with the Construction Manager a minimum of (1) week prior to receipt on site. Any material deliveries without notice will be given access on an "as available" basis. Also reference Turner's standard subcontractor contract 36 article VI.

12. Trade Contractors are responsible to **protect** all adjacent properties and structures, including lawn and planting areas as required to execute the work. Trade Contractors will be responsible for immediately replacing/repairing any damage to existing utilities, existing structures, lawn and planting beds in or outside of the building limits caused by the trade contractor's workforce.

13. It is the responsibility of the Trade Contractors to contact the local **utility locating** service and have all utilities located prior to mobilizing heavy equipment used for lifting or hoisting. The Trade Contractors should also contact the Owner (UK), through the Construction Manager, and have all UK owned utilities located as well.

14. This project is in and around an existing hospital & University. **Utilities or services**, including pavement to the Owner's facilities (and surrounding facilities) must be protected and maintained 100% of the time when possible (as determined by the Owner, Consultant, or Construction Manager). All costs associated with the work required to maintain service shall be the responsibility of the Trade Contractor performing the associated work. Trade Contractors are responsible to immediately repair any utility damaged or disrupted during the course of its work whether the utility be known or unknown. If the utility is unknown, the Trade Contractor(s) making the repair will be compensated for the work. If the utility is known, the Trade Contractor(s) is responsible and liable for any and all costs of repairs. Failure to immediately repair damaged utilities per the requirements of the utility Owner will result in the work being performed by others at the Trade Contractor's expense. Repair work shall begin immediately and be continuous (24/7) until the service is restored. All costs associated with this work to repair known utilities are the responsibility of the Trade Contractor. If unknown utilities are discovered, they must be reported to the Construction Manager in writing who will in turn investigate with the assistance of the Engineer and Owner.

15. All Trade Contractors must submit an **Outage Request** Log for all anticipated utility outages within 10 days of Contract Award. Submit individual Outage Requests a minimum of 3 weeks prior to the requested outage. Major outages may require more coordination, and must be submitted 6- 8 weeks in advance. Trade Contractors should coordinate with each other to avoid duplicating Outage requests. Include the costs for premium labor for cut-ins, switchovers and other operations requiring interruption to the daily operation of the Project Site as well as the Owner's adjacent facilities. (See $5^{th}$ Floor Outage Request Log)

16. It is the responsibility of each Trade Contractor to make certain that all of its Work performed under the Construction Contract is in accordance with all applicable laws, statutes, ordinances, codes, and regulations. Trade Contractors shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority with jurisdiction over the performance of the Work. Contractor shall promptly pay all fees, taxes, deposits, charges, penalties, or interest that may be claimed against or paid by Owner/Construction Manager due to any failure to comply with any such laws, statutes, ordinances, codes, or regulations (including those pertaining to permits, licenses, or notices). This shall include any and all professional engineering fees required.

17. Trade Contractors must provide all necessary fasteners, **supports**, and attachments for the installation of their own work. Trade Contractors must submit to the Construction Manager for approval by the A/E, the means and methods in which they plan on attaching hanger/supports to concrete decks.

18. Trade Contractors must provide any and all **fire stopping, fire proofing,** and/or joint sealants required for the scope of their work (Unless otherwise noted) including but not limited to penetrations, slab edge conditions, adjoining surfaces, etc. To the satisfaction of the governing authority, the drawings, and specifications.

A. All trade contractors completing fire stopping work shall include all necessary **repair and replacement of destructive testing** by the inspection agency performing inspections required in the 2012 HBC code section 1705.16. This includes any labor, new materials and equipment to re-install the fire stopping to meet code and UK compliance.

B. All trade contractors shall provide a permanent self-adhesive label at both sides of each fire stop penetration with detailed information on manufacturer, model, type and application of Fire Stopping at that specific location. Labels are to be Red with White Lettering.

C. An in-place mock-up of each type of floor and wall penetration Firestop is required to demonstrate materials and quality. Do not proceed with the work until the mock ups have been approved. This is required of each Trade Contractor installing firestopping.

19. Trade Contractors are responsible for the layout and installation of all **"Core Drilling"** required for its work, including Controlled Access Zones (CAZ) below. Provide sleeve (core drilling) installation drawings for approval. Include in these drawings size, quantity and location of all sleeves. The installation of the sleeves and penetrations shall be **coordinated** with the other contractors. No core drilling of concrete beams and/or pan joist will be permitted. Trade Contractors will be responsible for any coring, cutting, patching, or supports required for the installation of its work. Sleeves shall be cored upon the approval of the Structural Engineer. Any and all <u>unused</u> sleeves shall be dowelled and concrete in-filled by the Trade Contractor not requiring the penetration; this includes any "spalled" concrete necessary repair as a result of penetration(s).

A. All cores will be over the existing 11th floor patient area. All water and debris must be completely contained. Core drill machine shall be Hilti DD-WMS 100 or similar contained unit.

B. All materials that are installed through these holes shall utilize a double clamp system. These clamps shall remain in place until material is connected and supported from below.

20. Trade Contractors shall be responsible for the **restoration/repair** of any existing finishes that become damaged during the course of work including but not limited to: existing fireproofing/fire stopping material; drywall patching, paint/primer of walls and block, chair rail, doors, ceiling tile, plants and planting beds, paint/primer touch up of steel and/or patching of any concrete as the result of the attachment of the clips, hangers, supports, and any other similar items required by the performance of the Work.

21. Trade Contractors must employ the proper trades and provide composite crews if necessary to perform this Scope of Work and to avoid jurisdictional disputes.

22. Trade Contractors will comply with all requirements of the Contract Documents as to **Contract Close-Out**, including, but not limited to, Operation and Maintenance data, system training, and project record documents. **O&M Manuals**, training schedules and preliminary as-built drawings are due to the CM prior to 70% trade contractor complete progress billing. The Trade Contractor will be required to submit a form that certifies that all systems, equipment, firestopping comments and incorporated products furnished by the Trade Contractor are complete and operational for the purpose for which the system or product were intended. Each Trade Contractor is responsible to video all start up and training. This video must be of "professional quality" (no cell phone videos) and submitted to the Construction Manager in proper format as part of the Contract Closeout Documents.

23. Trade Contractors shall maintain, at the site of the Work, **as-built drawings**, which will be updated on a weekly basis showing actual installation and all changes in the Work. These drawings will be legibly identified as "Record Documents", with changes noted in a legible, concise and explanatory manner in <u>red ink</u>. The Record Documents are subject to review by the Construction Manager on a weekly basis. Any contractor not keeping a current record of the changes made to its Work on the Record Documents will be subject to having Progress Payments withheld until all changes are brought current to the satisfaction of the Construction Manager. Final As-Built Record Documents must be submitted to the Construction Manager in electronic format. As-built drawings and photos shall be reviewed by the Construction Manager prior to covering the work.

24. Trade Contractors are responsible to survey and inspect all **substrate work** performed by others prior to starting its own work. Any and all discrepancies, out of tolerance work, or otherwise unacceptable work must be reported the Construction Manager in writing prior to the start of work. The start of work indicates acceptance of the substrate material.

25. Each Trade Contractors acknowledges that his Work must be **coordinated** with the work of other trades and further agrees to coordinate his shop drawings, details, and submittals with those of other trades to ensure proper installation of all materials in accordance with the Project Schedule.

26. Each Trade Contractor shall **protect** his own Work and materials adjacent to his work until accepted by the Architect, Engineer, Construction Manager and the Owner. Trade Contractors shall be responsible for replacing, repairing, or the expense to repair, any damage caused by the performance of their Contract Work. In the event damages occur to existing work and is unidentifiable to a specific trade, all repairs and replacement costs will be distributed equally to all trades working in that area.

27. Each Trade Contractors, upon notice, shall correct all **deficiencies** in a timely manner before proceeding with the next sequence of Work. Trade Contractors shall be financially liable for any delays to the Project or other contractors due to their deficiencies or the untimely correction of their deficiencies.

28. Each Trade Contractor requiring temporary protection or **temporary** heat to complete its work in accordance with the Plans, Specifications and Project Schedule is required to provide the protection and/or heating.

29. The **existing 110V power** outlets will be available for use. Each Trade Contractor is required to provide its own temporary power (generators tentatively not applicable) and lighting if additional is needed beyond the temporary power onsite. Consumption costs are by the Owner. All trades are responsible to provide their own power for welders. They are not permitted to be run on the temporary power provided for the work of this bid package(s). At no time shall the noise generated by generators be overwhelming or disruptive to University operations. Generators shall be placed to minimize noise and exhaust impacts.

    A. TC-232 Electrical and Technology Contractor will provide and maintain temporary electric power stations and temporary lighting per their work scope.

30. The Fire Alarm contractor (via **TC-232 Electrical and Technology**) will be responsible to provide, protect, and remove (when no longer required) **heat sensors** and protection of existing **smoke detectors** for all the work, material transport, and material storage areas associated with this project meeting UK requirements. All construction and staging areas will require heat detectors during construction as per UK standards, heat detectors will be installed on service loop to move as construction develops. Installation will start within 10 days of contract award. Detectors will need to be monitored by building management system. No T-Tap connection to existing system is allowed.

31. Each trade contractor is to provide their own **drinking water**.

32. Obtain any and all required licenses including a **Contractor's license** fee for doing business in the locale. Provide copies of the license to the Construction Manager.

33. Upon request, Trade Contractors must provide the Construction Manager with field copies of lat**est referenced standards**.

34. This project will utilize a **LEAN scheduling** approach to fully-develop this project's scheduling details (See Attachment I). All contractors will be required to participate in reverse-phase, pull-planning scheduling secessions to develop and schedule the construction work. Superintendents and key foreman will be required to participate in these secessions. Participants are expected to come prepared with work scopes broken down into components knowing their scope details, manpower requirements, and expected durations.

35. Each Trade Contractor shall submit a **submittal schedule** to The Construction Manager within 10 days of Contract award. Submittal submission must begin within 15 days of Contract award or sooner if required to maintain the Project Schedule. Schedule shall include material lead times. Please note that all submittals must be sent to Turner Construction's Pavilion A jobsite office for review. Include the costs for any postage required. Submittals will be in accordance with the Special Conditions Article 8.

36. All Trade Contractors' superintendents and foremen are required to have **cell phones** compatible for reception in and around the project areas for daily contact. All Trade Contractors and their sub-contractors are required to have **at least one (1) iPad** that will be used for review of electronic drawings and other project information as well as **at least one (1) iPad** that will be used for electronic punchlists and project execution via Autodesk BIM 360. These iPads are to be used on the construction site and shall be onsite at all times each company's workers are present for those worker's use.

37. The Contract Price shall be based on a normal forty (40) hour workweek unless otherwise specified i.e. first shift but may be staggered, Monday - Friday. All work to be performed for tie-ins to existing utilities/services shall be figured at a rate outside the normal (40) hour workweek. All tie-in work shall be scheduled with written approval and coordinated with Turner's Superintendent. Unless Turner's Project Superintendent issues written instruction/agreement otherwise, if the a contractor works beyond the eight (8) hours per day, five (5) days per week normal work period, he shall bear all added costs. Trade Contractors shall notify Turner's Project Superintendent by 12:00 PM (noon) 2-days before the requested overtime to allow

time to make proper arrangements. Overhead and profit markup shall not be permitted on **premium time** costs or on shift work premiums.

38. **Office and storage trailer(s)** will not be permitted onsite due to site limitations. Trade Contractors will be allotted space for one (1) 40'x10' conex box across Limestone from the hospital for storage and/or office space (see **SK-108**). Stacking of conex boxes is allowed, but must be approved by Turner. Each perspective TC will be responsible for ALL utilities required at conex box. B**reak area** for workers will be located on the 2nd floor (see **SK-102**).

A. **TC-232 Electrical and Technology** contractor shall include maintaining temporary lighting and power receptacles for the 2nd floor shell area. This contractor shall include maintenance of all temporary lighting, power, and technology.

B. It is intended that workmen could gather on level 2 in a generalized open space for lunch and break area provisions. See **SK102** for more information. Taking break in the work area on the 12th floor is not allowed.

C. **TC-224 General Trades** to include cleaning of the break area three times per week. This shall include a wipe down of all touchable surfaces in the area.

D. **TC-224 General Trades** shall provide and maintain thirty (30) plastic folding tables and seventy (70) folding chairs for general use of all site personnel.

E. **TC-224 General Trades** shall provide, maintain, and clean two (2) 25 cubic foot refrigerators for general use of the trade contractors.

F. **TC-224 General Trades** shall provide, maintain, and clean two (2) 2 cubic foot microwaves for general use of the trade contractors

G. **TC-231 Plumbing and Mechanical** shall remove the existing slop sink tied in next to the restrooms and replace it with a similar product. Contractor to maintain sink for the duration of their contract. It is the intent that this be used for a clean out basin. Contractor is to install straining material to reduce stoppage of sink. If sink does become stopped, it is this contractor's responsibility to clear it.

H. **TC-224 General Trades** to include cleaning of the construction managers' offices and restrooms located on 2nd floor and in trailers. This shall include a wipe down of all touchable surfaces in the area, sweeping, moping, cleaning sinks, etc. This is to be a weekly activity from the start of this contractors work through the completion of the project.

39. The Trade Contractors must attend all **required meetings** as follows:

A. The **Weekly Work Plan meeting** for overall job coordination. Attendance is mandatory for all Trade Contractor superintendents and foreman. All attendees must have the authority to make decisions and commitments.

B. The **Weekly Six Week Look Ahead Planning meeting** for overall job coordination. Attendance is mandatory for all Trade Contractor Project Managers. All attendees must have the authority to make decisions and commitments.

C. The **Monthly Project Safety Meeting**. Additional supplemental meetings will be held due to incidents, field safety violations, etc. by this or other trade contractors / tiered subcontractors.

D. The **Monthly Trade Review Meeting**. The project manager, superintendent, and foreman for each crew/trade are required to be in attendance. These meetings are to discuss current schedule, issues, manpower, and address any other questions or concerns. These meetings will start in the same month as your start of work and will continue until determined otherwise by the construction manager.

E. The **Monthly Safety Committee Meeting**. Each Trade Contractor will have the responsibility to provide an individual to attend the Monthly Safety Committee Meeting. This individual should be considered a competent employee that is able to represent the Trade Contractors' scope of work by having at least 5 years in the trade. The purpose of this meeting is to provide an opportunity to disseminate project safety related information and to receive the helpful feedback from the tradesmen in the field.

F. The **Daily Stand-Up meetings**. Attendance is mandatory for all Trade Contractor superintendents and/or foreman. These meetings are currently held at 8:30 am, but are subject to change.

G. The **Reverse Phase Schedule meetings (Pull Plan)**. Attendance is mandatory for all applicable Trade Contractors. Those trade contractors project managers and superintendents are required to attend. These will be held at the Construction Manager's discretion.

H. The **Morning Stretch and Flex**. All persons on the project must be in attendance to work that day. Anyone coming in after the stretch and flex has the potential to be removed from site.

I. The **Pre Task Plan (PTP) meeting**. Each trade contractor is responsible for holding these meetings each day after the stretch and flex. The trade contractor's superintendent and/or foreman will be responsible for running this meeting. Each trade contractor is responsible to ensure their sub tier contractors participate in a PTP meeting for the day.

J. The **Utility Outage Planning meeting**. All superintendents and foreman **needing outages** are required to attend this meeting.

K. Separate mechanical and electrical coordination meetings will be held on the jobsite as often as required to facilitate progress of the work.

L. **Quality Assurance / Quality Control meeting** (QA/QC): The construction manager intends to hold a once a month QA/QC meeting. This meeting may be selective with trade contractor project managers, superintendents, and foreman invites for focus on topic. The intent is to limit the meeting to one hour. The option of several meetings is possible with small groups on differing divisions of work. Trade contractors will be required to provide a specific **quality control plan** for said division of work. We can focus of QA/QC in the specifications, manufacturer's data, mock-up, sign-off sheets, applicable testing and jurisdiction authorities, inspections, deficiency list, special care and protection, peer reviews, sequencing of work and turnover, etc.

M. The **Job Hazard Analysis (JHA) meeting**. This meeting will be before the start of the trade contractors work. No work will start before this meeting. This meeting will require the trade contractor's safety person, the project manager, the superintendent, and any foreman that will be on that project. All JHAs will be complete prior to this meeting and sent in to Turner for review.

N. The **Pre-Start Work meeting**. The purpose of this meeting is to review the drawings and specs with the trade contractors project manager, superintendent, and foreman to ensure that the project will be completed according to specifications. Sub tier contractors (including material suppliers) may be required to attend. It will be the responsibility of the trade contractor to ensure the attendance of all required persons from any sub tier contractor needed.

O. Any Meeting as required by the Owner, Architect, or Construction Manager

40. While working on-site, Trade Contractors shall fill out Construction Manager's **Daily Construction Report (DCR)** form & labor utilization form. These forms are to be delivered to the jobsite (Turner Superintendent interacting with Trade Contractor) office by no later than 10:00 am the following business day. Failure to perform this duty shall result in delay of payment until all reports have been received. The daily report may be available via electronic format for completion of same.

41. Each contractor will be responsible for the **security** of his own stored material, job office, conex box, gang box, equipment, tools, etc.

42. **Project signs or advertisements** of any nature, including job offices shall not be installed on the jobsite or structure without preapproval of Construction Manager and the Owner. In general, identification lettering of company offices shall be six inches or less; location(s) still must be preapproved by the construction manager and the owner.

43. All Trade Contractors shall include work made necessary by field conditions that may not be shown in the Contract Documents but that are apparent during an inspection of the construction site. Trade Contractors must **familiarize** themselves with the jobsite prior to starting work.

**44. PROJECT MANAGEMENT SOFTWARE (eCommunications)**

A. All Trade Contractors will be required to have an Internet connection, a working email address (checked daily) and utilize E-Communications, the University of Kentucky's web based project management system.

B. All Trade Contractors will be required to utilize E-Communication as required by the University and the Construction Manager. This shall include, but not be limited to: RFI's, daily communication, submittal tracking, etc.

C. Communication forwarded via E-Communication will be binding as if sent via traditional methods.

D. ALL Trade Contractors will be required to submit initial and ALL "later" approved submittals and shop drawings as a scanned electronic file for E-Communication. Exceptions will be at the Construction Manager's and Owner's discretion. The file format will be at the discretion of the Owner and the Construction Manager. If a Trade Contractor fails to comply with this provision, they will be responsible for all costs incurred by the Construction Manager to have said drawings and submittals scanned. Refer to Special Conditions for additional detail. Reference General Conditions for number of "copies".

**45. CLEAN UP**

A. Trade Contractors are responsible to perform clean up on a **continuous basis**. This cleaning shall at no time be less than once per day. Each and every work area must have all trash, debris & scrap removed and properly disposed of, all materials neatly stacked and the floor broom swept on a daily basis. Each Trade Contractor is required to maintain sufficient brooms, shovels, and sweeping compound on site to keep his work area clean. If daily cleanup and rubbish removal are not performed to the satisfaction of Turner Construction, cleanup and rubbish removal will be performed by others and all costs will be backcharged to the at fault Trade Contractor's contract. Cleanup operations shall not 'wait' until end of the week. Trade Contractors will include all costs for daily cleanup in the contract price.

B. At no time shall the streets, building, or areas that surround the work be in a disorderly or dirty condition.

C. All private and public paved roadways, parking areas, service roads, etc., are to be kept free of mud, debris, etc., resulting from equipment or vehicles performing the work of this Contract, in compliance with local city Ordinances. All Trade Contractors are responsible to include in their contract price dust and mud control, traffic control and roadway cleaning. All Trade Contractors are responsible to clean streets of any debris or spillage of any material as a result of the performance of their work as directed by Turner Construction. Scraping streets 'clean' with a backhoe is not acceptable debris control. All street cleaning conducted must be swept clean in addition to scraping up of large debris. All paved areas are to be kept "broom clean" at all times. Failure to do so may result in serious fines imposed on each violating Trade contractor. Any charges directed at Turner Construction by others, due to the fact that this procedure is not being implemented, will be backcharged to the offending Trade Contractor. Dust control measures shall be provided by all trade contractors as necessary for their work.

D. Burning of trash is NOT permitted.

E. Dumpsters will be provided for general construction debris ONLY in accordance with scopes of work and these general requirements. Locations for construction debris will be coordinated with Turner Construction. All crating materials must be disassembled and/or flattened prior to placement in dumpsters. All demolished items must be removed in dumpsters or trucks provided by the contractor removing the items. Any materials that require special care and/or disposal shall remain the contractor's obligation to dispose of.

F. Trash receptacles will be furnished for trash & refuse throughout the building and site as outlined in the specific scopes of work and these general requirements. These receptacles are not for construction debris, packing materials, cartons, pallets, scrap, etc.

G. It is the responsibility of the Trade Contractors to coordinate the clean-up effort, including removal of non-identifiable items such as lunch wrappers, cans, plastic bottles, etc.

H. Each Trade Contractor shall provide one (1) laborer for the number of weeks listed below for composite cleaning duties for contribution to a composite cleanup crew for general building cleaning. Weeks will consist of normal 40 weeks. Work clean-up shall be scheduled and directed with man-hours recorded by the Construction Manager. Time tickets shall be submitted on a daily basis. This clean-up is unidentifiable and broom sweeping. Each Trade Contractor is still responsible for trash and debris associated with their work. Each Trade Contractor is responsible for transporting (including all necessary equipment) their trash and debris to an onsite ground level dumpster provided by TC-224 General Trades contractor. Each Trade Contractor is responsible for cleaning-up their debris surrounding the dumpster

1. TC-224: 12 Weeks
2. TC-225: 6 Weeks

3. TC-226: 10 Weeks
4. TC-227: 6 Weeks
5. TC-228: 6 Weeks
6. TC-229: 3 Weeks
7. TC-230: 4 Weeks
8. TC-231: 15 Weeks
9. TC-232: 12 Weeks

I. All Trade Contractors are required to perform a final cleaning of its work and the jobsite.

J. <u>Cleanup will be conducted on this jobsite in the following manner:</u>

1. It is each Trade Contractor's responsibility to place refuse and debris resulting from their direct operations in the refuse containers ("Mobile trash carts") and emptied into the site dumpster.

46. **TC-224 General Trades** contractor shall provide **two (2)** Dumpster at all times and all required quantity of "pulls" for entire project for general construction debris from commencement of work through completion and /or as listed below:

A. This includes selective demolition. Dumpsters will be located at the Loading Platform on the east side of the PAV A Building (**SK-103**). Dumpsters to be emptied on a consistent and regular basis to support the construction operations. Coordinate with construction manager.

**47. INSPECTIONS**

A. The Trade Contractors shall coordinate, in a timely manner, all city, county, state, or other inspections as required for the completion of its Work in accordance with the Project Schedule. The trade contractor understands that multiple inspections (i.e. in-wall, above ceiling, etc.) may be required per area to maintain project schedule. The contractor shall schedule these inspections in a timely manner with no added cost to the construction manager or owner.

B. The Trade Contractors shall cooperate with and include the costs of all labor and materials required to assist the Owner's testing/inspection agency with inspections and gathering of samples and assistance in access to the specific locations of tests/inspections, and demonstrations. Initial costs for testing laboratory shall be by others if so noted in documents. Costs for re-test due to noncompliance shall be borne by the offending Trade Contractor. A minimum of 24 hour notice must be given to the testing agency for testing required during normal working hours. If testing is required on weekends, 48 hour notice is required.

C. Coordinate with the Owner's Testing/Inspection Agency as required by the specifications.

D. The Trade Contractors will cooperate with and demonstrate system operation and safety compliance with the local building and fire inspectors as needed and required for building occupancy. All associated costs, inclusive of after-hours inspections, are the responsibility of the Trade Contractor installing the system.

48. All demolished items specified to be **salvaged** must be removed and secured without damage. The Trade Contractors must coordinate and deliver to the Owner per the Construction Manager's direction. Multiple handling may be required and must be performed at no additional cost.

**49. INFECTION CONTROL:**

A. Trade Contractors must comply with the Owner's infection control requirements as follows:

1. Infection control for any healthcare construction project requires coordination among all parties—the Construction Manager, Trade Contractors, and Owners. Accurate, timely, written communication is critical to the process, and it is essential that no phase of the construction process proceed until the agreed upon measures are in place, regardless of assigned responsibility.

B. <u>IC Measures to be taken by Trade Contractors:</u>

1. The Trade Contractors must notify the Construction Manager in writing at least three weeks prior to the start of any work that generates dust that could migrate to the existing hospital facility or its air intakes. These activities, include, but are not limited to: demolition saw cutting, sanding, etc. This notification is required for the hospital to properly prepare and take the applicable infection control measures not assigned in this document. The notification will include the method of demolition/construction, time frame (start date and time and duration), and times of active demolition/construction. Water must be used during the demolition/construction process to control the dust generated.

C. IC Measures to be Taken by Owner:

1. The owner's representatives—including Infection Control, Hospital Safety, Facilities Planning, and other interested parties—may implement additional infection control precautions, if deemed necessary, based on method of demolition and other known risks and hazards.

D. Infection Control Maintenance:

1. **TC-224 General Trades** contractor shall provide a **full-time person (10-hour work days/week = 50 hrs./wk.)** who will perform full-time **Infection Control** duties. This person shall monitor, clean, and maintain infection control procedures surrounding the project areas. This person is to maintain cleanliness expected in a hospital environment. This person shall be trained in infection control procedures. This person will be working in and around the active hospital. Professional behavior is required at all times. This person will be full time for **74 weeks** total for bidding purposes.

a) The duties will be as directed by Construction Manager. The infection control's duties will include, but are not be limited to: infection control work and maintenance of I.C. barricades, coordination with hospital; Sweeping/mopping/maintenance of any areas of the hospital affected by any construction within the Pavilion A, H, and HA medical campus as directed by the construction manager.

b) This person may perform cleanup/IC work due to other construction onsite or at the owner's request.

c) This person is to have ZERO line work responsibilities. Their main duty is to keep travel paths, barriers, stairs, elevators, lobbys, etc. fully clean of construction debris and dust, etc.

d) This person will also assist in managing the composite cleanup-crew and management of the trash removal on this project.

e) This person will be responsible to work continuously between the basement, ground, 1st, 2nd, 3rd, and 12th floors including the hospital elevators used for travel.

f) Weekly timesheets for this person must be turned in and signed off by the construction manager.

g) This person to have a **minimum of 5 years** of active hospital infection control experience.

50. **USE OF PREMISES**

A. **PARKING & TRANSPORTATION**:

1. Contractor **parking** is NOT permitted on the job site or on the University of Kentucky Campus.
2. Turner cannot guarantee that UK will issue passes to any lots on the University campus. Parking is at the discretion of the bidding contractor.
3. No parking is permitted at the UK PCF (East side) loading dock/staging area or in UK Parking Structures.
4. Any and all parking permitting costs or parking violations shall be borne by the Trade Contractors.
5. Construction parking will be limited to the construction lots (**SK-101**). Permits will be assigned based upon need. Figure only three passes per contractor on the project.

**B. CAMPUS/HOSPITAL:**

1. Trade Contractors are expressly forbidden to enter existing campus & Hospital buildings except for specific construction purposes. Restrooms, drinking fountains, vending machines, gift shop and food service areas are NOT for Contractor use.

2. Any contractor (all workers) must purchase a security badge to work onsite. Badges can be obtained from Pavilion A security office at the **current cost** to be paid for by each trade contractor.

3. Trade Contractor Communications with Hospital/University Staff, Faculty and students is strictly forbidden.

4. "Catcalling" or otherwise harassing Hospital/University Staff, Faculty, Students, or the general public is strictly forbidden. Noncompliance with this provision is grounds for immediate dismissal from the jobsite. Additionally, the tradesperson and Trade Contractor may be subject to legal action.

51. All Trade Contractors must fully comply with the Construction Manager's **Safety Plan** (included in this manual as **attachment 'C'),** and all federal, state, and local safety ordinances. The Trade Contractor must also submit a formal written project specific safety plan that is complimentary to the Construction Manager's Safety Plan.

A. In addition, all Trade Contractors shall provide a competent safety person to monitor all aspects of the Trade Contractors' work in accordance with the Safety Plan.

B. All workers must go through Safety Orientation prior to commencing work. Safety Orientations will be held Mondays and Wednesdays at **7:30 am** (pending staggered shift(s)) in the Turner jobsite office. Special orientation times will be approved at the discretion of the construction manager.

C. All Trade Contractor "Principals" are required to attend a monthly safety jobsite walkthrough at the Construction Manager's discretion.

D. In order to work on this project, a negative drug test is required prior to starting work. For "**Drug project testing requirements**", refer to Turner safety program.

E. All personnel will be required to wear a high **visibility vest or shirt**, while inside the construction zone. This requirement will remain in effect until the construction manager waves the requirement.

52. All trade contractors are to be responsible to ensure at the end of each day's work shift the building perimeter is secure and locked down.

53. All Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura-CPM™ payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura-CPM™ payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value, with a minimum fee of $50 and a maximum fee of $3,750. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of $100 per sub-subcontractor or supplier contract.

**54. CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP)**

A. The project will incorporate a Contractor Controlled Insurance Program (CCIP) as described in the CCIP Manual included in the Project Manual. The Lump Sum Base Bid amount should not include on-site worker's compensation costs, commercial general liability, or excess liability costs for this work, in accordance with the CCIP Manual. Trade Contractors are responsible for & must provide evidence of automobile insurance and offsite general liability & worker's compensation. Trade Contractors **must submit required forms on the website** to be enrolled in the CCIP.

1. Trade contractors will not be able to start any work on site until they are enrolled in the CCIP program. This process will take a minimum of two (2) weeks. Any delays caused by late submission shall be borne by the trade contractor responsible. This includes the cost for overtime and extra crews to maintain the project schedule.

2. All sub tier contractors will be required to enroll in the CCIP program.

**55. PAYMENT AND PERFORMANCE BONDS**

A. The base bid should NOT include **Payment and Performance Bonds**. Provide, for reference, the additional cost to provide them on the trade contractors Bid Breakout sheet (page 1).

B. **Builder's Risk Insurance** is provided by the Construction Manager per the terms of the General Conditions Article 35.5. Unless otherwise provided for through agreement, the Trade Contractor experiencing any loss claimed under the builder's risk policy shall be responsible for that loss up to the amount of the deductible. Trade Contractor(s) may provide their own coverage for amounts up to the deductible. Refer to the General Conditions, Article 35.5 for deductible limits.

56. All equipment is to be equipped with high efficiency, durable construction exhaust purifiers **('Scrubbers").** Each Trade Contractor is responsible for providing and maintaining (including filter changes) scrubbers for each piece of equipment.

57. **TC-226 Drywall and Ceilings** contractor is to provide building **control lines** for column line offsets and column bench marks for All Areas. All users shall verify accuracy of layout before utilization.

A. All contractors requiring "box outs" in walls for their installations must mark out locations on the floor. All locations must be marked before that wall is topped out. Any locations not marked out before top out will be installed by TC-226 at the offending contractor's expense.

**58. Access to Pavilion A for New Construction:**

A. All building access for workers will be via the existing stairway by the Pediatric Emergency entrance.

B. Material deliveries shall be delivered to and coordinated with the loading dock. Coordinate with UK and Construction Manager for all deliveries.

C. Project area work and material access will be via the TCCo SK sketches.

D. All deliveries through the hospital must be covered.

59. **Smaller floor openings**: the respective trade providing opening will cover with reinforced secured plywood. Mark "hole" and maintain as required. Small opening metal deck cutouts will be by respective trade requiring opening; respective trade contractors will comply with OSHA requirements during and after alterations.

A. Floor covers shall be constructed in such a manner to avoid any random kicking off, and elevated high enough to control lifts, etc… from running over them. These covers should be anchored to the concrete floor and painted orange. Note ALL sleeves" are elevated 1-1/2" above rough slab.

60. All contractors shall review delivery access routes and include any temporary removal/relocation of existing items (AHU platform rails, stairs, etc.) to transport their materials and equipment. The load rating for the 3rd Floor is 150#/SF maximum.

61. **TC-224 General Trades** contractor is to furnish and install, maintain, and remove when no longer required **eighteen (18 ea) 20# fire extinguishers** with free standing stands for the 2nd, 3rd, and 12th floor project areas in accordance with Turner Construction and OSHA standards. Provide initial certification upon delivery and re certification as needed.

62. **TC-224 General Trades** will furnish and maintain **ten (10)** (minimum 55 gallon Rubbermaid drum) **trash cans** for miscellaneous trash (not construction materials) from the commencement of the project. Trash cans to remain through the duration of the project or when no longer required as dictated by the CM.

63. **TC-224 General Trades** will furnish (repair or replace when necessary) **twenty-five (25) new,** mobile, one cubic yard, covered **trash carts** for removal of construction debris materials from building. These trash carts (and any others in occupied areas) shall be scrubbed clean regularly (minimum once a week). Each contractor is responsible to transport their material debris into the on-site dumpster; this includes cleanup of your materials around the dumpster. Transport empty trash cart back to respective floor. Trash carts should be equipped with a lid or some form of covering material to meet UK ICRA requirements for working in occupied spaces. Trash carts will remain until the duration of the project or as no longer required.

A. **TC-231 Mechanical and Plumbing** contractor shall furnish and maintain one (1) new mobile, one cubic yard, covered trash cart for outages. This cart shall be painted blue and clearly labeled "OUTAGE CART". This cart shall only be used for water type outages. No trash removal with this cart is allowed.

B. These carts shall all be compatible with the cart dumper listed below. Any carts not compatible will be removed and replace at the offending contractors expense.

64. **TC-224 General Trades** contractor shall maintain, pay for the rental, and remove when no longer needed a **Temporary Delivery & Access Platform,** provided by prior contractors, on the roof of receiving dock area for delivery of materials and equipment to the project site for the duration of their contract. See SK-103 for location of platform and details. Platform to match 3rd floor roll up door opening height, leveled all directions, feet to be on high density insulation pads to protect roofing. Assume a rental duration of 17 months starting on June 15th, 2022. Coordinate scaffolding details with Ben Stroube with American Scaffold Inc. at 513-659-5815 or ben.stroube@amscaf.com.

A. Temporary landing platform (loading dock) is to be located on the existing 1st level roof to the bottom of the 3rd floor overhead door between column lines 8 and 9 (in front of the overhead door). This platform to be approximately 23' long x 80' wide x 33' high. This platform will extend from the bottom of the 3rd floor O.H. Door east to the roof line.

B. This platform will be used as a "loading dock" to get materials in and out of the third floor (along with trash out). Material loading should not exceed 75 lbs/sq. ft. NO MATERIAL STORAGE TO BE ALLOWED ON PLATFORM

C. This platform to have an OSHA approved safety rail protection system in place (including toe board) around the entire perimeter. This platform shall have a removable guard rail system at the East edge of the platform. Any contractors utilizing the landing platform shall have the responsibility to remove and replace the guardrail per OSHA requirements.

D. Include two OSHA Tie-Off points and removable OSHA Guard Rail at edge of roof for delivery's.

E. This platform shall have a warning line spanning across the platform (approx. 30' wide) 15' away from the edge of the platform at the delivery entrance.

F. **TC-224 General Trades** contractor shall maintain and remove 2 tie off anchor points for use by all contractors to access the landing platform. These tie off points shall be rated for 5000lbs. Contractor shall supply and maintain two 30ft retractable fall protection devices for use by all contractors.

G. This platform shall be anchored to the building into the 2nd and 3rd floor slabs, as required and detailed by a registered engineer, on either side of the platform. Contact Gate Precast Company for repairs to precast panels when platform is to be removed. Proper moisture control precautions should be used at the anchor points so that water cannot infiltrate the building.

H. This contractor to include debris netting protection for the existing fan enclosure on the east side of the hospital (see SK-103 for approximate location). Coordinate installation with CM

I. Platform shall be planked in a solid manner to prevent debris from falling below - (OSB is not allowed)

J. Install and maintain roof protection beneath all stair towers, scaffolding, and walkways that are to be constructed on the existing 1st level roof. This protection shall consist of, at a minimum: A single layer of plastic, followed by a layer of 2" rigid foam, and completed with a layer of standard size weather resistant plywood – (OSB is not allowed).

1. Contractor to review roof in pre-construction damage survey. Contractor shall repair any damages associated with the delivery ramp installation or usage.

K. All temporary materials and installations to be removed and surfaces cleaned, painted, and/or repaired to like new condition at end of project.

L. Contractor shall maintain and remove three photocell lights for lighting the scaffold platform. Lights shall be weather proof. Lights shall be installed in such a manner that scaffold is usable in a night condition.

M. Contractor shall maintain a recessed portion of this scaffold to receive the trash hopper detailed below. (see **SK-103**)

1. Entire perimeter of the recessed portion to have safety rails on the main level. Rail on west side shall be removable for trash carts to dump trash. Contractor shall provide an acceptable system for trash carts to be received in order for them to be dumped easily and safely.

2. Perimeter walls of recessed portion to have plywood installed full height to protect from trash overflow.

3. Removable ladder to be installed to access bottom of recessed portion.

65. **TC-224 General Trades** contractor shall include maintenance and removal when no longer needed a **Delivery Area**, provided by prior contractors, as shown on **SK-103**. Delivery area will be on the east side of Pavilion A.

A. Contractor shall include leveling delivery area on the east side of Pavilion A. Include a ramp of slope 1/2" per 10' from the edge of the curb towards the delivery area (see **SK-103**). Ramp is to consist of concrete. Remove asphalt down to grade and place concrete back. Rework grade and patch back asphalt as needed.

B. Include isolation joint between new concrete and existing curb

C. Include filling in offset in parking lot to make concrete flush. Remove asphalt to grade and pour back with concrete. Curbs are 5" tall

D. Install covered walkway to the security entrance. Walkway to have a hard top able to withstand falling debris from above and fenced sides the entire height of the walkway (see **SK-103**). Include installing ADA compliant handicap ramp for the covered walkway. Basis of design would be a scaffolding system pedestrian walkway. Walkway to extend from the finished building to the new ADA ramp.

E. Contractor to install concrete protection in delivery area. (see **SK-103**)

F. Install fencing around entire delivery area. This fence is not to be drilled into the asphalt. Fence is to be set into interlocking orange construction barriers. Total height of fence and barrier shall be 8 foot (basis of design Item #:WB36ORG-F on TrafficSafetyStore.com). Barriers to have reflective stripping Contractor is to maintain the barriers and fence for the duration of their scope of work.

1. Barriers shall be filled with water at all times. Contractor to inspect barriers water level weekly and refill it when necessary.

2. Fencing to be netted and include air relief holes. Contractor is to maintain fence and netting for the duration of the installation.

3. Fence shall include a rolling gate for delivery truck entry. Gate shall be 20 foot long. Contractor shall include a locking system for this gate. Keys must be made available to CM and UK. Contractor to include all material to ensure a working gate system. Contractor shall maintain gate for the duration of their contract.

4. If drilling posts is the only way deemed necessary in a location, contractor is to water excavate post locations. Utility tracing is to be completed before this begins.

G. **TC-224 General Trades** shall provide and maintain an office for the Yard Boss. Office is to be located within the delivery area. Office should have heating, cooling, and electrical. It is then intent that the Yard Boss uses this as his permanent office. Office shall be no smaller than a 100 square foot footprint.

1. **TC-232 Electrical and Technology** shall provide and maintain power to Yard Boss office from a panel located inside the ground floor of the hospital.

66. **TC-224 General Trades** contractor shall provide a full time **Yard Boss/Operator (<u>10-hour work days/week = 50 hrs./wk.</u>)** and an **all terrain boom lift (Lull/JLG)** for use by all trades. Assume a duration of **<u>74 weeks</u>** for bidding purposes. This person will be responsible for scheduling deliveries and trash removal for the project and coordinating it with the active loading dock as well as operating the Lull for deliveries and trash removal. This person will be working in and around the active hospital. Professional behavior is required at all times. The Lull will be used to lift materials from delivery area up to the 3rd floor landing platform on the east side of the building (**SK-103**). The Lull is only to be used for getting materials to the 3rd floor and for trash removal out of the building from construction operations. In the event of Lull downtime there will be no compensation resulting equipment failure. Lull basis of design is a 12,000lb rated machine that must be able to carry a load of 2,000lbs, extending a height 38' at a distance of 20' away.

A. **TC-224 General Trades** is responsible for maintenance and all fuel for the Lull, for the duration of their scope of work.

B. Contractor to include maintaining a HD-300-HD - Vestil Dump Hoppers with Bumper Release. This shall be used for removal of trash from the project

C. The Lull shall have an enclosed cab with heating and cooling.

D. **TC-224 General Trades** contractor shall provide an **all terrain lifter with forks** for use by all trades for the duration of the project. The intent is that the each trade will use this to unload material deliveries to the conex boxes. In the event of downtime there will be no compensation resulting equipment failure. Lifter basis of design should be able to offload loads weighing 3,000lbs from trucks that are 8’ tall.

67. **TC-224 General Trades** will maintain and uninstall at the completion of the project a trash cart dumper installed by **TC-221 Enabling Phase 2**.

A. Dumper shall be the 1 Cubic Yard, 3 Hp, Marathon Tilt Cart Dumper from Dover

B. TC-232 Electrical and Technology contractor shall include maintenance and removal of all electric and wiring needed to operate dumper. Assume the nearest electrical closet is within 500lf.

1. Include sealing any penetration needed through the exterior wall of Pav A to route power to the dumper.

68. **TC-224 General Trades Contractor** will rework existing lots as shown on **SK-108**. Contractor shall include all material and equipment needed for this rework. Any material that is needed to be removed for this installation, shall be included in TC-224 General Trades contractor’s scope (including hauling offsite and dumping).

A. Install 8’ tall chain link fencing around perimeter of lots as shown.

1. Include reworking existing chain link fencing for the new fencing to tie in where shown

2. Install rolling gates and man gates where noted

3. Contractor to have utilities in the area marked prior to installation. If posts are in close proximity to underground utilities, contractor is to uncover utilities before installation.

4. Include ten (10) parking grade signs with posts to be installed around these lots. Designs for these signs will be provided by the construction manager.

5. Include fence wrap around the entire perimeter of the trailer/conex lot. This wrap is to be the 8’ tall and have wind relief holes. Coordinate color/design with the construction manager. Contractor is to maintain this fence wrap at minimum once a week.

B. Remove soil and fill down to 4” as shown. Fill in with filter fabric, #2s, and then crushed 57s. Grade and compact gravel to allow for conex boxes to be set and water to drain.

C. Contractor shall include marking out lines in the new lots as shown on **SK-108**. This shall be maintained for the duration of the project.

1. Contractor shall include installing concrete wheel stops at each parking space shown on **SK-108**.

2. Contractor shall also include remarking of Lot #1

69. **TC-224 General Trades Contractor** will provide a “spill kit”

A. Maintain two (2) existing mobile, one cubic yard, covered, trash carts for water spills only

B. Furnish and maintain one industrial wet/dry vacuum.

C. Paint all items white with blue lettering denoting “SPILL KIT”

D. Provide signage for spill kit area and location. Signage will be maintained and moved throughout the entirety of this project.

E. Provide and maintain two brooms, two squeegees, two 25lb bags of Floor-Dry, and two 10 foot sand snakes

F. Provide and maintain a 100’ heavy duty construction grade extension cord with a separate GFCI pig tail

70. T**emporary facilities (toilets)** for this project will be located on the 2nd and 12th floor. Trade contractors are not permitted to use the active hospital toilets.

71. All plastic barriers installed on site must be fire retardant.

72. All construction crews on site are a minimum of two people. No single person crews allowed. This may consist of one ground person and one person in the air.

73. A special effort is to be made to provide the necessary protection to keep oil (from lifts, equipment, etc.) off of all floor areas. The offending Trade Contractor will be responsible for any clean-up required due to inadequate protection.

74. **The University of Kentucky campus and medical campus are tobacco free**. “Use of all tobacco products is prohibited in all owned, operated, leased or [health care] controlled university buildings, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots and vehicles, as well as personal vehicles in these areas.” “Tobacco includes cigarettes, pipes, snuff, chewing tobacco, etc.”

    A. There are tobacco treatment centers such as the Local health departments (Fayette county Health Department 859-288-2327), 1-800-quit-now. For listings “go to the UKhealthcare.uky.edu to find a link to a statewide listing of tobacco programs.”

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**FOR CONSTRUCTION**
**University of Kentucky**
**Capital Construction Division**

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Modified by Turner for UK Patient Care Facility Project

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

These General Conditions are binding upon the Construction Manager and all Trade Contractors as each are subject to the provisions contained herein.

ARTICLE 1 - DEFINITIONS

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

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

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

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

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

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

1.1.6 CONSTRUCTION MANAGER or CONSTRUCTION MANAGER AT RISK (CM) - The term "Construction Manager" or "Construction Manager at Risk" (CM) means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the construction manager, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Trade Contracts and Purchase Orders for the Project.

1.1.7 CONTRACT - The term "Contract" means the Contract between Owner and Construction Manager and consists of all Contract Documents as defined in Article 1.1.10 of these General Conditions.

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

1.1.9 CONTRACT DOCUMENTS - The "Contract Documents" include the Agreement of Contract between the Owner and the Construction Manager (the "Agreement"); the Request for Proposal; the General Conditions; the Special Conditions; the Construction Manager's Form of Proposal; the Construction Manager's Bonds; the Specifications, Drawings and Addenda for the construction of the Project which are to be used for bidding of the bid pack/Trade Contracts; and any Change Orders issued after execution of this Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Trade Contractor, or any person or entity other than the Construction Manager. Documents not included or expressly contemplated in this Article do not, and shall not, form any part of the Contract for Construction. Without limiting the generality of the foregoing, shop drawings and other submittals from the Construction Manager or its Trade Contractor(s) and suppliers do not constitute a part of the Contract Documents. Except as otherwise provided, where these Contract Documents obligate the Construction Manager to certain responsibilities or require the Construction Manager to perform certain actions, the Construction Manager may require these same responsibilities and/or actions of one or more Trade Contractor(s). However, assignment of such responsibilities or actions to one or more Trade Contractor(s) shall not be construed to relieve the Construction Manager of its obligation to the University under this contract.

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

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

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

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

1.1.14 PROJECT MANAGER - The term "Project Manager", when used alone, means the Owner's representative responsible for administration and management of the Project. The Owner's Project Manager during construction shall be the designated University of Kentucky Capital Projects Management Project Manager that is in charge of the Project. The term “CM Project Manager” means the individual employed by the Construction Manager who is assigned to the Project to provide overall management during both the design and construction phases of the Project, and who has total responsibility for the successful completion of the Project

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

1.1.16 SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or any Trade Contractor(s), manufacturer, supplier, or distributor to illustrate some portion of the Work.

1.1.17 SUBSTANTIAL COMPLETION - The term "Substantial Completion" is the point at which, as certified in writing by the Owner, a project is at the level of completion, in strict compliance with the contract, where (a) necessary approval by public regulatory authorities (and by other authorities having jurisdiction or as identified in Article 11.2, as necessary) has been given; (b) the Owner has received all required warranties and documentation, and (c) the Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose. Partial use or occupancy shall not necessarily result in the project being deemed substantially complete and shall not be evidence of Substantial Completion. In order for the Owner to enjoy beneficial use or occupancy and use, operate, and maintain the project in all respects, for its intended purpose, the stage or progress of the Work or a designated portion thereof shall be sufficiently complete, accessible, operable and usable, and all parts, systems and site Work shall be 100% complete, cleaned and available for the Owner’s full use without interruption in accordance with the Contract Documents, including but not limited to the provisions of Article 28 of these General Conditions. The Work will not be considered acceptable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and approvals provided to the Owner, designated instruction of the Owner’s personnel in the operation of systems has been completed, and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature so that the Owner and/or the Owner’s tenants could occupy the Project on that date and the completion of the Work by the Construction Manager would not materially interfere or hamper the Owner’s or the Owner’s tenants’ normal business operations. As a further condition of Substantial Completion acceptance, the Construction Manager shall certify in writing that all remaining Work, the same being solely of a “punch list” nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

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

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

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

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

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

ARTICLE 2 – CONSULTANT

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

2.2 The Consultant will regularly, but no less frequently that monthly, visit the site to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of these on-site inspections, the Consultant will inform the Owner of the progress of the Work, will advise the Owner of any defects and deficiencies observed in the Work and, when appropriate, will certify to the Owner that the Work in place equals or exceeds the amount requested by the Construction Manager on all applications for progress payments.

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

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

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

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

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

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

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

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

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

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has or shall thoroughly and carefully examine the site of the of Work; shall timely investigate all conditions which can affect the

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

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

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

3.4 The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Form of Proposal, (3) Special Conditions, (4) General Conditions, (5) Technical provisions of the Specifications and (6) Drawings.

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Capital Project Management Division, Consultant, Construction Manager, and all major Trade Contractors shall be present to discuss the time for construction, methods and plan of operation, authority of the Consultant, procedures for handling shop drawings, progress estimates and requests for payments, and other relevant issues. The time and location of this meeting will be the responsibility of the Construction Manager in consultation with the Consultant, Owner and other interested parties.

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

ARTICLE 5 - SHOP DRAWINGS

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

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

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the Construction Manager for corrections as may be required. The Trade Contractor(s) 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 Trade Contractor(s) shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions.

5.4 Where a Shop Drawing or sample submission is required by the specifications, no related Work shall be commenced until the submission has been accepted in writing by the Consultant. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted Shop Drawing and product sample shall be kept in good order by the Construction Manager at the site and shall be made available to the Consultant on request.

5.5 The Consultant's acceptance of Shop Drawings or samples shall not relieve the Trade Contractor(s) from the responsibility for any deviations from the requirements of the Contract Documents unless the Trade Contractor(s) has in writing called the Consultant's attention to such deviation at the time of submission and the Consultant has given written approval to the specific deviation. Any acceptance by the Consultant does not relieve the Trade Contractor(s) from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 6 - LAYING OUT WORK

6.1 The Construction Manager will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing proposals or on the execution of the Work and shall address these issues in the preparation of scopes of work for the Trade Contract bid packages. No allowance shall be made for failure of the Construction Manager to obtain such site information prior to submitting their proposal or to include such information in the Trade Contract bid packages, and no adjustment to the Construction Manager’s Contract amount or stipulated time for completion shall be allowed when due to failure by the Construction Manager to do so.

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

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

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

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

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

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

ARTICLE 8 - TEMPORARY UTILITIES

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

8.2 The Trade Contractor(s) as defined in the specific project work scopes is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The Construction Manager shall assign in the project work scopes who will provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, and trash removal/dumpster service for both Construction Manager and Trade Contractor use during the Project. Work and safety lighting shall be provided continuously during working hours. Security lighting shall be provided at all hours of darkness.

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

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

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

9.3 The Trade Contractor(s) shall immediately notify the Construction Manager as defined in the specific project work scopes in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the Trade Contractor(s) will not be excused for delays in securing materials specified.

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

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

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

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

ARTICLE 10 - ROYALTIES AND PATENTS

10.1 The Trade Contractor(s) shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the Construction Manager is responsible for payment of all associated royalties. The Trade Contractor(s) hereby agrees to indemnify, defend and hold the Owner, and any subsidiary, parent, or affiliates of the Owner, or other persons or entities designated by the Owner, and their respective directors, officers, agents, employees and designees (collectively, the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees and legal expenses, that the Indemnities may incur as a result of the Trade Contractor(s)'s failure to strictly comply with its obligations under this Paragraph 10.1.

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

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

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

11.3 The Contractor, on projects disturbing 1 acre or more, including grading, clearing, excavation, or other earth moving process, shall assure full compliance with the requirements of the KYR10 and shall:

11.3.1 File a Notice of Intent (KPDES Form NOI-SW) with the Kentucky Division of Water and copy the Owner prior to the start of any excavation, grading or site development work.

11.3.2 Implement the Storm Water Pollution Prevention Plan, maintain Best Management Practices (BMP) structures and devices and continuously update the written Storm Water Pollution Prevention Plan.

11.3.3 Inspect and document the condition of runoff controls every 7 days.

11.3.4 Submit a signed Notice of Termination (NOT) form to Kentucky Division of Water after the site has been finally stabilized.

11.3.5 See "Design Guidelines" in the Owners Design Standards 00020S07 Storm Water Information for Consultants and Contractors.

11.3.6 Failure to timely comply with requirements of KPDES shall not be the basis for any additional compensation nor for adjustment of contract time. Any fines or other costs resulting from failure to comply, levied against the Owner will be assessed against the Construction Manager's funds.

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

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

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

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

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

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

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

12.4 The Construction Manager and Trade Contractors are responsible for the security of their own materials, tools and equipment at the Project site.

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

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

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

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

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

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

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

14.6 Compliance with the provisions of the foregoing sections by Trade Contractors shall be the responsibility of the Construction Manager.

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

14.8 The Construction Manager shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the Construction Manager or any Trade Contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The Construction Manager shall designate a responsible member of the on-site work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

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

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

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

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

15.2 The Owner, the Construction Manager, and Trade Contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The Construction Manager and Trade Contractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the Construction Manager's employees may be exposed; (2) Statement of the measures that Construction Manager's employees and Trade Contractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the Material Safety Data Sheets (MSDS's) related to the hazardous chemicals located in the Work area; (4) Procedures that the Construction Manager's employees and Trade Contractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets may be reviewed upon request by the Construction Manager or any Trade Contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by Construction Manager at its expense.

15.3 The Construction Manager and Trade Contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site. The Construction Manager and Trade Contractors shall provide the Owner with copies of Material Data Sheets for all such materials to be used.

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the Construction Manager and the Owner in a manner that conforms to the intent of all applicable laws and regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the Construction Manager and Trade Contractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The Construction Manager shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending Construction Manager and/or Trade Contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the Construction Manager should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

15.5 The Trade Contractor(s) shall ensure that NO asbestos-containing materials (including but not limited to: drywall, joint compound, roof mastic or floor tile adhesive) will be install on any University project without prior written approval of the University's Environmental Health and Safety Division. Additionally, the Construction Manager shall submit MSDS sheets and have prior approval before installing any materials that contains hazardous substances or could pose an environmental hazard. If any environmental hazardous materials are installed without written approval of the University, the Trade Contractor(s) will be responsible for all material replacement cost, all removal and all other associated damages. Any materials removed shall be taken out in accordance with all applicable federal, state and local regulations.

ARTICLE 16 - INSPECTION OF WORK

16.1 Inspections, tests, measurements or other acts of the Consultant are for the sole purpose of assisting the Consultant in determining if the Work, materials, rate of progress, and quantities comply with the Contract Documents. These acts or functions shall not relieve the Trade Contractor(s) from performing the Work in full compliance with the Contract Documents, nor relieve the Trade Contractor(s) from any of the responsibility for the Work assigned to it by the Contract Documents. No inspection by the Consultant shall constitute or imply acceptance. Approval of material is general and shall not constitute waiver of the Owner's right to demand full compliance with Contract Documents.

16.2 All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, the Consultant or their representatives to determine conformance with the Contract Documents. The Owner, Consultant and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The Trade Contractor(s) shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Consultant shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week. If the Consultant provides the Construction Manager with a list of construction milestones that require inspection, the Construction Manager and Trade

Contractor(s) shall provide the Consultant with at least five (5) Business Days written notice prior to the commencement of Work with respect to such milestone in order to permit the Consultant time to coordinate an inspection of the commencement of the applicable Work.

16.2.1 Normal Work hours are defined as a period between 7:00 a.m. and 5:00 p.m. Monday through Friday. The Construction Manager shall notify the Owner's Project Manager at least one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

16.3 If the Specifications, the Consultant's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the Trade Contractor(s) shall give the Consultant timely notice of the readiness of the Work for inspection. The Consultant shall promptly make all required inspections. If any portion of the Work should be covered contrary to the request of the Consultant, or to the requirements specifically expressed in the Contract Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the Trade Contractor(s)'s expense.

16.4 If any other portion of the Work has been covered, which the Consultant has not specifically requested to observe prior to being covered, the Consultant, with the Owner's approval, may request to see such Work and it shall be uncovered by the Trade Contractor(s). If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Owner by appropriate Change Order. If such uncovered Work is not in accordance with the Contract Documents, the Trade Contractor(s) shall pay all costs for uncovering and replacement of such Work.

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

17.1 The Construction Manager shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the Construction Manager's profession so as to ensure expeditious, workmanlike performance in accordance with requirements of the Contract Documents. Except as otherwise dictated by specific requirements of the Contract Documents, the Construction Manager shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The Construction Manager shall be responsible for the acts and omissions of all Trade Contractors and persons directly or indirectly employed by the Construction Manager in the completion of the Work. The Construction Manager shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The Construction Manager shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities of the Consultant in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Construction Manager.

17.2 The Construction Manager shall have a competent superintendent on the Project site at all times during the process of the Work. The superintendent shall have authority to act on the Construction Manager's behalf with regard to all aspects of performance of this Contract. The superintendent shall have such assistants with individual specialized competencies as may be necessary to fully understand and oversee all aspects of the Work. The Construction Manager shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work and for interfacing the Work with other work of the Project. The superintendent and all assistants shall be physically fit for their work and capable of going to all locations where Work is being performed. A communication given to the superintendent shall be binding on the Construction Manager. Immediately after the award of Contract, the Construction Manager shall submit to the Consultant a list of Construction Manager's employees and consultants, including names, positions held, addresses, telephone numbers and emergency contact numbers.

17.3 The superintendent assigned shall not be changed except under the following circumstances:
(1) Where the superintendent ceases to be employed by the Construction Manager, in which case the Construction Manager shall give timely written notice to the Owner of the impending change of the superintendent and a reasonable explanation for the change; or (2) Where the Owner or the Consultant have reasonable grounds for dissatisfaction with the performance of the superintendent and give written notice to the Construction Manager of the grounds. In either case, the Construction Manager shall obtain prior written approval from the Owner of the qualifications of the proposed replacement superintendent. Such prior approval will not be unreasonably withheld.

17.4 If the Owner or Consultant determines that the superintendent is not performing, or is incompetent to perform the required Work, the Owner may direct the Construction Manager to remove the superintendent from the Project and replace the superintendent with an employee who has the necessary expertise and skills to satisfactorily perform the Work.

ARTICLE 18 - CHANGES IN THE WORK

18.1 The Owner, at any time after execution of the Contract, may make changes within the general scope of the Contract or issue additional instructions, require additional Work, or direct the deletion of Work. The Owner's right to make changes shall not invalidate the Contract or relieve the Construction Manager of any obligations under the Contract Documents. All such changes to the Work shall be authorized in writing by Change Order and shall be executed under the conditions of the Contract Document. Any adjustment of the Contract Amount or Time of Completion, as may be appropriate, shall be made only at the time of ordering such change. Change order proposals based on a reservation of rights, whether for additional compensation to be determined at a later date or for an extension of time to be determined at a later date, will not be considered for approval and shall be returned to the Construction Manager without action.

18.2 The cost or credit resulting from a change in Work shall be determined in one or more of the following ways:

18.2.1 By unit prices named in the Contract or additional unit prices subsequently agreed upon;

18.2.2 By agreement on a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

18.2.3 By an amount agreed upon by the Construction Manager and the Owner as a mutually acceptable fixed or percentage fee.

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. In computing labor costs, the hourly labor rates shall not exceed the combined amount for base rate plus fringe benefits stated in the Prevailing Wage Determination applicable to the Project unless some other mutually agreeable combined hourly labor rate plus fringe benefits is arrived at by negotiation with the Owner based on presentation of acceptable documentation by the CM that the published rate would impose an unreasonable burden on the CM and/or Trade Contractor(s). For the purposes of this Article, the term “fringe benefits” shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the Trade Contractor an amount agreed upon, but not to exceed five percent (5%) of the actual cost, for overhead and profit

18.3.1 If changes to any of the Trade Contracts are authorized and approved by the Owner, the contract between the CM and the Owner will be adjusted such that the total sum of the contract between the CM and the Owner always equals the sum of the executed Trade Contracts and purchase orders plus or minus the sum of all change orders and purchase orders that have been approved by the Owner, plus the previously established base fee for CM services.

18.4 If none of the above methods are mutually agreed upon or if the Trade Contractor(s) does not respond promptly, a change may be made by unilateral determination by the Owner and/or the Consultant of reasonable costs or savings attributable to the change, including a reasonable allowance for overhead and profit. If this method is utilized, the Trade Contractor(s) shall promptly proceed with the Work involved in the change upon receipt of a written order signed by the Owner. In such case, the Trade Contractor(s) shall keep and present an itemized accounting of labor, equipment, material and other costs, in such form as may be prescribed by the Consultant.

18.5 In all cases where Change Orders are determined by unit prices set forth in the Contract Documents, no amount is to be added for additional overhead and profit.

18.6 The Trade Contractor(s) shall keep and present in such form as the Consultant may direct, a correct account of all items comprising the net cost of such Work, together with vouchers. The determination of the Consultant and/or the Owner shall be final upon all questions of the amount and cost of extra Work and changes in the Work, and it shall include in such cost, the cost to the Trade Contractor(s) of all materials used, the cost of all labor (including social security, old age and unemployment insurance, fringe benefits to which the employee is entitled, and Workers Compensation insurance), and the fair rental of all machinery used upon the extra Work, for the period of such use, which was upon the Work before or which shall be otherwise required by or used upon the Work before or after the extra Work is done. If the extra Work requires the use of machinery not already on the Project site, or to be otherwise used upon the Work, then the cost of transportation of such machinery to and from the Project site shall be added to the fair rental value. Transportation costs shall not be allowable for distances exceeding one hundred (100) miles.

18.7 The Trade Contractor(s) shall not include or allow to be included in the cost of change in the Work any cost or rental of small tools, or any portion of the time of the Trade Contractor’s superintendent, or any allowance for the use of capital, or for the cost of insurance or bond premium or any actual or anticipated profit, or job or office overhead. These items are considered as being covered under the added amount for general overhead addressed in Article 18.3

18.8 The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

18.9 Pending final determination of value, partial payments on account of changes in the Work may be made on recommendation of the Consultant. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including all items covered and affected. Any such claim not presented by the Trade Contractor(s) to the Construction Manager for inclusion in the Change Order shall be waived.

18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner, the Construction Manager, and Trade Contractors. The Trade Contractor(s) shall carry out such orders promptly. If the Trade Contractor(s) should claim that an ASI involves additional cost or delay to the completion of the Work, the Construction Manager shall give the Construction Manager written notice thereof within five (5) Calendar Days after receipt of the written ASI. If this notification does not occur, the Trade Contractor(s) shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

18.10.1 If the Trade Contractor(s) claims that any instructions by the Consultant via the Construction Manager involve additional cost or time extension, the Trade Contractor shall give the Construction Manager written notice thereof within five (5) Calendar Days after the receipt of such instructions and before proceeding to execute the change in Work. The written notice shall state the date, circumstances, whether a time extension will be requested, and the source of the order that the Trade Contractor(s) regards as a Change Order. Unless the Trade Contractor(s) acts in accordance with this procedure, any oral order shall not be treated as a change and the Trade Contractor(s) hereby waives any claim for an increase of the Contract amount or extension of the contract time.

18.11 Requests for extension of time related to changes in the Work shall be submitted in accordance with the requirements of Article 21 of these General Conditions.

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

19.1 If applicable, the following Rules and Measurements shall apply to the use of Unit Prices for the excavation portion of the Work:

19.1.1 Except as provided in this Article 19 for arbitrary measurements, the quantity of excavation shall be its in-place volume before removal.

19.1.2 No allowance will be made for excavating additional material of any nature taken out for the convenience of the Trade Contractor(s) beyond the quantity computed under these "Rules and Measurements."

19.1.3 The quantities of excavation shall be computed from instrument readings taken by the Consultant's representative in vertical cross sections located at such intervals that will assure accuracy.

19.1.4 "Trench Excavation" for pipes shall arbitrarily be assumed to be two feet (2') wider than the outside diameter of the pipe barrel and with sides vertical.

19.1.5 The quantities shall be computed from plan size, or if there are no drawings, from actual measurements of the Work in place.

19.1.6 Each unit price shall cover, among other things, engineering (surveying) costs and keeping excavating dry.

19.1.7 Earth excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surface of the ground to the neat lines of the bottom of the structure.

19.1.8 Rock excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual elevation of the rock ledge.

19.1.9 Rock excavation for pipelines trenches, unless otherwise provided for in the Specifications, shall be measured as follows: An arbitrary width of 18 inches plus the nominal diameter of the pipe multiplied by the depth from the surface the rock to six (6) inches below the invert for pipe 24 inches in diameter or less and eight (8) inches below the invert for all pipe greater than 24 inches in diameter. No additional compensation will be allowed for excavation for bell holes, gates or other purposes. The measurement of rock excavation for manholes shall be in accordance with Section 19.1.8 above.

19.1.10 Unclassified excavation shall be measured in the same manner as earth excavation.

ARTICLE 20 - CONCEALED CONDITIONS

20.1 The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The Trade Contractor(s) is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the Trade Contractor(s) shall via the Construction Manager contact and cooperate with the Consultant to make the required adjustments. Any request for change in the Contract Amount by the Trade Contractor(s) shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted or uncharted utility service is interrupted by activities of the Construction Manager or the Construction Manager's Trade Contractor(s) for any reason, the Construction Manager and Trade Contractor(s) shall work continuously to restore service to the satisfaction of the Owner.

20.2.1 If any charted utility service, or any uncharted utility service the existence of which could have been discovered by careful examination and investigation of the site of the Work by the Construction Manager or Trade Contractor(s), is interrupted by activities of the Construction Manager or the Construction Manager's Trade Contractor(s) for any reason, the entire cost to restore service to the satisfaction of the Owner shall be paid by the Construction Manager or Trade Contractor(s). Should the Trade Contractor(s) fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the work/repairs completed and the cost of such work/repairs deducted from the monies due or to become due to the Construction Manager or Trade Contractor pursuant to Article 22 of the General Conditions.

20.3 The Trade Contractor(s) shall promptly, but in no case more than ten (10) Calendar Days from the time of discovery, and before the conditions are disturbed, notify Consultant in writing of:

20.3.1 Subsurface or latent physical conditions or any condition encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by Construction Manager or could not have been discovered by careful examination and investigation of the site of the proposed Work;

20.3.2 Unknown and unexpected physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in the Work provided for in this Contract or,

20.3.3 Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, and which were not known by the Construction Manager and could not have been discovered by careful examination and investigation of the site of the Work.

20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions, which are materially different from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, were not known by the Trade Contractor(s), and could not have been discovered by careful examination and investigation of the site of the Work, have caused or would cause a material increase or decrease in the Trade Contractor(s)'s cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend and the Owner will make an equitable adjustment in the Contract Amount and/or the time allotted for performance in the Contract Documents. Failure by the Trade Contractor(s) to provide written notice to the Owner of such claims for additional compensation or time for performance within ten (10) Calendar Days of discovery of such conditions shall constitute a waiver by the Trade Contractor(s) of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

20.5 If the Consultant determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the Trade Contractor(s) shall continue performance of the Contract as directed by the Consultant. No claim by the Construction Manager under this clause shall be allowed unless the required written notice is given and the Consultant is given adequate opportunity to investigate the conditions encountered prior to disturbance. The failure of the Trade Contractor(s) to give via the Construction Manager the Consultant proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the contract price or time if there is a decrease in the Contract Amount or time required to perform the Work.

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and, where additional time is allowed for the completion of any part of the Work under this Contract, the new time limit fixed by such extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth below.

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21.2 The Construction Manager and applicable Trade Contractor(s) will, subject to the provisions of Articles 21.8, 21.8.1 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

21.2.1 Any preference, priority, or allocation order duly issued by the government;

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the Construction Manager or Trade Contractor including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the Construction Manager shall be authorized to remove its people from the site and return when the normal progress of the work may continue.

21.3 Requests for extensions of time and/or relief from liquidated damages, except for weather related claims, shall be made in writing not later than ten (10) Calendar Days after the beginning of the delay. Requests for extension of time or relief from liquidated damages shall be stated in numbers of whole or half Calendar Days.

21.4 Except as otherwise provided in the Contract Documents, extensions of the date of Substantial Completion may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means weather which is beyond the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately reflects the number of days in each month on which bad weather can reasonably be anticipated to impact weather sensitive construction operations, and which shall be considered by the Construction Manager in the development of the Project baseline schedule.

| Mean Number of Days When | Jan. | Feb. | Mar. | Apr. | May | Jun. | Jul. | Aug. | Sep. | Oct. | Nov. | Dec. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Max Temp 32° or Below | 9 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 5 |
| Precip. Is 0.10 Inch or Greater | 7 | 6 | 9 | 7 | 8 | 8 | 8 | 6 | 5 | 5 | 7 | 7 |

For the purpose of this Contract, "Unusually bad weather" shall be interpreted as either 1) those days in a given month on which rainfall is 0.10 inch or more that exceed the number of days shown in the row for "Precip" or 2) those days in a given month on which maximum temperature was 32 degrees F or below that exceed the number of days shown in the row for "Max Temp", whichever is greater.

21.4.1 Requests for extension of time due to unusually bad weather that could not reasonably have been anticipated at the time of execution of the Contract shall be made in writing not later than the tenth day of the month following the month in which the delay occurred.

21.4.2 Requests for an extension of time due to unusually bad weather shall be considered for approval only if it is shown that a) the unusual weather event delayed work on a specific weather sensitive activity or activities that had been planned to be underway on the date(s) on which the weather event occurred, as shown in the most recent update to the Project schedule that had been submitted to the Owner prior to the date of the event, b) only if the activity or activities were on the critical path of the most recent update to the schedule and c) only if the delay to that activity or activities is shown to be the proximate cause of a corresponding delay to the projected date for Substantial Completion of the Project that was shown in the most recent update to the Project schedule. The actual dates on which the delay(s) occurred must be stated and the specific activities that were directly impacted must be identified. In the event of concurrent delays, only those activities actually impacting the Project Substantial Completion date will be considered in evaluating the merit of a delay request and in adjusting the schedule. Time extensions will not be considered if such adjustments do not exceed the total or remaining "float" associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. Requests for an extension of time which are not supported by this information shall not be considered for approval by the Owner.

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

21.4.4 Delays caused by unusually bad weather shall be incorporated in the Project schedule when the schedule is next updated by showing actual dates and/or percent complete for those activities that were impacted by the unusually bad weather as well as the effects of any effort to mitigate such delays. When claims are submitted for time extensions resulting from more than one occurrence of unusually bad weather during a month, the Project schedule shall be updated to reflect such separate events sequentially so that the impact of each subsequent occurrence is shown on an adjusted Project schedule that includes all prior claims for additional time.

21.5 Any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike including, but not limited to, the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on the Project.

21.6 Any request for an extension of time for delays in transportation or for failures of suppliers shall be supported by a written statement of facts demonstrating that the delays are beyond the Trade Contractor(s)'s control including, but not limited to, the Trade Contractor(s)'s efforts to overcome such delays.

21.7 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that the remaining Work will not be altered, or may further provide for an equitable readjustment of liquidated damages pursuant to the new Contract completion dates.

21.8 The Contract Time will only be adjusted for causes specified above. Extensions of time will only be approved if the Trade Contractor(s) can provide justification supported by the Project schedule or other acceptable data that 1) such changes are, in fact, on the critical path and extend the contractually required date of Substantial Completion, and 2) the Trade Contractor(s) has expended all reasonable effort to minimize the impact of such changes on the construction schedule. No additional extension of time will be granted subsequently for claims having the basis in previously approved extensions of time.

21.8.1 In support of requests for an extension of time not caused by unusual inclement weather, and concurrently with the submittal of any such request, the Trade Contractor(s) shall submit to the Consultant and the Owner a written impact analysis showing the influence of each such request on the Project Substantial Completion date as shown in the updated Project schedule most recently submitted to the Owner. The analysis shall include a partial network diagram or "fragnet" (a sequence of new or revised activities or durations that are proposed to be added to the existing schedule) showing the critical path tasks for the project which are impacted by the event giving rise to the request or by any other concurrent event, showing any other concurrent delays, and showing the schedule both prior to and after the event. This impact analysis and the "fragnet" shall include the new activities and/or activity revisions proposed to be added to the existing schedule and shall demonstrate the claimed impact on the critical path and the project substantial completion date. The Trade Contractor(s) will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the Construction Manager and/or the Construction Manager's contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining "float" associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting Project Substantial Completion will be considered in adjusting the schedule and evaluating the merit of a delay claim. Requests for an extension of time which are not supported by this information shall not be considered for approval.

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a revised schedule at the time of approval. No subsequent requests for time extension will be considered unless the previous approved time extensions have been incorporated in the Project schedule on which the requests are based. All changes and/or additions to the schedule must meet the approval of the Owner.

21.10 Except as provided for in Article 21.10.1 through 21.10.3 below, no payment or compensation shall be made to the Construction Manager and Trade Contractor(s) and extensions of the time fixed for completion of the Contract shall be the Construction Manager's (and Trade Contractor's) sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of the Work.

21.10.1 In addition to the provisions of Articles 18.3 and 18.3.1 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that can be demonstrated to extend the date of Substantial Completion of the Project, the Construction Manager and Trade Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the Construction Manager's and Trade Contractor's performance of the Contract are, in whole or in part, within the control of the Owner and, subject to the requirements of Article 21.8 and 21.8.1, can be demonstrated to extend the date of Substantial Completion of the Project, the Construction Manager and Trade Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

21.10.3 Such reimbursements shall not include consequential or similar damages, exemplary damages, damages based on unjust enrichment theory, or any form of home office overhead.

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

22.1 The Trade Contractor(s) shall promptly remove from the site and replace any material and/or correct any Work found by the Consultant to be defective or that fails to conform to the requirements of the Contract, whether incorporated in the Work or not, and whether observed before or after Substantial or Final Completion. The Trade Contractor(s) shall bear all costs of removing, replacing or correcting such Work or material including the cost of additional professional services necessary, and the cost of repairing or replacing all Work of separate contractors damaged by such removal or replacement.

22.2 The Consultant will notify the Construction Manager and the Owner immediately upon its knowledge that additional services will be necessary. The Owner may consent to accept such nonconforming Work and materials with an appropriate adjustment in the Contract Amount. Otherwise, the Trade Contractor(s) shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. If the Trade Contractor(s) fails to commence and continue to correct non-conforming Work within a reasonable time as determined by the Consultant, the Owner may without limitation of other rights available to the Owner and without prejudice to other remedies, take any necessary action to make the necessary corrections. If the Owner makes required corrections for non conforming Work or materials, a Change Order will be issued reflecting an equitable deduction from the Contract Amount. This amount will be deducted from payments due to the Trade Contractor(s) via the Construction Manager's pay application or, if no additional payments are due, Trade Contractor(s) or the Trade Contractor(s)'s surety shall be responsible for payment of this amount.

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

23.1 Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the Trade Contractor(s) of responsibility for materials and equipment incorporated into the Work that fails to meet specification requirements, or for the use of faulty materials or poor quality workmanship. If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Trade Contractor(s) shall correct it promptly after receipt of written notice from the Owner to do so. The Trade Contractor(s) shall correct any defects due to these conditions and pay for any damage to other Work resulting from their use. Nothing contained in this clause shall be construed to establish a period of limitation with respect to any obligation of the Trade Contractor(s) under the Contract including, but not limited to, warranties. The obligation of the Trade Contractor(s) under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranties required by the Contract, given by the Trade Contractor(s), or otherwise recognized or prescribed by law.

23.2 In addition to being responsible for correcting the Work and removing any non-conforming Work or materials from the job site, the Trade Contractor(s) shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services, and any resulting damages to other property or to work of other contractors or of the Owner.

23.3 If the Trade Contractor(s) fails to correct nonconforming Work within a reasonable time as determined by the Consultant, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for nonconforming Work or materials after Final Payment to the Trade Contractor(s) via the Construction Manager's pay application, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from Construction Manager or surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

24.1 The Owner, by written notice to the Construction Manager, may terminate this Contract in whole or in part when it is in the interest of the Owner, at the sole discretion of the Owner. In such case, the Construction Manager and Trade Contractor(s) shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The Construction Manager and Trade Contractor(s) shall not be entitled to profit and overhead on Work not performed.

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the Trade Contractor(s) fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice may order the Construction Manager to stop the Work or any portion of the Work until the cause for the order has been eliminated to the satisfaction of the Owner. The Consultant may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The Construction Manager and Trade Contractor(s) shall not be entitled to an adjustment in the Contract Time or Amount under this clause in the event such stoppages are determined to be the fault of the Construction Manager or its Trade Contractor(s). The right of the Owner or Consultant to stop Work shall not give rise to a duty on the part of the Owner or Consultant to exercise this right for the benefit of the Construction Manager, Trade Contractors or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONSTRUCTION MANAGER

26.1 In addition to its rights under Articles 24 and 25, the Owner may terminate the contract upon the occurrence of any one or more of the following events:

26.1.1 If the Construction Manager and/or Trade Contractors refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the Construction Manager and/or Trade Contractor(s) fails to complete the Work within such time;

26.1.2 If the Construction Manager is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Construction Manager or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Construction Manager, or if a trustee or receiver is appointed for the Construction Manager or for any of the Construction Manager's property on account of the Construction Manager's insolvency, and the Construction Manager or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within ten (10) days of receipt of a request for assurance from the Owner;

26.1.3 If the Construction Manager repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that Trade Contractors supply adequate supervision, suitable materials or equipment, or adequate numbers of skilled workmen and supervision to the Work;

26.1.4 If the Construction Manager repeatedly fails to make prompt payments to Trade Contractors or suppliers at any tier, or for labor, materials or equipment;

26.1.5 If the Construction Manager disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

26.1.6 If the Construction Manager disregards the authority of the Consultant or the Owner;

26.1.7 If the Construction Manager performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or

26.1.8 If the Construction Manager otherwise violates in any material way any provisions or requirements of the Contract Documents.

26.2 Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the Construction Manager and its Surety three (3) Calendar Days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Construction Manager to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the Contract.

26.3 In the event that the Contract is terminated, the Owner may demand that the Construction Manager's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Construction Manager's Surety not utilize the Construction Manager in performing the Work. Upon the failure or refusal of the Construction Manager's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.

26.3.1 In the event that the Contract is terminated and the Construction Manager's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the Construction Manager from the site. The Owner may take possession of the Work and of all of the Construction Manager's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Construction Manager, without liability to the Construction Manager. At the Owner’s sole discretion, the Owner has the right to take assignment of any or all portions of the contract work in order to prosecute the completion of the Work. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site or for which the Owner has paid the Construction Manager but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the Construction Manager shall not be entitled to receive any further payment until the Work is finished.

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Construction Manager for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Construction Manager or the Construction Manager's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the Construction Manager shall not be eligible for the award of such Contract.

26.3.3 The Construction Manager shall be liable for any damage to the Owner resulting from the termination or the Construction Manager's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The Construction Manager shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

26.3.4 If liquidated damages are provided in the Contract and the Owner terminates the Contract, the Construction Manager shall be liable for such liquidated damages, as provided for in Article 29.2 and 29.3 below, until Substantial Completion and Final Completion of the Work are achieved.

26.3.5 In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the Construction Manager. The rights and remedies of the Owner under this Article are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Construction Manager by the Owner will not release the Construction Manager from liability.

26.3.6 In the event the Contract is terminated under this Article, and it is determined for any reason that the Construction Manager was not in default under the provisions of this Article, the termination shall be deemed a Termination for Convenience of the Owner pursuant to Article 24 and the rights and obligations of the parties shall be determined in accordance with Article 24.

ARTICLE 27 - SUSPENSION OF WORK

27.1 The Owner or the Consultant may, at any time and without cause, order the Construction Manager in writing or cause the Construction Manager to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience. Adjustment may be made for any increase in the Contract time necessarily caused by such suspension or delay, in accordance with Article 21.

ARTICLE 28 - TIME OF COMPLETION

28.1 The Construction Manager shall begin the Work on the date of commencement as specified in the Work Order. All time limits stated in the Contract Documents are of the essence of the Contract. The actual end of the Contract Time shall be the date specified on the approved certificate of Substantial Completion. The time for completion set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

28.2 Substantial Completion is defined in Article 1.1.17 of these General Conditions. Only incidental corrective Work under punch lists and final cleaning (if required) for Owner's full use shall remain for Final Completion. The ability to occupy or utilize shall include regulatory authority approval unless regulatory approval is delayed due to actions of the Owner or the Consultant. When the Owner accepts and occupies a portion of the Project, the operation, maintenance, utilities, and insurance of that portion of the Project becomes the responsibility of the Owner.

28.3 The date of Substantial Completion shall be that date certified by the Owner, in accordance with the following procedures, that the Work is sufficiently complete to occupy or utilize as defined above.

28.3.1 When the Construction Manager considers the entire Work is substantially complete as defined in Article 1.1.17 of these General Conditions, and is ready for its intended use, the Construction Manager shall notify the Consultant in writing and request an inspection. The declaration and request shall be accompanied by a list prepared by the Construction Manager of those items of Work still to be completed or corrected. The failure of the Construction Manager or Consultant to include any item or items which are not completed or which need correction on such list shall not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

28.3.2 The Consultant shall, within a reasonable time after receipt of notification from the Construction Manager of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Consultant's review, the Construction Manager shall submit all As-Built drawings, Notice of Termination, catalog data, complete operating and maintenance instructions, manufacturer specifications, certificates, warranties, written guarantees and related documents required by the contract. The Consultant shall review said documents for accuracy and compliance with the Contract Documents and incorporate them into complete operating instructions and deliver them to the Owner.

28.3.3 If the Consultant considers the Work substantially complete, the Consultant shall recommend that the Owner prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion and the responsibilities between the Owner and Construction Manager for security, maintenance, heat, utilities and insurance, if not otherwise provided for in the Contract Documents, and a tentative list of items to be completed or corrected, and shall fix the time within which the Construction Manager shall complete the items listed therein. This time shall not exceed thirty (30) Calendar Days unless otherwise provided for in the Work Order. The Certificate of Substantial Completion shall be submitted to the Consultant and Construction Manager for their written acceptance of the responsibilities assigned to them in the certificate. The Project shall not be deemed substantially complete until the certificate is issued. If, after making the inspection, the Consultant does not consider the Work substantially complete, the Consultant will notify the Owner and the Construction Manager in writing

28.4 Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner's personnel in the maintenance and operation of the new installations, the Construction Manager shall comply with the requirements of Article 8.7 of the Special Conditions~~.~~ (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owner's Project Manager by or before the time construction is 75% complete, as reflected by the Contractor's most recently submitted Application for Payment.

28.4.1 The provisions of Article 30.11 notwithstanding, if the Construction Manager meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to not less than three percent (3%) of the current Contract Amount. In the event progress falls behind the approved progress schedule, the full 5% will immediately be reinstated by the Owner including all past retainages not held.

In the event the Construction Manager fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

28.5 Project Close Out. When the Construction Manager considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the Construction Manager shall notify the Consultant in writing and request a final inspection. The Consultant, upon receipt of written notice from the Construction Manager that the Work is complete and is ready for final inspection and acceptance, will promptly make such inspection and if the Consultant finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Consultant will notify the Construction Manager in writing to submit, and will certify to the Owner a final Certificate for Payment in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the Construction Manager does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the Construction Manager including all architectural, engineering and inspection costs and expenses incurred by the Consultant and the Owner, and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

## ARTICLE 29 - LIQUIDATED DAMAGES

29.1 The Owner, Construction Manager, and Trade Contractors recognize and agree that time is of the essence of this Contract and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract plus any extensions that may be allowed. The parties further recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner should the Work not be completed on time. The Owner, Construction Manager, and Trade Contractors agree on the amounts stated as liquidated damages in the Agreement. The Owner, Construction Manager, and Trade Contractors agree that the amount stated as liquidated damages are not intended to be penalties.

29.2 Should the Construction Manager and any Trade Contractors fail to satisfactorily complete the Work under Contract on or before the date stipulated for Substantial Completion, as adjusted by approved Change Orders, if any, the Construction Manager and Trade Contractors will be required to pay liquidated damages to the Owner for each consecutive Calendar Day that the Owner is deprived of full use of the area beyond the date specified unless otherwise stipulated elsewhere by Owner. After the date for Substantial Completion has been certified by the Owner, the Construction Manager and Trade Contractors shall cease to owe liquidated damages until the date established for Final Completion.

29.3 If Final Completion is not achieved by the date established for Final Completion, as adjusted by approved Change Orders, if any, liquidated damages in the amount stipulated in the Agreement will become due and collectable. The Contract will be considered complete and Final Completion shall be deemed to have occurred when all Work has been completed in compliance with the Contract Documents and the Certificate of Final Completion has been issued by the Owner. No deduction or payment of liquidated damages will, in any degree, release the Construction Manager and Trade Contractors from further obligations and liabilities to complete the entire Contract. Permitting the Construction Manager to continue and finish the Work, or any part of it, after expiration of the Contract Time, shall in no way constitute a waiver on the part of the Owner of any liquidated damages due under the Contract.

ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The Construction Manager shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Trade Contractors. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents, except the final payment, shall be submitted in whole dollar amounts. All payment applications from the Construction Manager shall include line items for overhead, profit and general condition costs.

30.2 The Consultant shall, within ten (10) Business Days after receipt of each application for payment, certify approval of payment in writing to the Owner and present the application to the Owner, or return the application to the Construction Manager indicating in writing its reasons for refusing to approve payment. The Owner, provided no exception is taken to the application for payment submitted by the Consultant, will issue payment on or within thirty (30) Business Days from the date received from the Consultant. A reasonable delay on the part of the Owner in making payment to the Construction Manager for any given payment shall not be grounds for breach of Contract. The Consultant may refuse to approve the whole or any part of any payment if it would be incorrect to make such presentation to the Owner.

30.3 If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at an off jobsite location agreed to in writing by the Owner that meets the manufacturer's requirements for the stored material and not-comingled with other material, the Construction Manager must furnish the following:

30.3.1 A list of the materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices.

30.3.2 Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.

30.3.3 A letter from the Surety indicating that the Surety agrees to the arrangements and that payment to the Construction Manager shall not relieve either the Construction Manager or its Surety of their responsibility to complete the Work.

30.3.4 Evidence of adequate insurance listing the Owner as an additional insured covering the material in storage.

30.3.5 Evidence that representatives of the Consultant have visited the Construction Manager's place of storage and checked all items listed on the Construction Manager's certificate. They shall certify, insofar as possible, that the items are in agreement with the Specifications and approve their incorporation into the Project.

30.4 The Owner will pay 80% of the invoiced value less retainage for materials stored off site providing the above conditions are met.

30.5 The Construction Manager's signature on each subsequent application for payment shall certify that all previous progress payments received on account of the Work have been applied to discharge in full all of the Construction Manager's obligations reflected in prior applications for payment.

30.6 Each payment made to the Construction Manager shall be on account of the total amount payable to the Construction Manager and the Construction Manager warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving Construction Manager from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.

30.7 Within thirty (30) Calendar Days of the award of any Trade Contracts, and prior to submitting the next application for payment, the Construction Manager shall submit to the Consultant and the Owner for approval a detailed breakdown of the Contract Amount including all trade contracts that have been awarded as of the date of that application for payment pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Consultant and the Owner, this schedule shall be used as a basis for Construction Manager's applications for payment and may be used by the Owner to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the Construction Manager.

30.8 Retainage – The Owner will retain ten percent (10%) of the Construction Manager's progress payments, including amounts claimed for construction management fee until fifty one percent (51%) of the construction project has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in Article 28.4.1 above, the Owner shall retain five percent (5%) of the total contract amount until Substantial Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term "in full compliance" shall mean 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents. Subsequent to the issuance of the Substantial Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner, the amount of retainage may then be reduced and a sufficient sum retained by Owner to assure completion of the remaining unfinished Work. Retainage reduction as provided for in this Article 30.8 is contingent upon the Construction Manager and/or Trade Contractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents.

30.8.1 In addition to the retainage set forth above, the Owner may withhold from any monthly progress payments or nullify any progress payments in whole or in part as necessary to protect the Owner from loss on account of:

30.8.1.1 Defective Work which has not been remedied or completed Work which has been damaged requiring correction or replacement, or

30.8.1.2 Action required by the Owner to correct Defective Work or complete Work which the Construction Manager has failed or refused to correct or complete, or

30.8.1.3 Failure of the Construction Manager to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the Construction Manager to make payment properly to Trade Contractors; suppliers of material, services or labor; or to reimburse the University for utilities or other services as provided for in the Contract;

30.8.1.5 Amounts to be withheld as liquidated damages for failure to complete the Project in the allotted Contract time.

30.8.2 When the Owner is satisfied that the Construction Manager has remedied any such deficiency, payments shall be made of the amount being withheld on the next scheduled application for payment.

30.9 Final Payment – When all Work is completed and acceptable and the Contract is fully performed, the Construction Manager will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the Construction Manager of all required documents and releases, all retained amounts shall be paid to the Construction Manager as part of the Final

Payment. By accepting such payment, the Construction Manager certifies that all amounts due or that may become due to any Trade Contractor, any Consultant of the Construction Manager, or any vendors or material suppliers, have been paid or will be paid from the proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

30.10 The Construction Manager shall promptly pay each Trade Contractor and material supplier upon receipt of payment from the Owner the amount to which said Trade Contractor and supplier is entitled, reflecting the percentage actually retained from payments to the Construction Manager on account of such Trade Contractor's work. The Construction Manager shall, by an appropriate Agreement with each Trade Contractor and material supplier, require each Trade Contractor and supplier to make payments to their sub-contractors, vendors and suppliers in similar manner.

The Consultant may, on request, furnish to any Trade Contractor or material supplier information regarding the percentages of completion applied for by the Construction Manager and the action thereon by the Consultant.

30.10.2 Neither the Owner nor the Consultant shall have any obligation to make payment to any Trade Contractor or material supplier except as may otherwise be required by law.

ARTICLE 31 – AUDITS

31.1 The Construction Manager's Trade Contractors', sub-contractors' and/or vendor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours as may be deemed necessary by the Owner at its sole discretion. Such audits may be performed by an Owner's representative or an outside representative engaged by the Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment, or longer if required by law. Owner's representative may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Construction Manager's employees, field and agency labor, Trade Contractors and vendors.

31.2 "Records" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents' reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other Construction Manager or contractor records which may have a bearing on matters of interest to the Owner in connection with the Construction Manager's dealings with the Owner (all foregoing hereinafter referred to as the "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

Compliance with Contract requirements for deliverables;
Compliance with approved plans and specifications;
Compliance with Owner's business ethics expectations;
Compliance with Contract provisions regarding the pricing of change orders;
Accuracy of Construction Manager representations regarding pricing of invoices; and
Accuracy of Construction Manager representations related to claims submitted by the Construction Manager or its payees.

31.3 The Construction Manager shall require all payees (examples of payees include Trade Contractors, Sub-contractors, vendors, and/or material suppliers) to comply with the provisions of this Article 31 by including the requirements hereof in a written contract agreement between the Construction Manager and payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-subcontractors, material suppliers, etc. The Construction Manager will cooperate fully and will cause all related parties and all of the Construction Manager's Trade Contractors and/or subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials and data.

31.4 Owner's authorized representative or designee shall have reasonable access to the Construction Manager's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall provide adequate and appropriate work space in order to conduct audits in compliance with this Article. The Construction Manager and its payees agree bear their costs and expenses relating to any inspections and audits.

31.5 If an audit inspection or examination in accordance with this Article discovers any fraud or misrepresentation, or discloses overpricing or overcharges (of any nature) by the Construction Manager to the Owner, in addition to making adjustments for the overcharges, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Construction Manager. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Construction Manager's invoices and/or records shall be made within Ninety (90) Calendar Days from presentation of the Owner's findings to the Construction Manager.

31.6 The provisions of Articles 31.1, 31.2 and 31.5 notwithstanding, the Owner shall have the right to conduct inspections and audits of any matter relating to the Contract Documents or the Work, which shall be for the Owner's sole benefit and shall not relieve the Construction manager, its sureties, contractors, subcontractors suppliers and their respective employees and agents of any obligations under the Contract Documents.

31.7 Any audits or inspections under Article 31 shall not constitute a waiver of any right the Owner has to accounting or discovery of records in the possession, custody or control of the Construction Manager, its sureties, contractors, subcontractors, vendors and their respective employees and agents

ARTICLE 32- PROGRESS & SCHEDULING

32.1 If requested by the Owner during the pre-construction phase of the Project, and working in cooperation with the Owner and the Consultant(s), the Construction Manager shall prepare a Critical Path Method (CPM) type Pre-Construction Schedule incorporating design phase and review activities through completion of the design and bidding of the Trade Contracts, shall include in this Pre-Construction Schedule the broad categories of Work to be accomplished in the subsequent implementation of the design and construction of the Project, and shall modify and update this Pre-Construction Schedule as necessary to reflect the actual status and then current plan for the Project.

32.2 Prior to bidding of the Trade Contracts, the Construction Manager shall prepare and submit to the Owner and the Consultant a preliminary CPM type construction schedule for the Work. The schedules submitted for this Project shall be prepared using Primavera scheduling software (Primavera Contractor; Primavera SureTrak with files saved in Concentric P3 format; Primavera P3; or Primavera P6). The schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity with the critical path highlighted. The schedules shall include but not be limited to: submittal processing; fabrication and delivery of materials; construction; testing; clean-up; work and/or materials to be provided by the Owner; dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations; and significant milestones related to the completion of the Project.

32.2.1 The Construction Manager shall use scheduling software appropriate to meet the requirements of the Project and the intent of these Contract Documents, and shall advise the Owner in writing of the Primavera software program and version that will be used.

32.2.2 The schedules shall coordinate Work in accordance with all schedules included in the Owner's approved Program. Construction work shall be scheduled and executed such that operations of the University are given first priority. This applies particularly to outages and restriction of access.

32.2.3 The schedule shall not exceed time limits established for the Project. Schedules which reflect a duration less than the Contract Time are for the convenience of the Construction Manager and shall not be the basis of any claim for delay or extension of time.

32.2.4 Schedules shall be revised at appropriate intervals as required by the condition of the Work and the Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

32.2.5 The Construction Manager shall also submit a payment schedule indicating the percentage of the Contract Amount and the anticipated monthly payments the Owner may make during the Project. The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the Construction Manager.

32.3 The Construction Manager shall prepare and keep current, for the Consultant's approval, a separate schedule of submittals which is coordinated with the Construction Manager's construction schedule and allows the Consultant reasonable time to review submittals.

32.4 The Construction Manager shall cause the work to be performed pursuant to the most recent schedules.

ARTICLE 33 - USE OF COMPLETED PORTIONS

33.1 Upon mutual Agreement between the Owner, Construction Manager, and Consultant, the Owner may use a completed portion of the Project after an inspection is made. Such possession and use shall not be deemed as acceptance of any Work not completed in accordance with the Contract Documents, nor shall such possession and use be considered to alter warranty obligations or cause any warranty period to commence prior to Substantial Completion.

ARTICLE 34 – INDEMNIFICATION

34.1 To the fullest extent permitted by law, the Construction Manager and Trade Contractor(s) shall indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Construction Manager, any Trade Contractor or material supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner, its consultants, and their respective employees and agents would otherwise have.

34.2 The Construction Manager and Trade Contractor(s) shall also indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from any claims relating to the Project brought against the Owner, its consultants, and their respective employees and agents by any Trade Contractor unless such claims are due to the gross negligence or misconduct of the Owner or Consultant.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the Construction Manager, any Trade Contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any Trade Contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the Construction Manager under this Article shall not extend to the liability of the Consultant, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Consultant, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 35 - INSURANCE

35.1 The Construction Manager shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies. Any endorsements required to validate such waiver of subrogation shall be obtained by the Construction Manager at the Construction Manager’s expense.

35.2 The Construction Manager shall not commence, nor allow any Trade Contractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.

35.3 Workers' Compensation and Employers' Liability Insurance. The Construction Manager shall acquire and maintain Workers’ Compensation insurance with Kentucky’s statutory limits and Employers’ Liability insurance as defined in the Special Conditions for all employees who will be working at the Project site. In the event any Work is sublet, the Construction Manager shall require any Trade Contractor to provide proof of this insurance for the Trade Contractors' employees, unless such employees are covered by insurance provided by the Construction Manager.

35.4. The Construction Manager shall either require each Trade Contractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Trade Contractors under a blanket form as described below:

35.4.1 Commercial General Liability Insurance. The Construction Manager shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work. Policies which contain Absolute Pollution Exclusion endorsements are not acceptable. Coverage must include pollution from "hostile fires". Where required by the risks involved, Explosion, Collapse and Underground (XCU) coverages shall be added by endorsement. If the work involved requires the use of helicopters, a separate aviation liability policy as defined in the Special Conditions will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits as defined in the Special Conditions will be required.

35.4.1.1 The limits of liability shall not be less than defined in the Special Conditions.

35.4.2 Comprehensive Automobile Liability Insurance. The Construction Manager shall show proof and guarantee the maintenance of insurance to cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than defined in the Special Conditions.

35.4.3 Excess or Umbrella Liability Insurance. The Construction Manager shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form commercial general liability insurance, business automobile liability insurance and employers' liability insurance. This policy shall have a minimum as defined in the Special Conditions for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

35.5 Builders Risk Insurance. The Construction Manager shall purchase and maintain an “all risk” Builder’s Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, Construction Manager, and all Trade Contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. Construction Manager’s and Trade Contractor’s work performed, and materials to be incorporated into the project and stored on the jobsite, will be covered. Any such event occurring upon the Work Site covered under this policy and for which a claim is filed, the causing trade contractor shall held responsible to incur the deductible cost of this policy in its entirety for said occurance. Builder’s Risk does not include temporary buildings, or Construction Manager/Trade Contractor or Construction Manager’s/Trade Contracto’s tools, equipment, or trailers and contents.

Deductibles applied per OCCURANCE:
$10,000: Base Rate
$ 50,000 Earthquake
$100,000 Flood, Windstorm, Costal Windstorm

35.6 Insurance Agent and Company Insurance as required in the bidding process of the Project shall be written according to applicable state law in Kentucky. The policies shall be written by an insurer duly authorized to do business in Kentucky in compliance with KRS: 304.1-.100 and -110.

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

36.1 The Construction Manager shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The Construction Manager shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the Construction Manager or its Trade Contractors for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law.

36.2 Each bond furnished by the Construction manager shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Amount is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amounts.

36.3 The performance and payment bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed resident agent.

ARTICLE 37 - DAMAGED FACILITIES

37.1 The Trade Contractor(s) shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the Trade Contractor(s)'s own forces, Trade Contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

37.2 Water damage to the interior of any building caused by Work performed under the Contract or incidental thereto, whether by the Trade Contractor(s)'s own forces, Trade Contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the Trade Contractor(s) at the Trade Contractor(s)'s expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the Trade Contractor(s) at the Trade Contractor(s)'s expense.

37.3 For existing buildings, the Construction Manager and Trade Contractor, along with the Owner's Representative and Consultant, will tour the Project site to evaluate existing conditions and determine any existing damage before any Work on this Contract is done.

37.4 Should the Trade Contractor(s) fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the Work/repairs completed and deduct the cost of such Work/repairs from amounts due or to become due to the Trade Contractor(s) via the Construction Manager pay application. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

## ARTICLE 38 – CLAIMS & DISPUTE RESOLUTION

38.1 All Construction Manager's claims and disputes shall be referred to the Consultant for review and recommendation. All claims shall be made in writing via the Contractor Change Request (CCR) module in Constructware® to the Consultant and to the Owner's Project Manager not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the Construction Manager knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived. Any claim not submitted before Final Payment shall be waived. The Consultant shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of a claim or dispute.

38.1.1 The provisions of Article 43.2 notwithstanding, claims and disputes between the Construction Manager and any Trade Contractor or supplier shall not be referred to the Consultant except to request interpretation and/or clarification of the intent of the plans or specifications. Such claims and disputes between the Construction Manager and any Trade Contractor shall be resolved between those parties as required by Article 43.4 of these General Conditions.

38.2 The Consultant's decision shall be final and binding on the Construction Manager unless the Construction Manager submits to the Consultant and the Owner's Project Manager a written notice of appeal within fifteen (15) Calendar Days of the Consultant's decision. The Construction Manager must present within fifteen (15) Calendar Days of such notice to appeal a narrative claim in writing with complete supporting documentation. After receiving the written claim, the Project Manager will review the materials relating to the claim and may meet with the Consultant and/or the Construction Manager to discuss the merits of the claim. The Project Manager will render a decision within thirty (30) Calendar Days after receiving the written claim and supporting documentation. The decision of the Project Manager shall be final and binding pending further appeal as provided for in Article 39. If the Consultant or the Project Manager do not issue a written decision within thirty (30) calendar days after receiving the claim and supporting documentation, or within a longer period as may be established by the parties to the Contract in writing, then the Construction Manager may proceed as if an adverse decision had been received.

38.3 If the Project Manager does not agree with the Consultant's decision on a claim by the Construction Manager, the Project Manager shall notify the Construction Manager and the Consultant and direct the Construction Manager to perform the Work about which the claim was made and the Construction Manager shall proceed with such Work in accordance with the Project Manager's instruction. If the Construction Manager disagrees with a decision of the Project Manager concerning a Construction Manager's claim, the Construction Manager shall proceed with the Work as indicated by the Project Manager's decision.

38.4 The Construction Manager shall continue to diligently pursue Work under the Contract pending resolution of any dispute, and the Owner shall continue to pay for undisputed work in place.

## ARTICLE 39 - CLAIMS FOR DAMAGE

39.1 Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or if other controversy should arise under the

Contract, such claim or controversy shall be made in writing to the other party within thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of the Capital Project Management Division at the University of Kentucky ("Director") or his designee. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, comprise, pay, or otherwise adjust the claim or controversy with the Construction Manager. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the Construction Manager. The decision rendered shall be final and conclusive unless the Construction Manager files suit pursuant to KRS 45A.245. If the Director, or designee, does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the Construction Manager may proceed as if an adverse decision had been received.

39.2 Any legal action on the Contract shall be brought in the Franklin Circuit Court and shall be tried by the Court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner. The Owner shall recover from the Construction Manager all attorney's fees, costs and expenses incurred to the extent the Owner prevails in defending or prosecuting each claim in litigation of disputes under the Contract. The Owner is the prevailing party under this provision and is entitled to recover attorneys' fees, costs and expenses on a claim-by-claim basis to the extent the Owner successfully defeats or prosecutes each claim. A recovery of a net judgment by the Construction Manager shall not be determinative of the Owner's right to recover attorneys' fees, expenses and costs. Rather, such a determination shall be made based on the extent that the Owner successfully defends or prosecutes each distinct claim in litigation under the Contract, even if the Owner does not prevail on every claim. The Construction Manager shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

ARTICLE 40 - LIENS

40.1 The filing and perfection of liens for labor, materials, supplies, and rental equipment supplied on the Work are governed by KRS 376.195 et seq.

40.2 Statements of lien shall be filed with the Fayette County Clerk and any action to enforce the same must be instituted in the Fayette Circuit Court, pursuant to KRS 376.250 (5).

40.3 The lien shall attach only to any unpaid balance due the Construction Manager or Trade Contractor for the improvement from the time a copy of statement of lien, attested by the Fayette County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

ARTICLE 41 - ASSIGNMENT

41.1 Neither party to the Contract shall assign the Contract, or any portion thereof without the prior written consent of the other, which consent may be granted or withheld in the granting party's sole and absolute discretion. The Construction Manager shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the Construction Manager has the prior written approval of the Owner (which approval may be granted or withheld in the Owner's sole and absolute discretion) and the Surety on the Construction Manager's bond has given written consent to any such assignment.

ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by University personnel, such contracts shall be assignable to the Construction Manager and shall contain the same terms and conditions as the contracts between the Construction Manager and the Trade Contractors. The Construction Manager will be entitled to a maximum of three percent (3%) overhead and profit on the value of such assigned contracts. The Construction Manager shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Consultant may direct.

42.2 Should the Construction Manager cause damage to any separate contractor on the Work, and the separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Construction Manager shall be responsible for all costs, attorney's fees and expenses incurred by the Owner for defending such proceedings unless the Owner prevails on behalf of the Construction Manager in which case fees and expenses will be the responsibility of the separate contractor and if any judgment against the Owner arises therefrom, the Construction Manager shall pay or satisfy it and shall pay all costs, attorney's fees and expenses incurred by the Owner.

42.3 If any part of the Construction Manager's Work depends upon the work of any other separate contractor, the Construction Manager shall promptly report to the Consultant any observed defects in such work that render it unsuitable for proper execution connection. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to defects which may develop in the other contractor's work after the execution of the work.

42.4 Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.

ARTICLE 43 - CONSTRUCTION MANAGER/TRADE CONTRACTOR RELATIONSHIP

43.1 The Construction Manager is fully responsible to the Owner for the acts and omissions of the Trade Contractors and of persons either directly or indirectly employed by them. The Construction Manager is responsible for the acts and omissions of persons employed directly by the Construction Manager and for the coordination of the Work, including placement and fittings of the various component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Trade Contractors, will be paid by the Owner.

43.2 Except as otherwise provided in these Contract Documents, the Construction Manager agrees to bind every Trade Contractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the Construction Manager shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The Construction Manager shall make no substitution or change in any Trade Contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The Construction Manager shall not employ any Trade Contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Trade Contractor or supplier. The Construction Manager is hereby notified that it is the Construction Manager's contractual obligation to settle disputes between Trade Contractors and/or suppliers. Neither the Owner nor the Consultant will settle disputes between the Construction Manager and the Trade Contractors or suppliers, or between Trade Contractors or suppliers.

43.4.1 The Owner does not waive sovereign immunity under KRS 45A.245(1) for any claim or claims made by parties not having a written contract with the University of Kentucky.

43.4.2 Third party and/or flow-through type claims, from Trade Contractors and/or suppliers or any other entity not having a written contract directly with the University, are specifically prohibited by this Contract and no provision of the Construction Manager's contracts with such entities shall indicate otherwise.

43.4.3 The Construction Manager shall indemnify and hold harmless the Owner and its agents and employees from any claims relating to the Project brought against the Owner by any of the Construction Manager's Trade Contractors or suppliers, or between their sub-contractors or suppliers.

ARTICLE 44 - CASH ALLOWANCE

44.1 The Trade Contractor(s) shall include in the Contract Amount all costs necessary to complete the Work. Costs based on "allowances" shall be permitted only for objectively quantifiable material items and only with the prior written approval of the Owner.

ARTICLE 45 - PROJECT SITE LIMITS

45.1 The Trade Contractor(s) shall confine the apparatus, the storage of materials, and the operations of Workmen to Project site limits indicated in the Contract Documents and as permitted by law, ordinances, and permits, and shall not unreasonably encumber the site with materials and equipment.

ARTICLE 46 - CLEAN UP

46.1 The Trade Contractor(s) shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

46.2 At the completion of the Work, and prior to final inspection and acceptance, the Trade Contractor(s) shall remove all remaining waste materials, rubbish, Trade Contractor(s)'s construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the Trade Contractor(s) fails to clean up as provided in the Contract Documents, the Construction Manager may perform the cleaning tasks and charge the cost to the Trade Contractor(s).

ARTICLE 47 - POINTS OF REFERENCE

47.1 The Trade Contractor(s) shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, the Construction Manager shall be charged with the resulting expense of replacement and shall be responsible for any mistake that may be caused by their loss or disturbance.

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

48.1 Reference to or the listing of items to be incorporated in the construction without referring to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall be interpreted as establishing the general intent of the Contract and the general standard of quality for that item.

48.2 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, with the words "or equal", shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.

48.2.1 Substitution of other equipment and materials as “or equal” to items named in the specifications will be allowed provided the proposed substitution is approved by the Consultant and will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Trade Contractor(s) has the burden to prove equality of any substitution requested.

48.3 Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number, without the words “or equal”, shall be interpreted as defining an item or source that has after careful consideration been determined by the University as necessary to be compliant with, and/or to function properly within, the University operational system. No substitutions will be allowed.

48.3.1 In the event the Contract Documents contain specific reference to two or more items as described in Article 48.3, any of those listed will be acceptable.

48.4 Substitution of equipment and materials previously submitted by the Trade Contractor(s) via the Construction Manager and approved by the Consultant will be considered only for the following reasons:

48.4.1 Unavailability of the materials or equipment due to conditions beyond the control of the supplier.

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

48.5 In substituting materials or equipment, the Trade Contractor(s) assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite consultant approval, and all costs associated with the substitution shall be the responsibility of the Trade Contractor(s). The Consultant shall be reimbursed by the Trade Contractor(s) via unilateral deductive change order by the Construction Manager for any architectural or engineering revisions required as the result of such substitutions.

48.6 Inclusion of a certain make or type of materials or equipment in the Trade Contractor(s)'s bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the Contract Documents and any such substitutions in the preparation of the bid without written approval shall be at the sole risk of the Trade Contractor(s).

ARTICLE 49 - TEST AND INSPECTION

49.1 Regulatory agencies of the government having jurisdiction may require any Work to be inspected, tested or approved. The Trade Contractor(s) shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the Consultant the required certificates of inspection, testing or approval.

49.2 The Trade Contractor(s) shall give the Consultant timely notice of readiness of the Work for all inspections, tests or approvals.

49.3 The technical specifications may indicate specific testing requirements to be performed by the Trade Contractor(s). Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the Trade Contractor(s). Testing shall be completed using a testing facility or laboratory approved by the Owner.

49.4 The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the Trade Contractor(s).

ARTICLE 50 - WARRANTY

50.1 The Trade Contractor(s) warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Owner, the Trade Contractor(s) shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Trade Contractor(s) requests approval of a substitution of material or equipment, the Trade Contractor(s) warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Trade Contractor(s) explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the Trade Contractor(s) shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the Trade Contractor(s) is entitled from manufacturers, suppliers, and Trade Contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the Trade Contractor(s) to replace defective material and equipment and re-execute defective Work which is disclosed to the Trade Contractor(s) by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one year from Substantial Completion as provided for by law or by the Contract Documents.

50.2 Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Trade Contractor(s) or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The Trade Contractor(s) or its sureties shall remedy any defects in Work and any resulting damage to Work at the Trade Contractor(s)'s own expense. The Trade Contractor(s) shall be liable for correction of all damage resulting from defective Work. If the Trade Contractor(s) fails to remedy any defects or damage, the Owner may correct Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Trade Contractor(s) or the surety. The Owner will give notice of observed defects with reasonable promptness.

50.3 The Trade Contractor(s) shall guarantee that labor, material, and equipment will be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract pursuant to Article 23 in addition to warranty obligations which extend beyond one year from Substantial Completion. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this warranty.

50.4 Should the Trade Contractor(s) be required to perform tests that must be delayed due to climate conditions, it is understood that such tests will be accomplished by the Trade Contractor(s) at the earliest possible date with provisions of the general warranty beginning upon satisfactory completion of said test. The responsibility of the Trade Contractor(s) under this Article will not be abrogated if the Owner should elect to initiate final payment. If the Owner initiates final payment, consent of Trade Contractor(s)'s surety acknowledging that Work not yet tested is required. The Trade Contractor(s) shall warrant that the entire Project will conform to the Contract Documents.

50.5 In addition to the foregoing, the Trade Contractor(s) shall warrant for a period of one (1) year that all buildings and other improvements constructed as a part of the Work shall be watertight and leak proof at every point and in every area. The Trade Contractor(s) shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the Trade Contractor(s)'s expense, (a) do any work necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, finishes and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The Trade Contractor(s) shall address and resolve to the Owner's satisfaction any warranty claims made by or on behalf of the Owner during the above described warranty period and all repairs and replacements made by the Trade Contractor(s) pursuant to this Article 50 shall be warranted by the Trade Contractor(s), on the terms set forth in this Article 50, for a period of time commencing upon the completion of such repairs and replacements and ending on the later of (a) the expiration of the one (1) year warranty period provided for above or (b) six (6) months after the date such repair or replacement is completed.

50.7 All costs, attorney's fees and expenses incurred by the Owner as a result of the Trade Contractor(s)'s failure to honor any warranty for the Work shall be paid by or recoverable from the Trade Contractor via unilateral deductive change order issued by the Construction Manager.

ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/17)

ARTICLE 52 - APPRENTICES

52.1 Apprentices (for all classifications of work) shall be permitted to work only under an apprenticeship agreement approved by the Kentucky Supervisor of Apprenticeship and by the Kentucky Apprenticeship and Training, United States Department of Labor.

ARTICLE 53 - GOVERNING LAW

53.1 This Contract and all issues and disputes arising out of this Contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Kentucky without consideration of its conflicts of laws principles.

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the Construction Manager agrees as follows:
54.1.1 The Construction Manager and Trade Contractor(s) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The Construction Manager and Trade Contractor(s) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability in employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

54.1.2 The Construction Manager and Trade Contractor(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Manager and Trade Contractor(s); state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability in employment.

54.1.3 The Construction Manager and Trade Contractor(s) will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Construction Manager's and Trade Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

54.2 Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

55.1 The Construction Manager and any Trade Contractor is exempt from any affirmative action or reporting requirements, under the Kentucky Equal Employment Opportunity Act of 1978, KRS 45.550 to KRS 45.640 "The Act", if any of the following conditions are applicable:

55.1.1 The Trade Contract awarded is in the amount of two hundred and fifty thousand dollars ($250,000.00) or less, and the amount of the Trade Contract is not a subterfuge to avoid compliance with the provisions of the Act;

55.1.2 The Construction Manager or Trade Contractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The Construction Manager or Trade Contractor employs only family members or relatives;

55.1.4 The Construction Manager or Trade Contractor employs only persons having a direct ownership interest in the business and such interest is not a subterfuge to avoid compliance with the provisions of The Act.

55.2 The Construction Manager and any Trade Contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire minorities from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the Construction Manager or Trade Contractor have collective bargaining agreements be unwilling to provide sufficient minorities to satisfy the agreed upon goals and timetables, the Construction Manager and Trade Contractors shall hire minorities from other sources within the drawing area;

55.2.2 The equal employment provisions of The Act may be met in part by the Construction Manager contracting to a minority contractor or Trade Contractor. A minority contractor, Trade Contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

55.2.3 The Construction Manager shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access by the contracting agency and the department to all books and records pertaining to its employment practices and Work sites for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.

55.3 If the Construction Manager is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a Trade Contract or a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such Construction Manager ineligible to submit proposals on further contracts until such time as the Construction Manager complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, the Construction Manager shall not be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

Modified by Turner for UK Patient Care Facility Project

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

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Modified by Turner for UK Patient Care Facility Project

**ARTICLE 01 GENERAL INFORMATION**

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

1.4 Where these Contract Documents obligate the Construction Manager to certain responsibilities or require the Construction Manager to perform certain actions, the Construction Manager may require these same responsibilities and/or actions of one or more Trade Contractors. However, assignment of such responsibilities or actions to one or more Trade Contractors shall not be construed to relieve the Construction Manager of its obligation to the University under this contract.

**ARTICLE 02 PERMITS AND FEES (NOT USED)**

**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 EOP Architects, PSC or their duly authorized representatives. (See Article 2 of the General Conditions.)

**ARTICLE 05 GEOTECHNICAL REPORT (NOT USED)**

**ARTICLE 06 TIME FOR COMPLETION**

6.1 Substantial Completion is as further defined in project work scope information and Final Completion shall be 30 calendar days thereafter.

**ARTICLE 07 LIQUIDATED DAMAGES**

7.1 Should the Trade Contractor(s) fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion as defined in Attachment "G" Schedule (or schedule information listed in the RFP) provided in the Bid Documents (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 **Three Hundred Dollars ($300)** for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Trade Contractor(s) fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion as defined in Attachment "G" Schedule provided in the Bid Documents (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)** 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 Trade Contractor (s) shall submit, to the Construction Manager, each set of Shop Drawings, product data and samples with a separate transmittal form. The transmittal form will be provided by the Owner's Project Manager during the Pre-Construction meeting. Projects utilizing ECommunicatons® will use ECommunications's template. The Trade Contractor(s) shall submit, along with the required number of hard copies, an electronic version of all product data and shop drawings via ECommunication.

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 Trade Contractors(s) for compliance with the Contract Documents before submission to the Construction Manager for review. The Construction Manager will submit to the Architect for approval. All submittals are to be initiated by the Trade Contractor(s). Submittals made directly to the Consultant by Trade 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 Trade Contractor(s) 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. Trade Contractor(s) 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.

8.1.7 Trade Contractor(s) are to submit all shop drawings, samples, product data in a timely manner to meet schedule requirements allowing a minimum consecutive review time of 10 calendar working days for the Construction Manager and 15 calendar working days for the Architect. Additional review time to be added as needed in accordance with Specifications.

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

Field Measurements, Field Construction Criteria, Catalog numbers and similar data, Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "A = Approved", “FS = Furnish as Submitted”, or “NET = No Exceptions Taken”: Proceed with the Work, no corrections needed.

8.2.3.2
"AN = Approved as Noted" or “FC = Furnish as Corrected”: Proceed with the Work, noting the corrections/conditions of the approval.

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

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

8.3.1 In making a submittal, the Trade Contractor(s) shall be deemed to be making the following representations:

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The Trade Contractor(s), within seven (7) days of Contractor Award, shall submit to the Construction Manager a submittal schedule indicating submittal dates and material lead times. Using this information, the Construction Manager, with ten (10) days after the Pre-Construction meeting, shall submit to the Consultant using ECommunication®, 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 ECommunication program as discussed by the Owner's Project Manager at the Pre-Construction Meeting.

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

8.5 Shop Drawings

8.5.1 The Trade Contractor(s) shall review, approve, and submit Shop Drawings to the Construction Manager, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log as herein detailed. By approving and submitting Shop Drawings, the Trade Contractor(s) 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 Trade Contractor(s) shall submit, via Construction Manager, 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 Trade Contractor(s) 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 Trade Contractor(s) 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 Trade Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to Owner and Design Consultant that the Trade Contractor 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 Trade Contractor(s) 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 Trade Contractor(s) from his responsibility for any deviations from the requirements of the Contract Documents unless the Trade Contractor(s) 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 Trade Contractor(s) from responsibility for errors or omissions in the Shop Drawings.

8.5.6 All submittals are to be submitted electronically by the Trade Contractor(s). Submittals must either be accompanied by a Shop Drawing & Procurement Transmittal which the Trade Contractor will create from the Submittal Log or submitted through the Send Wizard in ECommunication®. A separate transmittal form or message is to be prepared and attached to each package of submittals. An ECommunication® transmittal form or message is to accompany the Shop Drawings from the Construction Manager to the Consultant and from the Consultant to the Construction Manager. Each individual Shop Drawing shall have a copy of the Shop Drawing & Procurement Transmittal or message attached with its respective specification number and description highlighted.

8.5.7 At the completion of each Bid Package, one (1) complete sets & (1) electronic set (pdf format) of approved Submittals (Shop Drawings, Product Data, Test Reports, etc…) are to be submitted by the Trade Contractor(s) to the Construction Manager. Each set is to be placed in a legal size cardboard file box with each copy of the approved

Submittal placed in a separate hanging file folder with file tabs. Each hanging file folder shall contain one (1) copy of an approved Submittal with a copy of the original approved Submittal Transmittal Form. Final Payment will not be made until all required copies of approved submittals are received.

8.5.8 Where Shop Drawings include fire alarm, communication systems schematics, sprinkler systems, etc., a mylar sepia of each drawing shall be submitted by the Trade Contractor(s) to the Construction Manager as part of the "Record" set of drawings.

8.5.9 One (1) copy of each approved Shop Drawing shall be maintained at the job site by the Trade 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 for approval is four (4) hard copies and one (1) electronic copy (pdf format); (One for Physical Plant Division's information, Two for Architect approval, one at the job site for the Construction Manager); One hard copy of approved shop drawings will be returned to the Trade Contractor. If possible, product data submittals will be marked up and returned electronically. An electronic copy of approved submittals will be available upon request. Within 3 days of receipt of approved submittal, the Trade Contractor will submit one approved hard copy to the Construction Manager for record. Additional sets needed by the Consultant(s), Construction Manager, Sub-contractors, Suppliers, etc. will be determined at the Pre-Construction meeting and supplied by the Trade Contractor.

8.6 SUBMISSIONS - SAMPLES

8.6.1 Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices, and full range of color, texture, and pattern.

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.

8.6.3 A minimum of three (3) 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) One to be retained by the Construction Manager
d) 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 Trade Contractor(s) are responsible for the preparation and submission of the Operation and Maintenance Manuals. The University requires a minimum of four (4) bound copies and two (2) electronic copy (pdf format) of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager via the Construction Manager and approved for content by the Consultant by or before the time construction is 70% complete. Failure to submit acceptable O&M manuals prior to reaching 70% completion will result in rejection of subsequent Applications for Payment until this submittal requirement is satisfied.

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

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, Construction Manager, Trade Contractor, and Trade Contractor'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.

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8.7.2.3 Emergency instructions with phone numbers and names of contact persons on warranty items shall be uploaded to ECommunication®;

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

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

| | |
|---|---|
| Installation manuals | Instruction Manuals |
| Training manuals | Calibration manuals |
| Service Manual | Operation manuals |
| Parts list | Repair manuals |
| Reviewed Shop Drawings | Wire list |
| | Keying Bit List |

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

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

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

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

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

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

8.7.3 In addition to the above, and other provisions of the Contract notwithstanding, the University requires the following electronic submittals:

8.7.3.1 Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment in PDF format with each piece of equipment as a separate PDF file.

8.7.3.2 All test and/or certification reports.

8.7.3.3 Operation and maintenance data and materials for operating items other than mechanical and electrical equipment, where specified, in PDF format with each piece of equipment as a separate PDF file.

8.7.3.4 Complete equipment list for use with SAP software and building data for use with Whitestone maintenance software in electronic spreadsheet format. Data is to be provided in Uniformat format with the information being provided either in aggregate totals or in individual locations as noted in Attachment A – Uniformat Component List. Information is to be provided as follows (PPDMC will provide blank Excel spreadsheets in electronic form for use in compiling the information, if desired)

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

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

8.7.3.4.3 Required frequency of maintenance for the work tasks outlined in 8.7.3.4.2 above and included in the Attachment C spreadsheet.

8.7.3.4.4 Listing of maintenance parts and items: i.e. filters, lubricants, etc. for each work task listed in 8.7.3.4.2 above.

8.7.3.4.5 Whitestone building information data is to be supplied in total quantities for items listed as Aggregate Totals on Attachment A. The provided information is to be in an Excel spreadsheet listing the following information: - Uniformat Format Code, Component ID, Component Name, Unit of Measure, Quantity, and Installation Year. See Attachment D for an example spreadsheet.

8.7.4 The Construction Manager shall also provide the following:

8.7.4.1 Maintenance materials and spare parts required.

8.7.4.2 Replacement materials.

8.7.4.3 Special maintenance tools if required by manufacturer for proper maintenance, or if specified.

8.7.5 In the event the Trade Contractor via 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.

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The Trade Contractor(s), on a copy of the Contract Documents provided, shall submit one (1) electronic copy of As - Built set of drawings in PDF format and one (1) hard copy indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the Trade Contractor(s) as well as all Sub-contractors. The Trade Contractor shall provide a qualified representative to update the As - Built set of drawings as construction progresses.

8.8.2 The Trade Contractor(s) shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. Trade Contractor(s) shall provide standard 3 1/2" x 5" photographs <u>with negatives</u>, or digital images on CD (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These photos should be mounted in a bound album with labeling as to subject of photo, date, and Project. Such album is to be kept at job site with the 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 Trade Contractor(s) Record Set of Drawings shall be delivered to the Consultant via the Construction Manager at their completion so that the Consultant may make any changes on the original contract drawings.

**ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS**

9.1 The successful Trade Contractor(s) 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). No sets will be provided by the Construction Manager. The Trade Contractor(s) will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 The University will provide minimum of two (2) sets of the ‘Official Contract Documents’ to the successful Construction Manager. One set is to be for his office and the other set is for the jobsite.

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

**ARTICLE 10 PROGRESS MEETINGS**

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, CM's review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from Sub-contractors, shop drawings being reviewed, outstanding RFI's, outstanding RFQ's, new RFQ's, change orders pending approval, new business, As-Built updated, close-out documents status, defective work in place issues, review "pencil copy" of payment application, safety issues and new 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.
(5) Others requested to attend (as deemed necessary by CPMD).
(6) Physical Plant Division Representative
(7) Hospital Representative
(8) Medical Center 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 The schedule 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 from outside the construction site to the site such as chill water, steam, electrical, communications, and fire service). Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for such Work must be maintained and completed in the shortest reasonable time.

11.2 Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after 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 for all major elements of the remainder of the Work. Any necessary revisions to this Initial Milestone Schedule shall be completed prior to submittal of the Final Critical Path Baseline Schedule.

11.2.1 If 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 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 include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by unusual inclement weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

11.3.1 A separate schedule of submittal dates for Shop Drawings, product data, and samples shall be required. Such separate schedules shall show decision dates for selection of finishes and delivery dates for Owner furnished items, if any, and shall identify dates and durations for major utility outages requiring coordination with the Owner and the Owner's operations. Activities, including Outages, 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 the schedule only for compliance with the intent of the contract documents. Such review shall not relieve the Construction Manager of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the contract requirements. The Construction Manager shall be solely responsible for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships and for the means and methods to be employed to assure constructions proceeds in accordance with the submitted schedule.

11.5 Up-dated Progress Schedules shall be submitted to the Consultant and to the Owner with each Application for Payment to indicate progress of each activity to date of submittal and the projected completion of each activity. Schedules shall show accumulated percentage of completion of each item, and total percentage of Work completed, as of the 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 report corrective action taken, or proposed, and its effect. Schedules will be uploaded in ECommunication®'s File Director module.

11.6. Up-dated Progress Schedules shall be submitted to the Consultant and to the Owner with each Application for Payment. Submissions shall include at least one opaque reproduction and as well as a complete copy of the schedule in Primavera electronic file format along with a transmittal letter and related narrative report.

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

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

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

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

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

11.12 Collaborative Scheduling Process – The Construction Manager will utilize a collaborative scheduling approach to ensure the work plan developed includes input from foreman and supervisors of all the subcontractors working on each phase and key milestone. This has proven to greatly increase the reliability and predictability of the day-to-day work plan and therefore improves the smooth flow of the work. Trade Contractors must base their bids on the master schedule milestones included in the Contract Documents. The sequence of developing the job site team's schedule for the project will be:

11.12.1 The Construction Manager will help clarify the owner's definition of value and their urgency to open the new facility.

11.12.2 Trade Contractors and their subcontractors must assign and name key staff (Project Manager, Superintendent, Foreman) to join project team as soon as practical after award.

11.12.3 Trade Contractors and their subcontractors must review the Master Schedule with milestones and assist the Construction Manager in the development of a "Phase Schedule"

11.12.4 The Phase Schedules will be used to print six week look ahead schedules to plan ahead, review and eliminate road-blocks or constraints

11.12.5 Trade Contractors' and their subcontractors' superintendent, foreman and office contact ( Project Manager ) will be expected to attend regularly scheduled meetings approximately 3 hours each to assist in the development of each Phase Schedule with their peers from other subs in that phase.

11.12.6 Trade Contractors' and their subcontractors' superintendent and foreman will be expected to prepare a Weekly Work Plan (WWP) each week that shows specifically when your activities will be performed in the future week. The Weekly Work Plan is due each Wednesday at noon for the work to be done the next week. This weekly work plan will be the basis for the Construction Manager to facilitate and coordinate the work in our Thursday afternoon weekly subcontractor coordination meeting. A copy of the Weekly Work Plan form to be used is attached.

11.12.7 Trade Contractors' and their subcontractors' superintendent and foreman will be required to meet for a 15 minute standup meeting at the end of the day with their peers from other subs and the Construction Manager's Superintendent to discuss the days performance and new issues discovered. We will keep score of how reliable our team's planning is. If 10 items were planned for one week, and 8 were completed according to the plan, the reliability is 80 percent or the Percent Plan Complete (PPC) is 80 percent. We will work together to achieve 85% or higher PPC to ensure predictable, reliable, and therefore efficient use of your resources.

11.12.8 Trade Contractors' and their subcontractors' superintendent and foreman will be required attend regularly scheduled meetings (Kaizen workshops) to evaluate reasons for variance from the work plan in order to avoid repeat incidents and to learn and continually improve our performance.

**ARTICLE 12 WALK-THROUGH**

12.1 After the "Work Order" is issued but before Work by the Trade Contractor(s) 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, Trade Contractor(s) 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, the Trade Contractor(s) and the Consultant

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

**ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE**

13.1 The Owner will have full time personnel or representatives on this job. 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 and the design team. The cost of constructing this office will be in the appropriate bid packages. The office should be furnished with all required utilities, including HVAC.

Office rest rooms will be required to be constructed, the cost of each will be included in the appropriate bid packages.

13.2 RESIDENT INSPECTOR **(NOT REQUIRED)**

**ARTICLE 14 FIELD OFFICE**

14.1 A construction field office will be provided on level 12 of Pav A. The Construction Manager shall make his own provisions for field office furnishings and equipment for his own personnel and for incidental use by their Subcontractors.

14.2 Construction Manager is required to provide a field office for use by the Owner and 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.

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 **(NOT USED)**

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

**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's Trade Contractor(s) 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 Trade Contractor bid package, but not expended for the approved task during the course of the work of that Trade Contractor, shall be deducted from the Trade Contractor by Change Order and that amount shall be added to the Construction Contingency Fund described in Article 22.1 below. Similarly, any additional amounts necessary to pay for additional cost of an allowance in a Trade Contractor bid package shall be funded from the Construction Contingency Fund.

21.4 (NOT USED)

21.4.1 (NOT USED)

21.4.2 (NOT USED)

**ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS**

22.1 The Owner shall include an amount in the Project construction budget equal to one percent (1%) of the total cost of the construction, including the Construction Manager's fixed fee, as a Construction CM 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 Phasing and sequencing of work will be developed as a joint effort between the CM, the owner's project manager, and the hospital management.

23.2 All materials and equipment are to be brought into the project site from the approved staging location. All site logistics will 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's Trade 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 Trade Contractor shall be utilized to prevent pedestrian and vehicular traffic from crossing pathway of crane lift. Trade Contractor'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 This Article modifies Article 8 of the General Conditions. The Owner will provide water and electricity for this Project. The Trade Contractor(s) 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 or for welding. In the event that the

Trade Contractor(s) is wasteful with these utilities, the Owner shall charge the Construction Manager's Trade Contractor(s) accordingly.

25.1.6 Construction Manager and any Trade Contractor desiring service 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 General Contractor's contact with the University for requesting Utility Outages. The Owner's Project Manager will work with PPDMC as outlined below to facilitate the outage. The established standard within the University Departments and Divisions of a section of a building shall be a written request prior to the outage in the time frames noted below. The written request shall include the type of utility to be interrupted, when the outage is desired, reason for outage, length of outage, and what will be affected by the outage.

24.2.1.2.a. Minor outages require three working days advance notice. Major outages require a two week minimum notice. Giving such notice does not guarantee the outage will occur on the date requested. (HVAC, RO Water, Security, Pneumatic)

25.2.1.2.b. PPDMC has an Outage Coordinator who will research and record all the pertinent information necessary to schedule the outage. PPD employees, departments, operations, etc. will be notified by the Outage Coordinator about the pending outage.

25.2.1.2.c. The Outage Coordinator will document the work necessary to schedule, noting any difficulties that cannot be solved.

25.2.1.2.d. The Outage Coordinator will schedule the outage and notify contractor. If outage cannot be scheduled, they will notify appropriate parties.

25.2.1.2.e. The Outage Coordinator will make all notifications to affected personnel and will alert the proper staff so necessary preparations can be made within the affected areas.

25.2.1.2.f .When work has been completed, the Outage Coordinator, or his designate, will notify affected personnel that the system is back in service.

25.2.1.2.g . Contractors DO NOT have the authority to turn utilities off or on. This should only be done by the PPDMC Outage Coordinator.

The Medical Center's Physical Plant Division 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 26 CLEANING AND TRASH REMOVAL**

26.1 The Trade Contractor(s) 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, the Trade Contractor(s) shall thoroughly clean and re-sod grass areas damaged to match existing areas.

26.4 The Trade Contractor(s) 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.

26.5 Dumpsters will be provided and maintained by the Trade Contractor(s).

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

26.7 The Trade Contractor(s) 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 Trade Contractor(s) 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.

26.8 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 Trade Contractor’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 and Trade Contractor(s) 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, will pre-order certain long lead time items. The following is the list of material that will be pre-ordered:

1. Air Handling Units
2. Medical Equipment

30.2 All Pre-Ordered Material will be specified to be shipped to the **job site**. It will be the Trade Contractor's responsibility to receive and off load the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the Trade Contractor is to notify the Construction 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 Trade Contractor via the Construction Manager after removal by the Trade 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. Lights

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 Trade Contractor shall be delivered to Pav A 5th floor.

**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 Trade Contractor(s). 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 and Trade Contractor(s) to review with Consultant ways to provide ventilation for dust generated by demolition and fumes/vapors produced during installation of new materials.

32.2 Trade Contractor(s) via the Construction Manager are responsible for coordinating with the Owner's Project Manager any equipment to be turned off prior to erecting temporary enclosures.

32.3 Trade Contractor(s) 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 Trade Contractor(s) 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 Trade Contractor(s) 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 Trade Contractor(s) 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 AND FIRE TRUCK ACCESS**

34.1 Access to the Medical Center Loading Dock must be maintained during construction for local fire truck access to the fire alarm annunciator panels located adjacent to the loading dock. All Trades Contractors and the Construction Manager shall coordinate with the local fire department that would respond to an alarm during the initial start up of construction to ensure a complete understanding of their requirements.

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

35.1 Trade Contractor(s) shall protect all smoke detectors in Work areas to prevent false alarms. The Trade Contractor(s) 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 Trade Contractor(s) 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 Trade Contractor(s). 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 Trade Contractor(s) via 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. Trade Contractor(s) 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 Trade Contractor(s) are 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 Trade Contractor(s) 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 Trade Contractor(s) performing Work of marked lines and levels provided for their use in layout of Work.

36.2 Survey Procedures: The Trade Contractor(s) 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 Trade Contractor(s) 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 (NOT USED)

37.3 Construction Manager's and Trade Contractor'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.

**ARTICLE 39 FIELD CONSTRUCTED MOCK UPS**

39.1 Exterior Finishes

39.1.1 After sample selection but prior to ordering exterior finish materials, Trade Contractor 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.

a. 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 via the Construction Manager, 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 all Trade Contractors 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, Trade Contractors 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 (ECommunication® or other system at the Owner's discretion) providing collaboration between Owner, the Consultant and selected contractors.

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

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

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

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

40.2.5 The WPMS shall be utilized for the following functions, as a minimum: Posting of Project Notices, Correspondence logging, Messaging between team members, emails to contacts outside of the team, Meetings (agendas, minutes, scheduling, item tracking), Discussions, Document Management (Daily Reports, Drawing Log, File Director, Punch Lists, RFIs, Submittals, Transmittals, Change Items, RFQs, and Site Inspections), and Cost Management (Contracts, Budgets, Purchase Orders, Pay Apps (pencil review), CM Change Requests and Change Orders).

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

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

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

**ARTICLE 41 HOT WORK PERMITS**

41.1 All work involving open flames or producing heat and or sparks in occupied buildings on the University of Kentucky campus will require the Construction Manager to obtain approval to perform "Hot Work" on site. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, and 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 $100,000,000 will be required.

42.2.1.1 The limits of liability shall not be less than $5,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $2,000,000 for each person and each occurrence and $1,000,000 for 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. As an alternative, split limits of not less than $1,000,000 for bodily injury and $500,000 for property damage for each occurrence shall be maintained.

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of $100,000,000 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/Superintendant 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 LOADING DOCK (Not Used)**

**ARTICLE 45 CONSTRUCTION PATH**

See site and building logistics plan sketches in construction documents project manual.

**ARTICLE 46 HOSPITAL PROJECT PROCEDURE:**

46.1 This Project involves part of a fully functioning Hospital and teaching facility. During the construction of the new Work and all renovation, the Hospital is to remain fully functioning. No service offered by the Hospital will be allowed to be interrupted. This will require careful scheduling and consultation with the Owner and the Consultant. The Hospital will attempt to cooperate as much as possible but their need to provide full medical care will supersede any construction aspect.

46.2 The Construction Manager shall organize his Work so that the Work shall cause a minimum of interference and disturbance to the Owner. A major portion of the Work will occur over the Construction site of the new NICU. This will require anticipation and careful scheduling of any noisy work above the area, or access through the area.

46.3 Coordination shall occur between the Construction Manager and the Owner regarding access to areas outside of the immediate designated construction areas, including access to rooms adjacent horizontal, or vertical that the Construction Manager may need to access in order to run/connect utilities. Coordination for access shall be discussed in the monthly Progress Meetings as required by Article 10 of these Special Conditions. Construction Manager shall also provide to the Owner written notice, one week prior to the anticipated need for access. Approval for access to the adjacent areas must be received by the Construction Manager, prior to final scheduling of the Work. Failure to notify the Owner of the need for access will result in the stoppage of Work in the area for which access is required until approval is obtained. Any additional cost for such stoppage will be the Construction Manager's responsibility.

46.4 No live electrical wiring, including temporary lighting, may be left exposed in areas of public or staff access.

46.5 In no instance may a corridor be blocked or its clear width reduced to less than 4'0".

46.6 "NOISY WORK": Areas to receive noisy Work above and/or Work below existing Hospital Areas and at all adjacent areas to the Plan East, West and South walls. The Construction Manager shall utilize tools or equipment of low velocity or drilling to limit the noise generated from Work which will be disruptive to patients. Any hammer drilling and impact type tools/equipment which are to be utilized in the Work by the Construction Manager shall be strictly limited. Falling materials that damage ceilings, walls, pipes, and equipment shall become the Construction Manager's responsibility to repair and/or replace at no cost to the Owner.

46.7 The Construction Manager is hereby advised that any noisy Work which is disruptive will be required to stop upon notice from Owner's Project Manager. Construction Manager will be notified by Owner's Project Manager when noisy Work can resume. Construction Manager shall notify Owner's Project Manager 48 hours prior to the start of any noisy Work.

- Noisy work shall be performed after 6:00 p.m. and before 7:00 a.m.
- Perimeter wall construction around the Work Area shall be erected after 6:00 p.m. and before 7:00 a.m.
- All bulky materials shall be delivered after 6:00 p.m. and before 7:00 a.m.

**ARTICLE 47 WORKING HOURS/ACCESS: FOR MEDICAL CENTER/HOSPITAL**

47.1 Normal Work hours are defined as a period between 7:00 a.m. to 5:00 p.m., Monday through Friday. Construction Manager shall notify Owner's Project Manager one working day prior to performance of any Work for permission to do any Work during non-normal Work hours.

**ARTICLE 48 SECURITY BADGES AND MEDICAL CENTER SECURITY**

48.1 Security badges will be required for all construction personnel at Trade Contractor's cost of $22.00 each (current cost) from Hospital Security located in Pavilion A room A.00.807. Each badge will contain a picture, name and firm name. A UKHC identification badge must be work on the upper torso at all times when working on UKHC property. No pins or labels shall be attached.

If you report to work without your badge, you must proceed to the Security Office in Pavilion A room A.00.807 to purchase a temporary badge. If your badge is lost or stolen, report it to Security, 859-323-6946, immediately. The contractor or employee must pay for all badges. Cash, Check, or Credit Card is accepted for payment. New badges are $22.00 and must be renewed annually with $22.00 annual renewal fee.

48.2 The Construction Manager and Trade Contractors are responsible for the security of their own materials, tools, and equipment on the project site. The Owner is not responsible for theft or vandalism to any such materials, tools, or equipment. The Construction Manager shall coordinate with Medical Center Security prior to entering spaces other than Contraction Limits.

48.3 This Construction Manager shall assist in providing workers schedule to Medical Center Security personnel when it is evident his workmen will have access to unsecured areas within the building after normal work hours.

48.4 The Trade Contractors and Construction Manager shall secure the Project Limits for safety of building users working in adjacent spaces.

48.5 Any Trade Contractor having a field office or job trailer shall provide a key to the Construction Manager and Owner's Project Manager, only to be used in the case of fire or security emergency.

48.6 The Owner will provide construction cores for keying during the life of the project and permanent cores at conclusion of construction. Hardware supplier to coordinate with University Key Shop.

48.7 Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

48.8 Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

**ARTICLE 49 CEILING CLEARANCE**

49.1 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 also.

49.2 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 50 METAL ANCHORS**

50.1 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 51 – HOSPITAL CONSTRUCTION CERTIFICATION**

51.1 This Project involves working in a fully functioning Hospital. Individuals responsible for the work occurring on the site should be thoroughly familiar with the hazards and procedures associated with construction in the healthcare environment.

51.2 All superintendents and foremen for the Construction Manager and the Mechanical and Electrical Trade Contractor(s) shall be required to hold at least one of the certifications listed below from the associated organizations prior to working in the UK Albert B. Chandler Hospital or UK Good Samaritan Hospital. Any other trade contractor with more than four (4) individuals working on the site at one time may be required to have one (1) individual who holds at least one of the certifications listed below form the associated organizations prior to working the UK Albert B. Changer Hospital or UK Good Samaritan Hospital.

- Healthcare Construction Certificate
- American Society for Healthcare Engineers
- Certified Healthcare Contractor
- Kentucky Society of Healthcare Engineers

51.3 Should the required certifications not be in effect at the date of the work order, the University project manager may, at his or her discretion, grant a grace period for the required training.

**ARTICLE 52 – APPEARANCE**

52.1 All contracted vendors performing work for The University of Kentucky HealthCare facilities must dress in a professional manner. A company uniform is preferred; however, if one is not provided, dress shall include work pants and a work shirt. All hats must either have the company logo or be a solid color with no logo. Casual sportswear such as blue jeans, shorts, sweat suits, t-shirts, or tank tops are not approved apparel. Clothing must be clean, and without rips or tears. The attire is intended to portray the image of well groomed, professional individuals.

Failure to comply can lead to the vendor being asked to leave the premises until the issues have been resolved.

**ARTICLE 53 - HIPAA (The Health Insurance Portability and Accountably Act)**

53.1 While working on the University of Kentucky Medical Center you will encounter patients or research and must follow the HIPPA guidelines. We must protect the well-being of patients, families and visitors as well as any and all research projects that are vital to the University. You shall respect the privacy of our patients, their families and any research that you may encounter while on campus.

For a complete understanding of the HIPAA Rules & Regulations please visit:
http://www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.

**ARTICLE 54 – SAFETY & FIRE PROCEDURES**

54.1 Paging Codes

The UK HealthCare facilities use specific codes to alert staff about hazards or potential hazards in the area, and to call designated staff to action. These codes are designed to communicate information to those that need it without unduly alarming patients and visitors. All persons working in the facility are to take the appropriate action should a code be announced. Designated staff members have assigned roles in response to these codes. You may be asked to stop work and secure your area in response to any of these codes.

A list of pertinent codes are outlined below:

- Code Black: Bomb/Bomb Threat

• Code Blue: Medical Emergency (adult or pediatric)
• Code Pink: Infant or Child abduction
• Code Red: Fire
• Code Silver: Active Shooter
• Code Yellow: Disaster plan activation (internal or external)
• Assistance please (location): Uncontrolled individual

54.2 Fire Procedures

54.2.a. Fire Notification

UK HealthCare has a fire prevention program to protect patients, visitors, and staff from the dangers of fire. As a part of your orientation to this facility, please locate the fire alarms, extinguishers, and evacuation routes within or adjacent to the project site.

If fire, smoke, or excessive heat is detected within the UK HealthCare facilities, the fire notification system is activated. You will hear chimes over the paging system, followed by "code red" and the location of the alarm. In addition, the alarm system is activated periodically for fire drills and system testing.

When an alarm is activated, smoke and fire doors throughout the building will close. Staff will close doors to patient rooms, clear corridors, and implement other response procedures.

In all UK HealthCare facility buildings with exception of the Hospitals you must evacuate immediately when the fire alarm sounds. In the Hospitals, you will be able to remain in the project site throughout the response. Please listen carefully to the overhead paging announcements for instructions that might affect you. If an order is given to evacuate, please secure the project site and exit the building.

54.2.b. Your Role in Fire Response

As a Contractor, you have a role in fire response.
If you discover a fire in your area:

**R**escue anyone in immediate danger, if possible.
**A**ctivate the nearest fire alarm and call 911.
**C**ontain, close doors that line the corridor.
**E**xtinguish, if possible, and evacuate, if necessary.

54.2.c. Building Life Safety Features

UK HealthCare facilities are constructed with many life safety features to protect building occupants from fire. You must know the location of the following:

Fire Alarms
Fire Extinguishers
Emergency Exits
Evacuation Routes
Medical Gas Valves for the area in which you are working. Contractors/vendors are NEVER to close medical gas valves

If any life safety system must be taken out of service, you must coordinate the outage with the PPD Project Manager and the PPD Outage Coordinator prior to beginning work. You must put in place a temporary but equivalent system approved by the Campus Fire Marshall.
The UK HealthCare Medical Facilities are composed of smoke and fire compartments designed to contain the hazard should a fire break out. <u>If a rated fire, smoke, or corridor wall is penetrated, you must patch the wall using a UL listed firestop assembly the day that the penetration is made.</u>

**ARTICLE 55 - Interim Life Safety Measures (ILSM)**

The University of Kentucky has established an Interim Life Safety Program (ILSM) to manage safety hazards that could be created by construction, renovation, internal disaster, or other alteration to UK HealthCare buildings or grounds.

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A review will be done for every project and will be implemented when a life safety code deficiency or other hazard places building occupants at significant risk. When life safety systems are impaired, the Hospital Safety Officer, Contractor, or designee, will use established criteria to evaluate the risk and to implement appropriate ILSM to compensate for these deficiencies.
When construction or renovation poses other significant safety hazards, the safety officer and contractor or designee will implement other safety measures appropriate to the situation.

Planning for Interim Life Safety Measures

The Hospital Environment of Care Committee has approved criteria to be used to help determine appropriate ISLM to implement when a life safety code deficiency is identified.

The Hospital Safety Officer, or designee, will participate in or review documentation from project development, pre-construction, and construction progress meetings to ensure that safety issues and concerns are identified and addressed proactively, whenever possible.

UK project manager will notify the Hospital Safety Officer prior to the start of any construction or renovation project and prior to the start of a new project phase. The Key project participants will identify safety issues, concerns, and methods of maintaining a safe work environment.

The Safety Officer and UK staff will regularly inspect all construction sites. The Safety Surveillance Team will conduct regular building inspections to identify risks and hazards.

Criteria for Implementation of Interim Life Safety Measures (ILSM) at the University of Kentucky HealthCare Facilities.

In general, the Safety Officer or designee will use the criteria below to determine appropriate interim life safety measures. In all cases, additional measures may be taken, if warranted, to protect the building's occupants.

When the integrity of an exit access, exit, or discharge area is altered or compromised:

- Ensure free and unobstructed exit
- Ensure escape route for construction workers
- Provide additional training for UK staff and signage when alternative exits are designated
- Increase debris removal schedule to reduce building's flammable and combustible load to lowest feasible level
- Conduct at least two fire drills per shift per quarter
- When the integrity of a building's defend-in-place compartments/features (fire barriers, smoke barriers, floor slabs, corridor wells) are significantly compromised
- Ensure that construction partitions are smoke-tight and built of noncombustible or limited combustible materials

When a building's fire alarm, detection, and/or suppression systems are impaired:

- Implement temporary but equivalent, fire alarm, detection, or suppression systems
- Inspect and test temporary systems monthly
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible materials
- Provide additional fire-fighting equipment & train staff to use

When temporary sources of ignition (cutting, welding, plumber's torch) are involved:

- Initial contractor will provide hot work permit and follow its guidelines
- Ensure free and unobstructed exits
- Ensure fire alarm, detection, and suppression systems are in working order
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Decrease combustible load to lowest feasible level

When large quantities of combustibles or debris are present or involved:

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- Increase debris removal schedule
- Provide additional fire-fighting equipment (a fire extinguisher every 50 feet) and train staff to use
- Ensure that construction partitions are smoke tight and built of noncombustible or limited combustible material

Infection Control

When an employee is working in any patient care area or on any patient care equipment, he/she must follow the standard precautions outlined below:

- Wear gloves when there is a possibility that you will touch anybody substances or equipment contaminated by body substances (blood, urine, feces, wound drainage, oral secretions, sputum, and vomitus.)
- Wear a fluid resistant gown, masks and/or goggles when there is any possibility that your eyes, mucous membranes or clothing will be splashed or sprayed by body substances or exposure to contaminated equipment.
- During construction/renovation projects or in situations when plumbing is inadvertently interrupted, it is recommended that personnel wear appropriate personal protective equipment. Traffic must be restricted from this area.
- Discard all personal protective clothing in accordance with standard precautions.
- Wash hands thoroughly with antibacterial soap immediately following work.
- Eating, drinking and smoking are restricted to designated areas.

Infection Control Policy for construction at the University of Kentucky Healthcare Facilities

It is the policy of the University of Kentucky HealthCare to prevent illness in patients related to construction dust and airborne fungi. This document spells out requirements that contractors with University of Kentucky Chandler and Good Samaritan Hospital and in-house workers should follow in order to minimize risks of construction to our patients.
Classification of Jobs:

Class I: These projects do not generate appreciable dust or airborne particulate matter. Examples include minor plumbing, electrical, carpentry and duct work; some aesthetic improvements; installation of phones, computers, gas and TV hook-up lines in existing conduits, etc.

Class II: These projects generate dust or other airborne particulate matter and hence require barrier precautions. Examples include construction of new walls; construction of new rooms; major utility changes; major equipment installation; demolition of wallboard; plaster, ceramic tile, ceiling and floor tile removal; removal of windows; removal of casework, etc. Routine maintenance where dust is produced in patient care areas is included. These projects must follow construction standards for the hospital.

Sequence of Events:

UK project manager will work with the Infection Control Department to determine if the project is Class I or Class II based on an ICRA (Infection Control Risk Assessment) evaluation completed by the Infection Control Department.
The project manager should invite a representative of Infection Control to the initial design meeting for the project (and other meetings as appropriate).
The ICRA will be posted on the job site and must be adhered to throughout the project unless otherwise determined by the Infection Control Representative.

Ventilation System

- All ventilation systems to operating rooms, recovery rooms, delivery rooms, newborn nurseries and special care units will have a HEPA filtered clean air supply. These systems will be maintained and serviced according to the established preventive maintenance programs to assure clean air supply.

- Patient rooms which house patients with air-borne infections (requiring negative pressure) will be inspected according to the preventive maintenance program to prevent the spread of potential air-borne pathogens.

- Personnel performing routine maintenance or repairing ventilation systems of negative pressure should wear a NIOSH approved respirator.

- Personnel entering rooms housing known or suspected TB patients are required to wear a properly fitted NIOSH approved respirator.

Aspergillums

Aspergillums are a microbial contaminant which can cause serious complications for patients who are susceptible or in a high risk category. Most nosocomial airborne mold infections are caused by aspergillums; species. This species is widely distributed in our natural environment and can grow on almost anything. When ceilings or walls are disturbed, or activity associated with normal renovations or maintenance, it results in airborne disbursements of particulate matter (dust), which may carry aspergillums spores and infect patients.

UK and its contractors will make every effort to minimize the release of aspergillums in high risk areas. Renovation in or adjacent to high risk areas will be controlled through proper separation and HEPA air flow filtering to reduce the potential dangers to patients. The method used to control dust control must be reviewed by and approved by the Infection Control Department. High risk areas are defined as follows:

Any area a patient with an immune compromised system will be put in additional harm's way by your service or act of service.

No major construction shall occur in the Transplant Clinic without involvement of the Transplant Department Director. The area must be vacated of patients before any such work can occur.

Procedure:

- Before construction begins contact Infection Control at 859-323-4609.
- Proceed cautiously when removing or installing ceiling tiles in the high risk areas.
- On major construction/renovation, air tight partitions shall separate the renovation site from other space occupied by patients. The barrier shall be tested for tightness. Ventilation leading from the area being renovated should be blocked at its point of exit from the room.
- HEPA filtration of air will be required
- Whenever possible, create a negative air flow on the construction/renovation site.
- Keep the work area as clean and dust free as possible.
- Ensure that infection control measures are in effect.
- Use sticky mats outside of barrier.

Infection Control Oversight

- Infection Control must inspect work site before demolition/construction begins.
- Infection Control will make periodic visits to work site to ensure compliance ICRA standards.
- Contractors will receive information and education about Infection Control Standards at the preconstruction meeting

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**ARTICLE 8.7.3 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 |

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| | |
|---|---|
| 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 |
| | |

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## ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

| | |
|---|---|
| Uniformat | |
| Component ID | |
| Component Name | |
| Description | |
| Name | |
| Equipment No. | PPDMC will enter this data |
| Model No. | |
| Room Location | |
| Functional Location | PPDMC will enter this data |
| Manufacturer | |
| Supplier | |
| Installing Contractor | |
| Serial No. | |
| Main Work Center | PPDMC will enter this data |
| Comments(30 char's) | PPDMC will enter this data |
| Critical | PPDMC will enter this data |
| JCAH Code | PPDMC will enter this data |
| Patient Room? | PPDMC will enter this data |
| Vendor ID | PPDMC will enter this data |
| Vendor Type | PPDMC will enter this data |
| Vendor - Other Info | PPDMC will enter this data |
| Equipment Life | PPDMC will enter this data |
| Area Serviced | |
| Contains Lead? | |
| Contains Asbestos? | |
| Contains PCBs? | |
| Motor Frame | |
| Motor Style | |
| Motor HP | |
| Motor Phase | |
| Motor Volts | |
| Motor RPM | |
| Fan CFM | |
| Fan RPM | |
| Fan Static | |
| Fan Type | |
| Fan RPM 2 | |
| Pump Head | |

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| | |
|---|---|
| Pump Inlet | |
| Pump GPM | |
| Pump Outlet | |
| Motor Oper Amps | |
| Condition | PPDMC 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 PPDMC.

**SAMPLE AGREEMENT**

**This Agreement**, made as of the **SDS** day of **SDS** in the year **SDS** by and between CONTRACTOR and **SDS** **(See Subcontract Data Sheet for this Item and all other Items marked SDS)** (hereinafter called the Subcontractor).

**Witnesseth**, that the Subcontractor and Contractor agree as follows:

**Description of Work**

**ARTICLE I**. The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for **SDS** (Hereinafter called the Work) for and at the **SDS** (Hereinafter called the Project), located on premises at **SDS** (Hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by **SDS** (Hereinafter called the Architect) and with the terms and provisions of the General Contract (hereinafter called the General Contract) between Contractor and **SDS** (Hereinafter called the Owner) dated **SDS** and in strict accordance with the Additional Provisions, page(s) **SDS** annexed hereto and made a part hereof.

**Plans & Specifications**

**ARTICLE II**. The Plans, Specifications, General Conditions, Special Conditions, Addenda and General Contract hereinabove mentioned, are available for examination by the Subcontractor at all reasonable times at the office of Contractor; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, or of the Owner, or of any of their respective officers, agents, servants, or employees.

**Contract Documents**

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that Contractor shall have the same rights and remedies as against the Subcontractor as the Owner under the terms and provisions of the General Contract and the other Contract Documents has against Contractor with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

This Subcontract Agreement, the provisions of the General Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

Contractor hereby advises, and the Subcontractor hereby acknowledges, that Contractor in administering this subcontract will be utilizing an information systems infrastructure to process, deliver, and share and/or, at times, to apply electronic signatures to execute certain project documentation through electronic means. As part of the implementation of this infrastructure, the Subcontractor will be given individual, secure log on codes to access the Contractor systems presenting this electronic information. The Subcontractor hereby agrees that such electronic access and the ability of the subcontractor to print out such electronic documents will be in lieu of requiring the delivery of the contents of such electronic documents on printed or paper based media directly to Subcontractor by Contractor or through means of outside third-party services. Delivery of such electronic documents to Subcontractor will be deemed to have occurred when access to the document is made available to Subcontractor in the infrastructure.

At times, Contractor may, through this electronic infrastructure system, initiate Subcontract Change Order documents that will require that the Subcontractor review and approve or reject each such document applying its electronic signature to the approved document on the Contractor software and thereafter, Contractor will apply the electronic signature of its authorized personnel to execute the approved document and electronically deliver the fully executed document to the Subcontractor. The Subcontractor agrees and acknowledges that granting its on-line approval and electronically executing a Subcontract Change Order also affixes the Subcontractor's electronic signature to such document and in so doing it is agreeing that each such document, when electronically countersigned by Contractor, are valid and authentic and enforceable obligations of both parties and to honor and be bound by such documents as if they had been prepared on hard copy and contained the manually applied autograph signatures of the Subcontractor's and Contractor's authorized personnel. Subcontractor hereby agrees to establish, continuously use and maintain a robust and effective Security System/ID and Passwords to protect its identity when addressing and/or signing any electronic contract related documentation issued or exchanged pursuant to this Article.

Optionally, Contractor may use paper documents, where the Subcontractor reviews the proposed paper document and, if it approves, it manually affixes its autograph signature to the paper document and physically returns the signed paper document to Contractor who completes the execution by applying either its autograph or electronic signature to the Subcontract Change Order and a copy of the executed Subcontract Change Order showing the presence of both signatures is physically delivered to the Subcontractor and such Subcontract Change Order shall likewise be deemed by both parties to be valid and authentic and enforceable obligations of both parties.

Contractor may from time to time issue policies or directives applicable to electronic communications, electronic infrastructure and electronic data and Subcontractor shall comply with such policies and directives whether issued as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

**Time of Performance & Completion**

**ARTICLE III**. The Subcontractor shall commence the Work when notified to do so by Contractor and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project, and in such a manner as necessary or requested by Contractor from time to time to ensure that Contractor satisfies its obligations in a timely manner under the General Contract.

**Planning & Scheduling**

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Contractor's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto. Subcontractor shall abide by all requirements of the General Contract relating to the submission of schedule and other information related to the performance of Subcontractor's Work not less than 14 days prior to the time when Contractor is required to provide such materials to Owner under the General Contract, except where Contractor directs otherwise. Subcontractor shall, at no additional cost, provide updates, additional or further detailed schedules and other information as frequently and in whatever form Contractor may request, including but not limited to (1) manpower and cost loaded schedules; (2) information related to its operations as a whole, including but not limited to identifying lower tier subcontractors and suppliers and the status of payments to such subcontractors and suppliers; (3) unions and related benefit funds associated with labor used in the performance of the Work; (4) credit sources and banks providing financing or loans in connection with the performance of the Work or Subcontractor's operations as a whole and any covenants and requirements imposed upon Subcontractor in connection therewith and the status of Subcontractor's compliance with such covenants and requirements; and (5) the status of orders, fabrication and delivery of materials and arrangements for the provision of labor. The foregoing information shall include names and contact information, and Subcontractor acknowledges and agrees that Contractor may contact any persons or entities as it deems necessary to verify or obtain such information.

Subcontractor shall establish and maintain a reasonable accounting system by which records are kept that enable Contractor to readily identify all of Subcontractor's expenses, costs, payments (including to its workers, subcontractors and suppliers, unions, and benefit funds), obligations, budgets, and other financial information related to the Work or this Subcontract. Such records shall include, but not be limited to, all accounting records, written policies and procedures, subcontract files for all tiers, payment vouchers, ledgers, cancelled checks, contract amendments, change order information, insurance documents, and other similar information. Contractor shall have the right to audit, examine, and make copies of all such records (whether written, electronic or another format) as Contractor may determine, and Subcontractor shall facilitate and cooperate with Contractors efforts in this regard. Subcontractor shall impose similar obligations on its subcontractors and vendors to ensure that comparable records kept and Contractor has the right to audit, examine and copy those records.

**Delays by Subcontractor**

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Contractor including legal fees and disbursements incurred by Contractor (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the Owner or any damages or additional costs or expenses for which Contractor or the Owner may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Contractor and the Owner for and indemnify them against all such costs, expenses, damages and liability.

**Overtime**

If the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, Contractor shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

Contractor, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents and the direction to work overtime was not due in whole or in part to any fault or failure of Subcontractor, Contractor will pay the Subcontractor only for such actual additional wages paid, if any, at rates which have been approved by Contractor plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this Agreement. Subcontractor acknowledges that in the event that it may intend to pursue a claim of inefficiency, loss of productivity or other similar or related request for additional compensation, Subcontractor may rely only on evidence indicating the actual inefficiency, loss of productivity or other similar consequence as it occurred on the Project and agrees that no reports, analyses, data, industry or academic studies or any other evidence that do not exclusively rely on and pertain to the Work performed at the Project shall be used or in any way considered, in whole or in part, in connection with the resolution of such a claim, whether by Contractor or any forum for dispute resolution.

**Price**

**ARTICLE IV.** The sum to be paid by Contractor, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be **SDS** (Hereinafter called the Price) subject to additions and deductions as herein provided.

The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Contractor or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price.

**Progress Payments**

On or before the last day of each month the Subcontractor shall submit to Contractor, in the form required by Contractor, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of **SDS**; all previous payments; all amounts and claims against Subcontractor, by Contractor or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Contractor and the Architect and for which payment has been received by Contractor from the Owner, shall be due and paid to the Subcontractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents. Contractor shall have the right, at its sole discretion, to issue payments to Subcontractor by way of joint checks to Subcontractor and suppliers and/or vendors of Subcontractor, and Subcontractor agrees to cooperate fully in facilitating the making of such joint payments.

**Payments in General**

The obligation of Contractor to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is subject to the express condition precedent of payment therefor by the Owner. ***In making payments to Subcontractor, Contractor will act as the agent of the Owner and not the Subcontractor, thereby acting as a conduit of such payments from the Owner to the Subcontractor. Given that Subcontractor is to be paid exclusively out of dollars paid by the Owner and only if such payment is made by Owner, Subcontractor understands and accepts the risk of non-payment by the Owner.*** If Contractor has provided payment or performance bonds or a combination payment and performance bond, the obligation of Contractor and its Surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefor by the Owner.

The Subcontractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions.

Contractor reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by Contractor, it shall furnish such information, evidence and substantiation as Contractor may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

**Final Payment**

Final payment to the Subcontractor shall be made only with funds received by Contractor from the Owner, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to Contractor by the Owner shall be an express condition precedent that must occur before Contractor shall be obligated to make final payment to the Subcontractor. In addition, final payment by Contractor to the Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by Contractor and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) execution and delivery by the Subcontractor, in a form satisfactory to Contractor of a general release running to and in favor of Contractor and the Owner; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor, arising out of or related to the Subcontract, including those as between Contractor and Subcontractor as well as those between Subcontractor and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the Subcontractor shall pay, refund or deliver to Contractor (1) all monies that Contractor and/or the Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as Contractor or Owner shall, in their sole discretion, determine to be an amount sufficient to protect Contractor and Owner therefrom (in lieu of payment of such amounts, Subcontractor may, at Owner's and Contractor's sole discretion, deliver a bond satisfactory to Contractor and Owner). Such refund and payment shall be made within ten (10) days of request by Contractor to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

**Liens by Others**

If any claim or lien is made or filed with or against Contractor, the Owner, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if any such claim or lien is filed or presented, or if Contractor, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Contractor or the Owner might become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, Contractor shall have the right (A) to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate Contractor and the Owner for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith ; and (B) to demand that Subcontractor provide, within ten (10) days of Contractor's request therefore, proof to the satisfaction of Contractor and Owner that such non-payment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of Subcontractor to fulfill the requirements of a demand issued by Contractor pursuant to subsection (B) above, Contractor may, in such manner as Contractor may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and Subcontractor shall within ten (10) days of demand therefore, be liable for and pay to Contractor all amounts (including legal fees and disbursements) incurred or suffered by Contractor or Owner arising out of or related thereto. Contractor shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. Subcontractor further agrees to indemnify, hold harmless and defend Contractor and Owner, upon demand, for any and all such claims, liens, and the costs, expenses (including legal fees and disbursements), damages and liabilities arising out of or related thereto. Subcontractor acknowledges (1) that discharge of such liens or claims by bond imposes liability upon a surety and Contractor, and (2) that Contractor is not required to discharge such lien or claims by bond when exercising its rights hereunder. Subcontractor agrees that should there be any amounts due or which may become due to Subcontractor in connection with any other subcontracts between Contractor and Subcontractor or other obligations that Contractor may have to Subcontractor, Contractor shall be entitled to withhold payment under such other subcontract or obligations to the extent that Contractor believes that the unpaid balance of this Subcontract may not be adequate to satisfy Subcontractor's obligations to Contractor hereunder.

**Effect of Payment**

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof. The failure of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall constitute a default, entitling Contractor to take action as described in Article XI.

Subcontractor acknowledges and agrees that to the extent that payments received by Subcontractor include amounts for Work performed by subcontractors to Subcontractor or services or materials provided to Subcontractor by suppliers, vendors, workers employed by or through Subcontractor, all such payments received by Subcontractor shall be deemed to have been received by Subcontractor as trustee with those entitled to receive payment from Subcontractor as beneficiaries of such amounts, and Subcontractor shall hold such funds separately and utilize such amounts only for the purpose of making payment to these beneficiaries. In the event that Subcontractor subsequently determines that a beneficiary is not entitled to receipt of payment, Subcontractor shall return such unpaid funds to Contractor.

**Extension of Time & Delays**

**ARTICLE V.** Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Contractor or of anyone employed by Contractor or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no way chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to Contractor's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the limited extent that Contractor has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Contractor, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

It shall be an express condition precedent to any obligation on the part of Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

**Freight Charges & Shipments**

**ARTICLE VI.** The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of Contractor. Contractor is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse Contractor for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

**Dimensions**

**ARTICLE VII.** Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

**Shop Drawings**

The Subcontractor shall prepare and submit to Contractor such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by Contractor and/or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Subcontractor's submission of a shop drawing to Contractor shall constitute the Subcontractor's representation, upon which Contractor may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by Contractor shall not constitute an undertaking by Contractor to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

**Contiguous Work**

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to Contractor in writing and allow Contractor a reasonable time to have such improper conditions and defects remedied. Should Subcontractor fail to comply with the requirements of this Article, Subcontractor shall bear all costs incurred by Contractor, Owner and other subcontractors, and shall not be entitled to extensions of time and adjustments in Price, that could have been avoided by Subcontractor's compliance with the requirements of this Article.

**Interpretation of Plans & Specifications**

**ARTICLE VIII.** The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect and Contractor. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. Contractor will furnish to the Subcontractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same.

The Subcontractor shall not make any changes, additions and/or omissions in the Work except upon written order of Contractor as provided in Article IX hereof.

**Change Orders, Additions & Deductions**

**ARTICLE IX.** Contractor reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof Contractor may elect:

(a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.

(b) By adding (1) the actual net cost to the Subcontractor of labor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by Contractor less all savings, discounts, rebates and credits, (3) an allowance of **SDS** for overhead on items (1) and (2) above, and (4) an allowance of **SDS** for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of Contractor from which order the stated value of the work shall be omitted, and the determination of the value of the work, if not resolved in the normal course, shall be addressed pursuant to the dispute resolution procedures in accordance with Article XIX.

In the case of omitted work Contractor shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in Contractor's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by Contractor shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Subcontractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Subcontractor and Subcontractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if Subcontractor fails to inform Surety of same and Contractor shall not be required to obtain consent of the Surety to such modifications.

Subcontractor shall provide Contractor with written notice of any circumstance or direction given by Contractor which Subcontractor may regard as a change, addition and/or omission or which may otherwise serve as the basis for a request for an increase in Price or extension of time within 5 days of the receipt of the direction or the occurrence of the event giving rise to such a request. Such written notice shall provide a full explanation of the circumstances or direction and the extent of the increase and extension sought, including a detailed breakdown and analysis supporting such request. Failure of the Subcontractor to provide such written notice shall constitute a waiver of Subcontractor's right to any such increase or extension.

Subcontractor acknowledges that the General Contract may include provisions whereby Contractor is required to provide notice, information, reports and analyses in the event that Contractor intends to pursues or which may affect Contractor's right's to an extension of time or increase in Contractor's price to the Owner, whether by way of change order or otherwise, and that the failure to provide such notice, information, reports and analyses may result in a waiver or forfeiture of the right to such an extension or increase. Accordingly, Subcontractor agrees that Subcontractor shall provide all such notices, information, reports and analyses to Contractor, in the same form, content and manner as Contractor is required to provide to Owner under the General Contract in the event that Subcontractor intends to pursue an extension of time or increase in Price. Subcontractor shall provide all such notices, information, reports and analyses to Contractor not later than 3 business days prior to the time by which Contractor must submit corresponding notice, information, reports and analyses to Owner so that Contractor can pursue like extensions and /or increases in Contractor's price from the Owner. Subcontractor acknowledges that its failure to comply with the terms of this paragraph may result in the loss of or prejudice to Contractor's ability to receive adjustments and extensions time from Owner. Subcontractor therefore agrees that it shall be deemed to have waived and forfeited all such rights in the event that it fails to provide notice, information, reports and analyses to Contractor as required by this Article. The terms and provisions of the paragraph are neither intended to relieve Subcontractor of the obligation to provide timely notices, information, reports and analyses, nor to extend shorter durations, required by the Contract Documents.

Notwithstanding the forgoing, the Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation, damages or extensions of time attributable to any changes, additions and/or omissions directed by Contractor except to the limited extent that Contractor has actually recovered corresponding cost reimbursement, compensation, damages or extensions of time from the Owner under the Contract Documents for such changes, additions and/or omissions and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. The preceding sentence shall not apply in a situation in which Contractor directed the performance of changes, additions and/or omissions by Subcontractor notwithstanding express language in the General Contract clearly indicating that Contractor is not entitled to recover a corresponding cost reimbursement, compensation, damages or extensions of time from the Owner.

**ARTICLE X.** The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by Contractor, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, Contractor, Owner or any of its design consultants shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

**Inspection & Defective Work**

**Failure to Prosecute, etc.**

**ARTICLE XI.** Should the Subcontractor at any time, whether before or after final payment or completion of the Work, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of Contractor or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect, Contractor, Owner or any of its design consultants, determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the

Subcontractor's part, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, at one time or in phases at Contractor's discretion, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for all or any portion of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, (b) to terminate the employment of the Subcontractor for all or any portion of the Work, and/or (c) enter upon the premises and take possession, for the purpose of completing all or any portion of the Work,, of all materials, equipment, scaffolds, tools, appliances and other items thereon as Contractor may select, all of which the Subcontractor hereby authorizes Contractor to employ and/or communicate with any person or persons in connection with the completion of the Work and/or to provide all the labor, services, materials, equipment and other items required therefor. In case of Contractor taking action under this Article, including termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Contractor, Owner and the Architect and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by Contractor in completing the Work, such excess shall be paid by Contractor to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of Contractor and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should Contractor take action by effectuating the provisions of this paragraph, and should it subsequently be determined that such action, including a termination effectuated by the terms of this Article, was improper, such termination shall be treated as a termination for convenience pursuant to Article XXI below. Subcontractor hereby transfers and assigns to Contractor the all rights under agreements that Subcontractor may have with subcontractors to Subcontractor, suppliers and vendors in connection with the Work or the Project, which transfers and assignments may be accepted at Contractor's sole discretion in the event that Contractor has taken action under this Article. Subcontractor agrees to fully cooperate with Contractor in pursuing Contractor's rights hereunder and that Contractor shall not be required to defer or delay action taken pursuant to this Article during the pendency of any review, investigation, evaluation or assessment by Subcontractor or its surety.

It is recognized that if the Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to request of Subcontractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Contractor, in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, Contractor shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Subcontractor rejects this Agreement or if there has been a default and the Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Subcontractor, in addition to any other rights available to Contractor hereunder, agrees to indemnify, hold harmless and defend Contractor from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Agreement.

**Loss or Damage to Work**

**ARTICLE XII.** Contractor shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by Contractor and the Architect, nor shall Contractor be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused.

**Builder's Risk Insurance**

Contractor or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work.

A loss insured under Contractor or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the Contractor or the Owner as fiduciary and made payable to Contractor or the Owner as fiduciary for the Insureds, as their interests may appear. Contractor or the Owner shall pay Subcontractors their just shares of insurance proceeds received by Contractor or the Owner, and by appropriate agreements, written where legally required for validity, and shall require Subcontractors to make payments to their subcontractors in a similar manner.

**Cleaning Up**

**ARTICLE XIII.** The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by Contractor from which it shall be removed by Contractor from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to Contractor's satisfaction, Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

**Ethics & Compliance**

**ARTICLE XIV.** The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, storm water management, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to Contractor and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a “no match” letter from Social Security Administration) indicating that one of Subcontractor’s workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

Contractor has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Contractor is committed to upholding that reputation and has adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, Contractor employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee’s residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Subcontractor offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Subcontractor will be considered to be in material breach of this Subcontract. Subcontractor undertakes the commitment to advise Contractor of any action by any entity or person associated with the project that Subcontractor believes violates any applicable law, rule or regulation. Subcontractor’s violation of any of the foregoing shall be considered as Subcontractor’s failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article XI of this Agreement.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

**Harassment**

**ARTICLE XV.** It is the goal of Contractor to promote a work environment at the Project that is free from harassment of any kind. Contractor has ZERO TOLERANCE for harassment, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered domestic partners), parental status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law. Subcontractor agrees to be bound by the Policy Statement on Harassment referenced in Article XXIII below, and any violation or suspected violation of such policy by Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers shall be considered as Subcontractor’s failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article XI of this Agreement. Subcontractor shall actively promote a harassment-free work environment among its officers, agents, servants, employees, subcontractors, and suppliers.

**Labor to be Employed**

**ARTICLE XVI.** The Subcontractor shall not employ workers, means, materials or equipment or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

The Project or General Contract may be subject to Federal prevailing wage requirements, such as the Davis-Bacon Act or the Walsh-Healy Act, or other similar laws, statutes or requirements at a state or local level. Subcontractor shall strictly comply with all applicable prevailing wage laws, statutes or requirements and shall maintain such records as necessary to establish the amount of wages and other compensation paid to workers in connection with the Project and shall submit to Turner, as a condition for payment, certified payrolls in the form prescribed by any such laws, regulations or requirements. Subcontractor expressly agrees that the indemnification obligations set forth in this Agreement shall apply to any violations by Subcontractor of any such laws, statutes or regulations and the failure to maintain records as required herein.

**Taxes & Contributions**

**ARTICLE XVII.** The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Contractor and the Owner from and against the payment of:

1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.
3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Subcontractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVII of this Agreement, the Subcontractor agrees to reimburse and otherwise indemnify Contractor and the Owner for any expenses, including legal fees and litigation arising from, or related to the Subcontractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

**Patents**

**ARTICLE XVIII.** The Subcontractor hereby agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all liability, loss or damage and to reimburse Contractor and the Owner for any expenses, including legal fees and disbursements, to which Contractor and the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

**Disputes**

**ARTICLE XIX.** The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures in the form of a mediation conducted by a neutral mediator, or such other form as the parties otherwise agree, as a condition precedent to addressing the dispute in any other forum unless Contractor agrees in writing to waive this condition precedent. The procedure for requesting such an ADR shall begin with a written notice of request for ADR delivered by one party hereto to the other. Within 14 days following the receipt of such notice, lead representatives of Subcontractor and Contractor shall meet in an effort to resolve the dispute. In the event that the dispute remains unresolved after the lead representatives meeting, a meeting shall take place between the President of Subcontractor and the General Manager or Operations Manager of Contractor within 20 days thereafter. In the event that the dispute remains unresolved after the President/Manager meeting, the parties shall proceed with ADR procedures described in the Article. However, in the event that such disputes are not resolved by mediation or another ADR procedure as Contractor and the Subcontractor may agree then such disputes shall be resolved any of following forums selected at Contractor's sole discretion either (1) the forum pursuant to which disputes between the Owner and Contractor are to be resolved under the terms of the General Contract, (2) arbitration administered by the American Arbitration Association under the rules pertinent to construction disputes then applicable or (3) in litigation. Furthermore, the Subcontractor agrees that Contractor shall have the exclusive right to join the Subcontractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) in which Contractor may be involved arising out of or in connection with the Project, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. In the event that relevant law limits or precludes Contractor's sole discretion in selecting the forum, then the dispute shall be resolved in litigation, unless the Subcontractor is to be joined by Contractor in a proceeding with Owner, in which case the forum shall be as stated in the General Contract. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in any dispute involving Contractor and or Contractor's surety. Subcontractor further agrees that in the event that it suffers damages, cost or expenses or otherwise intends to pursue a recovery that arises out of or relates to the performance of work by another subcontractor to or under Contractor, Subcontractor's sole remedy shall be as against that responsible subcontractor and Subcontractor shall not pursue a remedy from Contractor.

Subcontractor shall continue with the diligent performance of Work pursuant to this Subcontract and follow and abide by directions and instructions issued by Contractor during the pendency of any dispute, including dispute resolution procedures, ADR procedures, arbitration or litigation.

All claims, suit or demands by Subcontractor as against Contractor or Owner shall be brought within the earlier of one year following Subcontractor's achieving substantial completion for the Subcontractor's Work or within one year of Contractor's notice of default in the event that Contractor has taken any action in accordance with Article XI, and Subcontractor hereby agrees that all relevant statutes of limitations shall be deemed reduced to such time period, to the fullest extent permitted by law.

**Mechanics' Liens & Claims**

~~To the fullest extent permitted by law, Subcontractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, and the Subcontractor for itself and its Subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement~~.

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Contractor and/or the Owner may sustain or incur in connection therewith.

**Assignment & Subletting**

**ARTICLE XX.** To the fullest extent permitted by law, Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of Contractor in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter “Assignment”), notification to Contractor of such Assignment must be sent by certified mail, return receipt requested, to the Procurement Manager in charge of the business unit responsible for the construction of the Project and the Assignment shall not be effective as against Contractor until Contractor provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between Contractor and such assignee or transferee. Subcontractor further agrees that all of Contractor’s defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Subcontractor hereby agrees to indemnify and hold harmless Contractor from and against any and all loss, cost, expense or damages Contractor or Owner has or may sustain or incur in connection with such Assignment.

**Termination for Convenience**

**ARTICLE XXI.** Contractor shall have the right at any time and for any reason, by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement only for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount shall be reduced by all amounts for which Subcontractor is liable or responsible hereunder. However, the Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages in the event Contractor exercises this clause.

**Guarantees**

**ARTICLE XXII**. The Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Subcontractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect and Contractor, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Subcontractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Subcontractor under the Contract Documents, shall constitute a default by Subcontractor.

**Accident Prevention & Other Policies**

**ARTICLE XXIII.** The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, and the Clean Water Act, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established or imposed during the progress of the Work by Contractor. When so ordered, the Subcontractor shall stop any part of the Work which Contractor deems potentially unsafe, noncompliant or in violation until corrective measures satisfactory to Contractor have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefor.

This Subcontractor acknowledges the receipt of Contractor's "Corporate Safety, Health and Environmental Policy", “Substance Abuse Policy”, "Equal Employment Opportunity" policy and “Policy Statement on Harassment.” Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project, including any amendments or modifications of such policies that Contractor may issue at any time. Subcontractor further acknowledges that Contractor endeavors to employ on its projects robust programs with respect to safety and storm water management, as well as compliance with relevant laws and regulations, including, without limitation, OSHA and the Clean Water Act. Such programs may include aggressive measures and requirements, such as reporting, training of personnel and inspections that may be considerably above and beyond minimum standards. Subcontractor agrees to comply with any and all requirements Contractor may impose in connection with such programs and policies, whether as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor's subcontractors and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to Contractor in sufficient time to permit compliance with such laws by Contractor, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to Contractor in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by Contractor in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.

**Assumption of Liability & Indemnity**

**ARTICLE XXIV.** Throughout this Agreement, the "Indemnified Party (ies)" means Contractor, the Owner, any party required to be indemnified pursuant to the General Contract, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. Except as otherwise provided below, the Subcontractor hereby assumes the entire responsibility and liability for any and all actual or potential damage or injury of any kind or nature whatsoever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of the Subcontractor, or any tier of the Subcontractor or otherwise, or to all property or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof. However, this Article shall not be construed in any way to require the Subcontractor, its agents, and its employees to indemnify the Indemnified Party for damages because of property damage or bodily injury caused by or resulting from the Indemnified Party's own negligence. When the Subcontractor has the obligation to indemnify the Indemnified Party, the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against the Indemnified Party, Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify the Indemnified Party from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Contractor in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws***, and Subcontractor expressly waives such constitutional and statutory immunity to the extent necessary to give effect to Subcontractor's indemnity obligation hereunder.***

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR, THEN THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THIS ARTICLE SHALL BE CONSTRUED TO CONFORM TO SUCH LAW.

**Insurance**

**ARTICLE XXV.** Insurance.

A. Required Insurance

Before commencing the Work, the following insurance coverages from insurance companies satisfactory to Contractor shall be in place and maintained until completion and final acceptance of the Work:

1. WORKERS' COMPENSATION in accordance with laws of the State in which the Work is situated, and EMPLOYERS' LIABILITY INSURANCE in the amount of $1,000,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTOR'S LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:(Coverage shall be equivalent to current ISO Occurrence Form). No exclusions or restrictions for Crane usage will be permitted.

$ **SDS** /Occurrence

$ **SDS** General Aggregate

Subcontractor has elected to obtain the above insurance coverages set forth in paragraphs 1 and 2 above in the manner set forth in the Subcontractor Election A, B or C (with Subcontractor Election B having a further coverage option that is stated in, and may be elected by checking, Sub-Part B-1 ) that is checked below (Note: only one of Subcontractor Election A, B or C is to be selected, however Subpart B-1 may also be selected but only if Subcontractor Election B is selected):

**SDS** Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. Contractor shall have the right, without limitation, to reject any insurance company selected by Subcontractor that has an A.M. Best rating of less than A or Standard and Poor's rating of less than AA or a Moody's rating of less than Aa. This insurance coverage shall include Products and Completed Operations coverage which Subcontractor agrees to maintain for a period equal to the statute of repose in the state in which the project is located. Subcontractor further agrees that it shall require each of its sub-subcontractors to provide the above insurance coverages subject to the terms and conditions set forth below. All costs are included in the Price and are to be paid by the Subcontractor.

or

**SDS** Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program that insures Subcontractor and its eligible lower tier subcontractors, which program has been made available to Subcontractor by Contractor, as described and with limits of liability, terms and conditions set forth in the Contract Documents, including, but not limited to, the CCIP Manual, and Subcontractor agrees to all terms and conditions therein, and makes all representations and warranties, associated therewith. Subcontractor acknowledges and agrees i) that insurance costs will be incurred to provide the above insurance coverages under the consolidated program; ii) that as opposed to Subcontractor including such insurance costs in the Price and paying such costs directly, the Price does not include insurance costs for the above insurance coverages, iii) that it is more convenient and efficient for Contractor to pay such insurance costs on Subcontractor's and Subcontractor's eligible lower tier subcontractor's behalf, and iv) that Contractor is authorized by Subcontractor to pay such insurance premiums on Subcontractor's behalf and Subcontractor's eligible lower tier subcontractor's behalf.

**SDS** Sub-Part B-1 to Subcontractor Election B. By checking this further election, Subcontractor agrees that it has selected Subcontractor Election B with respect to providing the above insurance coverages for eligible lower tier subcontractors engaged by or through Subcontractor to the extent permitted by the Contract Documents (including the CCIP Manual), however, Subcontractor agrees that as to Subcontractor itself, the above insurances will be provided by Subcontractor in accordance with the terms and conditions of Subcontractor Election A above. Accordingly, Subcontractor itself shall be deemed an "Excluded Party" with respect to the consolidated insurance program as described in the Contract Documents (including the CCIP Manual). Any other "Excluded Party" lower tier subcontractors (if applicable) with respect to the consolidated insurance program arranged by Contractor shall be required to procure their own insurance coverages at their expense. For Subcontractor's lower tier subcontractors that are not an "Excluded Party", the above insurance coverages shall be provided through the consolidated insurance program as described in Subcontractor Election B to the extent permitted by the Contract Documents (including the CCIP Manual).

Subcontractor represents and warrants that all amounts, information and data that Subcontractor and its lower tier subcontractors has provided or will provide in connection with CCIP applications and other related forms and documents, including estimated payroll and insurance costs, are, or shall be when submitted, true and accurate. Subcontractor represents and warrants that the amount of estimated unburdened payroll (payroll without benefits or overtime, unless the overtime portion is included as required by the regulations of the State in which the project is located) actually used by Subcontractor and its eligible lower tier subcontractors in calculating the Price is $ **SDS** ("Initial Payroll Estimate" or "Estimated On-Site Payroll") (if Sub-Part B-1 is elected, this amount only pertains to Subcontractor's eligible lower tier subcontractors). Subcontractor further agrees that all such amounts, data and information, including the estimated unburdened payroll amount used to calculate the Price, shall be to subject to audit and verification if Contractor or the CCIP Administrator elects to do so and Subcontractor agrees to cooperate fully and provide documents and other records requested in connection with such audit and verification and to cause its lower tier subcontractors to do the same. Subcontractor acknowledges that such amounts, information and data or such other amounts as verified in accordance with the CCIP Manual or through audit may be used to calculate final and interim cost adjustments to the Price and/or payments to Subcontractor (at Contractor's discretion) as described in the CCIP Manual. Contractor and the CCIP Administrator shall not be required to use any amount greater than the foregoing "Estimated On-Site Payroll" as the unburdened payroll amount when calculating such adjustments for Subcontractor and its lower tier subcontractors as described in the CCIP Manual.

or

**SDS** Subcontractor Election C). The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP) as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms, and makes all representations and warranties, associated therewith.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged pursuant to Subcontractor Election B, Subcontractor Election B-1 or Subcontractor Election C, such coverage will not apply to any operations off of the premises (as defined in the CCIP Policy or Manual or OCIP Policy or Manual) and Subcontractor shall provide and maintain the above insurance coverages with respect to off-premises operations. Subcontractor further agrees that in the event that the insurance coverage provided by a consolidated insurance program (Subcontractor Election B or C) is cancelled prior to the completion of the Work, subcontractor shall provide the insurance coverage (set forth in paragraphs 1 and 2). Subcontractor further acknowledges and represents i) that it was not required to select any particular election provided for above and was free to choose Subcontractor Election A if it preferred to apply for and obtain insurance itself, ii) that Subcontractor has reviewed the other Subcontractor Elections available for this Project and has chosen the election selected above, and iii) that Subcontractor has satisfied itself that the Subcontractor Election checked above is preferable to Subcontractor for reasons of convenience, economics and/or coverage afforded.

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

Combined Single Limit $ **SDS** /accident

4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

B. Insurance Conditions

The following terms and conditions are applicable to all insurance:

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to Contractor from each insurance company showing that the above insurances (1, 2 Subcontractor Election A, 3 and CGL operations off of the premises under 2 Subcontractor Election B and C, and 4) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention.

The Subcontractor shall name the Indemnified Parties and such other entities as may be reasonably requested as additional insureds under the policies of insurance listed in paragraph A maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance of the Work or any time thereafter. The coverage to be provided to the additional insureds shall be for all liability arising out of the Work. Subcontractor will submit a certificate of insurance and a copy of endorsements to the insurance policies listing all parties required to be named by Subcontractor as additional insureds. Subcontractor hereby waives all rights of recovery from Contractor and the Indemnified Parties, including but not limited to rights of subrogation, with respect to any matter, claim or suit that is required to be covered by insurance to be maintained by Subcontractor pursuant to the Contract Documents.

It is expressly agreed by and between Subcontractor and Contractor that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees that the amount of insurance available to Contractor and the additional insureds shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Subcontract. Subcontractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Subcontractor's failure to provide such endorsement shall not affect Subcontractor's agreement hereunder.

If the Subcontractor fails to procure and maintain such insurance, if required, Contractor shall have the right, but not the obligation, to procure and maintain said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at Contractor's option, Contractor may offset the cost incurred by Contractor against amounts otherwise payable to Subcontractor hereunder. Subcontractor further agrees that in the event of such failure to procure and maintain such insurance, Subcontractor shall be liable for all amounts which would have been payable pursuant to the insurance required by this Subcontract. If, in Contractor's discretion, Contractor is concerned that any insurance company selected by Subcontractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poor's or Moody's rating), Contractor may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to Contractor.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT CONTRACTOR MAY REQUIRE FROM SUBCONTRACTOR, THEN SUBCONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

**ARTICLE XXVI.** The Subcontractor shall furnish to Contractor a performance bond in the amount of $ **SDS** and a separate payment bond in the amount of $ **SDS** the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to Contractor. Such bonds shall be furnished to Contractor within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by Contractor in writing. In the event Subcontractor fails to furnish such bonds to Contractor within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event Contractor shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Subcontract and any and all modifications thereof, and shall indemnify and save harmless Contractor of and from all liability loss, damage and expense, including interest, costs and attorney fees, which Contractor and/or its Surety may sustain by reason of Subcontractor's or its Surety's failure to do so.

**Bonds**

Subcontractor and its Surety hereby agree to execute and deliver to Contractor when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as Contractor may require) increasing the amount (Penal Sum) of the Payment and Performance Bonds furnished by the Subcontractor. The reasonable premiums or other charges paid by the Subcontractor for the procurement of the Rider "A" amendments will be paid as a change to this Agreement.

**Severability**

**ARTICLE XXVII.** In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**Business Enterprise Compliance**

**ARTICLE XXVIII.** In the event that the Project or General Contract is subject to any federal, state, or local program(s) requiring Contractor or its subcontractors to meet certain goals or commitments with regard to the award of subcontracts or supply contracts to small and/or disadvantaged businesses, including but not limited to minority owned, woman owned, veteran owned and local businesses, then the provisions of this Article shall apply. Subcontractor acknowledges that: a) the Federal Small Business Program applies if the General Contract is a direct federal government contracts (*i.e.*, contracts awarded by a federal executive agency); b) the Disadvantaged Business Enterprise Program applies to projects that are funded in whole or in part with federal funds, including those funded through a grant awarded to the Owner; c) there are state and local programs that may apply to public projects that are funded by a state or local government; and d) these programs have different eligibility requirements as well as different methods of counting small business, minority, and other designated categories of participation at all subcontracting levels. Subcontractor agrees that it shall fully understand and comply with the rules and regulations of all such programs to the fullest extent applicable to the General Contract, Subcontract or this Agreement.

A. If Subcontractor is or otherwise satisfies the qualifications or requirements of any of the following, or if Subcontractor has in any way represented or given Contractor reason to believe that such is the case: (a) a small business under the Federal Small Business Program (*i.e.*, a small business, a small disadvantaged business (SDB), a HUBZone small business, a service-disabled veteran-owned small business (SDVOSB), a veteran-owned small business (VOSB), or a women-owned small business (WOSB)) (hereinafter collectively referred to as an "SBE"); (b) a Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), or Woman Owned Business Enterprise (WBE), or the functional equivalent under federal, state, or local law (hereinafter collectively referred to as a "DBE"); or (c) a category or status designated by state or local authorities which otherwise classifies or designates certain business entities, collectively referred to as Local Business Enterprises (LBEs); then Subcontractor acknowledges, represents, agrees and warrants that: (i)Subcontractor in fact has such status and has obtained all required federal, state, or local certifications of such status; (ii) Contractor is relying upon such representation and status to fulfill any and all SBE, DBE or LBE goals or commitments Contractor has made to the Owner and/or a government agency or as otherwise required of Contractor; (iii) Subcontractor shall maintain its status as an SBE, DBE or LBE throughout the performance of the subcontract or purchase order; (iv) Subcontractor immediately shall notify Contractor if there is a change in Subcontractor's status as an SBE, DBE or LBE; (v) Contractor has engaged Subcontractor based on Subcontractor's representation that Subcontractor shall perform in such a manner that 100% of Subcontractor's Work and 100% of the Subcontract value shall be eligible for credit towards Contractor's goals and commitments with regard to the award of subcontracts to SBEs, DBEs and/or LBEs; (vi) Subcontractor shall perform in such a manner that Contractor shall be eligible to receive credit towards Contractor's goals and commitments regarding the award of subcontracts to SBEs, DBEs, and/or LBEs for 100% of the Subcontract value; (vii) Subcontractor will not engage in any effort or take any action that would prevent Contractor from receiving 100% credit; (viii) Subcontractor shall engage in a genuine commercially useful function as defined by law and shall not act as a pass-through to sub-subcontractors, suppliers, or vendors who are not SBEs, DBEs or LBEs; (ix) Subcontractor will not engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist; and (x) if Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, then Subcontractor will do so only in a manner that does not affect the ability to receive credit as described above for 100% of the Subcontract value, including awarding same only to SBE, DBE or LBE sub-subcontractors, suppliers, or vendors if and to the extent necessary to achieve this result.

B. If Subpart A. of this Article is not applicable to Subcontractor, then Subcontractor acknowledges and agrees that the obligations and commitments assumed by Contractor with regard to the award of subcontracts to SBEs, DBEs and/or LBEs, have likewise been assumed by Subcontractor pursuant to this Agreement, including but not limited to meeting or exceeding the same percentage or other requirements or goals for each separate category of SBE, DBE and/or LBE employment in connection with the performance of the Work and satisfying all obligations and responsibilities with respect to reporting and documenting same.

C. The provisions of this Subparagraph C. shall be applicable to all Subcontractors. If or when Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, to the extent permitted or required by this Agreement, then Subcontractor further acknowledges, represents, agrees and warrants that Subcontractor shall: (i) verify that such SBE, DBE or LBE has such status and has obtained all required federal, state, or local certification of such status; (ii) require its SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to maintain their status as an SBE, DBE or LBE throughout the performance of their sub-subcontract, purchase order, or other agreement; (iii) immediately notify Contractor if there is a change in a sub-subcontractor's, supplier's, or vendor's status as an SBE, DBE or LBE; (iv) require all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to engage in a genuine commercially useful function as defined by law; (v) ensure that all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors are not acting as a pass-through to another sub-subcontractor, supplier, or vendor who is not a SBE, DBE or LBE; and (vi) not permit a sub-subcontractor, supplier, or vendor to engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist.

Subcontractor agrees that: (i) Contractor, or its authorized representative, shall have access to and the right to examine and audit all of Subcontractor's records relating to Subcontractor's Work under this Agreement including, but not limited to, lower-tier subcontracts, equipment leases, purchase orders, and other agreements with third parties; (ii) Subcontractor and its sub-subcontractors, vendors and suppliers shall submit any forms, certifications or documents required by Contractor relating to participation on the Project, regardless of whether such forms or documents have been requested or required by the Owner; (iii) failure to honor and comply with any of the terms or conditions of this Article and/or its failure to comply with any applicable law relating to the award of subcontracts to SBEs, DBEs and/or LBEs shall constitute a material breach of this Agreement; (iv) submission by Subcontractor of a monthly requisition for payment or invoice shall constitute a certification by Subcontractor that each and every representation and warranty set forth in this Article is and remains truthful, accurate, and complete, and that Subcontractor is in full compliance with the terms and conditions of this Article, as of the date such requisition or invoice is submitted to Contractor; (v) Contractor may rely on these certifications in making payment to Subcontractor and in making like representations to others; (vi) Contractor shall have the right to withhold payment from Subcontractor if Contractor has reasonable grounds to believe that Subcontractor is not in full compliance with its obligations set forth in this Article; and (vii) that Subcontractor shall include a provision in all agreements with its sub-subcontractors, vendors and suppliers, whereby such sub-subcontractors, vendors and suppliers acknowledge and agree to conduct their operations and affairs in a manner that ensures that Subcontractor is not in violation of any provision in this Article and to provide forms, certifications and documents as required by Contractor or this Article.

**U.S. Government Prime Contract**

**ARTICLE XXIX.** In the event that the General Contract under which this Subcontract is being issued is a General Contract between Contractor and the United States Government or an agency thereof, additional Federal Acquisition Regulation ("FAR") and agency FAR supplemental provisions are applicable to this Agreement. Such FAR and agency FAR supplemental provisions are contained on the attached document entitled "Federal Supplement" and such provisions are hereby incorporated by reference herein as if set forth at length herein. Subcontractor hereby ratifies and re-affirms its Subcontractor Certifications and Disclosures that Subcontractor signed and submitted with its proposal submitted earlier to Contractor and such Certifications and Disclosures are hereby incorporated herein by reference as if set forth at length herein.

**Entire Agreement**

**ARTICLE XXX.** This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Contractor except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it has completed and submitted to Contractor a prequalification questionnaire, that all statements therein and in the attachments to such questionnaire were true, accurate and complete, and remain true, accurate and complete, and that Contractor has relied on truthfulness, accuracy and completeness of such statements and the contents of the attachments thereto in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

**In Witness Whereof** the parties to these presents have hereunto set their hands as of the day and year first above written.

| **SUBCONTRACTOR** | **CONTRACTOR** |
|---|---|
| **By:** SDS | **By:** SDS |
| Official title: SDS | Vice-President |

Subcontractor's Federal Employers Identification Number (FEIN) SDS

Subcontractor's State Unemployment Ins. No. SDS

(Insert State and Register No. for State in which the Work is to be performed)

Subcontractor's License No. SDS

(Insert License No., if any, for State or locality in which the Work is to be performed)

Subcontractor's State Sales Tax Registration No. SDS

***Introduction***

As the leader in the construction industry, Turner Construction Company (also referred to as Turner) is committed to promoting a proactive safety program, which will lead to the establishment of a positive safety culture among all project employees. Every effort will be made to integrate the use of safe work practices into daily work activities performed by trade contractors and their employees. Our approach is to realize the benefits of Living Injury Free Everyday® (L.I.F.E.). This will be achieved with thorough pre-planning and daily vigilance. By planning for safe and efficient production, incidents that may cause suffering to a person or increase cost to the project will be eliminated or minimized.

Project Managers, Superintendents, Assistant/Area Superintendents, Safety Representatives, and Foreman are the key individuals responsible for implementing and maintaining an effective safety program. Each of these individuals must ensure personnel working under their control are provided the tools and knowledge to work safely, and are performing their tasks in a safe manner.

It is the responsibility of each worker to follow every precaution in their Daily Pre-Task Plan to protect them and their fellow workers.

Each subcontractor and lower tier subcontractor is solely responsible for the safety of their employees and/or visitors as required by the rules described in this Program, OSHA requirements, and all local, state, and federally recognized standards and codes.

All contractors and subcontractors are responsible to train and educate their employees, and/or visitors on the contents, requirements and policies contained within this Program.

***Project Description***

This project will be located on the 12th floor of UK Hospital Pavilion A. Turner Construction will be fitting out a 64,000 square foot patient floor, which will consist of 64 patient beds, support spaces, and a lobby area. The focus of this space will be pandemic response.

***Key Project Staff***

A. Project Executive – David Opalka
B. Project Manager – Benton Stegman
C. Purchasing Agent – Susie Yanes
D. Project Engineer – Mason Thompson
E. Project Superintendent – Austin Stivers
F. Environmental, Health and Safety Director – Dean Bitter
G. Project Safety & Environmental Manager – Noah Richardson

***Responsibilities***

Turner Project Safety Superintendent

- Enforce compliance by all parties with principle of the Project Safety Program.
- Assist all Subcontractors in pre-planning their operations to prevent personal injury or property damage to employees, other contractor's employees or to the public.

- Chair safety meetings.
- Review and enforce the recommendations of the Project Safety Coordinator job safety tours and of the toolbox meeting minutes.
- Conduct periodic safety tours of their own, to assure compliance.

Turner Safety Coordinator

- Investigate incidents and direct the elimination of hazardous conditions.
- Make at least a weekly formal safety tour and submit copy to responsible party for action.
- Evaluate the safety of the project daily.
- Gather facts on accidents and thefts for action by the Project Safety Superintendent.
- Periodically attend trade and subcontractor toolbox meetings.
- Distribute and post all safety meeting minutes, safety bulletins and incident data.
- Prepare minutes of project safety meetings.
- Issue safety bulletins for the project.

Subcontractor Safety Superintendent and Foreman

Subcontractor Safety Superintendent and all subcontractors must have completed an OSHA 30 hour for construction class. One person must be certified for all contracts under $5M, and two people must be certified for contracts over $5M. <u>The 30 hour certified person(s) must be on-site 100% of the time</u>. This OSHA 30 hour certification must be within the past two years of the award of subcontract; if not the subcontract employee must be re-certified through Turner's online TKN Training Course titled, *Turner Safety Refresher*.

- The Subcontractor Safety Superintendent must be identified before subcontractors start work. If the subcontractor's contract value is $5M or greater and/or the subcontractor will have 25 employees or more on site, including sub tiers, for more than two weeks, they must provide a <u>full time</u> Safety Coordinator who:
    1. Is qualified to recognize safety hazards; and
    2. Has the authority to take corrective action; and
    3. Possesses current certifications in first aid, CPR and AED; and
    4. Possesses a recent OSHA 30-hour Construction card (within the last two years or has taken Turner's Safety Refresher); and
    5. Has an academic degree in safety, ASP, CHST, or CSP designation, <u>OR</u> has a minimum three (3) years of prior work history as a designated construction safety coordinator.

  Turner reserves the right to approve or deny the subcontractor's fulltime safety personnel for each project.

- At a minimum each contractor will designate one Foreman for each 10 employees. Once a contractor has three Foremen, one will be designated as a non-working Foreman with their primary responsibility of acting as the subcontractor safety representative and will not be working with their tools. Additional specific requirements may be identified in a Contractor's scope of work. Generally, if there is a conflict between this document and the scope of work the most stringent will take precedence. The Business Unit Safety Director reserves the right to evaluate and determine what is best for the safety of the project.

1. At a minimum the Subcontractor Safety Superintendent will be requested to:
   a) Ensure their employees attend jobsite orientation before start of work on the project.
   b) Take the lead in recognition and abatement of hazardous situations.
   c) Conduct a daily "Safety Huddle" prior to the start of each shift and submit a Daily Pre Task Plan (PTP) (Form 03) each morning prior to the start of work.
   d) Perform and document weekly safety inspections (1 per week at minimum).
   e) Conduct at least one monthly safety tour with your Safety Director and submit findings to Turner.
   f) Ensure that Competent Persons submit, at a minimum, the below listed safety inspections at the designated frequency to the Turner Project Superintendent or Safety Manager. Note: An OSHA 30-hour Construction card alone does not satisfy OSHA requirements for a competent person.

| **Inspection** | **Frequency** |
|---|---|
| Fall Protection | Before Each Shift |
| Excavations | Before Each Shift |
| Scaffold | Before Each Shift |
| Crane Inspections | Before Each Shift |
| Confined Space | Before Each Shift |
| Hot Work | Before Each Shift |
| Heavy Equipment | Before Each Shift |
| GFCI | Weekly |
| Personnel Hoist | Per OSHA Reqs. |
| Dig Permit | Before Each Shift |
| Tools Box Talks & Report | Weekly |

   g) Conduct and document toolbox meetings on a weekly basis.
   h) Issue minutes of the weekly toolbox meeting to Turner.
   i) Effectively utilize and train employees in pre-planning, recognition, and remediation of hazards.
   j) Each subcontractor, regardless of tier, is to submit in writing toolbox meeting minutes containing the following:
      (1) Name of subcontractor and date.
      (2) Name of Subcontractor Safety Superintendent.
      (3) Name of employees attending.
      (4) Name of employees onsite not attending.
      (5) Number of employees on their payroll that day.
      (6) Subjects discussed.
      (7) Safety observations of employees.
   k) Attend project safety meetings.

l) Enforce disciplinary measures when need arises for their employees.

1st Violation

Verbal or written warning to employee and their Supervisor.

2nd Violation

Suspension from job, until retrained by a third party and verbal or written notice to employer.

3rd Violation

Permanent removal from jobsite.

Note: Gross disregard for policy or procedures, as determined by Turner, can result in immediate removal from the project.

m) Each subcontractor is responsible for all of their subcontractors and suppliers, regardless of tier, compliance with the Project Safety Program.

2. Employees / Employers
   a) Perform their work to prevent accidents to themselves, fellow workers, and property.
   b) Use Personnel Protection Equipment as required, to meet all Turner, federal, state and local requirements.
   c) Alert supervisors to dangerous situations.
   d) Cooperate with principles of the Project Safety Program.
   e) Utilize all tools and equipment in a safe manner and in accordance with manufacturer's recommendations.
   f) Complete project safety orientation before starting work on the jobsite.
   g) Acknowledge and abide by the project enforcement rules.

1st Violation

Verbal or written warning to employee and their Supervisor.

2nd Violation

Suspension from job, until retrained by a third party and verbal or written notice to employer.

3rd Violation

Permanent removal from jobsite.

Note: Gross disregard for policy or procedures, as determined by Turner, can result in immediate removal from the project.

3. Visitors
   Any person not directly involved with the onsite construction of this Project must not enter the site without first going to Turner's job office, signing a visitor's release, obtaining a hard hat and safety glasses which is to be returned to Turner. All visitors must adhere to Turner Project Safety Program and be 18 years of age or older.

***General Requirements***

**Employee / Visitor Access**

All employees and visitors must satisfy the following drug and orientation provisions before being permitted access to this project site:

1. Employees must produce a drug screen card or similar document as verification of having successfully met the pre-employment requirements contained in the drug program for this project. Those not possessing such can undergo testing at the on-site medical office or designated clinic before reporting for employee orientation. The cost of drug screening test will be at the expense of the subcontractor.

2. Employees must complete the project's safety orientation at which time they will register personal, drug testing, and training information. Employees will be issued a hard hat sticker or equivalent identification upon completion of the orientation process. Identification must be displayed at all times while on the project.

3. Visitors will be required to obtain visitation approval and be escorted by an assigned employee.

No pets are allowed on Turner property.

Walking or driving on projects while talking or texting on phones or a walkie-talkie is prohibited. Stop and focus on the task at hand.

**Anti-Idling of Vehicles and Equipment**

All trade partner vehicles within the project site fence (including, but not limited to, transportation and construction equipment, delivery trucks, and personal or company trucks) shall not idle. The only allowable exceptions to the standard are as follows:

1. Ambient air temperature exceeds 85°F or falls below 32°F (or as defined by local or regional temperature limits, whichever is stricter)
2. Engine idling is required for the function of auxiliary equipment (i.e. cranes, concrete pumps, etc.)

**COVID-19 Safety Requirements**

At a minimum, a surgical mask or 100% cotton cloth face covering that covers the nose and mouth must be worn when required by the client, OSHA, State, other local authority, or by Turner. Additionally, a KN95, or similar mask may also be worn. Note: all work must be evaluated for the appropriate minimum PPE required by OSHA.

Subcontractors are responsible for planning all work during the morning Pre-Task Plan (PTP) to allow for 6' distancing of workers. If 6' distancing is not feasible, face coverings should be worn and this should be documented on the PTP. It is the responsibility of the subcontractor foreman to enforce the adherence of mandatory face coverings when and where required.

Subcontractors are responsible for daily disinfecting of their tools, equipment, break areas, and common touch surfaces.

Subcontractors are responsible for all testing, notifications, follow-up, and documentation of COVID-related matters required by the client, OSHA, State, other local authority, or by Turner."

**Pre-planning**

Contractors are required to produce Site Specific Safety Plans and Job Hazard Analyses ((JHAs) (Form 01)) for each major task they plan to perform. These documents are required to be submitted to Turner at the first pre-construction meeting.

Pre-Task Planning – PTP

The PTP is a formal daily work plan. Each supervisor should meet with their crew to discuss the tasks to be accomplished and the steps that need to take place to work safely. All workers should review and sign the relevant PTP for their assigned work before beginning the tasks. When the scope of work or conditions change, the PTP should be revised and resubmitted. The main components of the Pre-Task Plan will include the following:

For each task of work a PTP will be completed to identify the following:

- Evaluating the work area
- What permits and proof of training may be required
- Potential hazard checklist
- Description of steps to be performed
- Hazards associated with each step
- Required actions to eliminate or control the hazard
- All PPE requirements for the activity
- Crew sign-off
- In accordance with Building L.I.F.E., plan out steps and controls to minimize risk using the Hierarchy of Controls, as well as by reducing frequency, likelihood, and severity

<u>Work shall not begin</u> until the PTP for the work activity has been discussed with all engaged in the activity, including the Contractor, subcontractor(s), and other affected on-site representatives at a safety pre-construction meeting or daily huddle.

When there is a change in condition (unplanned encounter of an activity, job step, or sequence of events), work must be stopped and the PTP must be updated with safe work procedures with the impacted persons or crew.

The information the supervisors are relaying to the workers is the same that was developed in the JHA however, the PTP will more specifically define the plan for that phase of work that is occurring that day.

Pre-Task Planning is also accomplished on a daily and pre-shift basis through the pre-shift safety huddles.

> Each crew leader is responsible for ensuring the crew holds a safety huddle prior to the beginning of the shift, and as necessary during the shift, to develop and revise a PTP for that day's work.
>
> The huddle should be collaborative with input from multiple members of the crew.
>
> The hazard analysis is typically captured on a dry-erase board laid out like a JHA/PTP (steps / hazards / controls).
>
> Workers sign an attendance record showing they participated and then sign out at the end of the shift indicating they safely completed work that day and are leaving the project.

A copy of the PTP and/or a photo of each huddle board shall be kept near the work location and **will be submitted to Turner daily.**

The JHA and PTP will be used as a primary means of accident prevention. Each work crew is required to participate in the development and review of applicable PTPs for their work in the huddle with their Foreman, prior to the start of each work shift.

Each work crew will facilitate a mandatory stretch and flex in combination with their morning huddles.

**Hazard Communication**

As a minimum, the subcontractor shall incorporate all the basic principles of the Project Safety Program into their Safety Program. The above shall also include the subcontractor's Hazard Communications Program with SDS (Safety Data Sheets) to be provided before start of work. Each month subcontractors will provide an updated list of the hazardous materials they have on the project by submitting a Chemical Inventory (Form 12) to the Project Superintendent or Project Safety Manager.

The subcontractor is responsible for maintaining an updated binder of their respective SDSs on the project and will make them immediately available for review upon employee, Turner or any other request. This can be an electronic binder or system in order to provide information across multiple sites as long as the documents are immediately available.

Subcontractors are responsible for training their workers on Hazard Communications and Globally Harmonized Systems. In addition, subcontractors must include a review of Safety Data Sheets for chemicals they work with during each morning's Pre-Task Plan (PTP).

Safety Data Sheets must be referenced and included in daily PTPs as a means of identifying proper personal protective equipment as well as other control measures including spill response and first aid measures. No work is permitted without first having all necessary equipment and controls for the chemical being used on the project.

Each subcontractor is responsible for proper chemical container labeling and maintenance. This includes gasoline, kerosene, and diesel containers.

**Silica**

Exposure to respirable crystalline silica must be evaluated by each work crew during their daily PTPs. Exposure control plans for each crew must be developed and documented on the PTP, prior to starting work, under the direction of a designated silica competent person. Considerations must be made to control exposures to the workers immediately performing the work as well as other workers or people in the area. The generating/exposing Subcontractor is responsible to ensure that all persons in the work area and members of the general public are not exposed to the hazards of silica.

**Fall Protection**

All work performed at or above 6 feet will be done in conjunction with positive fall protection 100% of the time, including but not limited to, loading and unloading trailers and the leading edge of excavations.
At no time shall a Safety Monitor or Attendant be used as a means of fall prevention.

Each contractor is responsible for protecting its own employees by using conventional means of fall protection such as standard guardrails or perimeter cables. The ongoing maintenance and daily inspection of this protection must also be included. If a contractor's employee cannot be protected by conventional methods, then adequate pre-planning must be conducted to provide for anchorage points capable of withstanding 5000 lbs. in combination with a safety harness and self-retracting lanyard.

Perimeter protection should never be used as an anchorage point unless it has been designed by a Professional Engineer (PE) to withstand such force.

If warning lines are used it must be maintained at least 15 feet from the leading edge for all subcontractors. The warning line height must be between 34" & 39" from the walking/working surface. The rope, wire or chain must have a breaking strength of 500 pounds and must be flagged every 6 feet. After erected, the stanchions must be secured from tipping due to wind, etc.

100% tie off is required when working from articulating personnel platforms.

Subcontractors are required to follow the manufacturer's recommendations for fall prevention when working from a scissorlift. Typically this means a full body harness and a restraint lanyard connected to the lift's designated attachment point. Subcontractors must refer to the equipment manual and specify whether a fall prevention or restraint system will be utilized in their daily PTPs.

All floor openings exceeding 2 inches in diameter shall be covered, barricaded, or otherwise protected. Covers shall be designed to withstand twice the weight of workers, equipment, and materials. Covers shall be secured against displacement horizontally and vertically. All covers must be clearly marked with the words "HOLE" or "COVER" and beveled or flush to prevent trip hazards.

Each contractor employee exposed to fall hazards must be trained in the recognition of fall hazards, the avoidance of fall hazards, the purpose, use, and requirements of conventional fall protection methods, and the use, inspection, and care of harnesses, lanyards, and rescue devices.

Since contractors are experts at their specialized trades, they shall provide Turner with their own project-specific Fall Prevention Plan, to include rescue, which describes the methods they intend to use to provide adequate fall protection for each contractor's specific operations and to comply with OSHA Subpart M, and Turner's six foot rule.

**Guardrails**

All cable guardrails must be a minimum ½" diameter steel cable. All cable guardrails must be looped connections with three cable clamps on each side of the connection. Open eye turnbuckles are not permitted. Guardrails made of 2x4's shall not have any nails protruding. Guardrails cannot be made of metal studs.

**PPE**

Subcontractor must provide their employees with all necessary personal protection equipment and tools, and enforce their use as required by the Safety Program, as well as federal, state and local codes and regulations.

**Hard Hats**

Each Subcontractor shall enforce the wearing of ANSI 289.1-1981 approved hard hats and Eye Protection (ANSI Z87.1) during the total construction of this project, and shall immediately remove anyone from their forces not complying with this requirement. Beginning January 1, 2023, subcontractor employees and visitors will be required to wear an ANSI-approved type II safety helmet with a four-point chin strap fully attached and secured.

Cowboy hard hats, aluminum/metal hard hats, and bump caps are not permitted on Turner Construction Company projects. Employees exposed to electrical voltages of 600 V or greater shall wear hard hats that meet the requirements of ANSI Z89.2 type hard hats.

**Safety Glasses and Face Protection**

*Safety glasses (minimum eye protection)*

- Safety glasses with fixed side shields must be worn at all times on the project. All safety eyewear must meet the requirements of ANSI Z-87.1
- Dark safety glass lenses are not permitted inside of buildings, in enclosed areas, or at night.

*Goggles or spoggles*

- Goggles or spoggles must be worn (instead of safety glasses) when working above shoulder and no falling debris is expected. Examples of these type of activities include installing ceiling tile, pulling wire, etc.

*Face shield plus safety glasses*

- Where employees are performing work that could potentially cause materials to become flying objects such as, but not limited to, chipping, welding, grinding, cutting, drilling, chiseling, and using powder-actuated tools they shall utilize a face shield in addition to safety glasses.

*Clamp-on full face shield plus unvented goggles or spoggles*

- A full face shield that clamps tightly onto the brim of the hard hat and unvented safety goggles or spoggles that fit snuggly against the skin must be worn when drilling, cutting, or performing other above shoulder activities that create falling debris as well as when performing interior demolition activities.

*For all scenarios above, please refer to manufacturer and Safety Data Sheet (SDS) for specific eye and face protection requirements.

**Clothing & Hi-Vis Vests**

All personnel shall wear shirts with sleeves and long trousers.
No shorts or tennis shoes of any kind will be permitted on this project.

High visual, safety vests, shirts or jackets shall be worn as the outermost apparel by all employees, 100% of the time. ANSI Class 2 (0-44 MPH) and Class 3 (45 MPH or more) outerwear must be worn whenever working on or near (within 10 feet) of a roadway.

**Foot Protection**

All Turner employees, subcontractors and visitors are required to wear, at a minimum, closed toe, sturdy boots.
ASTM-rated safety toe boots, or toe guards must be worn when using jackhammers, tampers or similar equipment which could be dropped or landed on a worker's toes / feet. ASTM-rated boots must also be worn by masons, drillers, pile driving, steel erectors, and riggers due to the hazards inherent with their work.

**Hand and Arm Protection**

All Turner employees, subcontractors and visitors are required to wear ANSI cut level 4 (at a minimum, unless the competent person determines that the use of protective gloves for a specific activity creates a greater hazard) protective gloves 100% of the time on this project. A competent person for each trade or group of employees is expected to identify and specify (include in daily PTPs) the appropriate glove that best mitigates the potential hazard presented to their employees.

Appropriate arm protection is required during operations where the arms are exposed to cut hazards (i.e. cut-rated sleeves, etc.). These operations shall be identified on the JHA and PTP.

**First Aid and CPR**

Each subcontractor must have their own adequate first aid kit and at least one qualified first aid and CPR-trained employee onsite full time. The name of this person, along with copies of their current certification cards, shall be submitted to Turner prior to beginning any work. Prior to expiration of such certification, the employee is required to become re-certified.

**Respiratory Protection**

Respiratory protection is required to meet all federal, state and local OSHA regulations.

Respirators are to be worn when employees are working with or are exposed to gases, fumes, vapors or dusts above the OSHA-permissible exposure limit (PEL) or when an oxygen-deficient atmosphere exists.

- Respirator users must be trained in use, selection, maintenance, storage and inspection prior to use. It is the responsibility of contractor management to train its employees.
- Respirator users must have a fit test conducted prior to wearing a negative pressure respirator. It is the responsibility of the contractor to conduct the test and to enforce a facial hair policy.

**Lock Out / Tag Out (LOTO)**

A Lock Out / Tag Out program must be submitted by any subcontractor, per OSHA standards 29 CFR 1910.147.

**Nothing Hits the Ground**

Fabrication

All material fabrication shall be performed at a work station between 30 and 39 inches off the floor.

Work stations shall be mobile and include a fire stop directly behind all chop saws.

Rubbish containers shall be mobile and located directly adjacent to the work station.

The subcontractor is to furnish all mobile rubbish containers for their work.

Housekeeping

All rubbish shall be disposed of as it is generated and be immediately placed in subcontractor-provided mobile rubbish containers.

Cordless power tools are required unless the subcontractor can demonstrate a hardship or need to use tools with power cords.

The subcontractor is required to elevate off the ground all power cords in order to minimize tripping hazards on walking/working surfaces. Cords, hoses and welding leads must be kept off the floor at least 8 feet high in walkways, aisles, stairs and access points. Suspension of cords will be by non-conductive means only such as plastic S-hangers or wooden cord trees.

Debris is not allowed to be consolidated on the floor.

Material Handling and Storage

Materials may not be stored within 10 feet of the building perimeter or adjacent to shafts or stairwells.

All tools and materials must be tethered where there is a risk of materials falling or being dropped, including during a lifting operation, unless the project team determines an exclusion zone must be established. The exclusion zone must be constructed of hard barriers such as wood or metal guardrail systems, cable wire rope or chain, red plastic chain, or similar material. Danger and caution tape will not be accepted for use in exclusion zone construction. Exclusion zone must be maintained during work and have legible Danger signage posted along the perimeter. The size of the exclusion zone must consider deflection or arc of the falling material. All tools, materials, or equipment which have the potential to breach the perimeter protection must be positively secured back to the worker or structure through the use of tool lanyards or synthetic rope (natural fiber rope is not permitted). Lanyards or ropes must be appropriately sized for the weight of the tool, material or equipment. Anchorages must be snap-hook, carabineer, shackle or similar device that provides positive locking. The use of knots to secure lanyards is not permitted. Subcontractors must evaluate the size and weight of any object which will be secured to a worker's wrist, belt, etc. to ensure it will not cause injury in the event it is dropped.

All material laydown areas must be coordinated and designated by Turner.

Material must be stored to promote mobility of material. Pipes, conduits, metal fabrications and steel framing are to be stored on rolling racks or similar means of conveyance. Bulk material must be palletized to allow for easy mobility using a pallet jack.

"Just in Time" delivery required to minimize clutter. Nothing should be stored on a floor that cannot be installed within one week.

Heavy material such as glass and drywall must be loaded so as not to overload the structure. The subcontractor is required to do a floor loading analysis for submission to Turner PM/ PE for review.

**Steel Erection**

Fall protection shall be used above 6 feet in conjunction with 100% positive fall protection. At no time shall a Safety Monitor or Attendant be used as a means of fall protection. A site-specific erection and fall protection plan must be submitted prior to start of erection.

A guardrail system, tie-off system, or netting must be used.

The area below steel erection activities must be barricaded to prevent access by unauthorized personnel.

Guardrail cables of one-half inch wire rope or the equivalent shall be installed at 42 & 21 inches high, around the perimeter of each floor and all interior floor openings during erection. These cables shall be maintained to OSHA requirements by the erector until the erector is offsite. The erector and fabricator are responsible for providing means for erecting cable (i.e. pre-punch columns, angle iron). Toe boards at least 3.5 inches high must be provided and all perimeter cabling must be flagged at 6 foot intervals.

A hoisted steel member shall not be released until it is anchored by at least two bolts at each connection.

Tag lines must be used to control loads.

Multiple lift rigging ("Christmas Treeing") may be used when limited to a maximum of 3 members.

Personnel are prohibited from climbing columns, walking on beams, traversing the trusses and sitting on top of columns unless fall protection is provided.

Tools and containers for rivets, bolts or welding rods must be secured to prevent falling.

The erector is responsible to determine if extra plumbing equipment is needed, and provide as needed.

The steel fabricator/steel erector will assume all responsibility for adequate lay down and erection site conditions beyond the Site Logistics Plan.

Structural steel erection is not to be done using forklifts.

- Small miscellaneous pieces may be lifted if a lift plan is prepared and Turner's Safety Manager (or superintendent if a Safety Manager is not present) allows the lift, the piece does not exceed 70% of the forklift's capacity as configured, and is allowed by the load chart.
- The lift must be made with an attachment designed and/or approved by the forklift manufacturer.
- The Business Unit EHS Director must review all plans, prior to lifting, if a contractor intends to use a forklift for lifting small, miscellaneous, pieces of steel.

**Confined Space**

Confined space entry procedures must be submitted and approved by Turner's Business Unit EH&S Director prior to the start of work where they are required per 29 CFR 1926 Subpart AA, 29 CFR 1910.146, and /or host facility requirements. The more stringent rule will always apply.
Entering or knowledge of entry into a confined space without all appropriate planning and permits is a zero tolerance issue for Turner Construction and will be dealt with appropriately.

Turner Construction requires onsite rescue services for all permit-required confined spaces. Subcontractors must provide Turner's Business Unit EH&S Director with rescue service team credentials, which must be approved, prior to entry.

Before beginning work, each contractor must ensure their designated confined space competent person identifies each space, evaluates the space to determine its classification (permit-required, alternative entry or non-permit-required), and provides appropriate pre-planning documentation including a written confined space program, employee training records, equipment type and service records, rescue provisions, communications, and permitting as applicable.

Turner considers all confined spaces to be permit-required spaces until a competent person can provide Turner with documentation adequate to support alternative or non-permit provisions per Turner's *Confined Spaces in Construction* policy.

All permit-required confined space work will require a mandatory pre-planning meeting with Turner project staff as well as a documented *Project-Specific Confined Space Procedure* that must identify the following, at minimum: Job-specific safety analysis, atmospheric testing, assigned duties, unauthorized entry, rescue equipment and emergency services, entry permit, training, respiratory protection, and hot work safety.

All confined space entries require the use of Turner's Confined Space Entry Permit which must be approved and signed prior to daily entry.

**Excavations**

Prior to any digging a "Dig Permit" (Form 21) must be obtained and the utility protection services (811) must be contacted.

Excavations greater than 4 feet in depth shall utilize protective systems (i.e. trench shields, sloping, benching, or shoring) at all times to protect employees against potential cave-ins.

A competent person must be identified and their certification submitted to Turner prior to the start of work. A competent person will be on-site during all excavation work to determine the soil type and its stability by performing one visual and one manual test in accordance with 29 CFR 1926, Subpart P Appendix A and submit an Excavation Safety Checklist (Form 11) to the Project Superintendent prior to each shift.

Subcontractors must develop a written plan to protect excavations they create on the project. Plans must be reviewed and approved by the Turner project team prior to start of work and must include provisions for safe access points, such as portable stairs.

All hydraulic shoring fluid must be environmentally-friendly.

**Ground Fault Circuit Interrupters (GFCI)**

All 120-volt single phase 15 & 20-ampere receptacles shall have approved GFCI's.

The electrical contractor must turn in written verification (Form 18) that they have tested all GFCI receptacles once each month, at minimum.

**Temporary Lighting**

All temporary lighting shall be run with sheathed multi-conduction wire. No single strand wiring is allowed. Temporary lighting must never be put on the same circuit as temporary or permanent receptacles; temporary lights must be on a dedicated circuit and cannot be used for power.

Temporary lighting must be at least 8' off the ground and provide a minimum of 5 candle feet in each area of the project.

**Burning, Welding and Cutting**

Hot Work is defined as any work using open flames or sources of heat that could ignite materials in the work area. Examples of hot work are:

- Welding
- Burning
- Brazing
- Propane smoldering
- Oxyacetylene cutting
- Grinding ferrous metals
- Considerations for unattended temporary heating must be evaluated and approved by the Senior Operations Lead and Business Unit Safety Director

Before beginning hot work, contact the project superintendent or designated safety personnel to have a Hot Work Permit issued (Form 16). Permits are issued for the specific job being done, and for a specific time period. The time period is usually for the working shift, but may never exceed twenty-four hours. No hot work is permitted without prior approval from the project superintendent or superintendent designee.

The following precautions must be ensured during all hot work activities:

20 pound dry chemical, type ABC fire extinguisher(s) in place.

Proper PPE is available and utilized.

Sprinklers are in service.

Cutting and welding equipment is in good repair.

During cutting and welding, ventilation and/or respiratory protection must be used when hazardous fumes, gases or dust are present.

Precautions within 35 feet of work

Flammables and combustibles have been removed from a 35 ft. perimeter of the hot work area.

Floors are swept clean of combustibles.

Combustible floors are wet down, covered with damp sand or fire-resistant blankets.

Flammable liquids removed; other combustibles, if not removed, protected with fire-resistive tarpaulins or metals shields.

Potential explosive atmosphere has been evaluated and eliminated.

All wall and floor openings have been protected.

Fire-resistive tarpaulins suspended beneath work.

Work on Walls or ceilings

Construction is noncombustible and without combustible covering or isolation.

Combustibles moved away from other side of wall.

Work on Enclosed Equipment

Enclosed equipment cleaned of all combustibles

Containers purged of flammable liquids.

Fire Watch

Fire Watch will be provided during and for at least 60 minutes after work and during any coffee or lunch breaks.

Fire Watch is supplied with suitable extinguishers (20 pound, dry chemical, type ABC unless otherwise specified due to project hazards).

Fire Watch is trained in use of this equipment, in sounding alarm and in emergency evacuation procedures.

Fire Watch persons must be designated by a red safety vest only when acting as a Fire Watch.

Misc.

Cylinders shall be secured in an upright position at all times.

Oxygen and acetylene cylinders not in use must be separated by 20' or ½ hour fire rated wall with regulators removed and caps in place.

Flash back protection must be provided by an approved device to prevent flame from passing into the fuel gas system.

The welder must wear the welding hood attached to the hard hat. It is not acceptable to wear the hood without the hard hat.

**Hearing Protection**

Hearing protection must be used to meet OSHA standards, this Safety Program, Federal, State and Local Codes and Regulations. A generalized guideline to follow is if the worker would need to raise his/her voice to communicate in an area or while operating a piece of equipment, hearing protection (muffs or plugs) should be worn. Adequate training must be provided by contractor per OSHA requirements.

**General Safety Rules**

Horseplay of any kind is absolutely forbidden on the project site.
Do not walk or stand under or beside suspended loads.

When discarding boards, always remove protruding nails or bend them down.

The use, possession, sale, transfer or purchase of alcohol, illegal drugs controlled substances on this project is prohibited.

To the maximum extent permitted by applicable law, the possession on Company premises or while on duty of firearms, clubs, explosives, or other weapons that could be used to cause harm to personnel or property, other than that used to perform specific construction activities. This would include Turner projects and client-owned buildings and facilities we work in, project-provided parking areas, and while in the execution of work duties.

It is each employee's responsibility to be familiar with emergency safety equipment in the area which they are working.

To prevent impalement of personnel, exposed reinforcing rods and other materials that could cause impalement must be provided with protection such as rebar caps, 2 x 4 lumber, etc. The use of mushroom caps is not permitted for impalement hazards.

Where employees must walk across rebar, temporary walkways must be installed to prevent trip hazards.

Manufacturer requirements/ recommendations for equipment or the Turner Safety Program must be followed (whichever is more stringent).

No headphones, IPods, radios, etc. are permitted on the job.

All tobacco products, smokeless tobacco products, and e-cigarettes (nicotine or no nicotine) are prohibited in all Turner offices, project offices, warehouses, and on projects. The project or office can designate smoking areas that must comply with all ADA, state, and municipal regulations. Certain owners may also have non-smoking policies and Turner employees, subcontractors and visitors will comply with those policies fully.

Man baskets such as those utilized from fork truck type vehicles are not allowed on Turner projects.

Glass containers are not permitted on site.

No hoist shall be placed into service on a Turner project until it has been inspected and the supplemental reports are submitted to Turner.

Lift support struts are required to be in place and operational on the lids of all gang / job boxes.

**Wall / Floor Openings**

Once a contractor begins his work directly above, below, or within eighteen inches (18") of a floor or perimeter opening, that contractor is to maintain the protection of that opening.

**Unmarked Pipes**

In renovation and/or alternation work, identification of unmarked pipes must be made prior to any demolition or work being performed.

**Public Areas**

All work performed in or adjacent to public spaces will be required to have barricades separating the public from the work. Public protection should be a minimum of 6' tall and installed in a manner that does not create an additional hazard such as tripping, and capable of sustaining, without failure, high winds and wind gusts. Warning signs must be posted approximately every 100' of linear fence to inform the public of hazards. All public areas are to be kept clean/clear of debris at all times.

**Safety Meetings**

Onsite employees shall attend safety meetings as scheduled by the owner or Turner Construction Company and the time and cost will be the responsibility worker's employer.

**Hand Tools**

Inspect all tools before using. Never use defective tools.
Keep hand tools in good condition – sharp, clean, oiled, dressed and not abused.

Keep tools subject to impact (chisels, caulking irons and star drills) dressed to avoid flying spalls from "mushrooming." Use tool holders.

Do not force tools beyond their capacity or use "cheaters" to increase their capacity.

Do not use tools or materials for pry-bars unless it is an actual pry-bar.

Do not leave tools on scaffolds, ladders or overhead working spaces.

Do not throw tools from one location to another, from one employee to another or drop them to lower levels.

ANSI cut level 5 gloves (at minimum) must be worn when using box cutters and utility knives.

**Portable Power Tools**

All portable power tools must be maintained in a safe condition.
Portable power tools must not be operated unless the employee is trained in their use.

Electrical power tools must be double insulated or shall be of an approved system that contains three wires with a ground.

Guards or shields must be installed on all power tools before use.

Electrical power tools are not be used in explosive atmospheres unless the tool is approved for service in a hazardous location.

Pneumatic-powered tools are to be secured to the hose by positive means to prevent the tool form becoming accidentally disconnected. Radiator-type hose clamps are not permitted on hoses.

Pneumatic hose sections must be wired together at each coupling connection.

Operators of powder-actuated tools must be authorized, must possess valid credentials, and wear proper personnel protective equipment.

All defective power tools must be taken out of service immediately and tagged defective.

All hammer drills and rotary hammers must have integrated technology such as a safety clutch that will stop the drill bit rotation should the drill bind in a hole. An example of this is Hilti's anti-torque control (ATC).

Personal protective equipment must be worn specific to each tool manufacturer. Refer to tool manual for direction.

**Extension Cords**

Extension cords must be of the three-wire type with ground plug.
Only round, heavy-duty (type S, SJO, SJTW, ST, SO and STD), minimum 12 gauge cords are permitted.

Extension cords and cables must be protected from traffic or sharp corners.

Cords must be kept out of walkways and other areas where they present trip hazards. See "Nothing Hits the Ground."

Electrical connections, cables, etc. must be kept away from water or damp surfaces.

Inspection and testing of cords shall be performed as required by OSHA 1926.404.

Bad cords must be taken out of service and tagged defective and repaired or removed from jobsite.

All cords must be stored and put away after use (i.e. not coiled up on the floor).

Turner does not allow extension cords to be connected in series.

**Equipment**

Each contractor employee has the responsibility to inspect equipment before use. Defective equipment must be tagged with a "Defective – Do Not Use" tag and taken out of service.
Know the limitations of the equipment used and do not exceed those limits.

**Ladders and Scaffolds**

Ladder use on Turner Construction projects will be allowed only when it has been determined by Project Manager and Turner's Business Unit EH&S Director that it is unfeasible to use all other options to complete the task.

If it is determined that a ladder is the only means of performing the job at elevated height, a ladder permit must be submitted prior to starting work. At no time will a ladder be on site without a current permit and safety checklist.

Use of job built ladders is prohibited on Turner Construction Projects. Temporary stair towers or prefabricated stairs shall be used to access different building levels.
Only fiberglass, type 1A (at a minimum) ladders will be used. Platform ladders are preferred.
Procedures for identifying and responding to all tasks that require the use of a device that allows work from a height:

- Prior to beginning work, the subcontractor or superintendent (for self-perform work) shall evaluate all tasks that require individuals to work at elevated heights. It is the expectation that these tasks will be performed using methods other than a ladder. Use of lifts and portable scaffold devices shall be the preferred method to perform this type of work.

If it is determined that a ladder must be used:

- The subcontractor shall complete the Turner Construction Ladder Use Permit and have it reviewed and approved by the Turner Superintendent.
- Workers must maintain three points of contact at all times when ascending and descending a ladder. If this cannot be done, worker must tie off at any height.

- When working at a height greater than four (4) feet, and where three points of contact cannot be maintained, 100% fall protection is required.
- Prior to starting work each shift, The Turner Construction Ladder Safety Inspection Checklist shall be completed and affixed to all ladders.
- Platform ladders shall be the ladder of choice, when permitted, on Turner Construction projects.
- Prior to using a ladder, the Turner Superintendent will review and approve the Job Hazard Analysis, Pre Task Plan, and Ladder Use Permit.
- When extension ladders are used to access upper landings, the side rails must extend at least 3 feet above the landing and must be secured at the top.
    - Install overhead fall protection anchor points, where feasible, to allow for the use of PFAS while ascending and descending ladders.
    - A guardrail corral must also be constructed around the ladder at each landing.

**Concrete and Masonry**

Each contractor working on a Turner project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart Q – Concrete and Masonry Construction, in addition to the following guidelines. Unless otherwise stated in the contract, the concrete or masonry contractor must provide at least two covered entrances into each building or structure during perimeter work. They must also cordon off other means of access/egress.
No load may be placed on a concrete structure unless a qualified person, knowledgeable in structural design, determines that the structure is capable of supporting the load.

Protruding reinforced steel, onto which employees could fall or fall into, must be protected to eliminate the hazard of impalement. The use of mushroom caps is not permitted for impalement hazards.

No worker, except those involved in post tensioning operations, shall be permitted to be behind the jack during tensioning operations. Signs and barricades shall be erected to limit access to the area.

No worker shall be permitted to walk under concrete buckets while it is being elevated or lowered into position.

No worker shall be permitted to apply cement, sand and water mixture through a pneumatic hose unless the employee is wearing the proper PPE including face protection.

The subcontractor shall provide an eye wash station with at least 15 minutes of eye wash solution within 75 feet of any concrete, painting or masonry work.

Equipment and Tool Requirements

> Powered and rotating concrete troweling machines must have a switch that automatically shuts off power whenever the hands of the operator are removed from the machine.

Cast-In-Place Concrete Requirements

> Formwork must be designed, fabricated, erected, supported, braced and maintained so it is capable of supporting all lateral and vertical loads anticipated to be applied to it.
>
> All shoring equipment must be inspected prior to erection to determine if it meets the requirements specified in the formwork drawings.
>
> Erected shoring equipment must be inspected immediately prior to, during and after concrete placement.

An inspection of the shoring prior to, during, and after the concrete pour is an OSHA requirement.

The concrete contractor is to determine their means and methods for inspection without placing any person directly under a live concrete pour.

A Controlled Access Zone must be established around the live pour so no one can enter. If an individual is assigned to inspect the shoring, they will be positioned outside of the controlled access zone of the concrete being placed and the previous bay where concrete was placed. This type of inspection of a live pour can also be completed with the use of technology. How the inspection is to be completed will be determined in the preconstruction meeting and will be detailed in the JHA and reviewed with all workers prior to the concrete pour. The location of the person inspecting shoring and performing tasks during concrete placement will be detailed on the project-specific Job Hazard Analysis (JHA) and daily PreTask Plan. The placement sequence will also be noted in the JHA.

A qualified designer must prepare the design of the shoring and reshoring. A third-party engineer qualified (certified, registered engineer) in structural design shall review the design of the shoring.

The designer of the shoring must inspect the (initial) erected shoring to ensure it is installed per design prior to concrete pour. Assignment and training of a minimum of one competent person that must be on site at all times to inspect shoring prior to any concrete pour by the installing contractor. Any change of formwork should be inspected by designer.

Forms and shores must not be removed until the employer determines that the concrete has gained sufficient strength.

100% Fall protection will always be required while accessing or working on temporary outrigger platform systems. Any anchors for outrigger platforms must be cast in place.

At building perimeters where the decking steps down to allow for a beam pour, the height of the rails shall be increased accordingly.

Areas where form stripping is to be performed must be properly barricaded with tape or fence and signage must be posted on all sides. This should include areas below stripping.

Protruding nails should be removed or bent immediately.

Where employees must walk across rebar, temporary walkways must be installed to prevent trip hazards.

Outrigger platforms used for material movement in and out of the building via a crane or forklift must be designed by an engineer and incorporate 100% fall protection systems.

Authorization to Strip Formwork

When given Authorization that the concrete has reached strength in accordance with project specifications by the Structural Engineer of the Project, the written notification from said engineer (third party that does break strength testing) will be forwarded to the structural concrete trade and Turner. Stripping activities regarding formwork and work platforms will not proceed prior to receiving the authorization.

If any change in conditions occurs while stripping a work platform or shoring, all work must be stopped. A written notification must be sent by the Structural Concrete subcontractor to Turner Management staff and a review meeting held to assess the change. A revised risk mitigationplan will be stablished and reviewed with all workers prior to work restarting.

Use of Proper Barricades and Signage on the Formwork

The use of fixed, physical barricades in lieu of Caution / Danger Tape, where appropriate, to further inform and protect employees from changes in elevation must be utilized.

The use of fixed, physical barricades to further inform and protect employees whenever there is a fall hazard must be utilized. Caution / Danger Tape can never be used to barricade for a fall hazard.

Additional warning signage that contains the appropriate contact information for the contractor which has installed the barricade must be installed on the barricade.

Masonry Requirements

A limited access zone (LAZ) must be established prior to the start of any masonry work.

The zone must be equal to the height of the wall, plus four feet for the entire length of the wall.

All masonry walls over 8 feet in height shall be adequately braced and remain in place until the permanent supporting elements of the structure are in place.

For overhand bricklaying from a scaffold, fall protection is required if the working side of the scaffold has a gap greater than 12” between the scaffold and structure.

**Scaffolds**

All persons and scaffolds are to be built under the supervision of a Competent Person and meet the specifications required by 29 CFR 1926.451. 100% fall protection at six foot shall be provided regardless of the type of scaffold during all phases of construction.
Lean-to scaffolds are prohibited.

The Competent Person shall inspect scaffolds daily and submit a completed Scaffold Inspection Checklist (Form 23) to the Project Superintendent daily.

All scaffolding must have an inspection tag.

All mobile scaffolds must have rails at heights of four (4) feet or more and the wheels locked when in use.

Scaffolding shall be erected with one of the following: base plates, screw jacks or casters, on sound, rigid footing.

Use of concrete block for footing is not permitted.

Scaffolding greater than 4 feet, must be equipped with top rails, midrails, toe boards, and deck boards.

Cross bracing shall not be used as handrails.

A body harness must be worn and properly tied off on any scaffold platform greater than six feet in height and not equipped with standard handrails, midrails, or decking.

Scaffold planks must extend a minimum of 6” but no more than 12” over the end supports and be of scaffold-grade lumber. All scaffold boards that do not extend over the centerline of their support by at least 6” are to be cleated on each end.

Provide an access for all scaffolds. Climbing the side of scaffolding is not permitted unless the scaffold is designed with a built-in ladder.

Scaffolds must be tied off or stabilized with outriggers when the height is more than three times the smaller dimension of the length or the width. Scaffolds must be tied off horizontally every 30 feet.

Suspended scaffolding, such as swinging stages, boastswain (bos’n) chairs, floats and needle beams, requires special approval by the Business Unit EH&S Director before use.

While using suspended scaffolding, attach and secure a safety harness before stepping on the platform and do not remove it until clear of the scaffold. Tie off to an independent lifeline or building structure. Use one lifeline per person.

**Signs, Signals, and Barricades**

At locations where potential hazards exist, contractor personnel shall be responsible for posting, installing, and maintaining signs, signals, and barricades to detour the passage of persons or vehicles. There should be a limited use of caution or danger tape. Subcontractors installing danger or caution tape are responsible for maintaining for the duration of their work, or as long as the hazard exists, and removing immediately after. Turner prefers hard barricades with appropriate signage is to be used in situations where entry is prohibited or requires special permission. Danger signs are to be posted to communicate a potentially dangerous, do not enter situation. Caution signs are to be posted in areas where entry is allowed but caution must be followed.
All barricades must be 42 inches high.

Contractor employees shall obey all signs, signals, and barricades which are posted to warn of potential or existing hazards.

Flagmen must wear red or orange vests, and the flags must be red or orange and at least eight inches square.

The selection and use of signs and tags shall be in conformance with ANSI requirements.

Tape of any kind is not permitted for use as fall protection nor swing radius delineation. Leading edge awareness for fall protection must be perimeter warning flags or a hard barrier, a minimum of 15 feet away from the leading edge. The swing radius of cranes and other equipment must be a hard material such as red-colored, plastic chain.

**Rigging**

Any contractor performing rigging must have a qualified rigger.
If the wire rope sling is missing its identification marking, consistent with the latest ASME B 30.09 standard the sling must be removed from service until the identification markings are reaffixed.

The qualified rigger shall inspect all rigging prior to each shift.

Safety latches must be installed on all hooks (shakeout hooks are an exception).

Do not leave unsecured or unattended suspended loads.

Use softeners when possible, to obtain a “bite” on material being rigged.

Inspect wire rope slings for frays, kinks, and worn spots before each use. Do not exceed safe working capacity.

Inspect fiber rope slings for broken fibers, wear, and deteriorated inner and outer strands prior to use. Do not use fiber rope slings where fumes, vapors, sprays, mist and corrosive chemicals are present. The use of chains is not allowed.

Destroy damaged slings immediately. Except for steel erection, multiple lift rigging (“Christmas Treeing”) of any material is prohibited.

**Compressed Air**

Hoses and coupling must be checked daily before use. All hose couplings must be provided with a positive locking device.
Compressed air used for cleaning purposes must not exceed 30 psi.

Hose and coupling connections must be safety-wired together.

Compressed air is not to be used for blowing material off you or others.

Compressor must be equipped with shut off valve.

Compressed air equipment, including valves and receivers must be inspected, tested and drained regularly, following the manufacturer’s guidelines.

Air receivers must be equipped with pressure regulators and gauges.

**Power Industrial Trucks and Power-Operated Equipment**

Trucks and Automobiles

Jobsite speed limits and other regulatory signs must be obeyed.

Pedestrians always have the right of way.

Seatbelts must be worn at all times when riding in a vehicle equipped with seatbelts.

Riding on the side, on the tailgate, or in the bed of a pickup truck is prohibited.

All vehicles used during a project for contract activities must have reverse signal alarms.

Flaggers and spotters must be provided for cranes and vehicles in congested areas and when backing up. Flaggers must be certified in the jurisdiction where the work is being performed. The worker must have the card on their person when flagging.

Heavy equipment (i.e. dozers, scrapers, back hoes, etc.) shall be inspected by the operator prior to each shift. A completed Equipment Inspection Form (Form 17) shall be submitted to the Project Superintendent daily.

The use of a mobile phone while operating any power-industrial trucks or power-industrial equipment is strictly prohibited.

When loading and unloading materials, equipment, and products from trucks we must have:

- Proper pre-planning.
- Use spotters.

- Proper training of the workers.
- Selection of the right equipment to load/unload the material or equipment.
- Established controlled or restricted access zone for workers around the area.
- Engaged the driver in the activity.

The driver must be in full view to a forklift operator at all times. All loading or unloading activity must stop if the driver cannot be seen, or needs to enter the exclusion zone to inspect a load. Alternatively, if it is safe to do so, the operation can allow the driver to stay in the truck cab during loading and unloading

Establish a restricted access zone around the truck to prohibit entry into the load/unload area. The zone must be equal to the area needed to load/unload plus ten feet around the entire truck area.

Workers on the ground within the zone should never be on the opposite side of a truck from a forklift while it is loading or unloading material.

**Cranes**

All cranes must use anti-two blocking devices, as specified in ANSI B30.5 for each load hoisting line.
Cranes must be operated in compliance with 29CFR1926.1400 and the requirements listed in the Turner Crane Pre-Plan Checklist.
Crane Inspections - Annual certificate of inspection (by a third party) must be on file on site prior to operation of <u>any crane</u>. In addition, the following inspections are required:

> Mechanical parts of any crane must be inspected by the operator (Form 14) and given to the Turner Superintendent prior to each shift and monthly.
>
> All Cranes must be inspected by a Third Party Qualified Person after being assembled, whenever any components are modified or repaired, involved in an incident, and annually. If the crane was disassembled then reassembled on site, a third party inspection must be performed and documented after reassembly. This does not include attaching a jib to a mobile crane.
>
> Tower Cranes must be inspected during erecting, climbing (e.g. “jumping”).or dismantling activities by a Qualified Person. Additionally a Registered Professional Engineer must verify that the host structure is strong enough to withstand forces imposed on it by braces, anchorages, and supporting floors.

Cranes are to be operated within the design limits specified by the manufacturer.

All crane operators must be certified by an independent testing agency approved by the National Commission for the Certification of Crane Operators. (NCCO)

All Riggers and Signalers are to be “Qualified” riggers and “Qualified” Signal persons and must be designated by wearing a hard hat cover and/or a designated high-vis vest that is solely different than those worn throughout the rest of the project.

The rated load capacity of the crane is never to be exceeded.

Rated load capacities, recommended operation speeds, and special hazard warnings or instructions shall be posted conspicuously on all equipment.

All accessible areas within the radius of the counterweight swing must be barricaded to limit access.

Cranes, hoists, boom trucks and derricks shall not be installed or operated within 20’ of any power line unless lines have been de-energized and grounded, or other options per OSHA 1926.1407 are implemented.

Personnel are prohibited from riding on the hook of the “headache” ball.

The use of personnel hoists must be approved by Turner’s EH&S Director after the subcontractor has proven there is no other practical safer means.

All OSHA requirements must be followed when using personnel baskets.

Outriggers must be fully extended and on firm ground.

Crane inspections must be conducted on equipment per the OSHA standards. These inspections and the competent person are the responsibility of the crane owner and the contractor providing the crane.

The use of a mobile phone while operating a crane is strictly prohibited.

Tower, rough terrain and crawler crane operations must have an operable anemometer to measure onsite wind speeds during work. This can be a crane-mounted unit or a handheld device.

Crane appurtenances that exceed 200 above the ground shall be marked and lighted, unless an exemption is received from the FAA.

**Mobile Elevated Work Platforms (MEWPs)**

All scissorlifts and boom lifts shall have an approved shroud or guard over the joystick/controls. Scissolifts require a three-sided joystick guard. Scissorlifts should also have a timeout feature on the lift/lower and drive selector, which disables the lift/lower and drive functions after several seconds of inactivity. Moreover, boom lifts must be delivered with anti-crush or secondary-guard technology.

Please see below for examples of approved guards and shrouds for lift controls on Turner projects.

Note: In addition to joystick guard/shrouds, clear messages, proportional lift and drive controls, and symbol-based function selection buttons are required for easy training and operation of lifts.





Prior to mobilizing, all Mobile Elevated Work Platforms must be inspected to ensure compliance with Turner requirements. MEWP’s (scissor lifts, aerial boom lifts, and knuckle booms) must have dual action controls to be approved for use. Dual action controls require that there be two separate actions to activate the lift. If a MEWP arrives on site and does not have dual action controls, then it must remain inoperable until a dual action control is installed. The dual action control may consist of a button that must be depressed in order for the controls to operate, or a toggle switch that must be activated prior to operating the MEWP controls (The toggle switch must automatically return to the center when released).

Subcontractors are required to complete a daily inspection sheet for all mobile elevated work platforms. The inspection includes operational and physical parameters for operation of the equipment being inspected. The inspection form must be posted in a visible location during operations and a copy made available to Turner upon request.

Field modifications are not allowed on aerial lifts.

Only trained and authorized individuals may operate aerial lifts.

When a lift is delivered to the project, the rental company or the owner of the lift shall inspect the lift & provide documentation the lift is safe to operate onsite. The lift shall be free from any physical defects in new or like new condition with all the safety placards present. The operator's manual and inspection documentation shall be included.

Employees must use personal fall arrest systems (PFAS) when working from boom platforms. Employees shall follow the manufacturer's recommendations for the type of (PFAS) when working from an aerial lift. At a minimum, employees shall follow the manufacturer's recommendations for the type of fall arrest/restraint when working from a scissors lift. If scissorlifts are equipped with an attachment point provided by the manufacturer for a restraint system, they are to be used. The intent of this protection is to keep workers within the confines of the passive protective system (rails) so the shortest length of lanyard that allows the task to be completed and keep the worker confined to the walking/working surface is required. Note: These attachment points are not designed as fall protection anchorages.

Never climb above the work platform. Employees must keep both feet on the floor of the basket and not stand on the railing or toe board during operation. If it has been determined by the subcontractor's competent person that there are no feasible means to access an area without leaving the basket of a scissor lift, a modified Pre-Task Plan must be completed as well as a Fall Protection Plan. This plan must be completed by the competent person with details of the anchorage point outside the scissor lift and above the employee's head. Any worker engaged in the activity should be active in the preplanning of the modified plan. All workers involved must review and sign off on the plan. This must be reviewed with Turner's Superintendent. Each work activity and area will require their own PTP and Fall Protection Plan.

A dedicated spotter is required any time a scissor lift must be moved in an elevated state or when operated in congested areas. Spotters will be responsible for ensuring that the area around the MEWP and the travel path are free of obstruction and clear of equipment and personnel.

Mobile Elevated Work Platform Use in High Lift Situations (applies to boom lifts with an operating platform height of 30' and above) require the following:

A dedicated JHA shall be developed for each activity operating a MEWP above 30'.

A system for managing the affected area below the basket and movement of the MEWP's is necessary to decrease the risk of struck-by hazards.

If any of the workers in the Aerial Boom Lifts are incapacitated and incapable of descending, a rescue may be required. Due to the nature of this type of work, it is prudent to establish an emergency response plan which has redundancy built into it.

Boom lifts cannot be operated by the basket controls without first depressing a covered, protected foot switch. This causes the operator to be intentional about basket movement and reduces the risk of incidental operations.

The lifts should have a pressure-actuated auto shut-off across the controls which shuts down the equipment to prevent entrapment.

A dedicated ground spotter (with no other collateral duties) shall be in place whose duties are as follows:

- Visually verify and communicate via two-way radio that all obstructions are clear of the path of travel at the ground level.
- Visually verify that all obstructions are clear while basket is moving.
- The ground spotter shall be responsible for no more than 1 Controlled Access Zone (CAZ).
- Additional spotters will be required if MEWP's will need to be operated/relocated simultaneously within 1 CAZ (Approximate size and dimension of CAZ is below).

Spotter Logistics:

- If 2 or more lifts are required to operate simultaneously, each operator/spotter team will utilize their own dedicated radio channel.
- The Spotter shall not use a cell phone, head phones or other devices which may distract them from their duties.
- The Spotter shall have stop work authority.
- The spotter shall wear, at a minimum, a Class II high visibility vest, shirt or jacket.
- The Spotter/operator team shall perform a "radio" check prior to the commencement of the activity and every 30 minutes thereafter if no communications occur during that time frame.
- Operation of MEWP from the basket is prohibited without prior communication with the spotter and an "All Clear" is given.

Other Traffic at base of operating MEWP:

- A Controlled Access Zone will be established in the affected areas of the MEWP operation to include the base and working zone beneath the platform.
- The CAZ should be constructed with physical barriers such cable, wire rope or chain, or flagging. Danger, Caution tape and spray-painted lines will not be accepted.
- The CAZ must be secured from tipping and signed every 30'. The size of the CAZ must consider deflection or arc of the falling material.
- Each CAZ will be adequately sized to have a 15' buffer zone on each side of the MEWP to include under the platform.
- Each CAZ will hold no more than 3 boom lifts.
- No other equipment or vehicle will be allowed to operate within a dedicated CAZ.

A 30' Wide dedicated path of travel for vehicles and other equipment shall be established using rope, traffic cones, delineators or other clear markings which safely guide other equipment and vehicles around the MEWP CAZ.

Any changes in the path of travel must be approved by the Turner Superintendent.

Boom lifts shall not operate within or over the traffic zone.

The Spotter shall monitor vehicle traffic and shall have authority to stop work and or vehicle traffic.

Emergency Response

There shall be, at a minimum, (2) two MEWP's on site when working in excess of 85 vertical feet. This is to ensure that one could assist another which has the capability to reach the basket in the event of an emergency. Exceptions include when there is a means of safely reaching the platform via catwalk or other elevated surface, or when there is a means to reach the platform from above via rope, slings or other climbing type equipment.

The Spotter shall be trained on how to safely use the ground controls. The ground controls shall be tested prior to work occurring each day and/or shift.

The Local Fire Department Shall be invited to the project site to review conditions and site activities which may have the potential for a "Vertical Rescue" in the event of an emergency.

The emergency response number shall be conspicuously posted.

Turner, the Fire Department and Dispatch shall determine a key phrase or word which indicates that a "Vertical Rescue Team" is required. (These teams have specialized training and equipment to respond to high rescue conditions.)

Workers on the ground shall stay out of the CAZ and communicate with the spotter if entrance is needed.

A Stop Work must immediately be called when any deviations are observed with fall protection.

Identify and discuss task which have the potential for falling tools, materials and/or debris. Do not start work until procedures are in place to prevent the loss of tools or equipment (tethering or other means) and/or a Controlled Access Zone is established.

Workers should avoid positioning themselves, and their equipment, in a line of fire where they could be struck by falling, flying or moving objects from the overhead platform.

Utilize tag lines to maintain positive control of objects being removed or hoisted to ensure the object does not come in contact with the lift.

**Industrial Vehicles**

The Company has determined that certain powered industrial vehicles are utilized at its projects and has developed this policy to establish the procedures that must be followed for the use of such vehicles at the Company's projects. Provide for proper equipment selection, inspection and operation of certain

powered industrial vehicles, including but not limited to All Terrain Vehicles (ATV) or Quads, Three Wheeler, Four Wheeler, Gators, Mules, and all other similar vehicles. Only vehicles that have previously been approved by the Operations Manager and Business Unit EH&S Director for use at its projects may be utilized at the Company projects and must be in compliance with the policy. This policy also applies to vehicles owned and operated by Subcontractors and Subcontractor employees. All vehicles covered under this policy are to be scheduled to Turner's property plant and equipment (contractor's) policy. It is the responsibility of the jobsite accountants to properly report all equipment under this policy.
All vehicles with the following features (in combination) are prohibited from all Turner projects:

Typically carry one rider;

Have no rollover protection or seat belts; and

Have a handlebar similar to a motorcycle for navigation.

These vehicles may be commonly referred to as All-Terrain Vehicles (ATV), Quads, Three Wheelers, or Four Wheelers (or other similar equipment). This prohibition includes vehicles owned by subcontractors as well.

Follow OSHA 29 CFR 1910.178, Powered Industrial Trucks, as applicable.

All personal (owned by an individual) All-Terrain Vehicles (ATV's), Quads, Three Wheelers, Four Wheelers, Mules, Gators, or other similar equipment are prohibited on all Turner Projects.

All authorized drivers must complete training as follows:

Manufacturer requirements (as coordinated through the dealership of the equipment) for the safe operation of the vehicle including use of personal protective equipment, authorized surfaces for operation of the vehicle, weight restrictions, and other operational conditions.

Follow OSHA 29 CFR 1910.178 Powered Industrial Trucks.

This training shall be written formally into the Project Specific Safety Plan by the project team, approved by the Business Unit EH&S Director.

A documented sign-off for the authorized driver must be a part of the training manual provided with the training.

**Drones**
Turner's policy on drone use is they should only be used as a last resort. If there are other means available to inspect, survey and document jobsite conditions, they should be used in lieu of a drone. All drones must be operated by a third party who is licensed by the FAA and insured per Turner's insurance policy guidelines.

Drones are only permitted with a completed "Drone Use Approval Request Form" to be reviewed and approved by the Operations Manager and Business Unit EHS Director.

**Housekeeping**
Housekeeping at the project site is the responsibility of each individual and housekeeping hazards will not be tolerated. The following rules are enforced at all facilities:

Keep work areas in a neat and orderly manner. Keep exits and emergency escape route unobstructed.

Dispose of cigarette stubs in butt cans. Smoke only in designated areas.

Store and contain materials so that the area is fire safe.

Daily cleanup is required by each contractor.

**Subcontractor Injury Reporting Requirements**

If an employee is injured:

Provisions shall be made by each Contractor for immediate and proper first aid, and/or doctor treatment, for every work injury.

Turner Construction Company is to be notified immediately.

An accident investigation is to be conducted with a written report of the findings and any photos copied to Turner immediately.

One copy of all Workers' Compensation Accident reports involving Contractor's employees shall be promptly forwarded to Turner Construction Company.

Contractors will be individually responsible to notify Federal, State and local authorities in the event of a death and/or multiple injuries. Notify OSHA within eight hours of fatality or hospitalization of three or more employees.

Total man-hours worked and lost time due to accidents on this project must be turned into Turner on a monthly basis.

Turner Construction Company's Project Superintendent is to be notified immediately.

Send Public Liability Report to your insurance carrier promptly and forward one copy of the report to Turner Construction Company.

Submit injury statistics to Turner including OSHA 300 log on a monthly basis.

**Fire Prevention**

Shanties:

Are to be constructed using only fire retardant materials and all glass is to be wire glass. As a minimum, any lumber used in shanty construction shall meet the American Wood Preserves Associations Standard C1, C20, and C27, and shall bear certificates of performance.

All materials shall have a flame spread rating no greater than 25 (ASTM Standard E84) with no evidence of progressive combustion for at least 30 minutes.

All shanties shall be located at least 10 feet from materials which present extraordinary fire hazards.

Each shanty shall have at least one (1) 20# ABC fire extinguisher.

Rubbish shall not be permitted to accumulate within an adjacent area to any shanty.

No oily clothes, oily rags, nor fuels, shall be stored in shanties.

All shanties shall be constructed in such a manner that shanty fire shall cause no damage to permanent construction and installations.

Each subcontractors is responsible for installing and maintaining a combination smoke and carbon monoxide detector in their shanty.

Electric heaters, if permitted on the project, must be equipped with hi temp shut down and tip-over protection. Electric heaters are not permitted to be operated while unattended.

All temporary electric must be in accordance with all existing codes.

Storage of any material within 10 feet of fire hydrants is strictly prohibited.

Work areas shall be monitored on a regular basis to prevent accumulation of material.

No motors or machinery shall be left running during non-working hours except as specifically directed by Turner.

All heating equipment shall have necessary safety devices and shall be wired, piped, and operated according to all applicable codes, rules, and regulations.

All tarps, blankets, and poly shall be of fire retardant material.

Each contractor is required to provide fuel tank containment equal to 110% of tank capacity.

No open burning or fires shall be permitted on site. Anyone doing so is subject to immediate dismissal.

No solid fuel (i.e. coke, etc.) shall be permitted on site.

Standpipe system shall be kept as close as possible to progress of the structure and prevented from freezing.

Fire extinguishers shall be a minimum of 20# ABC type and placed and maintained on the job in conspicuous locations according to OSHA requirements. Fire extinguishers must be affixed in a location to prevent damage from water or other materials. These fire extinguishers shall not be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank will be subject to immediate dismissal. Use of carbon tetrachloride extinguishers is prohibited.

All gas bottles such as propane, oxygen and acetylene shall be properly supported and stored and tied in a vertical position in areas designated by Turner. All stored bottles shall be capped.

All gas bottles in use shall be tied in the vertical position and capped at the end of the working day.

All oxygen and acetylene in use shall be in a proper cart with an attached fire extinguisher.

All “HOT WORK” procedures will be followed.

Fire Response:

Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is worth tons of water 10 minutes later.

If a fire occurs, notify the local fire department (telephone number is posted at all the phones) and Turner.

Evacuate area of fire immediately.

Extinguish fire with a non-combustible such as sand or an available fire extinguisher. Only those individuals with adequate training will be permitted to extinguish incipient fires. Those individual with no training are required to evacuate and proceed to the predestined meeting area.

Building L.I.F.E. (Living Injury Free Everyday)® is a continuous improvement process with an upstream focus on risk and the systems which produce risk. The program endeavors to produce a bottom-up safety culture driven by increased worker engagement in safety and planning processes. Building L.I.F.E.® (BL) places an emphasis on optimizing human performance, anchored by a focus on observation & feedback. The outcome of implementing the BL Model is a culture-shift in worker attitudes toward teamwork and proactive safety involvement. Below are the three primary goals associated with BL and the processes supporting each goal:

1. <u>Systems Focused Approach</u> – Integrate the BL "systems model" into key processes such as pre-planning, performance evaluation and incident analysis. Move preplanning farther upstream. Sharpen our focus on risk analysis and reduction. Involving those "closest to the risk" in preplanning.

    a. BL JHA - The JHA has been the standard Turner pre-planning tool thus far. With BL, the JHA has evolved into the BL JHA which places a focus on risk & the system factors which drive that risk. Subcontractors complete the form ahead of the pre-construction meeting and submit to Turner. The Turner project team (safety & operations) reviews the quality of the BL JHA and push back if the assessment is not deemed to be of adequate quality. At the pre-construction meeting, Turner will review the final BL JHA and facilitate a discussion with the subcontractor to see if risk can be further reduced (with additional controls). As an option, this may include a Turner facilitated Residual Risk Reduction (R3) step which involves quantified risk assessment. Again, the main difference between standard Turner JHAs and the BL JHA is the focus on reducing risk (frequency, likelihood, severity), and the systems which drive that risk (environment, capability, motivation).

    b. Pre-Task Plans (PTP) – This is traditional and effective Turner short-range planning tool is that is supplemented with the Daily Huddle. PTP frequency can be locally determined as either daily or weekly. If weekly is the option selected, and the risk changes during the course of the week, a new PTP is required.

    a. Rapid Improvement Events - Conduct Rapid Improvement Event analysis with front line workers at regular intervals, where they have an opportunity to (using the BL JHA as a starting point) examine work process and look for improvements (risk, efficiency or quality).

    c. Daily Huddles – The Daily Huddles are designed for each subcontractor to conduct a meaningful, two-way discussion of anticipated risk & planned controls on a daily basis. The pattern of Huddle dialog (bottom-up) should be – What are our key activities today? What are the key risks we need to be thinking about? What controls do we need in place to protect? Note – those controls need to include physical safeguards, training/procedural safeguards, and required actions (behavior) to keep the task safe.

    d. BL Root Cause - In short, we're looking to incorporate the three systems circles (environment, capability, motivation) into our root cause analysis, whether we're looking at an incident, a near miss, or even an "at-risk" observation.

    e. BIM/Safety Integration – Where BIM Models are available, the project team should work with the BIM engineer recognize and analyze risk and to pre-plan for safety. BIM should be used to develop safety and logistics plans.

2. Engage the Workers – To facilitate a culture-change at our projects toward partnering and proactive safety engagement, the project team, including subcontractor supervision, needs to continuously seek out opportunities for front line workers to participate in, and contribute to, the safety process. Each subcontractor should feel free to add creative opportunities, but the primary opportunities are:

    a. BL JHA & PTP Review – Once mobilization ramps up, each subcontractor should have the front line workers review the JHA (could be done in a tool box talk format), and ask them to add missing pieces, contribute new ideas, etc. The key is participation. The same holds true for PTPs – getting the workers involved in the process.
    b. Daily Huddles – This is the primary opportunity for front-line workers to be part of the safety process. An effective two-way daily discussion of risk & control plans will be essential to successful Building L.I.F.E.®. Huddles supplement the PTP process.
    c. 5-Worker Lunches - Provides another venue for workers to be involved and have a voice into safety management.
    d. Observation Circles – Great opportunities to get front line workers involved in the work process (not just safety), at regular intervals.
    e. Safety Perception Surveys and Safety Observation and Recognition (SOAR) stations allow the workforce to provide us a "report card" on what's working and what's not.

3. Optimizing Human Performance – In order to help optimize (safety) performance, the Building L.I.F.E.® process employs a number of tools to achieve continual improvement.

    a. Coaching Training – This is aimed at Turner and subcontractor leadership, and is designed to help them become better safety coaches during their planned & unplanned observation opportunities. Training will include how to better understand what drives better safety performance (behavior), and how to conduct meaningful safety observations.

Daily Feedback - aspects include a focus on feedback and a formal process for Safety Coaching and Observation (SCO) (also in Predictive Solutions). The project team will be required to participate in helping build safe work habits out on the project by making observations, driving the feedback process and using the Safety Coaching Observation (SCO) form. The SCO form elevates the importance and knowledge of "Critical Safe Behaviors" associated with high frequency and severity injuries. The purpose of feedback is two-fold. Feedback builds safe work habits by providing more positive reinforcement for safe observations while giving us the opportunity to coach at-risk behavior.

***Stretch and Flex***

All subcontractor employees are required to participate in a Stretch and Flex Program on this project. A stretch and flex will be facilitated by each subcontractor's superintendent or designee at a central location, every morning, prior to start of work. All employees are required to participate but only to their level of comfort.

***Drug-Free Workplace Policy***

Importance of Policy to Turner Core Values

To help insure a safe, healthy, and productive work environment for the Employees of The Turner Corporation, Turner Construction Company and all subsidiaries (collectively known as "Company or Turner"), and other persons on Turner projects or at Turner Facilities, and to protect Company property and ensure efficient operations, Turner has adopted a policy of maintaining a workplace free of drugs and alcohol.

Policy Summary

All Turner Employees and Other Workers are prohibited from using, possessing, distributing, dispensing, manufacturing, or being under the influence of illegal substances and from abusing chemicals, controlled substances, or alcohol while working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business. Turner is committed to this Policy on substance abuse to maintain a safe environment for all Turner Employees and Other Workers. This Policy establishes guidelines for acceptable and unacceptable behavior in connection with working on behalf of Turner. Turner will not tolerate substance abuse in violation of this Policy.

Persons to Whom Policy Applies

This Policy specifically applies to all Turner Employees, Other Workers, and any and all employers of Other Workers working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business.

Turner Employees means all persons employed directly by Turner, whether staff management, corporate, or trade. This includes employees at any and all Turner Facilities, including business centers, offices and construction worksites.

Other Workers means all other persons, not directly employed by Turner, working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business. This includes all contractors, subcontractors, consultants, construction managers, and their respective employees or agents working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business. The term "Other Worker" includes, but is not limited to, craft personnel, management personnel, temporary and/or consultants.

This Policy is non-discriminatory and applies equally to all Turner Employees, Other Workers, and their respective employers, as defined above, working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business.

Applicable Definitions

- Adulterated Specimen – A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present, but which is at a concentration so high that it is not consistent with human urine, which will obstruct the testing process or results.

- Accident/Incident – A work-related event which results in personal injury to a Turner Employee or Other Worker or to any other person, damage to property or the workplace, or which could have resulted in personal injury or damage to property or the workplace. An Accident/Incident includes, but is not limited to, any Accident/Incident on Turner Property or at a Turner Facility which results in:
  a) A fatality;
  b) Bodily injury requiring a visit to any medical provider
  c) Vehicular and/or equipment damage in apparent excess of $1,000;
  d) Non-vehicle property damage in apparent excess 1,000; or
  e) Any work-related event that could have resulted in any of the above.

- Alternative Program - An Alternative Program is a substance abuse program administer by an entity other than Turner under procedure equal to or more stringent than this Policy and which has been approved and accepted by Turner as an alternative or reciprocal substance abuse testing program.

- Alternative Program Administrator – The individual responsible for drug and alcohol testing and related procedures for all Turner Employees and/or Other Workers covered under an Alternative Program.

- Annual Screen – A drug screen which Turner may require of any Turner Employee or Other Worker on a yearly basis in addition to any other screen that was given in the previous twelve month period.

- Chain of Custody – The protocol followed when submitting specimens for drug and alcohol testing. This protocol assures that there is no opportunity for contamination or switching of samples. Elements include signed and witnessed forms, sealed and initialed containers, and couriers requiring a receipt.

- Collection Site – A place where individuals provide specimens of their urine to be analyzed for the presence of alcohol. This site may or may not be owned and/or operated by the laboratory that actually analyzes the specimen.

- Confirmatory Test – When testing for drugs, this is the second analytical procedure performed to confirm the presence of a specific drug/metabolite in a urine specimen. This procedure uses a more sophisticated technique (e.g. Gas Chromatography / Mass Spectrometry, EBT) to ensure reliability and accuracy. With breath testing for alcohol, the Confirmatory Test is conducted on an EBT which has the capability to print out the results, date and time, a sequential test number, and the name and serial number of the testing device.

- Consent – Written consent for testing is required for all tests. A Donor will be asked to give written consent immediately prior to submitting a drug or alcohol test.

- Covered Site – A particular Turner Project or Turner Project or Turner Facility selected for random testing by a Third Party Provider.

- Cut-off Level - A pre-determined amount of drug metabolite, measured in nanograms (ng) per milliliter (ml) of urine, which dictates whether a tested specimen is negative or positive. As to alcohol, a pre-determined amount of blood alcohol content, which dictates whether a tested specimen is negative or positive. For example, a test would be declared positive if the amount of drug/metabolite or blood alcohol content were equal to or above the Cut-Off Level.

- Designated Jobsite Turner Representative – Turner Employee who is the designated representative on a particular Turner Project or at a Turner Facility responsible for coordinating drug and alcohol testing and related procedures.

- Diluted Sample – A specimen with creatine and specific gravity values that is lower than expected for human urine. This type of test will always be sent with MRO comments stating, "Recollection suggested no fluids three (3) hours prior to test." A Donor providing a Diluted Sample will be retested within twenty-four (24) hours and in no case more than forty-eight hours after the Diluted Sample was obtained.

- Donor – a Turner Employee or Other Worker giving a urine, breath, blood, or saliva (which is only used for alcohol testing) sample for drug or alcohol testing.

- Medical Review Officer (MRO) - A licensed physician responsible for receiving laboratory results generated by a substance abuse screening program who has knowledge of substance abuse disorders and who received appropriate medical training to interpret and evaluate a worker's medical history and other relevant biomedical information. The MRO is certified by either the American Association of Medical Review Officers (AAMRO) or the American College of Occupational and Environmental Medicine (ACOEM).

- Medical Examination – An examination conducted by a duly licensed medical provider.

- Negative Test Result - A negative screening is obtained if: (1) the screen test indicated the absence of legal or illegal substances below the screen limit, or (2) the screen test indicates the presence of legal or illegal substances in excess of the screen limit but the confirming test indicates the absence of legal or illegal substances below the confirming limits

- Other Workers – All other person, not directly employed by Turner, working on a Turner Project, at a Turner Facility, or working on or otherwise engaged in Turner business. This includes all contractors, subcontractors, consultants, construction managers, and their respective employees or agents working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business. The term "Other Worker" includes, but is not limited to, craft personnel, management personnel, temporary personnel and/or consultants.

- Positive Test Result (Alcohol)- A Positive Test Result (Alcohol) is obtained if a Confirmatory Test indicates the presence of alcohol at or in excess of the Cut-Off Level of 0.04% blood alcohol content.

- Positive Test Result (Drugs) - A Positive Test Result (Drugs) is obtained if the MRO has verified that the test results contain illegal substances at or above the standard Cut-Off Levels of any of the substances tested and for which there is no valid medical or other explanation.

- Post-Accident/Incident Testing – A drug or alcohol test which may be conducted following the occurrence of an Accident/Incident.

- Quick / Instant Test – A test that is a qualitative one-step immunochromatographic test panel for the detection of Cannabinoids (THC), Opiates, Amphetamines, Cocaine, Phencyclidine (PCP), Barbiturates, Benzodiazepines, Propoxyphene, and Methamphetamines 3, 4-Methylenedioxymethamphetamine drugs and/or their metabolites in human urine. This test provides only a preliminary analytical result. A more specific alternate chemical method must be used in order to obtain a confirmed analytical result. This device includes a Lateral Flow (LATFLO) Adulterant Strip (LFAS) for the visual determination of Specific Gravity, Nitrite, Oxidants, and pH to evaluate human urine specimens for adulteration prior to drugs of abuse urine testing.

- Random- A system of drug testing imposed without individualized suspicion that a particular individual is using illegal substances. Random drug testing consists of unannounced substance abuse screens of particular groups or individuals selected through a neutral randomizing system.

- Refusal to Test – When a Donor refuses to provide a urine, breath, saliva or (on occasion) blood sample upon reasonable request from Turner or from the employer of an Other Worker, based on any circumstances in the "Types of Testing" Section.

- Reasonable Suspicion- Reasonable Suspicion of drug or alcohol abuse is based on objective evidence about the Turner Employee's or Other Worker's conduct in the workplace that would cause a reasonable person to believe that the individual is demonstrating signs of impairment. In most cases, the objective evidence giving rise to Reasonable Suspicion will be observed by at least two (2) Turner Employees or Other Workers, but recognizing that in certain circumstances the observation may be made by only one (1) such person. Examples of objective evidence include, but are not limited to, odors, difficulty in maintaining balance, slurred speech, erratic or atypical behavior.

- Screen or Screening – The initial drug or alcohol test given to screen out potential substance abusers. After the initial screen, a Confirmatory Test will be performed on any Positive Results to verify the initial Screen.

- Screening For Cause – Drug or alcohol screen which may be ordered when a Turner Employee's or Other Worker's Fitness for Duty is in question or following treatment in a drug or alcohol treatment program.

- Split Specimen Testing – When a urine sample is taken for drug screen testing, the specimen is split and one part is used for initial testing and the remainder of the specimen is reserved for additional retesting.

- Substance Abuse and Mental Health Services Administration (SAMHSA) - A federal government agency, which certifies substance abuse laboratories.

- Substance Abuse Administrator – A Turner designated employee and/or his or her designees responsible for the coordination, implementation and administration of this Policy.

- Substituted Test – A Substituted Test is a urine sample with creatine and specific gravity values that are so diminished that they are not consistent with human urine. This could indicate evidence of a substance other than the Donor's urine being substituted for the urine screen. This type of verified result is reported as a Refusal to Test, which is treated the same way as a Positive Test Result.

- Third Party Provider – A neutral third party company engaged by Turner or an approved Alternative Program Administrator to manage drug and alcohol testing and to design and/or implement random selection procedures and systems.

- Turner Employee – All persons employed directly by Turner, whether staff, corporate, or trade. This includes employees at any and all Turner Facilities, including business centers, offices, and construction worksites.

- Turner Project or Turner Facility – A project or facility which Turner owns, operates, manages, or over which Turner exercises control, including state, federal or other contracts held by Turner, and to which this Policy applies.

- Turner Property – Includes, but not is not limited to, all Turner owned or leased buildings, parking lots, recreation areas, vehicles, equipment, desks, lockers, furnishings, and equipment wherever located. It may also include state property at construction projects over which Turner exercises control.

- Termination- In the case of a Turner Employee, Termination shall mean termination of employment by Turner. In the case of an Other Worker, Termination shall mean a ban from working at or on a Turner Project or Turner Facility in any capacity to which this Policy applies.

- Verified Positive Test Result – A test result that was positive on an initial immunoassay test or alcohol test, confirmed by a Confirmatory Test using a Gas Chromatography/Mass Spectrum assay for drugs or EBT device for alcohol, and reviewed and verified by the MRO in accordance with this Policy.

- Voluntary Assistance – Any Turner Employee who feels that he or she has a drug, alcohol, or related issue is encouraged to seek professional help. Turner can refer such Turner Employee to seek voluntary professional assistance. Assistance given to the Turner Employee shall be kept strictly confidential.

Scope and Application

All persons or entities covered by this policy understand and agree that Alternative Programs may be utilized as required by law, contract, or insurance agreement and they will comply with such other Alternative Programs where applicable.

During orientation/training Turner may accept, from Other Workers, substance abuse testing cards, badges, or proof of Negative Test Results within the last twelve (12) months, provided by the respective Other Worker's employer or trade union. All Other Workers reporting to work on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business, without substance abuse testing cards, badges, or proof of a Negative Test Results (and ID), will not be permitted to work unless and until such proof is demonstrated. Turner reserves the right to require retesting if there is no proof of Negative Test Results within the last twelve (12) months.

Additionally, Turner will work with any union representing Turner Employees or Other Workers covered by this Policy.

This Policy includes pre-employment, post- Accident/Incident, reasonable suspicion, re-employment, medical examination, annual and random testing, to the extent permissible by law.

Strict Adherence to Policy Required of Turner Employees, Other Workers and Their Respective Employers
Every Turner Employee and Other Worker is responsible for reviewing and understanding this Policy. As a condition of employment, all Turner Employees must abide by this Policy. With respect to Other Workers, Continued work and engagement on Turner Projects is conditioned on strict adherence to this Policy or an acceptable Alternative Program.

Any and all employers of Other Workers must ensure full compliance with any and all aspects of this Policy or an acceptable Alternative Program, including the compliance of their respective employees.

Designation and Responsibilities of the Substance Abuse Administrator
Turner will designate a Substance Abuse Administrator to be responsible for the administration and implementation of this Policy. Among other things, the Substance Abuse Administrator will:

- Have primary responsibility for the coordination, implementation, and administration of this Policy;
- Coordinate all testing with any appropriate Third Party Provider(s);
- Receive the test results from the MRO and notify the Designated Jobsite Turner Representative and Safety Personnel of the drug results, and notify the tested Turner Employee or Other Worker and the Other Worker's employer of the results; and
- Assure the reliability and confidentiality of testing processes and procedures.

General Substance Abuse Rules

1. Using, possessing, distributing, dispensing, manufacturing, or being under the influence of illegal substances, and/or abusing chemicals or controlled substances while working on a Turner Project at a Turner Facility, or while working on or otherwise engaged in Turner business, is strictly prohibited.
2. Legally prescribed drugs may be permitted, provided that the drugs are prescribed to the Turner Employee or Other Worker by an authorized medical practitioner for current use by the Turner Employee or Other Worker and provided that such legally prescribed drugs do not prevent the safe performance of such person's essential job functions. Please see "Prescription Drugs" for further information.

3. The possession or use of alcohol while working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business is prohibited. Turner sponsored or approved meetings/functions are exempt from this rule. However, this does not relieve Turner Employees or Other Workers from possessing or using alcohol responsibility and safely in such situations.
4. Refusing to report for or submit consent to drug or alcohol testing is prohibited and may be treated as if a Positive Test Result had been obtained.
5. Adulteration or Substitution of a test is prohibited.

Confidentiality

All substance abuse testing will be performed with concern for each Turner Employee's or Other Worker's personal privacy, dignity, and confidentiality. Each Turner Employee and Other Worker will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. Turner Employee testing records shall not be maintained in personnel files. Records may be kept at the project level for that particular project. Turner Employees shall have the right to a copy of their drug testing results within a reasonable amount of time following a request. Other Workers shall contact the Substance Abuse Administrator if they wish to have a copy of their drug testing results. All actions taken under this Policy will be confidential and disclosed only to those with a need to know.

Protections Related to Drug Screen Testing

- A formal Chain of Custody will be established for every drug test.
- Initial samples (or a split portion thereof) that test non-negative will be retested for verification with a Confirmatory Test, using the Gas Chromatography/Mass Spectrometry ("GC/MS") test,
- GC/MS Positive Test Results will be communicated to the MRO,
- The MRO will receive the GC/MS Positive Test Results and convey the fact of a Verified Positive Test Result to the Substance Abuse Administrator and to the Donor tested.
- Turner Employees or Other Workers who test positive may, within twenty-four (24) hours of being advised of the results, request a retest of the original split-specimen sample by a different SAMHSA certified laboratory, at the Turner Employee's or Other Worker's expense.
- No drug or alcohol test will be conducted without the Turner Employee's or Other Worker's consent. The Donor shall be required to sign a consent form. Refusal to give consent shall be cause for removal/barring from the Turner Project or Turner Facility and may be treated as if a Positive Test Result had been obtained.

Testing Procedures

Procedures for Drug Screen Testing

Urine specimens will be analyzed for the presence of all or some of the following:

- Cannabinoids (Marijuana)
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine
- Barbiturates
- Benzodiazepenses
- Proporyphene
- Methadone

Each employee must provide documentation of a current (within the last 12 months, 9-panel test (at minimum) from a SAMHSA approved testing authority (or test per union bargaining agreement).

Documentation of testing is required before the employee will be permitted to work on the project.

The following chart illustrates the Cut-Off Levels for some of the drugs tested:

| Drug | EMIT Screen (ng/ml) | GC/MS Confirmation (ng/ml) |
|---|---|---|
| Amphetamines | 1,000 | 500 |
| Cannabinoids (Marijuana/THC) | 50 | 15 |
| Cocaine | 300 | 150 |
| Opiates | 2,000 | 2,000 |
| Phencyclidine (PCP) | 25 | 25 |

Appropriate Cut-Off Levels for all other drugs tested will be determined by the SAMHSA approved laboratory conducting the testing and the Medical Review Officer.

1. Urine drug screen specimens may be collected on-site by a SAMHSA approved laboratory or at an offsite medical facility or clinic. In general, Donors will be permitted to give a urine specimen in privacy and without being observed by collection site personnel. However, a Donor forfeits this right whenever there is a reason to believe that he/she may alter or substitute a specimen.

2. For on-site drug tests, Turner Employees and Other Workers will be tested using the Quick/Instant Test Drug Test. This system provides results in five (5) minutes.

3. If the Donor does not provide a sufficient amount of urine for a drug test, he/she must drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3)

hours, or until the Donor has provided a sufficient urine specimen. If the Donor refuses to make the attempt to provide a new urine specimen or leaves the area where the collections are being done this will be considered a Refusal to Test. If the Donor has not provided a sufficient specimen within three (3) hours of the first attempt. The collector will discontinue the collection and notify the Substance Abuse Administrator and/or Designated Jobsite Turner Representative or Alternative Program Administrator. After consulting with the MRO, the Donor will be directed to obtain within five (5) business days, an evaluation from a licensed physician. If the Donor proves that he or she has a medical condition that has, or with a high degree of probability could have precluded the Donor from providing a sufficient amount of urine, the MRO will mark the test as "Cancelled" and no further action will be taken. A medical condition includes an ascertainable physiological condition (e.g., a urinary system dysfunction) or a medically documented pre-existing psychological disorder, but does not include unsupported assertions of "situational anxiety" or dehydration. If there is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the Donor from providing a sufficient amount of urine, the MRO will mark the test as Refusal to Test.

4. Urine substance abuse screens and preliminary testing may be performed on-site. A SAMHSA approved laboratory will confirm on-site screens that test non-negative. All urine samples will be split-specimen tests, ensuring that any required or requested retests can be done using the original sample. A Confirmatory Test will use GC/MS to ensure reliability and accuracy.

5. Before a Donor's test result will be confirmed positive for drugs, the Donor will be given the opportunity to speak with a MRO and bear the burden of proof that there was a legitimate medical explanation for the Positive Test Result. If the MRO determines that a legitimate medical reason does exist, the test result will be reported as a Negative Test Result. If the MRO determines that a legitimate medical reason does not exist, the test result will be reported as a Verified Positive Test Result. A Positive Test Result will not be reported to Turner until the Confirmatory Test has been completed and the MRO has consulted with the Turner Employee or Other Worker regarding any legitimate medical explanations. Since the Policy is first and foremost concerned with the safety, the Donor whose results are pending will not be allowed on-site until this process is complete.

6. Diluted Samples occur when a Donor drinks large amounts of fluids before the drug test, or adds water to the specimen so that it is harder to detect drug abuse. Donors may innocently drink too many fluids before the drug test in order to be able to give a sample. This can be avoided by telling the Donor not to drink more than twenty-four (24) ounces within three (3) hours of the drug test. It is the responsibility of the Donor to provide Turner with an undiluted sample that can be tested. Turner's Policy regarding Diluted Samples is to retest the Donor one (1) additional time. Ideally, the Turner Employee or Other Worker should be retested within twenty-four (24) hours of receiving the results from the MRO, and in no case more

than forty-eight (48) hours after the Diluted Sample was obtained, if the Donor provides a second Diluted Sample, the MRO will conduct a medical interview with the Donor. During the interview process, if it is determined that there is no legitimate medical reason; the Donor's test will be treated as a Positive Test Result.

7. A Verified Positive Test Result shall mean that the verified results are above standard Cut-Off Levels and that there is not a medically valid reason for the result. Any Turner Employee or Other Worker who tests positive for drugs, and who believes the test results are incorrect, may request a test of the original specimen at his/her own cost within twenty-four (24) hours. An equally qualified laboratory shall perform the retest. If the retest is negative, a third test of the original split specimen shall be completed by a third laboratory to confirm or deny the previous test results. A toxicologist and MRO will review all data for a final determination. If it is determined that the initial confirmation screen was incorrect, the Turner Employee or Other Worker shall be allowed to resume work.

8. If the Confirmatory Test or retest for drugs is negative, Turner shall pay the Turner Employee for any lost time that may have occurred and reimburse the Turner Employee for the cost of a negative retest that was borne by the Turner Employee. The employer of an Other Worker whose Confirmatory Test or retest for drugs is negative shall be responsible for paying the Other Worker for any lost time that may have occurred and/or for reimbursing the Other Worker for the cost of a negative retest that was borne by the Other Worker.

9. Turner Employees who are removed from working on a Turner project, at a Turner Facility, or from working on or otherwise engaging in Turner business following a Positive Test Result, may only be returned to work if certain criteria are met (as outlined below in the "Possible Re-Employment with Turner" Section). In all cases, there is no guarantee of re-employment.

Procedures for Alcohol Testing

1. A Department of Transportation (DOT) approved saliva testing device or "hand held" Breathalyzer unit or equivalent device, similar to those used by law enforcement for field sobriety tests, will be used for the initial alcohol screen. In cases where a "hand held" Breathalyzer is used for initial alcohol screen, a saliva testing device must be used for the Confirmatory Test. Saliva or alcohol screen collections by breath or their equivalent may be performed on-site. Any initial screens at or in excess of 0.02% blood alcohol content will be tested with a Confirmatory Test performed after a waiting period of at least fifteen (15) minutes, but not more than thirty (30) minutes. A SAMHSA approved laboratory will confirm on-site screens that test non-negative with a Confirmatory Test using an EBT that has the ability to print out the results, date and time, a sequential test number, and the name and serial number of the testing device. Any Confirmatory Tests at or in excess of 0.04% blood alcohol content will be considered a Positive Test Result (Alcohol). If a Confirmatory Test shows a blood alcohol content at or above 0.02% but below 0.04%, the Donor will be suspended from safety-sensitive functions for at least twenty-four (24)

hours following administration of the test. A Confirmatory Test at or above 0.02% but below neither 0.04% will not be considered either a Negative Test Result nor a Positive Test Result (Alcohol).

2. Before a Donor's test result will be confirmed as a Positive Test Result (Alcohol), the Donor will be given the opportunity to speak with Turner's MRO and bear the burden of proof that there was a legitimate medical explanation for the Positive Test Result (Alcohol). If the MRO determines that a legitimate medical reason does exist, the test result will be reported as a Negative Test Result. If the MRO determines that a legitimate medical reason does not exist, the test result will be reported as a Verified Positive Test Result. A Positive Test Result (Alcohol) will not be reported to Turner until the Confirmatory Test has been completed and the MRO has consulted with the Donor regarding any legitimate medical explanations. Since the Policy is first and foremost concerned with safety, the Donor whose results are pending will not be allowed on-site until this process is complete.

3. A Positive Test Result (Alcohol) shall mean alcohol levels are officially recognized as demonstrating alcohol intoxication at or in excess of 0.04% blood alcohol content. Any Turner Employee or Other Worker who tests positive for alcohol, and who believes the test results are incorrect, may request a retest of the original specimen of saliva at his/her own cost within twenty-four (24) hours. An equally qualified laboratory shall perform the retest. If the retest is negative, a third test shall be completed by a third laboratory to confirm or deny the previous test results. A toxicologist and MRO will review all data for a final determination. If it is determined that the initial confirmation screen was incorrect, the Donor shall be allowed to resume work.

4. If the Confirmatory Test or retest for alcohol is negative, Turner shall pay Turner Employee for any lost time that may have occurred any reimburse the Turner Employee for the cost of a negative retest that was borne by the Turner Employee. The employer of an Other Worker whose Confirmatory Test or retest is negative shall be responsible for paying the Other Worker for any lost time that may have occurred and/or for reimbursing the Other Worker for the cost of a negative retest that was borne by the Other Worker.

5. Turner Employees or Other Workers who are removed from working on a Turner project, at a Turner Facility, or from working on or otherwise engaging in Turner business following a Positive Test Result, may only be returned to work if certain criteria are met. In all cases, there is no guarantee of re-employment.

Cost of Testing

Turner will pay the cost of the initial screen and Confirmatory Test for testing Turner Employees under this Policy. The employers of Other Workers are responsible for the cost of screening and confirmation required under this Policy, to include random testing. Any Donor who tests positive and believes that the initial screen test results are incorrect may request a retest at his or her own cost.

Refusal to Consent or Submit to/Report for Test When Directed

Any Turner Employee who refuses to sign a consent form and/or to submit to or report to a drug or alcohol screening test will be immediately removed from the Turner Project or Turner Facility and will be terminated, with no possibility or reemployment. Other Workers who refuse to sign a consent form and/or to submit to or report to a drug or alcohol screening test will be immediately removed from the Turner Project or Turner Facility, will further be barred from any subsequent work on Turner Projects or at Turner Facilities, and their Employer will be notified.

Prescription Drugs

Reporting to and being at work under the influence of prescribed or over-the-counter drugs, where such use prevents a Turner Employee or Other Worker from performing his or her essential job functions, or poses a safety risk to him or her and/or other Turner Employees or Other Workers property, or which has the potential to cause an Accident/Incident, is prohibited. Turner Employees or Other Workers taking a prescription or over-the-counter drug are personally responsible for confirming with their physicians that they may safely perform any job duties while taking such items. Turner Employees or Other Workers taking a legal substance that could impair their safe work <u>must</u> advise their immediate supervisor.

Types of Testing

To the extent consistent with applicable federal, state and local laws, a Turner Employee or Other Worker may be required to undergo a screening test for the use of illegal and non-prescription drugs, alcohol, or other substances under any of the following (or other) circumstances which may be determined by Turner management under this Policy:

1. Pre-employment – After a confidential offer of employment or prior to admission to a Turner Project. All potential Turner Employees will be tested after a conditional offer of employment but prior to the employment commencing. Potential Turner Employees who obtain a Positive Test Result will not be permitted to work on Turner Projects, at Turner Facilities, or otherwise engage in Turner business. The conditional offer of employment will be rescinded and such potential Turner Employees will not subsequently be considered for any other Turner employment opportunities. If a former Turner Employee returns to employment with Turner following an absence longer than one (1) year, Turner will retest such Turner Employee with pre-employment testing prior to the re-employment commencing (former Turner Employees who are re-employed following a violation of this Policy and rehabilitation, however will be tested as outlined on page 12 in “Re-Employment” Testing). All Other Workers will be tested by their employer(s) prior to beginning any work on a Turner Project, at a Turner Facility, or working on or otherwise engaging in Turner business. However, during orientation/training, Turner may accept, from Other Workers, substance abuse testing cards, badges, or proof of Negative Testing Results from the last twelve (12) months provided by the respective Other Worker’s employer or trade union. Turner reserves the right to require retesting if there is no proof of Negative Test Results within the last twelve (12) months.
2. Post-Accident/Incident – When a Turner Employee or Other Worker is involved in an Accident/Incident (as defined above in “Applicable Definitions”). If the Turner Employee or Other Worker is treated in a medical facility which fails to collect a specimen for testing, Turner may

require the Turner Employee or Other Worker to be tested within thirty-two (32) hours of the event. A Positive Test Result may result in the denial of Workers' Compensation for an injury resulting from the Accident/Incident.

3. Reasonable Suspicion – When there is reasonable suspicion, satisfactory to Turner management, to believe that a Turner Employee or Other Worker is using, possessing, distributing, dispensing, manufacturing, or is under the influence of illegal substances or abusing chemicals, controlled substances, or alcohol while working on a Turner Project, at a Turner facility, or while working on or otherwise engaged I Turner business, or when there is reasonable suspicion satisfactory to Turner management to believe that the Turner Employee or Other Worker has reported to work under the influence of illegal drugs, unauthorized controlled substances, alcohol or other intoxicants which could affect the safety of others or of property.
4. Medical Examination – As part of any medical examination or fitness for duty examination provided or required by Turner.
5. Re-Employment – Upon re-employment or re-instatement to a Turner Project, at a Turner Facility, or to work on Turner business following a violation of this Policy and rehabilitation as outlined on page 18 in "Possible Re-Employment with Turner." Further testing will occur without prior notice for a period of eighteen (18) months following re-employment or re-instatement.
6. Annual – When Turner requires screening on a yearly basis.
7. As needed – As required by Turner/Owner Agreements, other applicable agreements, contractual obligation or government regulation.
8. Random – Turner will conduct Random Testing as follows:
   - Random Testing will be conducted at a predetermined frequency, to be reasonably spaced throughout the calendar year. At least five percent (5%) of Turner Employee will undergo Random Testing on an annual basis. Unless subject to an acceptable or negotiated Alternative Program, all Turner Projects and/or Turner Facilities will be subject to Random Testing. Included in the testing pools will be Turner Employees and Other Workers on any Covered Site. All random selections and test processing will be administered by the Third Party Provider(s) selected by Turner. However, when applicable, the terms of a state, federal, or owner contract regarding frequency of testing and percentage to be tested will control. Costs associated with random testing will be the responsibility of each respective contractor.
   - Covered Sites will be assigned to testing pools distinguished by job-type criteria agreed upon by Turner management. A random number generator will be used to generate a set of random numbers corresponding to specific Covered Sites. When a selection occurs, Turner Projects or Turner Facilities that are available for selection will be put on a run list. At the time of selection, the Third Party Provider's computerized program will randomly assign generated numbers to Turner Projects or Turner Facilities in each group or pool. The selected lists will be managed by the Third Party Provider and the Substance Abuse Administrator. All Turner Projects and Turner Facilities will be eligible each time random testing occurs, regardless of having been selected previously, unless state or local laws or regulations provide for a different frequency of testing.
   - The Third Party Provider will schedule an on-site collector to be dispatched to the selected Covered Site on the arranged date and time, unannounced to the personnel at the Covered Site selected. All available Turner Employees or Other Workers on the selected Covered Site

are subject to testing at the date and time of the scheduled random testing. As stated above, the percentage of individuals selected for testing may depend on the requirements of the particular testing pool from which the selection is generated, or on any Alternative Programs or state or federal contracts governing the Covered Site. Any Turner Employee or Other Worker not present at the selected Covered Site for any legitimate business reason (e.g., vacation, illness, business travel, etc.) will be considered unavailable for testing. A Turner Employee or Other Worker visiting a selected Covered Site for any reason at the time the random testing is scheduled, will be considered eligible and subject to Random Testing.

Company-Provided Education and Training

General Provisions

In conjunction with its commitment to a drug free workplace, Turner will provide education or ensure such education is provided to all Turner Employees, Other Workers and their respective employers where required by law. This education will cover substance abuse issues and is intended to help reduce the risk of Accidents/Incidents caused by drugs and/or alcohol. Supervisors will receive additional training which will help them identify and help employees who show signs of alcohol or drug use.

Education for All Turner Employees and Other Workers

Prior to working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business, all Turner Employees and Other Workers will receive at least one (1) hour of educational awareness training. This training will focus on problems in the workplace and preventing workplace Accidents/Incidents caused by substance abuse.

Additional Training for Supervisors

Prior to working on a Turner Project, at a Turner Facility, or while working on or otherwise engaged in Turner business, all Turner Employees or Other Workers who are in a supervisory or management position will receive at least one (1) hour of additional training. This additional training will focus on identifying substance abuse problems in the workplace and how to handle such problems in and appropriate manner.

Penalties

Violation of any of the rules associated with this Policy may result in disciplinary action up to and including termination of employment for Turner Employees or the future inability to work on Turner Projects or Turner Business for Other Workers. The following penalties exist for violation of this Policy:

| Violation | First Offense | Second Offense |
| --- | --- | --- |
| | Turner Employees- Immediate removal from Turner Project or Turner Facility and termination, with no possibility or re-employment. | N/A. |

| | | |
|---|---|---|
| Possession of illegal / illicit drugs or paraphernalia | Other Workers-Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects of at Turner Facilities and Employer notified. | N/A. |
| Distribution of drugs/paraphernalia | Turner Employees-Immediate removal from Turner Project or Turner Facility and termination, with no possibility or re-employment. | N/A. |
| | Other Workers – Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. | N/A. |
| Use of Illegal Drugs or Alcohol Abuse (Upon discovery via actions or testing) | Turner Employee-Immediate removal from Turner Project or Turner Facility and termination. Possible re-employment upon proof of successful rehabilitation and re-employment testing. Clean screen required prior to re-employment and continued testing over the eighteen (18) months following re-instatement. | Termination, with no possibility of re-employment. |
| | Other Workers-Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. Turner does not provide Employee Assistance to Other Workers. Other Workers must approach their respective employers. | N/A. |
| Use of Illegal Drugs or Alcohol Abuse (Per voluntary request by Turner Employee for help) | Turner Employee-Immediate removal from Turner Project or Turner Facility. Re-instatement upon proof of successful rehabilitation and re-employment testing. Clean screen required prior to returning to work and continued testing over the eighteen (18) months following the return to work. | Termination with no possibility of re-employment. |

| | | |
|---|---|---|
| | Other Workers-Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. Turner does not provide Employee Assistance to Other Workers. Other Workers must approach their respective employers. | N/A. |
| Under the Influence of Drugs or Alcohol at Work | Turner Employee-Immediate removal from Turner Project or Tuner Facility and termination. Possible re-employment upon proof of successful rehabilitation and re-employment testing. Clean screen required prior to reinstatement and continued testing over the eighteen (18) months following re-instatement. | Termination, with no possibility of re-employment. |
| | Other Workers-Immediate removal from Turner Project or Turner Facility, Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. Turner does not provide Employee Assistance to Other Workers must approach their respective employers. | N/A. |
| Failure to Report Use of Over the Counter Prescription Drugs Which Affect Performance | Turner Employees-Discipline, up to and including termination, with no possibility or re-employment. | Termination, with no possibility of re-employment. |
| | Other Workers-Discipline, up to and including being barred from any subsequent work on Turner Projects or at Turner Facilities, and Employer notified. | Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. |
| Positive Test Following Accident/Incident | Turner Employee-Immediate removal from Tuner Project or Turner Facility and termination. Possible re-employment upon proof of successful rehabilitation and re-employment testing. Clean screen required prior to reinstatement and continued testing over the eighteen (18) months | Termination with no possibility of re-employment. |

| | | |
|---|---|---|
| | following re-instatement. May be ineligible for Worker's Compensation. | |
| | Other Workers-Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects or at Turner Facilities and Employer notified. Turner does not provide Employee Assistance to Other Workers. Other Workers must approach their respective employers. | N/A. |
| Refusal to Consent or Submit to/Report for Test When Directed | Turner Employee-Immediate removal from Turner Project or Turner Facility and termination, with no possibility of re-employment. | N/A. |
| | Other Workers-Immediate removal from Turner Project or Turner Facility. Barred from any subsequent work on Turner Projects or at a Turner Facility and Employer notified. | N/A. |

Notwithstanding the stated penalties, Turner reserves the right to discipline, up to and including termination, any Turner Employee and/or to ban Other Workers from any Turner Project and/or Turner Facility.

Notification of Authorities

In addition to all other remedies or penalties, Turner may report information concerning possession or distribution of any illegal drugs or unauthorized controlled substances to law enforcement officials will cooperate fully in the prosecution and/or conviction of any violators of the law.

Employees Convicted of Drug Offenses

Turner Employees or Other Workers must, as a condition of continued employment, notify their "Operations Manager" or employer, respectively, of any conviction of a criminal drug offense within five (5) days after said conviction. IF an employer is notified, then that employer shall notify the Turner Operations Manager immediately. If the Turner Employee or Other Worker convicted of the criminal drug offense is working on federal contract or grant, Turner will notify the Federal Contracting Agency of criminal drug convictions within thirty (30) days after Turner has received notice. Any Turner Employee or Other Worker so convicted must satisfactorily complete a Turner approved drug rehabilitation program and agree to periodic testing any time thereafter, before Re-Employment or a lift on a ban from working the federal contract will be considered. Failure to report such a conviction and/or participate in a drug rehabilitation program may result in disciplinary action, up to and including, suspension, barring, and/or termination.

Employee Assistance Program: Rehabilitation and Treatment

Turner is committed to helping Turner Employees who seek help from Turner for substance or alcohol abuse problems prior to any drug/alcohol testing or Accidents/Incidents.

Any Turner Employee who feels that he or she has a drug or alcohol related problem is encouraged to seek professional help. If a Turner Employee voluntarily notifies a supervisor or manager before testing that he or she may have a drug or alcohol problem, Turner will counsel the Turner Employee voluntarily seeking such help. Such person will be provided with a list of employee assistance vendors. Any such action by a Turner Employee shall be kept strictly confidential.

In certain circumstances, Turner Employees who have violated this Policy may also be referred to Turner's Employee Assistance Program ("EAP") and be eligible for a leave of absence and re-instatement (for those Turner Employees who have voluntary requested help from Turner for the use of illegal drugs or alcohol abuse). Further details regarding the EAP may be found in Turner's Summary Plan Description ("SPD") or by visiting www.turnerbenefits.com and clicking on "Plan Details." In addition, a Turner Employee may contact the EAP directly by dialing 1-877-887-6266 and following the instructions.

Please refer to the Penalties Chart on pages 14-16 for the consequences and re-instatement and re-employment rights for various drug and alcohol violations.

If treatment necessitates a leave of absence, accrued vacation, or sick leave time, an unpaid leave of absence may be used, pursuant to the limitations of those respective policies.

Other Workers are not eligible for Turner's EAP. Such a benefit may be provided by Other Worker's respective employers.

Possible Re-Employment with Turner

Employment with Turner is an at-will employment relationship. There is never a guarantee of re-employment with Turner.

Turner Employees who are terminated from working on a Turner Project or at Turner Facility following certain Violations, including Use of Illegal Drugs or Alcohol (Upon discovery via actions or testing), Use of Illegal Drugs or Alcohol (Per voluntary request by Turner for help), Under the Influence of Drugs or Alcohol at Work, and Positive Test Following Accident/Incident may be returned to work only if following criteria are met:

- The Turner Employee works with an EAP counselor as detailed above and/or successfully completes and provides proof of completing a Turner Certified/Recognized Substance Abuse Rehabilitation Program at their own expense or at the expense of an Alternative Program Administrator if such Alternative program has an accepted program in place;

- The Turner Employee submits a written request to the Business Unit EH&S Director and Loss Control for approval prior to his/her return to work. A copy of the certificate of completion of the program must be attached;
- The Turner Employee submits to a re-employment drug test which has a Negative Test Result; and
- The Turner Employee consents and submits to additional testing without prior notice for a period of eighteen (18) months following re-employment or re-instatement, with all tests having a Negative Test Result.

***Summary***

Turner reserves the right to add or change this Program, as deemed necessary, to maintain the safety of the project personnel, property and environment.
The Project Safety Program is designed to proactively manage, control and eliminate incidents throughout the construction process.

This Program is to be used in conjunction with the Turner Corporation Subcontractor Substance Abuse Program as well as the Subcontractor's Safety Program(s). The more stringent element of each program shall supersede the other and will be followed unless otherwise directed by Turner.

Turner Construction Company expects full cooperation of all contractors, regardless of tier, in monitoring, supervising, and enforcing the Project Safety Program.

It is mandatory that all contractors, regardless of tier, engaged in work on this project, comply with Turner's Project Safety Program, as well as all Federal, State, and local safety codes and regulations.

Each subcontractor/contractor is responsible to follow the Turner Corporation Subcontractor Substance Abuse Program.

All contractors are responsible for training their employees in the recognition of hazards which could result in illness or injury. Training must include procedures for proper elimination or control of said unsafe conditions.

Good safety practices carried out on this project will produce a safe and healthful workplace for all employees.

Neglecting safety is neglecting job responsibilities.

***Subcontractor Agreement & Signature***

We are in receipt of, and will cooperate and comply with all elements contained within, Turner's Project Safety Program, and Turner's Corporate Environmental Health and Safety Policy, adhering to the most stringent rules between the two.

A copy of the Program and Policy will be provided and discussed with all assigned project personnel, prior to starting work on this project.

Company Name: ______________________________________________________________

Company Representative's Name (please print): ________________________________________

Company Representative's Signature: _______________________________________________

Company Representative's Title: ___________________________________________________

Today's Date: _________________________________________________________________

December 27, 2021

Re: University of Kentucky – 12th Floor Fit-out
Contract No. 211151
Lexington KY

To Whom It May Concern:

Please find enclosed the billing package for the Interventional project. This package contains the following:

- Billing Schedule
- Application/Waiver for Billings (to be submitted via Textura)
- AIA G703 Application Continuation Sheet (submitted via Textura)
- JCC2 Waiver/JCC3 Waiver/JCC4 Waiver (tier subs/suppliers due by the 30th of each month, available on request)
- Bill of Sale/Deed of Lease (for offsite Stored Materials, available on request)
- Loss Payable Endorsement (for offsite Stored Materials, available on request)
- W-9

Your Schedule of Values on Form G703 shall be sent to the Project Manager/Superintendent at the jobsite for approval prior to submission of the first application. All pencil copies shall also be submitted via Textura per the attached billing schedule. These dates will be subject to change monthly depending upon Pencil Review meeting dates with Owner/Architect. You will be notified via Textura/email on when to submit. **Please be advised that there will be no grace period honored submission of billings. If payment applications are not submitted via Textura on or before the dates on the Billing Schedule (subject to change monthly), payment will not be processed for that month. These will need to be billed the following month. In the current economic conditions, Turner will not delay payments to all subcontractors as a result of late submissions from a few. Please help us get you paid!** Waivers of Lien are also needed from any and all second and subsequent tier subcontractors and/or materialmen. Please note that some forms require to be notarized.

If you are not a current vendor of ours then the W-9 form needs to be completed and returned to me on or before the date of your first application for payment.

All payments shall be in accordance with the terms of your subcontract and deposited via wire thru Textura.

Turner may from time to time to contact your lower tier subs for payment verification.

Please complete and return a signed copy of this letter to the address shown below, and provide an accounting contact and phone number so we will know whom to contact concerning billing matters.

If you have any questions regarding the above, please contract me at (513) 721-4224.

Very truly yours,
TURNER CONSTRUCTION COMPANY

Sherry L. Macht

Sherry L. Macht
Accounting Manager

**Received by:** ____________________ **Date:** ___/___/____
Subcontractor Company: __________________________
Accounting Contact: __________________________
Telephone Number: ________________ Fax Number: __________________

# SUBCONTRACTOR APPLICATION FOR PAYMENT

DATE: ______________

TO: **TURNER CONSTRUCTION COMPANY**
250 West Court Street, Suite 300W
Cincinnati, Ohio 45202
PH: (513)721-4224 ; Fax: (513) 721-2561

**FROM:** (Subcontractor) ______________

**Telephone No.:** ______________

**Invoice No.:** ______________

**PROJECT:** University of Kentucky
PAV A 5th Floor Fit Up

**Contract No.** 200763

**PROJECT LOCATION:** ______________

| | | | |
|---|---|---|---|
| **Original Subcontract Sum** | $ $0.00 | **Total Completed & Stored to Date** | $ $0.00 |
| **Approved Change Orders to Date** | $ $0.00 | **Less Retainage at ______%** | $ $0.00 |
| **(Through Change Order #______)** | | **Total Earned Less Retainage** | $ $0.00 |
| **Subcontract Sum to Date** | $ $0.00 | **Less Previous Certificates for Payment** | $ $0.00 |
| | | **Current Payment Due** | $ $0.00 |
| | | **Balance to Finish (including retainage)** | $ $0.00 |

The undersigned certifies that is has performed labor and has furnished all material, machinery, fuel and equipment covered by this Application for Payment in accord with the subcontract documents. It has paid all amounts due for work covered by previous Applications, and the current payment due to the undersigned will be utilized to fund and pay all of its subcontractors, materialmen, and labor for work in connection with the project described above within 10 days of receipt of the "Current Payment Due."

The undersigned acknowledges that TURNER CONSTRUCTION COMPANY will make payment hereunder in reliance upon the representations made in this application.

Subcontractor: ______________ Date: ______________

By: ______________ Title: ______________

Subscribed and sworn to before me this ______ day of ______________, 200 .

Notary Public: My Commission Expires:

## WAIVER OF LIEN

The undersigned, for and in consideration of payment made to the undersigned as a result of this Application, does hereby waive, release and surrender any and all lien or claim or right to lien, to the date of this waiver, for labor, material and/or services furnished in connection with the above described Project.

Subcontractor: ______________ Date: ______________

By: ______________ Title: ______________

Subscribed and sworn to before me this ______ day of ______________, 200 .

Notary Public: My Commission Expires:

# CONTINUATION SHEET



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 0
APPLICATION DATE: 10/6/2011
PERIOD TO: 10/31/2011
ARCHITECT'S PROJECT NO:

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D & E) | WORK COMPLETED THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G / C) | BALANCE TO FINISH (C - G) | RETAINAGE |
| 1 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 2 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 3 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 4 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 5 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 6 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 7 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 8 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 9 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 10 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 11 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 12 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 13 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 14 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 16 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 17 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 18 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 19 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 20 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 21 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 22 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 23 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 24 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 25 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 26 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 27 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 28 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 29 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 30 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 31 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 32 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 33 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 34 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 35 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 34 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| 35 | | $0 | | $0 | $0 | $0 | #DIV/0! | $0.00 | 0 |
| | | $0 | $0 | $0 | $0 | $0 | | $0.00 | |

**University of Kentucky**
**CONTRACT NO. 211151**

# 2022 CONTRACTOR BILLING SCHEDULE

| Pay Apps Due via Textura | Pay App Review w/ Owner & Arch. |
|---|---|
| January 13, 2022 | January 20, 2022 |
| February 10, 2022 | February 17, 2022 |
| March 15, 2022 | March 24, 2022 |
| April 15, 2022 | April 22, 2022 |
| May 17, 2022 | May 26, 2022 |
| June 16, 2022 | June 23, 2022 |
| July 15, 2022 | July 22, 2022 |
| August 18, 2022 | August 25, 2022 |
| September 23, 2022 | September 30, 2022 |
| October 21, 2022 | October 28, 2022 |
| November 15, 2022 | November 22, 2022 |

Note....these dates are subject to change depending upon pencil meeting with the owner/architect.
You will be notified via Textura email when the draw is open and when it will close.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |

| For this type of account: | Give name and EIN of: |
|---|---|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**ATTACHMENT "F"**
**Percentage Markup and Procedures Applicable to Work**
**Added to or Deleted from the Original Contract Requirements**

**LUMP SUM**
Predetermined Lump Sum additions and/or omissions to the Agreement are to be based upon the estimated "Net Actual Cost", plus the following maximum %'s for Overhead and Profit. The percentages for Overhead and Profit will be negotiated and may vary according to the nature, extent and complexity of the work involved. Not more than three percentage calculations each not to exceed the maximum percentages shown below, will be allowed regardless of the number of tiers of subcontractors. That is, the markup on work subcontracted by a subcontractor will be limited to one overhead and profit percentage in addition to the prime contractor's overhead and profit percentage. On proposals for decreases in the amount of the contract, the overhead and profit will be added to the "Net Actual Cost", thereby increasing the credit that would be deducted from the price of this agreement:

| | LABOR & MATERIAL | SUBLET WORK |
|---|---|---|
| Additions: | OH & P 5% | OH & P 5% |
| Omissions/Credits: | OH & P 5% | OH & P 5% |

**TIME AND MATERIAL**
Contract Work, authorized by Turner in advance to be performed on a Time and Material Basis, is to be based upon the "Net Actual Cost" plus the following Percentages for Overhead and Profit:

| | LABOR & MATERIAL | SUBLET WORK |
|---|---|---|
| Additions: | OH & P 5% | OH & P 5% |

**GENERAL**
1. Submission of estimates and costs shall be itemized in a form satisfactory to Turner to permit ready analysis and evaluation. On time and material work, daily reports (in duplicate and showing all field and shop labor expended and/or material delivered) shall be submitted to Turner. Invoices shall be submitted monthly.
2. No overhead and profit will be permitted on premium time.
3. Percentages shall apply to net differences in quantities for adds and deducts in any one change.
4. Percentages applied by sub-subcontractors shall not exceed those of this subcontractor.
5. Net Actual Cost
   **A. Labor:**
   1. Wages of labor, including foremen, engaged in work and directly on the Subcontractor's payroll.
   2. Engineering and drafting performed at the Site with Turner's prior written approval.
   3. Fringe Benefits established by governing trade organizations.
   4. Federal Old Age Benefits, Federal and State Unemployment Taxes.
   5. Net actual premium paid for Public Liability, Workers' Compensation, Property Damage, and any other forms of insurance required by Turner.

   **B. Material:**
   1. Net cost of construction materials and supplies (FOB Job Site, where applicable) including applicable Sales and/or Use taxes if allowed by contract, trade and cash discounts.
   2. Costs of a special nature, approved in advance by Turner, such as for riggers, labor, transportation, equipment rentals, royalties, permits, and other expenses of this general nature.

   **C. Sublet Work:**
   1. Net cost to the Subcontractor of work sublet by him.
6. Percentages shall include the following overhead costs:
   A. Supervision (Including Field) and executive expenses.
   B. Small tools, scaffolding, blocking, shores, appliances, etc. and the expense of maintaining same.
   C. Administrative expenses, clerical, etc., both at the Job Site and in the Subcontractor's Office.
   D. Taxes and any bonds required to be paid by the Subcontractor, but not included under the aforementioned Net Actual Costs.

Initial

Turner _____ Subcontractor ______

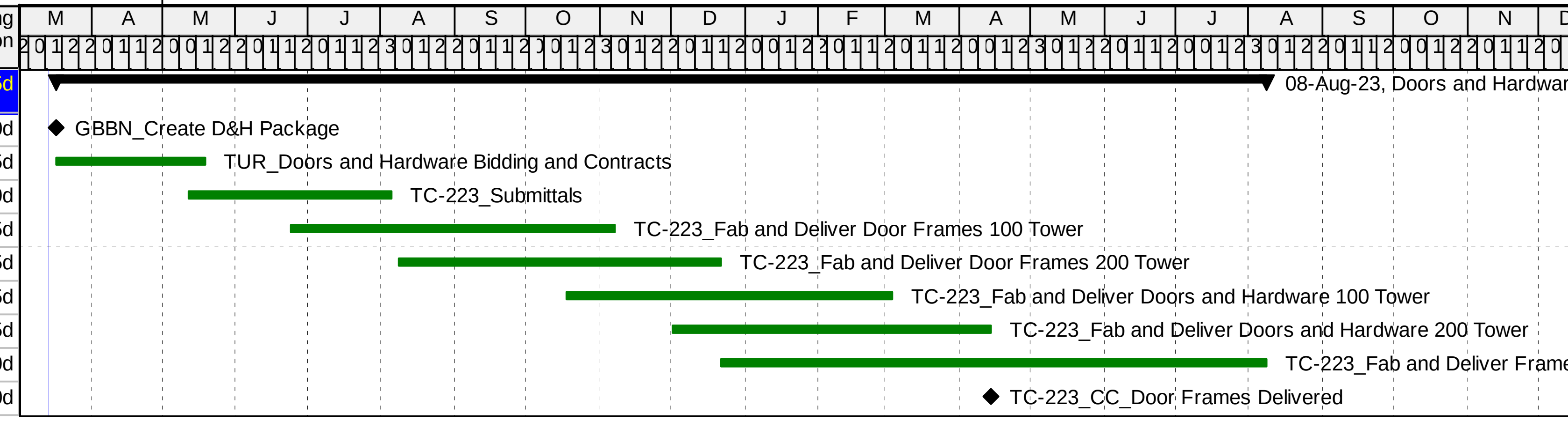
7. Percentage markup for overhead and profit for Sub Subcontractors shall be limited to the above listed percentages also.
8. Percentages shall include all profit.
9. The Subcontractor will be at risk if adherence to these procedures is not followed.

Initial

Turner _____ Subcontractor ______

# UK 12th Floor - Working Copy - Doors and Hardware

| Activity ID | Activity Name | Start | Finish | Duration | Remaining Duration |
|---|---|---|---|---|---|
| **Doors and Hardware RFP** | | 17-Mar-22 | 08-Aug-23 | 355d | 355d |
| A4690 | GBBN_Create D&H Package | 17-Mar-22 | | 0d | 0d |
| A5170 | TUR_Doors and Hardware Bidding and Contracts | 17-Mar-22 | 18-May-22 | 45d | 45d |
| A5180 | TC-223_Submittals | 12-May-22 | 05-Aug-22 | 60d | 60d |
| A4880 | TC-223_Fab and Deliver Door Frames 100 Tower | 24-Jun-22 | 07-Nov-22 | 95d | 95d |
| A5240 | TC-223_Fab and Deliver Door Frames 200 Tower | 08-Aug-22 | 21-Dec-22 | 95d | 95d |
| A6540 | TC-223_Fab and Deliver Doors and Hardware 100 Tower | 18-Oct-22 | 03-Mar-23 | 95d | 95d |
| A6530 | TC-223_Fab and Deliver Doors and Hardware 200 Tower | 01-Dec-22 | 14-Apr-23 | 95d | 95d |
| A6590 | TC-223_Fab and Deliver Frames, Doors, and Hardware | 22-Dec-22 | 08-Aug-23 | 160d | 160d |
| A5630 | TC-223_CC_Door Frames Delivered | | 14-Apr-23 | 0d | 0d |




Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary



| Date | Revision | Checked | Approved |
|---|---|---|---|
| | 12th Floor Bid Schedule - Enabling Phase 1 | ABS | |
| | 12th Floor Bid Schedule - Enabling Phase 2 | ABS | |
| | 12th Floor Bid Schedule - Doors and Hardware | ABS | |

# ATTACHMENT “L”
# Lean Construction
# ATTACHMENT TO THE SUBCONTRACT AGREEMENT BETWEEN TURNER AND SUBCONTRACTOR

Lean focuses on maximizing customer value while eliminating waste through continuous improvement and respect for people. Turner expects that all subcontractors and suppliers will focus on continuous improvement of the construction process. Turner, subcontractors, and suppliers shall in good faith collaboratively participate in learning, planning, control processes, and strategies to achieve the goal of greatest productivity for the project; maximizing the value delivered to the customer. Maximizing value requires elimination of waste in all processes and implementing improvements at every opportunity. Subcontractors and suppliers will assign on-site leadership whose behaviors support collaboration with the project team.

Turner may utilize some or all of the approaches and tools listed below to reduce waste. Subcontractors and suppliers will coordinate with Turner in implementing these activities. The project team may research, develop, and implement other approaches and tools for the betterment of the project.

**5S Methodology**

5S is a system to optimize productivity and safety through maintaining an orderly workplace and using visual cues to achieve more consistent operational results.

1. **Sort** – Eliminate all unnecessary tools, parts, materials. Keep only essential items, eliminate what is not required, prioritize things per schedules/requirements and keeping them in easily accessible places.
2. **Straighten (Set in Order for Flow)** – Arrange the work, workers, equipment, parts, and instructions in such a way that work flows free of waste through value added tasks. Identify locations where items will be used and place those items close. Organize and communicate the location for items needed in the area.
3. **Shine (Systematic Cleaning)** – Clean the workspace, jobsite, and all equipment, and keep it clean, tidy and organized. At the end of each shift, clean the work area and be sure everything is restored to its place. Remove crates, pallets, dunnage, packing materials, etc., immediately – preferably before entering the building footprint. Create elevated workstations for ergonomic working and more efficient cleanup. Employ a ‘Nothing Hits the Ground’ mentality to keep the project clean and free of waste.
4. **Standardize –** Develop cleaning schedules and cleanliness standards to maintain the first 3S’s. Employ visual management to reveal abnormalities and variations.
5. **Sustain –** Ensure disciplined adherence to rules and procedures to prevent backsliding.

**Last Planner® System: Production System Planning**

Subcontractors shall participate in weekly coordination meetings and shall provide updated weekly work plans on a weekly basis throughout the scheduled installation period. All subcontractors pledge to cooperate with each other and coordinate their work for the overall good of the project. Turner reserves the right to adjust and update the overall project schedule based on project conditions, actual performance of the work, and detailed schedule information obtained from subcontractors. This update is intended to be for the betterment of the project as a whole, not for advantage of the parts. At Turner’s discretion, it may utilize The Last Planner® System (LPS) for developing additional coordination details over the life of the project—this process is part of the Bid Packages as described herein.

**Overview:** LPS provides principles to improve coordination and create flow between contract milestone dates in the contract (or master) schedule. When production planning becomes reliable and people fulfill their commitments, workflow, performance, and productivity are improved. Turner may require Subcontractor

Foremen, Superintendents and Project Manager to attend orientation and training sessions to prepare for the implementation of LPS. When utilizing LPS, project teams will develop a specific workflow for its completion, detailing requirements for plan submissions and meeting schedule.

**Application:** LPS differs from traditional construction methods because it decentralizes hierarchical decision-making. With LPS, those closest to the work (On Site Foremen/Field Supervisors—the "Last Planners") must have the authority to make decisions and plan the work.

The project will utilize six key procedures in the implementation of LPS. These steps require the input of the onsite Foremen/Field Supervisors for the subcontractors performing the work. As such, these leaders are required to participate in all the steps that are the LPS and be able to commit to perform work they know can be made ready for their crews and to collaborate with the team to ensure this work can be started and completed without interruption. The Last Planner for your crew must be involved before you mobilize to the project in order to attend these Phase Production Planning meetings.

**Pull Planning** – This represents the team's specific plan for how they intend to reach the milestone dates in the contract schedule. Pull plans must meet the contract schedule requirements, and teams must work together to achieve these project milestones. Turner requires team members to make and keep commitments based on their confidence that prerequisite work, design information, materials, labor, and equipment will be ready so they can start and complete installations meeting their commitments to reach milestones in the contract schedule.

**Production Planning** – This is simply the future weeks (typically six weeks) of the pull plans, updated with actual information weekly. Constraints preventing these activities in the next six weeks are identified and added to the constraint log. The Production Plan is prepared by Turner and distributed to the project team based upon the information collected in the pull-planning sessions and by actual weekly production results.

**Constraint Log** – The constraint log is maintained by Turner and used to aid the team in managing the Production Plan. A constraint is any information, material, equipment or resource needed to start and/or complete a specific task on the project, except prerequisite work. The constraint log is used to visualize and communicate information regarding constraints as well as to track and record commitments from individuals to remove the constraints.

**Weekly Work Plans (WWP)** –The WWP is a detailed day-by-day, one week production plan created by each trade foremen to plan the next week's work, based on the project's production plan. WWP's are due weekly at a time established by Turner for the work to be performed the following week. Turner will establish the format for WWP's and the method of delivery, typically in Microsoft Excel.

**Percent Plan Complete (PPC)** – PPC is a calculation of the team's planning reliability. This is done to identify trends preventing the reliability of commitments. The PPC represents the percentage of tasks completed as planned compared to the total number of tasks planned within the week.

**Daily Production Huddle** – Subcontractor foremen and Turner will meet for daily discussion with their peers from other trades and Turner field staff to assess the day's performance and discuss any new issues discovered. Turner's project superintendent will identify the time and place of the daily huddle.

# COVID-19
# Personal Protective Equipment

September 30, 2021

Since the announcement of the COVID-19 pandemic all employers have been required to develop programs that contain feasible means and methods to protect their employees from exposure to COVID-19 in the workplace which are compliant with CDC Guidance as well as Orders and Guidance that are issued by state and local regulatory and health authorities.

Turner Construction Company (the Company) has developed a COVID-19 Personal Protective Equipment (COVID-19 PPE) standard which is intended to provide means and methods that are believed to be consistent with current CDC Guidance and such Orders and Guidance. Turner is continuing to maintain additional COVID-19 PPE for Close Contact standards defined herein for the situations where six-foot distancing cannot be maintained while performing tasks/work between unvaccinated workers.

This COVID-19 PPE standard is incorporated into the Company's EH&S program for all projects and as such, the Company expects all trade partners to meet or exceed this standard through their own EH&S programs including informing their employees of this standard, training them in its various requirements and requiring the trade partners to monitor and take immediate corrective action when any variance from the standard are observed. If a trade partners standard is more stringent than what Turner requires, they should continue to follow their company COVID -19 safety protocols.

Note that the Company assumes no liability for any personal injury, medical expenses or other damages that may be sustained by any trade partner, its employees or any other person who may be at a Company worksite for actual or potential exposure to COVID-19 or for subsequent illness or treatment.

Should any trade partner, trade partner employee, or any other person who may be at a Turner worksite be unable or unwilling to work within the standard, then work requiring COVID-19 PPE shall not be performed and Turner shall be notified immediately by the trade partner, its employees or any other person so work can be re-evaluated.

Effective August 4, 2021, all Turner Employee's (vaccinated and unvaccinated) must wear a face covering when the CDC recognizes your office / project location to be in an area described as either "High" or "Substantial" Risk. See CDC COVID Data Tracker click here. This includes when the employee (vaccinated and unvaccinated) is indoors and not able to isolate (e.g., within a cubical or individual office). Projects in the superstructure phase of construction that have not been enclosed (permanent exterior envelope) are considered "outdoors".

This updated protocol is in line with the CDC's 7-27-21 Guidance and will be managed at a regional level by the Senior Vice Presidents. This updated protocol applies to all Turner personnel including tradespeople. Project Executives and Procurement will encourage all associated Owners, Designers, and Trade Partners to consider the same protocol with regards to face coverings. Regions are to follow state or municipal legislation if/when legislation is mandated and more stringent than current CDC guidelines.

**Note: Regional or Business Unit requirements for face coverings may be more stringent than the foregoing; If so, the more stringent requirements must be followed in those Regions or Business Units.**

**Additionally, the Operations Manager or General Manager must also evaluate for and assure the BU and projects follow:**

1. **Federal, state or local requirements that are more restrictive than Turner's current protocol**
2. **Owner requirements that are more restrictive than Turner's current protocol including, but not limited to, those that are contained in executed contracts**
3. **Building Management requirements that are more restrictive than Turner's current protocol**

In general, people are considered fully vaccinated:

- 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or
- 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine

If you don't meet these requirements, you are NOT fully vaccinated. Keep taking all precautions as detailed below until you are fully vaccinated. If you have a condition or are taking medications that weaken your immune system, you may NOT be fully protected even if you are fully vaccinated. Talk to your healthcare provider. Even after vaccination, you may need to continue taking all precautions as detailed below.

For individuals that are not fully vaccinated or those that are immunocompromised, Turner requires a double layer cloth or fabric face covering or mask be worn over their nose and mouth and a maintenance of 6' physical distancing except in the following circumstances:

- When you are outdoors and maintaining more than six feet of physical distance from any other person.
- When seated and alone in your cube or office and maintaining more than six feet of physical distance from any other person.
- When you are working alone in areas not accessible to others.
- While eating and drinking and distanced at least 6 feet from others.
- While operating equipment in closed cabs.
- When alone in vehicles with no passengers.

**Face Covering Requirements**

Everyone who is required to wear a face covering or mask must wear it over the nose and mouth while physically distancing at 6' or greater and wear COVID-19 PPE for Close Contact when working closer than 6' for more than 10 minutes in the aggregate. As a reminder, the most effective PPE protection against COVID-19 is a KN95 or surgical mask worn over the nose and mouth.

Turner

# COVID-19
# Personal Protective Equipment

September 30, 2021

Turner required double layer face covering is defined as two layers of washable/breathable fabric and at least one layer is cotton which is worn over the nose and mouth. This includes gaiters, bandanas, and cloth face coverings.

An N95 mask with a one-way valve does not provide protection from spreading COVID-19. Therefore, the N95 with a one-way valve is not acceptable for providing COVID-19 protection on Turner sites.

Turner is committed to actively caring for the safety, health and wellbeing of everyone on our project sites and in our offices. CDC guidelines suggest that regardless of vaccination status certain things such as using alcohol-based hand sanitizers, washing your hands, and disinfecting surfaces frequently are still the best practices to prevent the spread of the COVID-19 virus.

To reduce the potential exposure and spread of COVID-19, minimum requirements for COVID-19 PPE for Close Contact Work should be followed when engineering, administrative, and elimination of risk controls cannot maintain six-foot distance between unvaccinated workers on Turner project sites thereby putting them in close contact with one another.

Since the vaccination status of staff and workers is managed on an honor system , all tasks and work should first be reviewed in an effort to maintain six-foot distance between workers. A risk assessment and Pre-Task Plan (PTP) evaluating and documenting the controls put in place should be completed and reviewed with all workers.

**Pre Task Planning**

The risk assessment will contain the following questions that must be addressed:

1. Will the crew be comprised of vaccinated and unvaccinated individuals?
    - If yes, what is the plan to assure worker safety and health between the vaccinated and unvaccinated workers?

2. Will the work as planned in the PTP allow for six foot distancing?
    - If the answer to this question is yes, then proceed with the work as planned in the PTP; including, at a minimum a Turner required double layer face covering that covers the nose and mouth (double layer cotton cloth mask, bandana, or buff) for anyone who is not fully vaccinated. If the work is indoors all workers regardless of vaccination status will be required to wear a minimum of a double layer face covering that covers the nose and mouth. Additionally a more efficient filtering mask like the surgical, KN95, or similar mask can also be worn. Note: all work must be evaluated for the appropriate minimum PPE required by OSHA.

3. If the work as planned in the PTP does NOT allow for six foot distancing, ask if there are there alternative methods to put the work in place that will maintain a six foot distance? Consideration must also be taken for maintaining a six foot distance between other trade partner crews when planning the work.

- If the answer to question 3 is no, fill out the section of the PTP titled Close Contact Work. The PTP should include:
  1. Minimum **COVID-19 PPE for Close Contact Work** requirements
     - Surgical mask or KN95 ***and*** safety glasses
  2. Training on the task risks and how to wear; put on, take off, clean and store the PPE

**Eyeglasses / safety glasses - Fogging**
Eyeglasses and safety glasses may fog when wearing a mask or Turner required double layer face covering. In order to prevent this you can apply an anti-fog spray, balm, or wipe prior to use and reapply as needed. While Turner does not endorse any specific products, we have experienced good results from products like Bausch & Lomb Fogshield XO and Site Saver, Splaqua Anti-fog, Hendlex, Optix 55, and iGK Anti-fog. If your eyewear continues to fog, please contact your supervisor or EH&S Manager and they will assist with either a different application or helping you find alternate anti-fogging eye protection products.

**Trade partners/vendors must have a program that is equal to or greater than the standards contained herein.**
In addition to the PTP, each trade partner/vendor is responsible for having a COVID-19 risk mitigation plan that includes how they will protect both their vaccinated and unvaccinated workers as it pertains to COVID-19. The plan should address at a minimum:

- Site entry, what to do if sick, handwashing, etc.
- Risk assessment for each scope of work addressing mixed vaccination status employees, maintaining six foot distancing including dispersion of workers, crew sizes, density of crews, daily huddle and gatherings
- Assigning a monitor to assure a safe work environment is provided for all workers
- Employee training, education and safe work practices and how that is communicated and documented for each worker
- Minimum COVID-19 PPE for distanced and close contact work of unvaccinated and fully vaccinated workers
- Inspection criteria to review the plan
- Regular cleaning and disinfecting protocols
- Physical distancing standards and protocols for crews
- How they will meet and follow these standards and current CDC guidelines (which may be modified from time to time).

**Per OSHA guidelines, employers are required to train each employee who must use PPE on the following:**

- When PPE is necessary.
- What PPE is necessary.
- How to properly put on, take off, adjust and wear the PPE.
- The limitations of the PPE.
- Proper care, maintenance, useful life and disposal of PPE.

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# COVID-19
# Personal Protective Equipment

September 30, 2021

*Per OSHA guidelines in 72 FR 64341 citing 29 CFR 1926 - Employer Payment for Personal Protective Equipment (November 15, 2007) each Employer is required to provide required PPE at no cost to their employees.*

In addition, trade partners/vendors are required to train their employees on the standards outlined in this plan. Documentation of this training must be submitted to the Turner Superintendent prior to the commencement of any work.

**Establish a Changing/Cleaning Area**
A “Changing/Cleaning Area” will be provided by Turner for individuals to remove, clean, or dispose of PPE properly. This area will need to include a hand washing station (hot and cold water or tepid water), PPE cleaning supplies, a trash can with a lid, and a way to maintain six foot distance from other workers.

Since workers are encouraged to remain close to their work areas throughout the day, trade partners can establish their own changing/cleaning areas (a floor above or below) so workers can have a place to clean up when they take breaks, lunch, and remove PPE at the end of the day. At the end of the shift this area must be cleaned with an EPA approved disinfectant.

**CDC recommended sequence to put on PPE is as follows:**
**Putting on a mask:**

- Place it over the nose, mouth and chin.
- Fit the flexible nose piece over the bridge of the nose.
- Secure it on the head with ties or elastic.
- Adjust it to fit.
- If the mask has two elastic head bands, these should be separated. With the mask over the nose, mouth and chin, stretch the bands over the head and secure them comfortably – one on the upper back of the head and one below the ears at the base of the neck.

**Putting on goggles and face shield:**

- Position goggles over the eyes and secure to the head using the ear pieces or headband.
- Position the face shield over the face and secure it on the brow with the headband.
- Adjust for comfort.

**Putting on gloves:**

- Gloves are the last element of PPE to be applied.
- Extend the hands into the gloves and extend the gloves to cover the wrist of the gown or Tyvek suit.
- Tuck the cuffs of the gown securely under each glove. (If gown or Tyvek Suit are not being worn pull gloves to cover over wrist)
- Adjust for comfort and dexterity.

Turner

# COVID-19
# Personal Protective Equipment

September 30, 2021

**Safe Work Practices:**

- Keep gloved hands away from the face
- Avoid touching or adjusting other PPE
- Remove gloves if they become torn; perform hand hygiene before putting on new gloves
- Limit surfaces and items touched
- Change when torn or heavily contaminated
- Perform hand hygiene

Follow the links below for CDC sequencing for putting on or taking off PPE. Post these in each area where PPE will be put on or taken off.
https://www.cdc.gov/hai/pdfs/ppe/ppe-sequence.pdf
https://www.cdc.gov/hai/pdfs/ppe/ppeposter148.pdf

**Cleaning Requirements After PPE Use**
These standards for cleaning must be followed every time a person must remove their PPE. For example, morning break, lunch, afternoon break, end of day, if PPE is removed for a cigarette break, or to use the restroom.

1. Remove and dispose of gloves per CDC guidelines. Do not touch outside of gloves.
2. Wash hands immediately with soap and water for at least 20 seconds.
3. Remove mask without touching outside or front. If it still maintains functionality, place in a paper bag for reuse and label who it belongs to. That person should retain control of their mask. Used masks should never be shared with another person.
4. Wash hands immediately with soap and water for at least 20 seconds.
5. Remove hard hat and goggles or face shield by loosening straps. Do not touch the front of the goggles or face shield. Clean thoroughly with soap and water or alcohol-based wipe or virucidal type cleaning solution
6. Wash hands immediately with soap and water for at least 20 seconds.
7. Remove protective clothing without touching outside of the garment and turn garment inside out before disposal.
8. Wash hands immediately with soap and water for at least 20 seconds.
9. Discard all non-reusable PPE in a trash receptacle with a lid.
10. Wash hands immediately with soap and water for at least 20 seconds.

UK HealthCare

# NOTICE

February 24, 2022

This notice is being sent to you as a contractor of the University of Kentucky. Under the CMS Vaccine Mandate, COVID vaccination (or a religious or medical exemption) is now mandatory for anyone providing services to UK HealthCare, as laid out in UK HealthCare policy A03-125.

**Immediately**, UK HealthCare requires all contractors to meet the following criteria before reporting to work at any UK HealthCare facility.

- Provide proof of at least the first dose of a two-dose series (or a single dose of Johnson & Johnson); or
- Provide proof of an employer-approved or requested exemption from the COVID-19 vaccine.

By **March 15, 2022**, UK HealthCare will require all contractors to meet the following criteria before reporting to work at any UK HealthCare facility.

- Provide proof of the second dose of a two-dose series (or a single dose of Johnson & Johnson); or
- Provide proof of an approved exemption from the COVID-19 vaccination requirement by the Contractor's exemption process for medical contraindications or a sincerely held religious belief in accordance with the CMS requirements.

Beginning **March 16, 2022,** UK HealthCare will require all contractors to be fully vaccinated (i.e., two weeks past completing their complete COVID-19 vaccination series) before reporting to work at a UK HealthCare facility.

We are requesting all contractors take an active approach in supporting our requirements,validating vaccinations, and testing compliance where needed. **We are relying on you to:**

- ✓ Provide to UK a list of staff assigned to the project. Said list shall identify
  - o Name, DOB, Vaccine Manufacturer, and date of doses received
  - o Which staff have received an approved exemption
  - o Dates of weekly PCR testing if the individual has an approved exemption

- ✓ Acknowledge that individuals who do not comply with the timelines outlined above will not be permitted to work at any UK HealthCare facility.

- ✓ Acknowledge that individuals who have an exemption that meets a CMS vaccine religious or medical exemption will be required to follow weekly PCR surveillance testing. Any individual inthis group who fails to follow surveillance measures will not be permitted to work at any UK HealthCare facility.

- ✓ Communicate protocol requirements to individuals working within any UK HealthCare facility. This includes symptom screening expectations, wearing a mask and appropriate PPE and practicing social distancing.

- ✓ Universal masking (across all UK HealthCare facilities) is required at all times except when eating or drinking. **Cloth masks are not allowed in any of the UK HealthCare facilities. Only surgical masks, KN95, or N95 masks are allowed.**

We thank you for your continued partnership and support.

# Frequently asked questions

1. **Where should I send my staff lists indicating vaccination and exemption status?**
   You should designate a point person for COVID Vaccination information. Someone from UK will be reaching out to that point person with additional details on how to submit your vaccination information to a centralized portal. You may also e-mail your vaccination information to denise.cooper@uky.edu.

2. **Do I need to send you PCR testing results for those staff on an approved exemption?**
   Yes. If the individual is working within the facility with an approved exemption, their weekly PCR tests should be reported using the contractor submission portal.

3. **Our staff are in the hospital on a weekly basis. How often will staff with an approved exemption need to be tested.**
   Right now, PCR testing is required weekly.

4. **What notification is needed if a staff member turns positive after a shift at UK HealthCare?**
   Please contact the UK HealthCare Infection Prevention & Control by phone (859-323-6337) as soon as the information is known.

5. **For staff just starting their vaccination series, what is the deadline for completing and meeting themandate protocol?**
   All staff must have one dose or a requested exemption at this time. By March 15, 2022, all staff must have the second dose of a two-dose series or an approved exemption. From March 16, 2022 moving forward all staff must be fully vaccinated (14 days post the second dose of a two-dose series) or have an approved exemption.

6. **Is there someone I can contact if I have questions about the exemption process or working through an exemption request?**
   A sample decision grid has been provided to support you (if you don't already have a process in place). You can also contact us at vaccinequestions@uky.edu. We will work to respond to you within one business day.

7. **Is UK HealthCare offering vaccinations to agency/vendor staff?**
   Yes. Vaccination against COVID-19 is now available for anyone age 5 and over. Vaccination is being offered byUK HealthCare for free, and insurance is not required. Full details are available on our COVID-19 vaccination information website: https://ukhealthcare.uky.edu/covid-19/vaccine.

**SAMPLE: COVID – 19 Declination Process and Outcome Expectations**

| Declination Request Reason | Additional Details | Outcome | Expectation for all unvaccinated persons in a UK HealthCare facility |
|---|---|---|---|
| **Religious** | Letter expressing sincerely held religious beliefs as to COVID-19 vaccine | Approved with education and access to vaccination resources | Please communicate all protocols to the Industry Representatives and Clinical contractors from your agency. This includes screening expectations, hand washing, wearing a mask and practicing social distancing. (https://covid-19.ukhc.org/wp-content/uploads/sites/121/2020/06/COVID-19-Screening-Protocol-for-Students-Learners.pdf). |
| **Medical** | Written letter from provider that documents clinically indicated contraindication to previous dose of COVID-19 vaccine; or documents specific allergy to the vaccine or a component of the vaccine | | |
| | Any other medical reasons, that does not include clinically recognized contraindication to a previous dose of the vaccine | Denied request, with education and access to vaccination resources | |

TSIB

UK 12th Floor Renovation

Lexington, KY

Turner

# Contractor Controlled Insurance Program Manual

Manual Date: January 7, 2022

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# Section 1

## CCIP Overview

Welcome to the Turner Contractor Controlled Insurance Program (CCIP). Turner Construction Company (Turner) has purchased the coverage and is therefore the Sponsor of the CCIP. A CCIP is a coordinated insurance program where Turner provides specified coverage for enrolled contractors performing work at the project site. Turner Surety and Insurance Brokerage (TSIB) is the administrator for the CCIP.

### Bid Instructions

You are required to prepare your bid to exclude the cost of your insurance for onsite Workers' Compensation, Employer's Liability, and Primary & Excess General Liability. You must calculate the cost of insurance to be removed from your bid based on your current insurance rates at the time of bid. Turner may modify bidding and insurance cost identification procedures as necessary based on the specific project requirements.

### Conflicts

In the event of a conflict, the provisions of the Subcontract Agreement and any other related Subcontract Agreements shall supersede the provisions of this Manual. Likewise, in cases of conflict regarding CCIP Coverage, the provisions of the policies supersede the provisions of this Manual.

## Project Definitions

The following list includes key CCIP definitions:

**CCIP**

Contractor Controlled Insurance Program.

**CCIP Coverage**

Workers' Compensation and Employer's Liability Insurance, General Liability Insurance, and Excess Liability Insurance as detailed in the CCIP Insurance policies for the benefit of Turner and Enrolled Parties performing work at the Project Site.

**CCIP Administrator**

The party that provides Administration Services for the CCIP. Turner Surety & Insurance Brokerage, Inc. (TSIB) is the CCIP Administrator for this project.

**CCIP Insurer**

The insurance company(s) named on a policy or Certificate of Insurance (COI).

**CCIP Sponsor**

The party that purchases the CCIP. On this project, Turner Construction Company (Turner or Turner Construction) is the Sponsor of the CCIP.

**California Affirmation Audit**

The California Workers' Compensation Insurance Rating Bureau (WCIRB) routinely audits insurers use of limiting and restricting endorsements to ensure compliance with CA regulations. Title 10 of the California Code of Regulations requires insurers to obtain written documentation from the policyholder confirming that other coverage is in place (or is lawfully uninsured/self-insured) for the employees, operations, and locations excluded by a limiting and restricting endorsement. The California WCIRB completes affirmation audits to ensure compliance with Title 10.

**California Limiting & Restricting Endorsements**

A limiting and restricting endorsement is defined under the California Code as "an endorsement that excludes from coverage some portion of Workers' Compensation Liability for which the Employer is required to secure payment pursuant to the Labor Code." They include officer, operations, and location exclusions. For Enrolled Contractors, this applies to offsite operations.

**Contract Agreement**

A written agreement between Contractors of any tier.

**Contractor**

General Contractor and Subcontractor of any tier.

**Eligible Parties**

Contractors performing labor or services at the CCIP Project Site. Sponsor reserves the right to enroll or exclude any party at its sole discretion.

**Enrolled Parties**

Those Eligible Parties who have submitted all necessary enrollment information, have been accepted and enrolled into the CCIP, and who have received a Welcome Letter and Certificate of Insurance as evidence of enrollment.


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**Excluded Parties**

At the discretion of Turner, or subject to state regulations, the following parties are excluded (not eligible) from enrollment in the CCIP:

1. Hazardous materials remediation, removal and/or transport companies and their consultants;
2. Any Subcontractor performing structural demolition which is the moving or relocating of load bearing beams, columns, or walls;
3. Architects, engineers, soil testing engineers, surveyors, and their consultants;
4. Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site;
5. Subcontractors, and any of their respective Sub-subcontractors, who do not perform any actual labor on the Project Site;
6. Building implosion Subcontractors of any tier, or Subcontractors of any tier involved with blasting or the use of explosives;
7. Window washing systems (davit type systems or equivalent).
8. Any Subcontractor of any tier involved with Exterior Insulation Finishing Systems (EIFS)
9. Any other Subcontractor of any tier which Turner, at its sole discretion (and as permitted by law), chooses to exclude from enrollment.

**Project Site**

The project location designated by the "Sponsor" and on file with the Insurer and as defined as the "Project" in your Contract. Any adjacent or nearby areas as defined in the project documents where incidental operations are performed, excluding permanent locations of any insured party.

**Work Description**

Enter Description Here

**Wrapworks**

The RMIS system used by all Contractors to manage their requirements for the CCIP. [wrapup.vuewrapup.com/contractorportal](wrapup.vuewrapup.com/contractorportal)

wrapworks


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## CCIP Project Directory

Below are the contacts you will need while you are Enrolled in the CCIP.

| TSIB Administration Team | |
|---|---|
| **Program Manager** | Name: Melissa Jarrett<br>Phone: 256.665.1300<br>Email: mjarrett@tsibinc.com |
| **Wrap Administrator** | Name: Brandon McLawhon<br>Phone: 203.945.1765<br>Email: rmclawhon@tsibinc.com |

| Turner Construction Project Team | |
|---|---|
| **Project Manager** | Name: Benton Stegman<br>Phone: 513.309.1315<br>Email: astegman@tcco.com |
| **Site Safety Manager** | Name:<br>Phone:<br>Email: |
| **Project Superintendent** | Name:<br>Phone:<br>Email: |
| **Project Engineer** | Name:<br>Phone:<br>Email: |
| **Claim Coordinator** | Name: Emily Viltrakis<br>Phone: 513.404.1060<br>Email: eviltrakis@tcco.com |
| **CCIP Coordinator** | Name: Marissa Hendren<br>Phone: 859.396.7482<br>Email: mhendren@tcco.com |



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Section 3

## CCIP Insurance Coverage Summary

This Section provides a brief description of coverage provided by the CCIP. Participants should refer to the actual CCIP insurance policies for details about coverage, exclusions, and limitations.

**Disclaimer**

Neither Turner nor TSIB assumes any obligation to provide insurance other than what is specified in this Manual and the CCIP insurance policies. Turner's arranging of CCIP coverages shall in no way relieve or limit, or be construed to relieve or limit, Subcontractor or any of its Sub-subcontractors of any responsibility, liability, or obligation imposed by the Contract Agreement or by law, including without limitation any indemnification obligations which Subcontractor or any of its Sub-subcontractors to Turner or any other designated entity thereunder. Turner reserves the right at its option, without obligation to do so, to arrange other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Agreement.

### Overview

As the CCIP Sponsor, Turner has arranged with TSIB for this Project to be insured under Turner's CCIP. Eligible Parties performing labor or services at the Project Site are eligible to enroll in the CCIP unless they are an Excluded Party. The CCIP provides Workers' Compensation and Employer's Liability, General Liability, and Excess Liability insurance for the benefit of Enrolled Parties, as summarily described below, in connection with the performance of the Work. CCIP Coverage shall cover only Enrolled Parties. Enrolled Parties are:

- Turner
- Eligible Contractors of any tier
- Any persons or entities that Turner at its sole discretion may designate to enroll in the CCIP

Each Enrolled Party is provided a Welcome Letter and Certificate of Insurance (COI) as evidence of enrollment.

### Excluded Parties

Excluded Parties are not granted any insurance coverage under the CCIP. Excluded Parties must meet the insurance requirements in their Contract Agreement and provide evidence of their insurance coverage to both Turner and TSIB.

Excluded Parties shall require each of its Sub-Subcontractors to obtain and maintain the insurance coverage specified in the Contract Agreement. Excluded Contractors are to confirm there **are no Wrap-Up Exclusions on their policies**. Should there be a Wrap-Up Exclusion, a copy must be provided for review.

# Section 3

## Evidence of CCIP Coverage

The Wrap Administrator will provide a COI evidencing CCIP Coverage to include Workers' Compensation, General Liability, and Excess Liability insurance to each Enrolled Party. Each Enrolled Party will be included as a Named Insured to the CCIP General Liability and Excess Liability policies. A copy of the primary General Liability policy can be obtained upon a Contractor's written request to the Wrap Administrator.

## Description of CCIP Coverage

The summary descriptions of the CCIP Coverage in this Manual are not intended to alter or amend the actual CCIP Coverage. Rather, the CCIP Coverage and Exclusions summarized in this Manual are set forth in full detail in their respective insurance policy forms. In the event any provision of this Manual conflicts with the CCIP insurance policies, the provisions of the actual CCIP insurance policies shall govern.

CCIP Coverage shall apply only to Enrolled Parties and only for those operations or activities performed at the Project Site in connection with the Work.

# CCIP Coverage Summary

Turner will provide the following CCIP Coverage to Enrolled Parties performing Work at the Project Site.

## Workers' Compensation & Employer's Liability

A separate Workers' Compensation policy or an endorsement will be issued to each Enrolled Party.

| Coverage | Limits |
|---|---:|
| **Part One** | |
| **Workers' Compensation** | Statutory Limit |
| | Annual Limits |
| **Part Two** *(per Enrolled Party)* | |
| **Employer's Liability** | |
| Bodily injury by Accident, each accident | $2,000,000 |
| Bodily injury by disease, each employee | $2,000,000 |
| Bodily injury by disease, policy limit | $2,000,000 |

Notes:

- This does not cover the offsite operations of any Enrolled Party.
- Primary insurance for all covered occurrences at the Project Site.

## General Liability

A single General Liability policy will be issued for all Enrolled Parties. Each Enrolled Party will be a Named Insured on the CCIP General Liability policy.

**Coverage:** Third Party Bodily Injury, Property Damage Liability, and Personal & Advertising Liability per the policy terms, conditions, and exclusions.

| Primary Policy | Limits |
|---|---|
| **General Aggregate Per Project** | $10,000,000 |
| **Completed Operations Aggregate Per Project** | $10,000,000 |
| **Each Occurrence Limit** | $5,000,000 |
| **Fire Damage Legal Liability (any one fire)** | $100,000 |
| **Medical Expense Limit (any one person)** | $5,000 |

Terms:

- The General Liability limits are shared amongst all Enrolled Parties.
- General Liability insurance should be issued on an Insurance Services Office (ISO) form or its equivalent.
- Provides primary coverage for all covered occurrences at the Project Site.
- Does not provide coverage to any Insured Party, Vendor, Supplier, offsite Fabricator, Material Dealer, or other party, for any product manufactured, assembled, or otherwise worked on away from the Project Site.
- Does not cover offsite operations or activities of any Enrolled Party.
- Completed Operations coverage is extended with a single non-reinstated aggregate limit for the period beginning from the earliest occurrence of:
    - i. when the Project is put to its intended use
    - ii. project completion, or
    - iii. CCIP policy termination, and ending after the earlier occurrence of
        - a. Ten (10) years or
        - b. The expiration of the applicable statute of repose established per the civil code or statute of the state where the Project is located. Consult your Insurance Broker and/or legal counsel for additional information regarding the statute of repose for the state where the Project is located.

## Excess Liability

A tower of Excess Liability coverage will be issued, covering all Enrolled Parties.

| Coverage | Limits |
|---|---|
| **Each Occurrence Limit (Combined Single Limit)** | $100,000,000 |
| **Completed Operations Aggregate Per Project** | $100,000,000 |
| **Annual General Aggregate Limit Per Project** | $100,000,000 |

## Coverage NOT provided by the CCIP

The CCIP does not provide Enrolled Parties all of the required coverage that may be needed for their Work at the Project Site. Notably, the CCIP does not provide Automobile Liability, Professional Liability, Pollution Liability, or coverage for any Enrolled Party's rented, owned, leased or borrowed equipment, or materials not included for inclusion in the project. Enrolled Parties should consult with their Broker/Agent to arrange any coverage that may be needed in addition to the CCIP.


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Section 4

## Contractor Obligations & Insurance Requirements

Contractors of any tier are required to provide and maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All COI's must be submitted to the Wrap Administrator prior to start of Work at the Project Site.

The required coverage must protect the Project Owner, Turner, the Subcontractor, and all others as required by the Contract Agreement. Liability may arise from the Subcontractor of any tier's operations performed away from the Project Site, performed by Excluded Parties, or activities not covered by the CCIP. Insurance coverage must be maintained for the duration defined in the Contract Agreement.

### Contractor's CCIP Obligations

Subcontractor shall:

1. Incorporate the terms of this Manual in all Contract Agreements.
2. Within five (5) days of execution of the Contract Agreement, or no less than thirty (30) days before Mobilization onsite:
    - Enroll in the CCIP
    - Maintain enrollment in the CCIP
    - Ensure that Subcontractor's eligible Sub-Subcontractors enroll in the CCIP
3. Comply with all of the administrative, safety, claims management, insurance, and other requirements contained in this Manual, the CCIP insurance policies, and the Contract Agreement.
4. Provide each of its Sub-Subcontractors with a copy of this Manual and ensure Sub-Subcontractor compliance with the provisions of this Manual, the CCIP insurance policies, and the Contract Agreement. The failure of
    - Turner to include this Manual in the bid documents, or
    - Subcontractor to provide each of its eligible Sub-Subcontractors with a copy of it,

   Shall not relieve the Subcontractor or any of its Sub-Subcontractors from any of the obligations contained therein.
5. Provide evidence of required insurance to Turner and the Wrap Administrator at the time of enrollment and/or within 5 business days from the requested notification.
6. Subcontractor shall access Wrapworks and upload copies of their Rate Pages/Declaration Pages for:
    - Workers' Compensation
    - General Liability
    - Excess or Umbrella
    - Deductible Endorsement (if applicable)
    - Other requirements set forth in Section 6 to verify the Insurance Cost calculation.

7. Be solely responsible for the recovery of any Sub-Subcontractor Insurance Cost attributable to such Sub-Subcontractors' eligibility for participation in the CCIP. If unit pricing is the basis for the Subcontract price, Turner may, at its option, apply a "per unit" Subcontractor Insurance Cost where appropriate.
8. Notify the Wrap Administrator and Turner's Designated Person of all Sub-subcontracts awarded (first tier and subsequent tiers). Accordingly, the Subcontractor shall require all Sub-Subcontractors to submit an online Application for Enrollment and all documents required to verify their Insurance Cost.
9. Provide the estimated onsite payroll amount for their Work and their enrolled Sub-Subcontractors for its Work. Subsequently identify estimated onsite payroll for each Change Order request.
10. Require all of its Sub-Subcontractors to acknowledge in writing, that Turner and TSIB are not the CCIP Insurer nor are they Agents, Partners, or Guarantors of the insurance companies providing coverage under the CCIP and that Turner and TSIB are not responsible for any claims or disputes between or among Subcontractor, its Sub-Subcontractors, and any CCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the CCIP coverages that Subcontractor or any Sub-Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be the Subcontractor's or its Sub-Subcontractor's sole responsibility and expense and shall not be billed to Turner, TSIB or the Owner.
11. Cooperate fully with the TSIB and the CCIP Insurers, as applicable, in their administration of the CCIP.
12. Notify the Wrap Administrator immediately of any insurance cancellation or non-renewal of Subcontractor's and Sub-Subcontractor's required insurance and any subsequent reinstatement of coverage.
13. At Turner's discretion**,** Subcontractors may be required to pay a sum of up to $5,000 of each occurrence, including court costs, attorney's fees and costs of defense for Bodily Injury or Property Damage to the extent losses payable under the CCIP General Liability Policy are attributable to Subcontractor's Work, acts or omissions, or the Work, acts or omissions of any of any other entity or party for whom Subcontractor may be contractually or legally responsible.
14. Acknowledge that Turner shall pay the costs of premiums for the CCIP coverages on behalf of all Enrolled Parties and will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Accordingly, each Subcontractor and each of its Sub-Subcontractors agrees to assign to Turner the right to receive all such adjustments.
15. Subcontractors are required within 24 hours to report a claim or incident to the Turner Site Designated Person; failure to do so may result in a $5,000 penalty.

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Section 4

## Enrollment Procedures

The application for Enrollment is required to be completed online via Wrapworks. Section 2 of this Manual provides the Project's Wrap Administrator's contact information should you require or need assistance. It's important to note that **Enrollment is NOT automatic.**

Each Subcontractor and Sub-Subcontractor shall provide details about its Sub-Subcontractors as necessary during the CCIP enrollment. The information requested on the online application for Enrollment is mandatory for Enrollment. The online application must be completed through Wrapworks and CCIP coverage subsequently confirmed by the Wrap Administrator, prior to mobilization or the start of Work to obtain CCIP Coverage.

A separate online application for Enrollment is required for each eligible Sub-Subcontractor of any tier that performs Work at the Project Site.

The Wrap Administrator will issue each Enrolled Party a Welcome Letter and a CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP.

### Late Enrollments/Late Reports

Should the insurance carrier(s) or any regulatory agency assess a fine or penalty for late enrollment and/or late reporting, Turner reserves the right to assess these fines to the Subcontractor. This reservation of rights applies whether fines and/or penalties are due to a Subcontractor or any of its Sub-Subcontractors. If a fine or penalty is assessed to a Sub-Subcontractor, the Prime Tier Subcontractor is solely responsible for recovering the fine or penalty amount from its Sub-Subcontractor(s).

## Identifying and Verifying Insurance Costs

Under the CCIP, Turner provides certain insurance (CCIP Coverage) for Enrolled Parties for Work performed at the Project Site and pays the premium for the CCIP Coverage. Accordingly each Enrolled Party will be required to identify their amount of insurance costs that were removed from their bid and submit copies of their policy documents to the Wrap Administrator for verification. The Wrap Administrator will provide the Enrolled Party with the insurance cost calculation once all documents have been provided. This is done by uploading all the required documents to Wrapworks.

As part of the enrollment process eligible Subcontractors of any tier are required to upload insurance policy pages that document their coverage and insurance rates using Wrapworks. Required documentation includes the following pages from the Workers' Compensation, General Liability, and Excess or Umbrella policies:

- Declaration or Information Page
- Rate Page(s)
- Experience Modification Verification (Workers' Compensation only)

If the Subcontractor is "Self-Insured," and carries a deductible or declares a dividend credit for its Workers' Compensation and/or General Liability program, then the following must also be provided:

- Deductible Page(s)
- Summary- Five (5) Years of loss history for entities that retain losses
- Summary- Five (5) Years of audited payroll by annual total

Until each Subcontractor or Sub-Subcontractor submits all required documentation to enable verification and calculation of the Subcontractor of any tier's Insurance Cost, an Insurance Cost of up to but not greater than 10% of the contract value may be assigned by Turner. Failure to submit the required documentation may result in a higher Final Insurance Cost Adjustment (if applicable).

## Payroll Reports

Each Enrolled Party is required to submit payroll and work hour information each month using Wrapworks. Enrolled Parties must report payroll expended at the Project Site for each applicable Workers' Compensation classification that was included in the Subcontractor's application for Enrollment.

A monthly payroll report must be submitted for each month, including months where there was zero payroll or work hours, until completion of the Work under each Subcontract. For those Subcontractors performing Work under multiple Contract Agreements, a separate monthly payroll report is required for each Subcontract.

The monthly payroll report should include reportable payroll for all CCIP qualified employees, including onsite supervisors and onsite clerical personnel. Please follow the required Statutory Guidelines in the state the project is located as to what is reportable.

This is in addition to any Federal, State or Local requirements for the project (i.e. LCP Tracker, Certified Payroll Reports, etc.).

All payrolls submitted for this project should be excluded from the payroll submitted to your corporate insurance carrier(s) to avoid paying premiums for exposures covered by the Turner CCIP. The COI issued to you for coverage can be used to provide evidence of your enrollment in the Turner CCIP to your corporate insurance carriers.

## Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Subcontract. Such records must allocate payroll by Workers' Compensation classification(s). Please follow the required Statutory Guidelines in which the project is located. It is important that you properly classify payrolls, as these are reported to the Rating Bureau for promulgation of future experience modifiers for your firm.

All Enrolled Parties shall make available their:

- Books
- Vouchers
- Contracts
- Documents
- Payroll Records
- Prior Loss History Information
- Safety Records or History
- Certified Copies of Insurance Coverages
- Declaration Pages of Coverages
- Certificates of Insurance
- Underwriting Data
- Insurance Cost Information
- OSHA Citations

Or any other data/information as Turner, TSIB, CCIP Insurers including the CCIP Insurer Auditors, or other Turner Representatives may request in the administration or payroll audit of the CCIP, or as required by this Manual. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

## Withholding of Payments

In the event a Turner audit of a Subcontractor's (of any tier) records reveal a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Agreement, or reveals the inclusion of any Insurance Cost in any payment for the Work, Turner shall have the right to withhold or deduct from the Subcontract price all such Insurance Cost amounts. If the Subcontractor or its Sub-Subcontractor fail to timely comply with the provisions of this Manual, Turner may withhold any payments due Subcontractor and its Sub-Subcontractors until such time as they have met the requirements of the CCIP as outlined this Manual.

Failure to submit any information required by the CCIP may result in the withholding of payments by Turner until required documentation is received.


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Section 4

## Insurance Requirements

A sample COI that includes the requirements for Waiver of Subrogation, Primary and Non-Contributory language, and Additional Insured status is provided at the end of this section of this CCIP Insurance Manual.

The additional insured endorsement utilized for the General Liability policy must provide coverage as broad as that available under the ISO CG 20 10 and CG 20 37 or their equivalent endorsement(s). The insurance obtained by the Subcontractors of all tiers shall not contain any Wrap-Up Exclusion or Wrap-Up Excess Endorsement that would bar or limit available coverage where the Subcontractor is not enrolled in the CCIP, or in instances where liability arises out of Work performed by an Enrolled Subcontractor away from the CCIP jobsite (i.e. offsite activities).

In the event that the law of the state in which the project is located (or another applicable law) limits the indemnity obligations of the Subcontractor, then the indemnity obligations of the Subcontractor shall be enforced to the fullest extent permitted by applicable law, and this Manual shall be read to conform to such law.

### Insurance Requirements for Activities/Operations Not Insured Under the CCIP

Refer to your Contract Agreement for limits and coverages.

### Workers' Compensation & Employer's Liability

Enrolled Parties will provide evidence of Workers' Compensation insurance coverage for all activities away from the Project Site.

Excluded Parties will provide evidence of Workers' Compensation insurance coverage for all activities at and away from the Project Site.

| Coverage | Limits |
|---|---|
| **Part One** | |
| Workers' Compensation | Statutory Limit |
| | |
| **Part Two** | |
| Employer's Liability | Annual Limits |
| Bodily injury by Accident, each accident | $1,000,000 |
| Bodily injury by disease, each employee | $1,000,000 |
| Bodily injury by disease, policy limit | $1,000,000 |

**California Projects**
The California Workers' Compensation Insurance Rating Bureau (WCIRB) routinely audits the insurers' use of limiting and restricting endorsements to ensure compliance with CA regulations. Title 10 of the California Code of Regulations requires insurers to obtain written documentation from the policyholder confirming that other coverage is in place (or is lawfully Uninsured/Self-Insured) for the employees, operations, and locations excluded by a limiting and restricting endorsement. The California WCIRB completes affirmation audits to ensure compliance with Title 10.

A limiting and restricting endorsement is defined under the California Code as *"an endorsement that excludes from coverage some portion of Workers' Compensation Liability for which the employer is required to secure payment pursuant to the Labor Code."* They include officer, operations, and location exclusions. For Enrolled Contractors, this is coverage away from the project site.

In order to comply with Title 10 of the California Code, if Enrolled, you must confirm existence of Workers' Compensation away from the Project Site by entering your current Workers' Compensation coverage information and checking the affirmation box in Wrapworks. If exempt, you must also check the affirmation box to verify you are lawfully Uninsured/Self-Insured.

## General Liability/Umbrella or Excess Liability
Enrolled Parties shall provide evidence of General Liability insurance for offsite activities with Turner and other required parties named as Additional Insured (ISO CG 20 10 and CG 20 37 or their equivalent) to the policy. Coverage will apply away from the Project Site.

Excluded Parties shall provide evidence of General Liability insurance applicable to this Project Site and must name Turner and other required parties named as Additional Insured (ISO CG 20 10 and CG 20 37 or their equivalent) to their policy. Coverage will apply both onsite and offsite.

The required General Liability insurance shall include:
- Completed operations,
- Contractual liability insuring against the liability assumed herein
- Personal injury liability
- Broad form property damage (including completed operations), and explosion
- Collapse and underground hazards

With the following minimum limits:

| Primary Policy | Limits |
| --- | --- |
| Combined Single Limit | As stipulated in Article XXIV of the Contract Agreement, in the Invitation to Bid, or as otherwise instructed by Turner or your hiring Contractor. |

### Automobile Liability

Any Auto $1,000,000 Combined Single Limit (CSL).

### Property Insurance

The CCIP does not provide coverage for Subcontractor's or Sub-Subcontractor's personal property. Subcontractors of any tier must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or in transit. Subcontractors of any tier are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract Agreement or Sub-Contract Agreement until installed at the Project Site, Subcontractor tools and equipment, scaffolding and temporary structures.

### Other Insurance

Refer to your Contract Agreement for any other project-specific insurance, such as, but not limited to:

- Watercraft and Aircraft Liability
- Professional Liability
- Pollution Liability

## Claims Procedures

Please direct all claims related questions to the Turner Claims Coordinator/Claims Manager or Program Manager listed in Section 2.

### General Procedures

Subcontractors and Sub-Subcontractors (of any tier) must immediately report, within 24 hours, all accidents and occurrences of any type, including near misses, to the Site Designated Person.
While all injuries and property damage must be reported immediately, the following list identifies losses which could represent substantial exposure. It is essential that the Site Designated Person be notified immediately of the following events so that a comprehensive investigation can be initiated at once:

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over $1,000
- Near Misses

Subcontractors may be assessed a $5,000 penalty for any claim not reported immediately or within 24 hours of occurrence.

Any involved party should not voluntarily admit liability or responsibility and should cooperate with Turner and the CCIP Insurer Representatives in the accident investigation. The accident should not be discussed with anyone other than Turner Personnel, CCIP Insurer Representatives, or Legal Counsel retained on Turner's and/or the Enrolled Party's behalf.

### Turner's Return to Work Program

For information regarding Turner's Return to Work Program, specific claim forms, accident investigation forms, and the Authorization for the Release of Protected Health Information, please refer to the Project's Site Specific Safety Manual for further details.

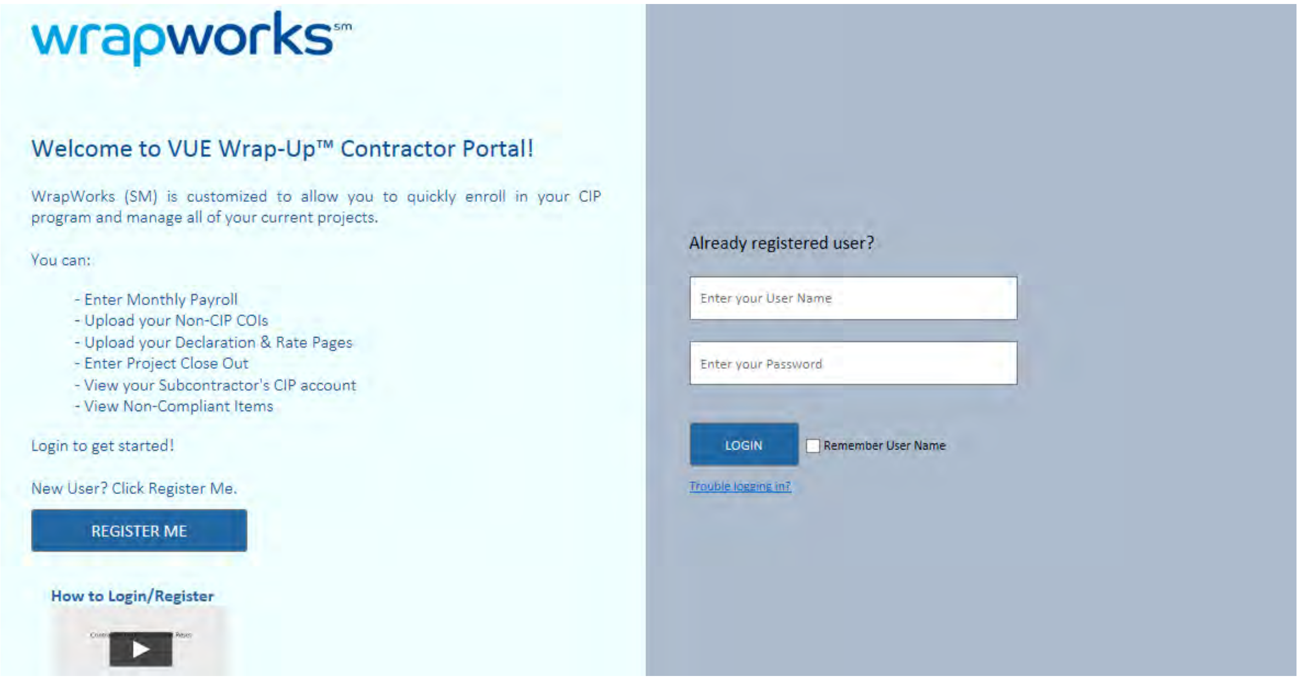
# Section 6

## Contractor Portal Instructions

Wrapworks, the Contractor Portal Web Address is: https://wrapup.vuewrapup.com/contractorportal

Notes:

- Everything **must be uploaded**.
- Please have your documents in hand and ready to upload - This will speed up the process. This includes your:
  - Rate Pages from your Workers' Compensation, General Liability, and Excess/Umbrella Policies
  - Deductible Endorsement (if applicable)
  - Non-CCIP Certificate of Insurance (offsite COI)
  - Required Endorsements
- If you know your User ID and Password, then please proceed.
- If you do not have one, then click on **"Register Me".**
  - You will need to know your Federal ID (with the dash).
  - Your User ID and Password information will be emailed to you.





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## CCIP Workflow Steps

Enrollment into the CCIP Program is NOT automatic.

1

- General Contractor (GC) distributes the CCIP Manual to the Prime Contractor (Prime Tier) as a Contract Document.
- GC enters Prime Tier's Notice of Award (NOA) information into Wrapworks.

2

- Prime Tier logs into Wrapworks & completes the online Enrollment. Excluded Contractors skip to upload Non-CCIP COI with endosements.
- Enrolled Prime Tiers need to upload all required documents (including Rate Pages & Non-CCIP COI).
- Going forward, Prime Tiers submits monthly payroll reports.

3

- Prime Tiers then enter all of their Subcontractors' (Lower Tier) contract information into Wrapworks, including correct FEIN and contact information.
- Lower Tier completes Enrollment, uploads required documents (including Rate Pages).
- Going forward, Lower Tier submits monthly payroll reports.

4

- All Lower Tiers (of any tier) follow the same procedures as the Prime Tier.

5

- Once TSIB confirms the Enrollment, a Welcome Letter & COI providing Proof of Coverage under the CCIP is sent to the Enrolled Party.
- Enrolled Parties shold advise their Broker/Agent of the coverages that are being provided by the CCIP.
- TSIB will verify the Insurance Costs and Non CCIP COI (if applicable).
- TSIB will monitor each Enrolled Party's CCIP contract for compliance and notify the Enrolled Contractor of any missing information.

6

- Once your work is complete, please submit the close out data & sign via Wrapworks.

## Sample- Certificate of Insurance

Upload to [Wrapworks] or Email to COI@wrapworks.net.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---|
| PRODUCER<br>Insurance Agency's/Brokerage's Name<br>And Address | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED<br>Subcontractor's Name and Address | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PROJECT LOC<br>OTHER | X | X | Policy Number | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | As required by Agreement |
| | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | X | X | Policy Number | | | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per Accident) | |
| | X UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | X | Policy Number | | | EACH OCCURRENCE<br>AGGREGATE<br>PRODUCTS - COMP/OP AGG | As required by Agreement |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | Policy Number | | | X PER STATUTE X OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $1,000,000 |
| | | | | | | | E.L. DISEASE EACH EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE POLICY LIMIT | $1,000,000 |
| | OTHER: EQUIPMENT FLOATER | | | Policy Number | | | Limit equal to Full Coverage of Subcontractor's owned or rented machinery, equipment, tools, & temporary structures not designed to become a permanent part of the Work | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Additional Remarks Schedule if more space is required):

*All projects involving Turner Construction Company, its wholly owned subsidiaries or parent organization. Additional Insureds include: Turner Construction Company and all other parties as required by any written agreement. In the event that the project is a CCIP in which we are enrolled, then Workers' Compensation and General Liability shall apply only to offsite operations.*

Additional Insureds are on a Primary and Non-contributing basis on the General Liability (ISO endorsement CG 20 10 07 04 and CG 20 37 07 04 or their equivalent), Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation in favor of Additional Insureds applies to all policies.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Turner Construction Company<br>c/o Turner Surety and Insurance Brokerage, Inc.<br><br>EMAIL TO: COI@WRAPWORKS.NET<br>Attention: Wrap Administrator | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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## Sample- Endorsements

Below are examples of Additional Insured Endorsements for General Liability:

- The first is the CG 20 10, which provides coverage during your time on the Project Site.
- The second is the CG 20 37, which provides coverage after your work has been completed.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|---|
| As required by contract | As required by contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| As required by contract | As required by contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work"

## Sample- Rate Pages

Below are examples of Rate Pages or Declarations Pages from various policies. **Please make sure that all premiums, modifiers, and exposure bases are clearly defined and left on the pages.** This also includes if your Excess or Umbrella Policy is a flat rate.

### Workers' Compensation

NCCI Co. No. 11383

Workers Compensation and Employers Liability Insurance Policy Information Page

From 03/09/2020 To 12/15/2020
12:01 am Standard Time at Insured's Mailing Address

**EXTENSION OF INFORMATION PAGE** State: KENTUCKY

**ITEM 4** The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

| Classifications | Code No. | Premium Basis - Total Estimated Annual Remuneration | Rate per $100 of Remuneration | Estimated Annual Premium |
|---|---|---|---|---|
| Machinery Or Equipment Erection Or Repair NOC & Drivers | 3724 | 10,000.00 | 5.03 | |
| Premium for Increased Limits Part Two | 9812 | | 1.1000 | |
| Total Subject Premium | | | | |
| Premium Modified to Reflect Experience Mod. Of | 9898 | | .740 | |
| Total Estimated Annual Standard Premium | | | | |
| Expense Constant | 0900 | | | |
| Terrorism | 9740 | 10,000.00 | .02 | |
| Catastrophe (Other than Certified Acts of Terror.) | 9741 | 10,000.00 | .02 | |
| Total Estimated Annual Premium | | | | |
| Assessment (KY) | 0935 | | 6.4100 | |
| Total Estimated Cost | | | | |

### General Liability

COMMON POLICY DECLARATIONS

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85250
1-800-423-7675 • A Stock Company

[redacted]
Renewal of Number

Policy Number
[redacted]

ITEM 1. NAMED INSURED AND MAILING ADDRESS
[redacted]

AGENT NAME AND ADDRESS
[redacted]

Agent No.: [redacted]

Program No.: NONE

ITEM 2. POLICY PERIOD From: 01-01-2020 to: 01-01-2021 Term: 1 Year
12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: MILLWRIGHT OPERATIONS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

| Coverage Part(s) | Premium Summary |
|---|---|
| Commercial General Liability Coverage Part | $ [redacted] |

COMPOSITE RATE ENDORSEMENT

The advance premium for the following coverage(s) ALL COVERAGES is an estimated premium subject to audit. Upon termination of this policy, the earned premium, subject to the minimum policy premium, shall be computed as follows:

| Code No. | Rate | Premium Basis | Advance Premium |
|---|---|---|---|
| [illegible] | [redacted] | PER $1,000 RECEIPTS | $ INCLUDED |
| | | | $ |

## Excess Liability

DECLARATIONS

COMMERCIAL EXCESS LIABILITY POLICY

[redacted]
Renewal of Number

SCOTTSDALE INSURANCE COMPANY®
Home Office:
One Nationwide Plaza Columbus, Ohio 43215
Administrative Office:
8877 North Gainey Center Drive Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

Policy Number
[redacted]

ITEM 1. NAMED INSURED AND MAILING ADDRESS:
[redacted]

AGENT NAME AND ADDRESS:
[redacted]

[redacted] [redacted] NONE

ITEM 2. POLICY PERIOD From: 01-01-2020 To: 01-01-2021

12:01 A.M. Standard Time at your mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide you with the insurance as stated in this policy.

ITEM 3. THE NAMED INSURED IS: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

ITEM 4. LIMIT OF INSURANCE:

A. Each Occurrence $ 1,000,000

B. Aggregate $ 3,000,000

ITEM 5. SCHEDULE OF CONTROLLING UNDERLYING INSURANCE:

See Schedule of Controlling Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

[redacted] 1.50 /1000 of 1" $ [redacted]

Subject to Adjustment

Estimated Deposit Premium $ $5,000

## Sample- Risk ID

A Risk ID is a number that is given to you by a Rating Bureau. The anniversary rating date is the end of your Workers' Compensation policy term. Examples of Rating Bureaus are: NCCI, Ohio Bureau WC, WCIRB, NJCrib, etc.

NCCI

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name [redacted] Risk ID: 914[redacted]

Rating Effective Date: 12/15/2019 Production Date: 11/11/2019 State: INTERSTATE

| State | Wt | Exp Excess Losses | Expected Losses | Exp Prim Losses | Act Exc Losses | Ballast | Act Inc Losses | Act Prim Losses |
|---|---|---|---|---|---|---|---|---|

Section 7

## Online Resources

TSIB has created a variety of online materials if you need further assistance.

### Tutorial Videos

Click each link below to view a step-by-step video to help navigate TSIB's Contractor Portal, Wrapworks:

- How to Submit CCIP Payroll
- How to Close Out of your CCIP Contract

wrapworks®

If you have additional questions, please reach out to the Project's Wrap Administrator listed on pg. 4.

### FAQ

To view the Frequently Asked Questions, click here.

### Blogs

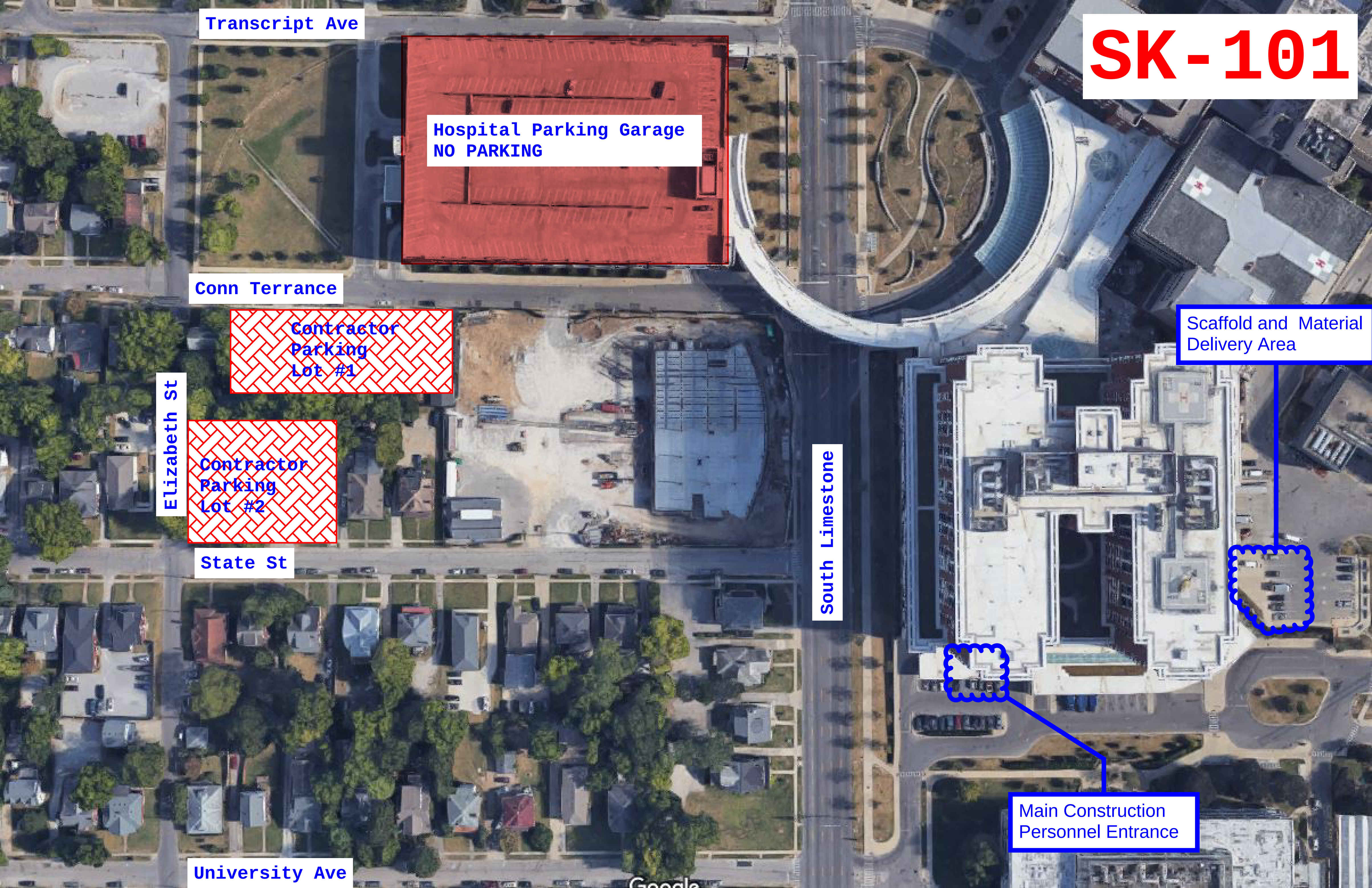
What You Need To Know About Risk ID
3 Questions To Ask On A Wrap-Up
4 Tips About Wrap-Up Payroll
Why is Off-Site Coverage Required on Wrap-Up?
Why is an Excess Credit Taken on a Wrap-Up?
The Differences between Certified Payroll and Wrap-Up Payroll
3 Reasons Why Wrap-Up Programs Benefit Trade Contractors

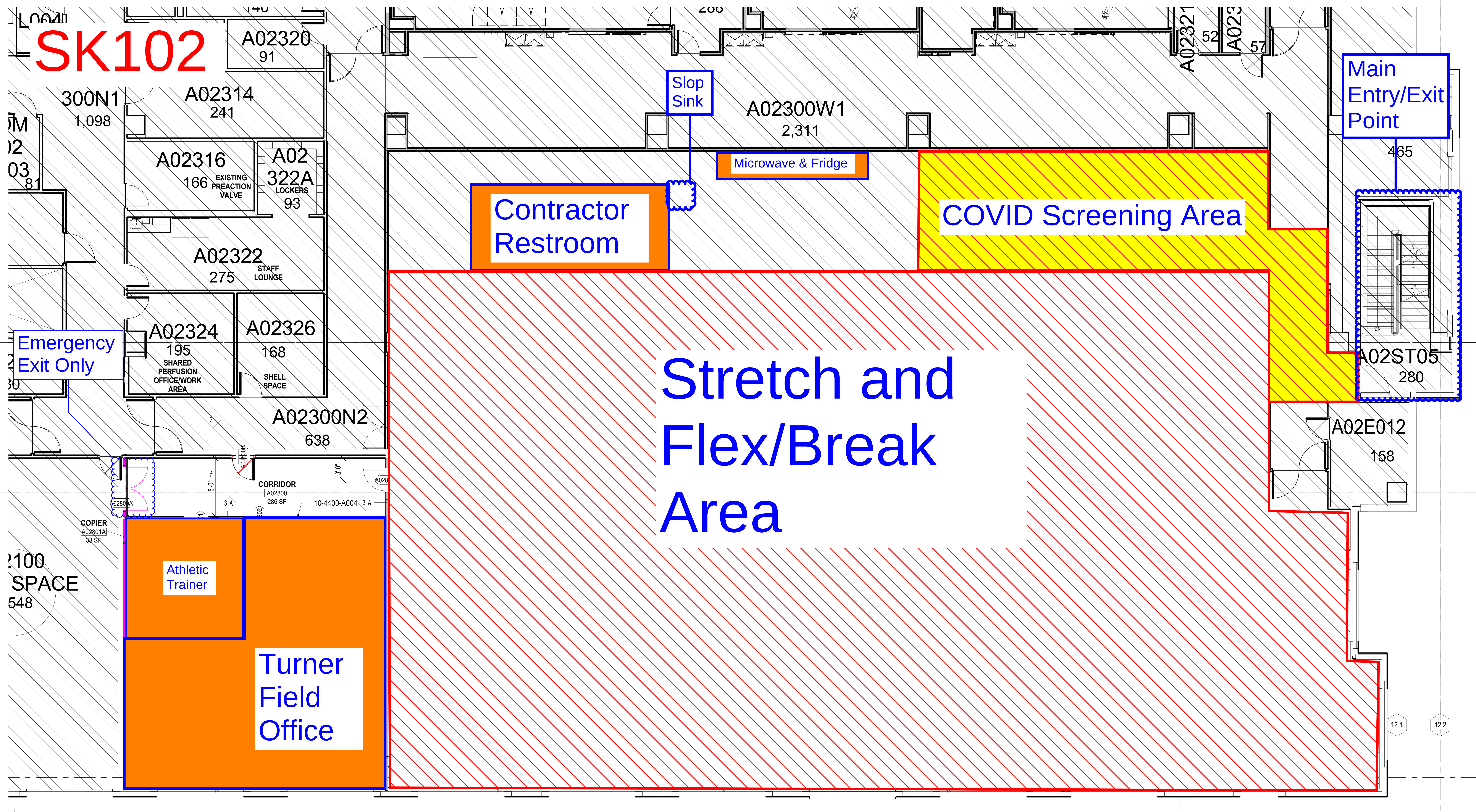
### Additional Resources

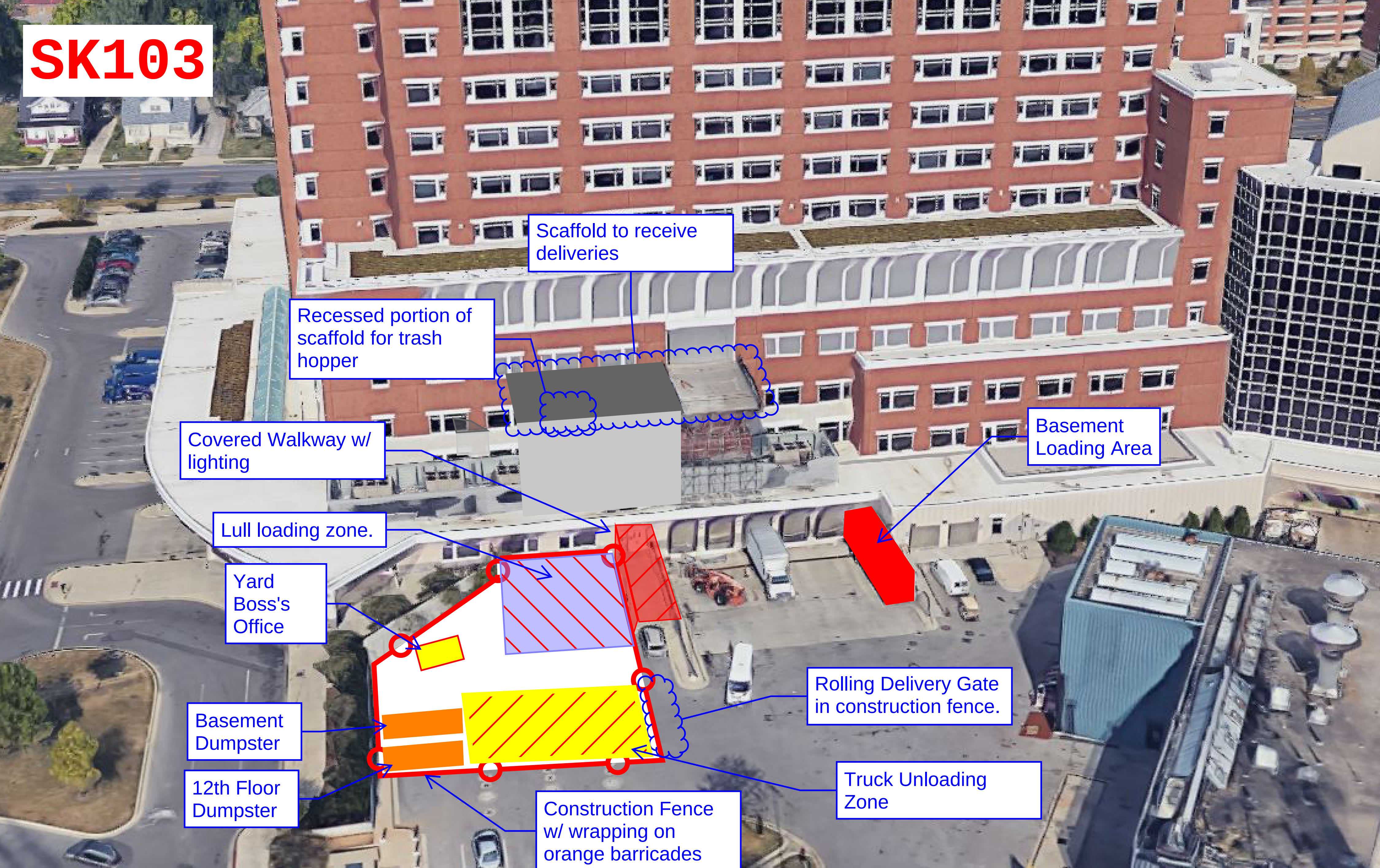
A General Guide to Surety Bonds
Employee Benefits Programs for Contractors
How A Captive Can Benefit Your Business

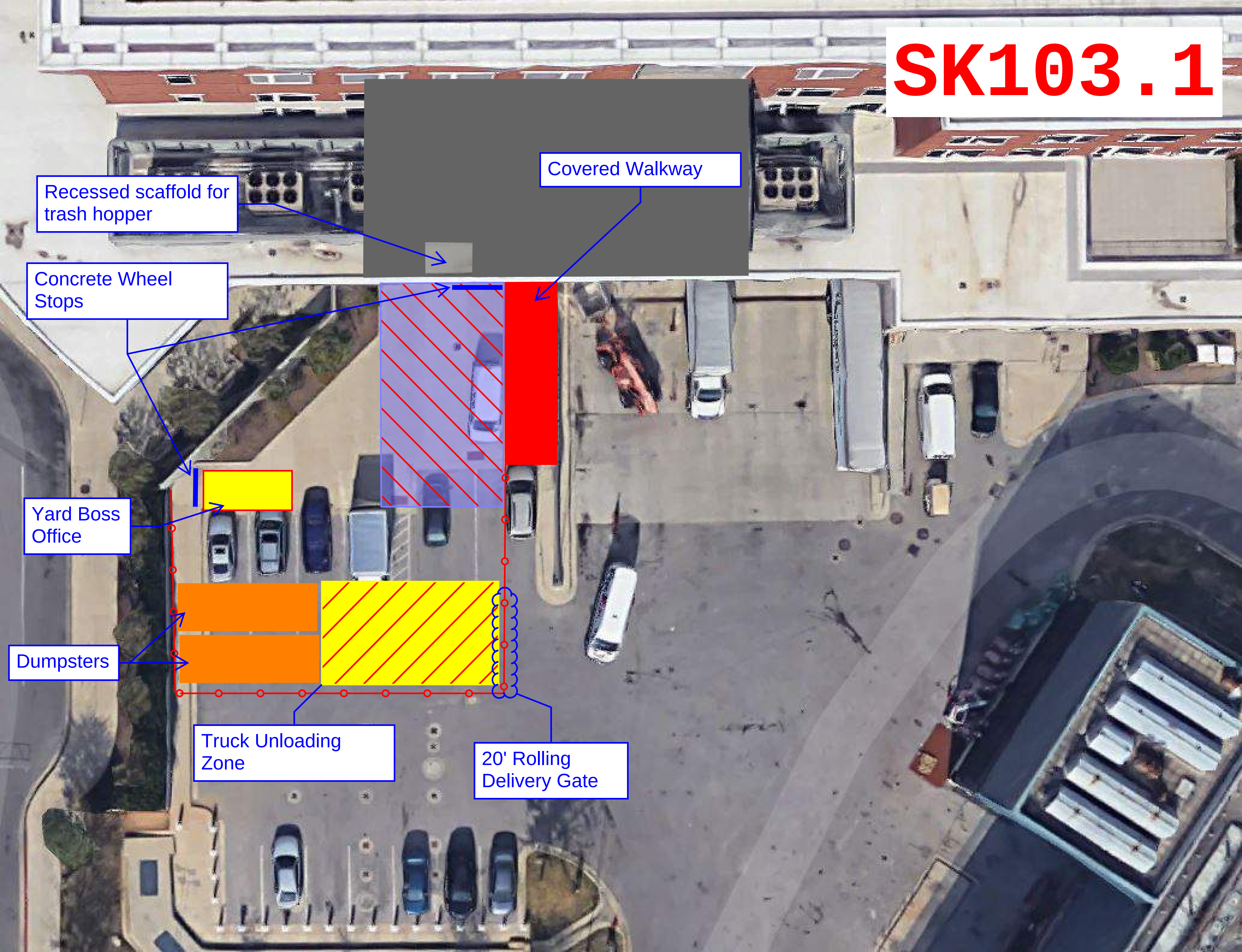
# Attachment P - UK 12th Floor Fit Out - Delivery Schedule

| | Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|---|---|---|---|
| 7:30a-9:30a | TC-226 | TC-232 | TC-231 | TC-224 | TC-225 |
| 9:30a-11:30a | TC-226 | TC-232 | TC-231 | TC-230 | TC-229 |
| 11:30a-12:30p | Lunch | Lunch | Lunch | Lunch | Lunch |
| 12:30p-1:30p | TC-227 | TC-228 | TC-223 | TC-223 | TC-233 |
| 1:30p-4:00p | Trash | Trash | Trash | Trash | Trash |


SK-101
Transcript Ave
Hospital Parking Garage
NO PARKING
Conn Terrance
Contractor Parking Lot #1
Contractor Parking Lot #2
Elizabeth St
State St
South Limestone
Scaffold and Material Delivery Area
Main Construction Personnel Entrance
University Ave
Google


SK102
A02320
91
300N1
1,098
A02314
241
A02316
166
EXISTING PREACTION VALVE
A02 322A
LOCKERS
93
A02322
275
STAFF LOUNGE
A02324
195
SHARED PERFUSION OFFICE/WORK AREA
A02326
168
SHELL SPACE
Emergency Exit Only
A02300N2
638
CORRIDOR
A02800
286 SF
10-4400-A004
COPIER
A02801A
33 SF
SPACE
548
Athletic Trainer
Turner Field Office
Slop Sink
A02300W1
2,311
Microwave & Fridge
Contractor Restroom
COVID Screening Area
Main Entry/Exit Point
465
Stretch and Flex/Break Area
A02ST05
280
A02E012
158
12.1
12.2

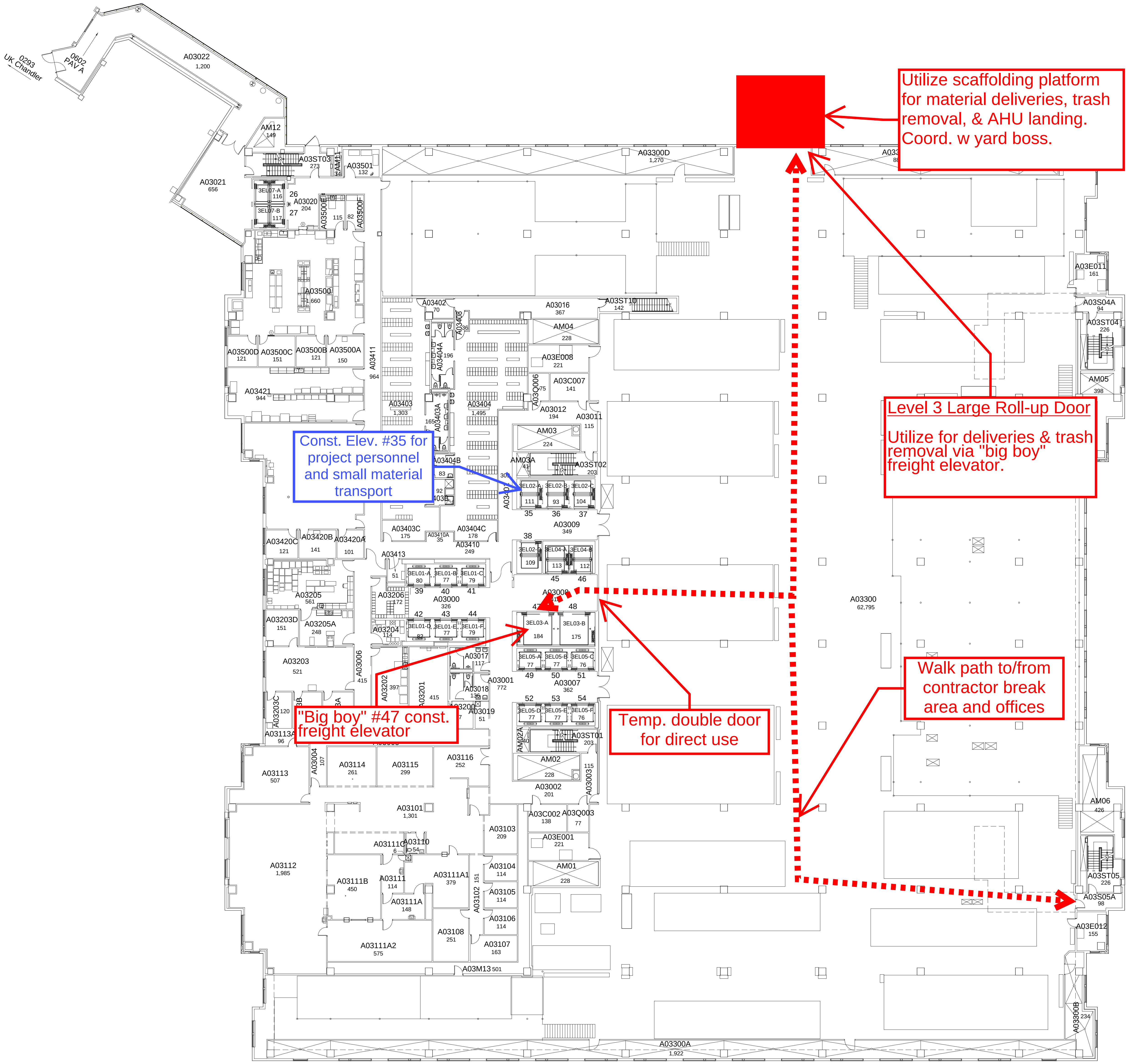

SK103
Scaffold to receive deliveries
Recessed portion of scaffold for trash hopper
Covered Walkway w/ lighting
Basement Loading Area
Lull loading zone.
Yard Boss's Office
Basement Dumpster
12th Floor Dumpster
Rolling Delivery Gate in construction fence.
Truck Unloading Zone
Construction Fence w/ wrapping on orange barricades


SK103.1
Covered Walkway
Recessed scaffold for trash hopper
Concrete Wheel Stops
Yard Boss Office
Dumpsters
Truck Unloading Zone
20' Rolling Delivery Gate


SK103.2
Removable section for deliveries
Recessed scaffold for trash hopper
Guardrail wrapped with debris netting
Delivery scaffold system with platform
Fencing on orange construction barriers with netting
Covered, lighted walkway with gated sides
Basement Delivery Area
Delivery Gate

# SK-104

Floor plan is from best available information. Drawing will be updated as more information becomes available.




NORTH

0 8' 16' 32' 64'

## THIRD FLOOR PLAN
## PATIENT CARE FACILITY (PAVILION A)

107,346 Gross Square Ft.

DATE: MARCH 2010

DRAWN BY: DB

BLDG #: 0602

PATIENT CARE FACILITY (PAVILION A)

KEY DRAWING

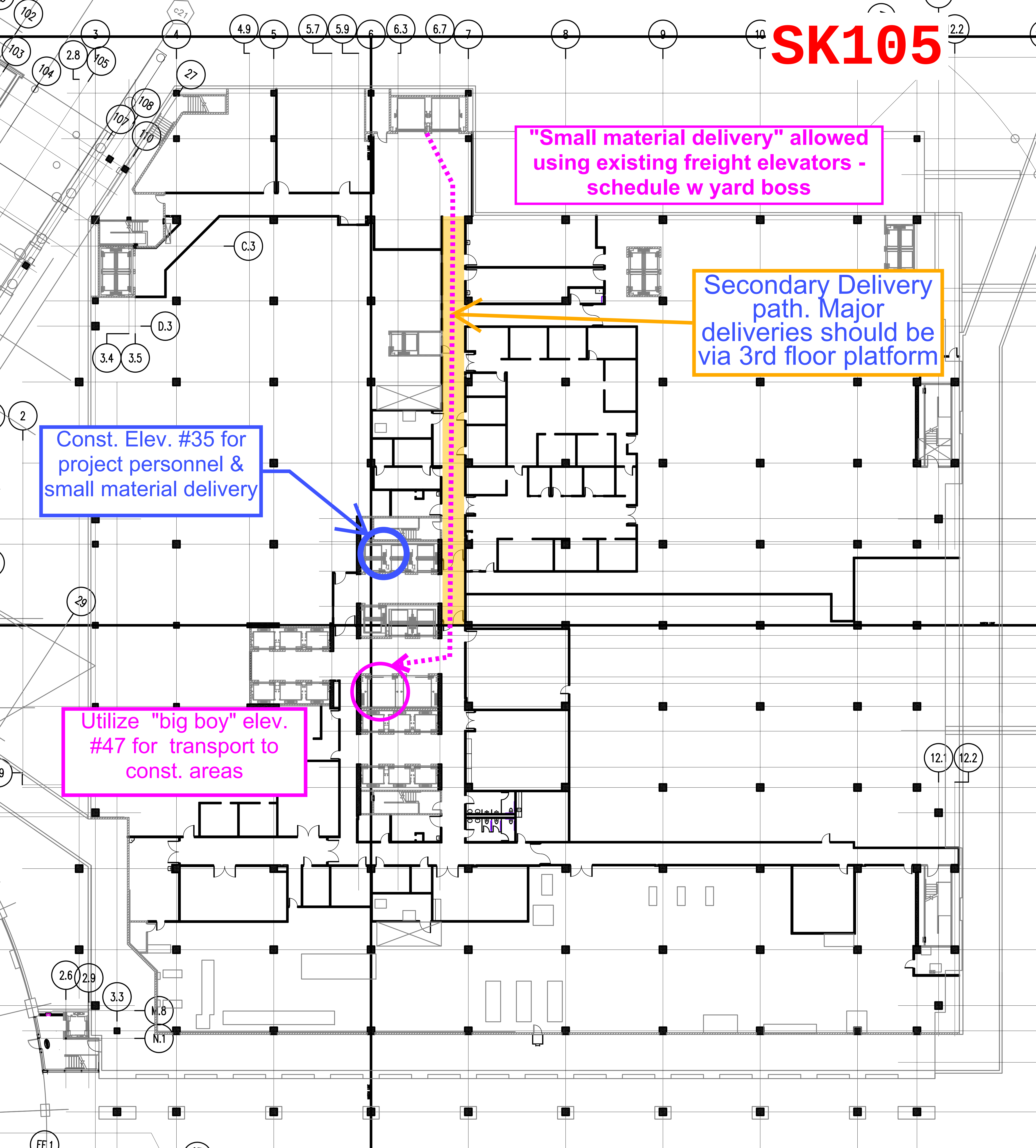
UNIVERSITY OF KENTUCKY

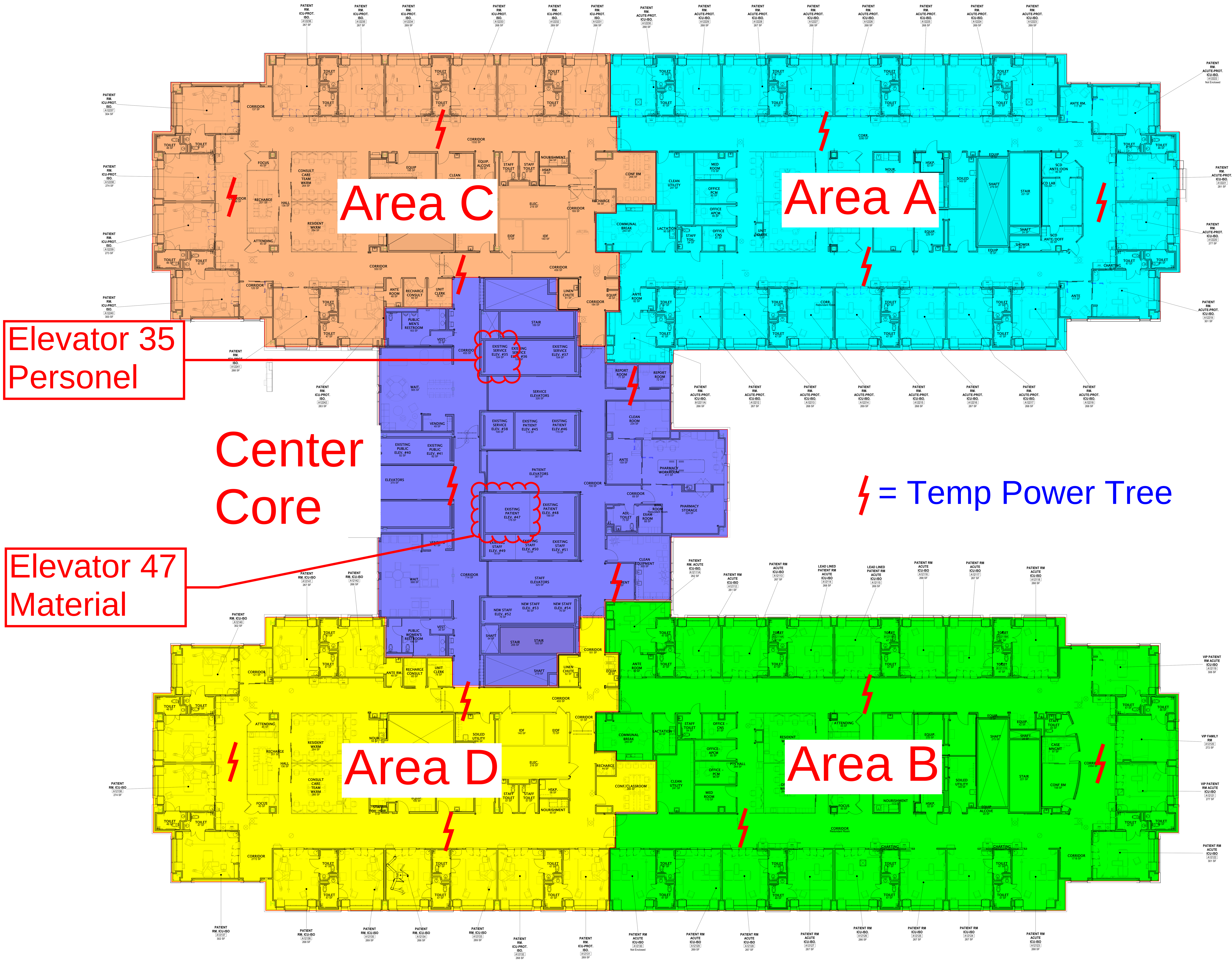
Facilities Information Services

SHEET 8 of 22

7/25/16

SHW


SK105
"Small material delivery" allowed using existing freight elevators - schedule w yard boss
Secondary Delivery path. Major deliveries should be via 3rd floor platform
Const. Elev. #35 for project personnel & small material delivery
Utilize "big boy" elev. #47 for transport to const. areas



Area C
Area A
Elevator 35
Personel
Center
Core
= Temp Power Tree
Elevator 47
Material
Area D
Area B

# SK-108

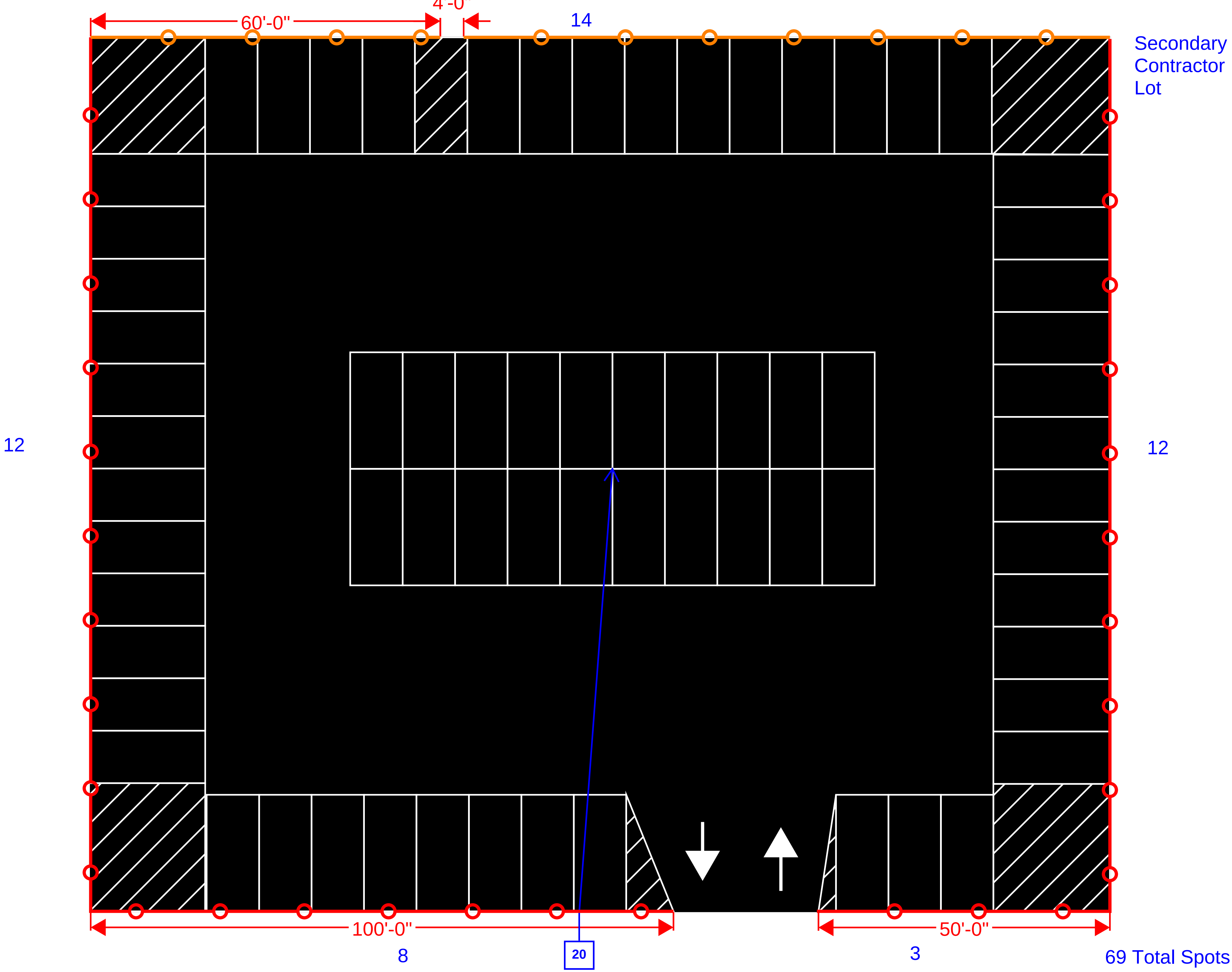

Secondary Parking Lot: ~24,750 Sqft
150'x175'
Turner Lot: ~6,750 Sqft
150'x45'
Trailer/Conex Lot: ~36,000 Sqft
240'x150'

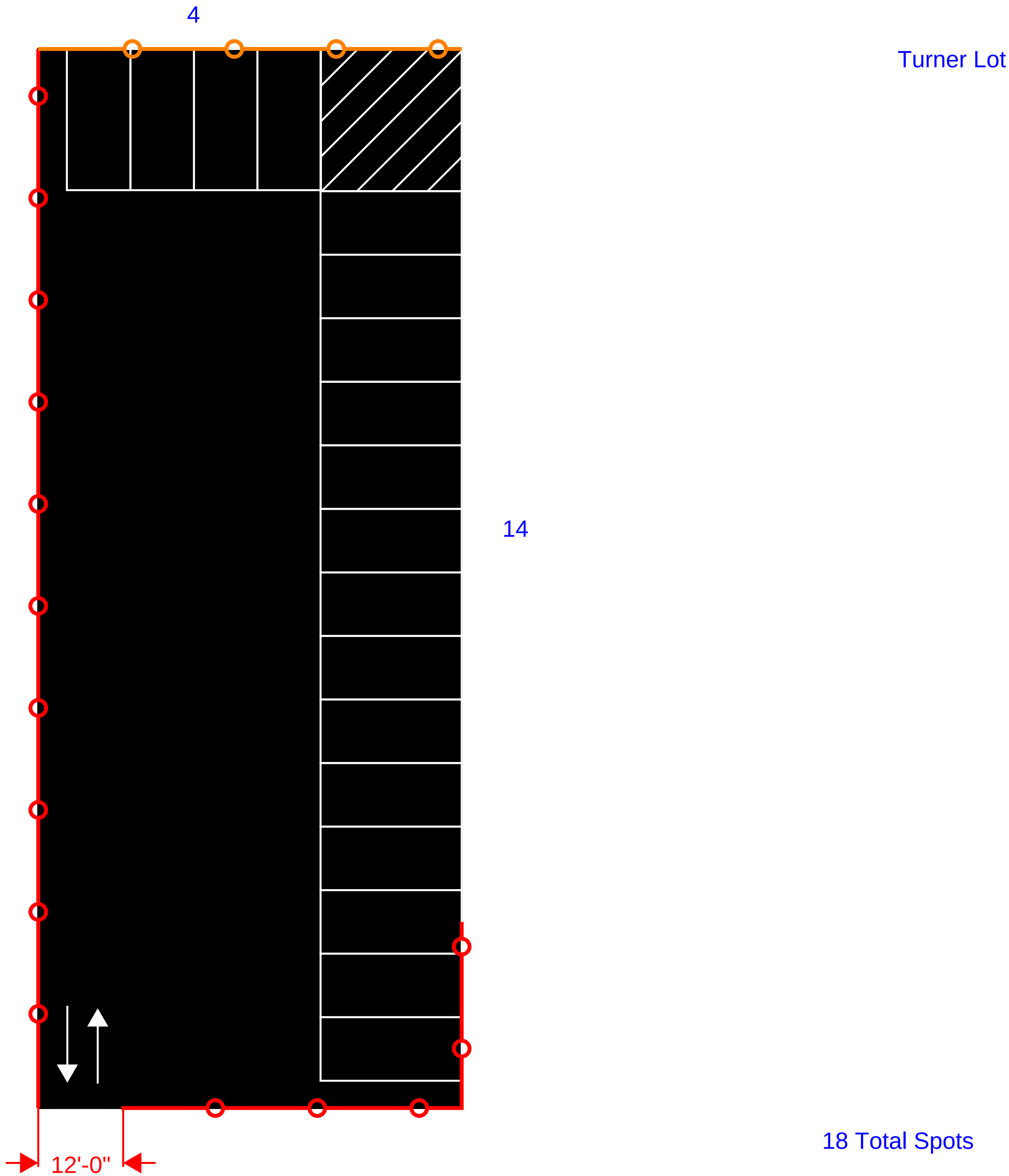
*Contractor is responsible for surveying lots for exact perimeter dimensions.

Existing fence. Cut in 4' pass through.

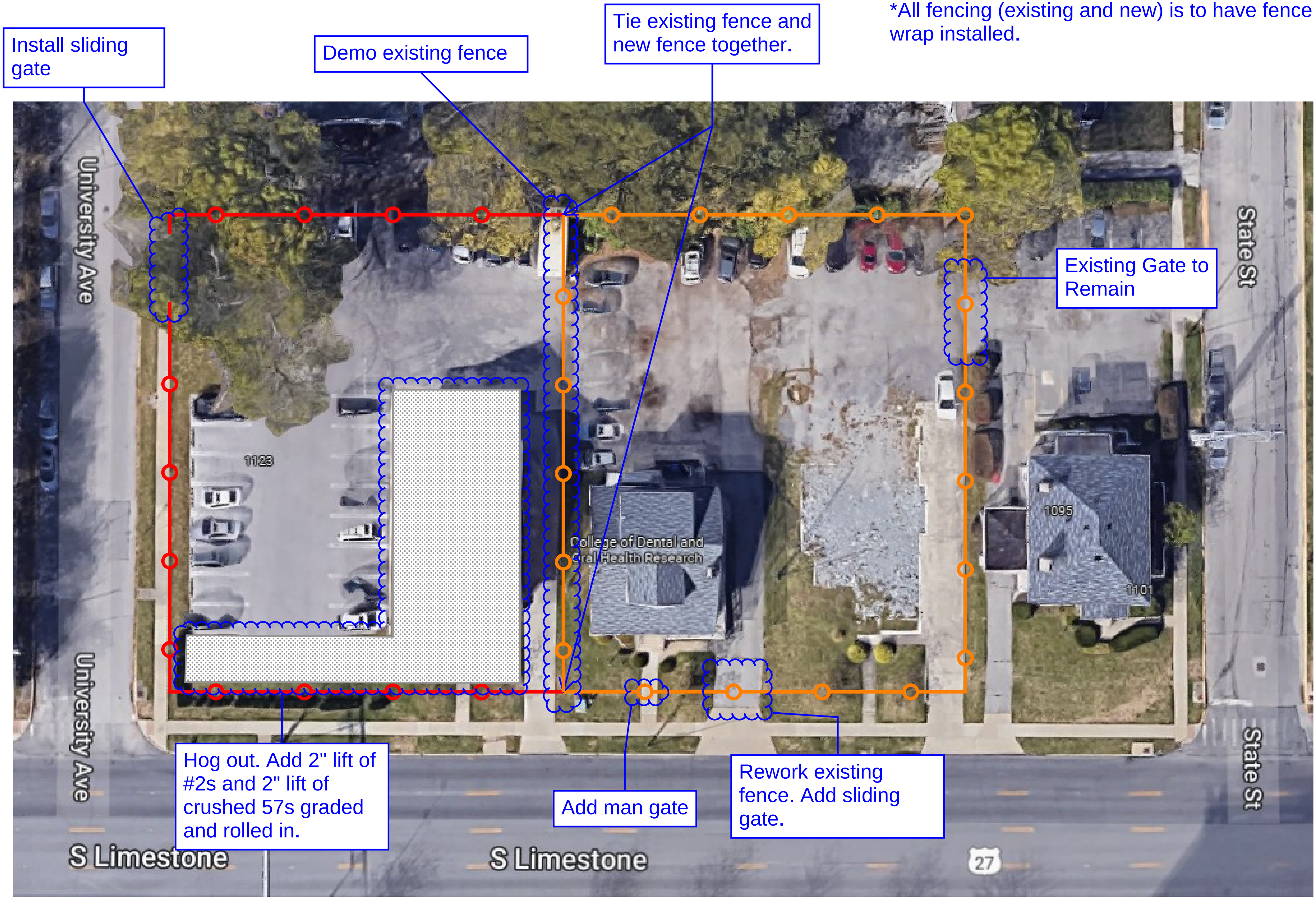

Butt up to existing Shriners fence

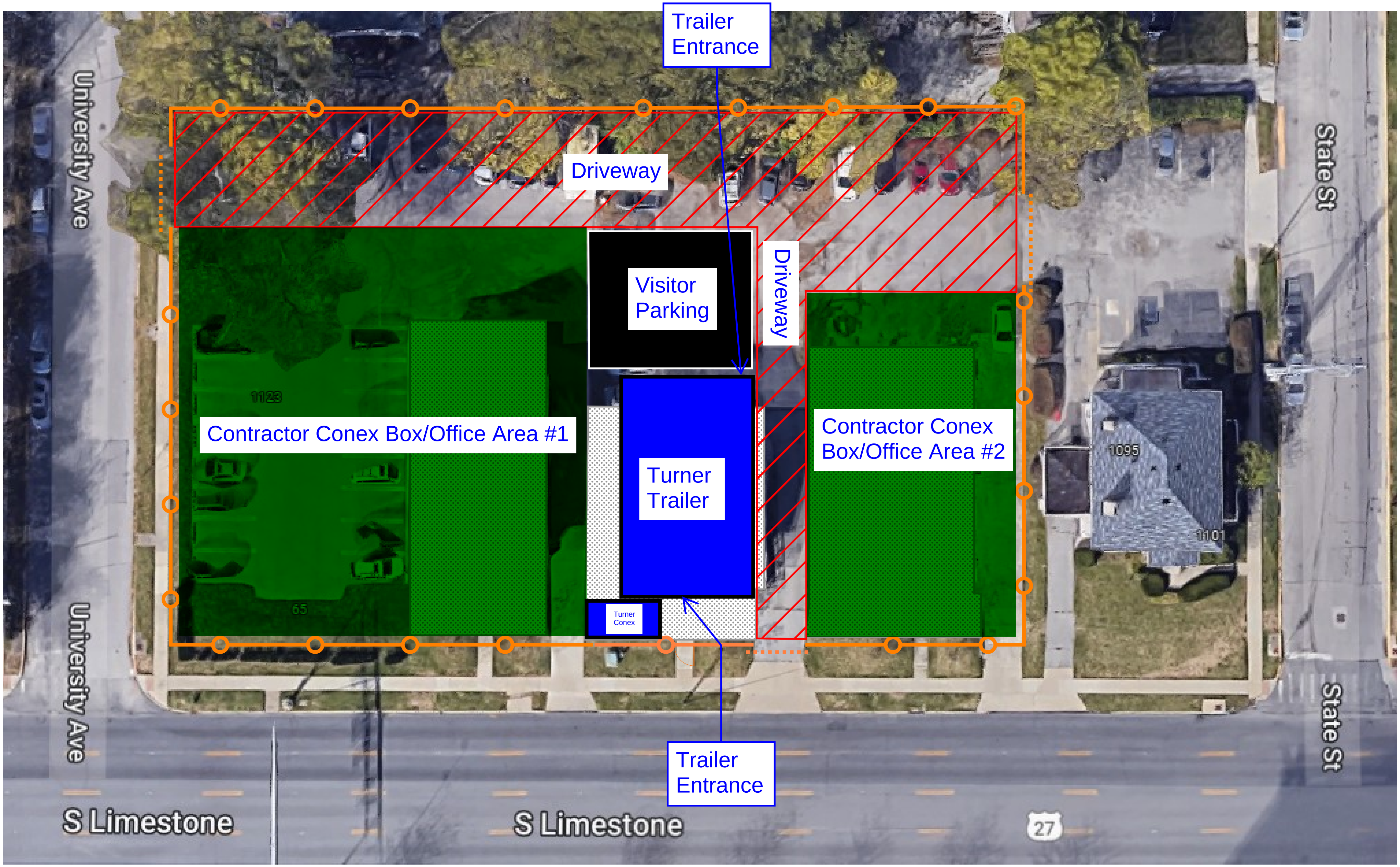
New 8' chain link fence around perimeter.


60'-0"
4'-0"
14
Secondary Contractor Lot
12
12
100'-0"
50'-0"
20
8
3
69 Total Spots


4
Turner Lot
14
12'-0"
18 Total Spots

*All fencing (existing and new) is to have fence wrap installed.




Trailer Entrance
Driveway
Visitor Parking
Driveway
Contractor Conex Box/Office Area #1
Turner Trailer
Contractor Conex Box/Office Area #2
Turner Conex
Trailer Entrance
University Ave
University Ave
State St
State St
S Limestone
S Limestone
27