



CAPITAL CONSTRUCTION

Invitation for Bid

KD-CC-0201-26

Proposal Due Date – 02/10/2026

**Graduate Medical Education Renovations for
Residents - Medical Plaza A**

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by UK King's Daughters Medical Center, 1000 Ashland Drive, Suite 202, Russell KY 41169, in the manner and on the date hereinafter specified for a General Contractor to furnish of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of **PROJECT # 24118; BID # KD-CC-0201-26; UK King's Daughters; Graduate Medical Education Renovations for Residents, Medical Plaza A,** as set forth in the specifications and as shown on the drawings for as prepared by Zachwieja Workman Architects and approved by the Construction Procurement Section and under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

This Invitation for Bids is to establish a Price Contract for UK King's Daughters Graduate Medical Education Project for Residents, Medical Plaza A located at 2201 Lexington Ave. Ashland, Kentucky. The project will be managed under a general construction contractor. The project consists of renovations to an existing structure located at 2201 Lexington Ave. Medical Plaza A, Ashland Ky. The space will be unoccupied for Phase 2 only. The space will be occupied for Phases 1 and 3. The scope of work is detailed in the contract documents. Scope includes modification to approximately 5860 SF of space within the 2nd floor of Medical Plaza A.

3. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Lump Sum Amount for the total project. All phases of the work shall be bid to UK King's Daughters. Bids shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted only on the Official Forms supplied by UK King's Daughters Medical Center. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. METHOD OF AWARD

Final award of Contract will be made on the basis of the lowest, responsive, and responsible bid which offers the best value.

5. SCHEDULE OF PROJECT

The time for substantial completion for all phases shall be One Hundred Fifty (150) consecutive calendar days for the date of the executed contract. Total completion will include all site restoration completed, site clean-up and fully functional. Total completion shall be One Hundred Eighty (180) days from the date of the executed contract.

6. BONDING

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be

furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions, and Special Conditions.

7. PLANS AND SPECIFICATIONS REVIEW

Specifications, Plans and Contract Documents may be examined at the following places:

www.ukplanroom.com

8. OBTAINING PLANS AND SPECIFICATIONS

Plans, Specifications and Official Bid Documents are available from:

Lynn Imaging
328 Old Vine Street
Lexington Kentucky 40507
Phone (859) 255-1021
Fax (859) 233-1558

Payments for Plans, Specifications and Official Bid Documents must be made to Lynn Imaging before a set of documents will be issued.

Notes: Contractors that receive plans and specifications from other sources than Lynn Imaging must request a "Form of Proposal" from the Medical Center's Purchasing Representative to be registered as plan holders and to receive addendums. Potential Contractors must identify the position of their firm as a prime bidder, miscellaneous subcontractor, material supplier or other when ordering or picking up Plans and Specifications.

9. BID SUBMITTAL

Contractors must submit their bid in a sealed envelope to UK King's Daughters Medical Center Health Park, 1000 Ashland Drive, Suite 202, Russell, KY 41169 and the envelope must contain the following information on the outside lower left-hand corner:

SEALED BID INVITATION NO: **KD-CC-0201-26**

BID DATE: **02/10/2026 at 3:00 P.M. Eastern Standard time**

Bids, upon their receipt by UK King's Daughters Medical Center, are stamped showing the hour and date received. Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

10. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

11. RIGHT TO REJECT

UK King's Daughters Medical Center, Construction Procurement Section, reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the Medical Center may be served. If a contractor/company has been issued a cure letter from any UK entity, we reserve the right to exclude your bid from consideration.

12. PRE- BID CONFERENCE

A Pre-Bid Conference will be held for this project on 01/13/2026 @ 3:00 P.M. at 2201 Lexington Avenue, Ashland, KY 41101. Check in at Lexington Avenue Lobby with front desk personnel.

13. WRITTEN QUESTIONS

Anyone wishing to discuss specific items is requested to submit the items in writing to Supply Chain Operations, no later than **01/23/2026** at 3:00 PM Ashland, KY Time. Written questions can be submitted by email to Angela Huston at angela.huston@kdmc.kdhs.us.

Note: Responses to Written Questions received no later than **01/23/2026** will be provided in an addendum issued on or about **01/30/2026**.

14. SUBSTITUTION - MATERIALS AND EQUIPMENT

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract 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 shall submit a written request to the Medical Center at least 14 calendar days prior to the official bid date of the Project including all necessary information and sufficient detail to allow evaluation by the Design Consultant and the Medical Center and, if the Medical Center determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option.

If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

15. POST BID MEETING

The apparent low bidder will be requested to meet with the Facilities Construction Manager to review the bid and scope of services. The time and place of this meeting will be announced at the bid opening.

Signed: Angela Huston
Angela Huston
Supply Chain Contract Specialist

A Complete list of these and other projects that are out for bid may be viewed at the following URL: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

UK KING'S DAUGHTERS MEDICAL CENTER
INSTRUCTIONS TO BIDDERS

All UK King's Daughters Medical Center bid solicitations are made upon and subject to the following conditions:

1 Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of UK King's Daughters Medical Center including the UK King's Daughters Medical Center's General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The Medical Center reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation for Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the Medical Center. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the Medical Center to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the Medical Center.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the UK King's Daughters Medical Center Supply Chain Operations. Bidders or potential bidders are not authorized to communicate with any Medical Center administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the Medical Center's specifications and terms and conditions of the Invitation for Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the Medical Center may determine the bid to be non-responsive.

2 Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the UK King's Daughters Medical Center, Supply Chain Operations before the due date and time set forth in the solicitation. The time shown on the recording clock in the Supply Chain Operations is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation

due date and time. No bids may be withdrawn after the due date and time without the express authorization of the UK King's Daughters Medical Center, Supply Chain Operations.

- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation for Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3 Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The Medical Center will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the Medical Center is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The Medical Center reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the Medical Center. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The Medical Center is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The Medical Center is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall be F.O.B. destination, freight prepaid and allowed.

4 Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the Medical Center and meets the terms, conditions and specifications of the Invitation for Bids.
- 4.2 The term "Responsible Bidder" means a person, company, or corporation who 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 a Bidder is responsible, the Medical Center 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; and adversarial relationship between the Bidder

and the Medical Center that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

- 4.3 The Medical Center reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the Medical Center reserves the right to make a single award, split awards, make multiple awards or no award whichever is in the best interest of the Medical Center .
- 4.4 Unless stated otherwise in the solicitation, the Medical Center reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the Medical Center. The Medical Center will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the Medical Center will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.
- 4.6 The Medical Center shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the Medical Center and the bidder.

5 Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order.

The Medical Center 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 Medical Center will be paid based on the following protocol:

- a. Payments by check. Payment terms for check payments are Net-30.
 - b. Individuals receiving payments from the Medical Center 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-30.
- 5.2 Bidders may offer prompt payment discounts. The Medical Center will not consider any prompt payment discounts in determining the bid award.
 - 5.3 The Medical Center is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # D-265) on materials and equipment under this solicitation. The Medical Center is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the Medical Center are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

6. 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 Medical Center's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Medical Center 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 Medical Center 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 Medical Center's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

FORM OF PROPOSAL

Date: 02/10/2026

Project Name: UK King's Daughters Medical Center GRADUATE MEDICAL EDUCATION—MEDICAL PLAZA- A

City: ASHLAND, KENTUCKY

Bid # KD-CC-0201-26

Name of Contractor: _____

Mailing Address: _____

Business Address: _____ Telephone: _____

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum _____ (Insert the addendum numbers received or the word "none" if no addendum received.

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

Use Figures

_____ Dollars & _____

Use Words

Use Words

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

I hereby certify:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the submitted Bid or Bids covering Construction Procurement Section Invitation No. KD-CC-0201-26 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids;
4. That the Bidder is legally entitled to enter into the contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, and 45A.330 to 45A.340 and 45A.455;
5. This offer is good for 60 calendar days from the date this Bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Construction Procurement Section of any or all items Bid above, a contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful contractor.
8. That the bidding contractor and all subcontractors to be employed do not and will not maintain any facilities they provide for employees in a segregated manner, and they are in full compliance with provisions of 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.
9. 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 the bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY _____ TITLE _____

PRINT NAME _____ FIRM _____

ADDRESS _____ AREA CODE & PHONE _____

CITY STATE ZIP CODE

BIDDER'S EMAIL _____ DATE _____

VENDOR NUMBER: It is imperative that you furnish your KENTUCKY Secretary of State Organization Number in the space provided below. Failure to do so may delay the processing of purchase orders issued to your firm.

(Nine Digit Number)

BIDDER'S QUALIFICATIONS

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires contracts to be awarded, "to the responsive and responsible bidder whose bid offers the best value" to the University of Kentucky. In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit the information requested on the University of Kentucky Contractor Bidder Determination of Responsibility questionnaire. Failure to provide the information requested on the questionnaire or failure to provide any additional submittals or information that may be requested to make this determination may be grounds for a declaration of non-responsibility with respect to the Bidder. A sample of the Contractor Determination of Responsibility questionnaire was provided with the bidding documents.

Authorized Company Agent Name: _____

Signature: _____ Date: ____ / ____ / ____

CONTRACTOR/BIDDER DETERMINATION OF RESPONSIBILITY

1. Purpose

The Commonwealth of Kentucky Model Procurement Code (KRS 45A.080) requires that a contract be awarded to the lowest responsive and responsible bidder whose bid offers the best value. KRS 45A.070(6) defines "Responsible bidder or offeror "as" a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance," and "Best value" as "a Procurement in which the decision is based on the primary objective of meeting the specific business requirements and best interests of the Commonwealth." The information requested in this document is to be used to evaluate the "responsibility" by verifying the apparent low bidder:

- (a) Has adequate financial resources (in working capital and bonding capacity) in relation to the scope and dollar amount of the project or the ability to secure such resources;
- (b) Has the experience, organization, technical qualification, available personnel resources, and has or can acquire the equipment necessary to perform the scope of work bid;
- (c) Is able to comply with the required performance schedule or completion date, taking into account existing commitments (i.e. capacity).
 - **Bidders that have not met schedule milestones, including but not limited to Substantial Completion and Final Completion dates on existing contracts with the University may be deemed non-responsible for award** until such time as the bidder has fulfilled their obligations on existing work.
 - The University reserves the right to contact individuals not provided by the bidder on reference projects.
- (d) Has a satisfactory record of performance, integrity, judgment, and skills to complete the scope(s) of work in the bid.

The information provided must verify that the bidding firm has a sufficient level of expertise, experience, financial stability, and personnel resources to qualify the firm as being "responsible" prior to proceeding with an award of Contract. The determination of the firm's capability and responsibility will be made as fairly and honestly as possible using a reasonable exercise of sound judgment and discretion in the review of information provided or otherwise secured through references or other sources.

2. Application Submittal

The low responsive Bidder must complete the information requested by typing or clearly printing responses in ink. All information requested must be provided. If a question does not apply, insert "NA" for not applicable. The University of Kentucky reserves the right to request supplemental information to fully determine the responsibility of the Bidder. As a condition of award, the Bidder agrees to provide supplemental information, if requested by the University.

3. Insurance Requirements

The Successful Bidder will be required to provide proof of insurance indicating current liability coverages, including workers' compensation, with limits equal to or exceeding the amounts required by the bid documents. Additionally, builder's risk coverage equal to the Contract amount will be required of the successful contractor.

*NOTE: Pursuant to KRS 45A. 110, except as otherwise provided under the Open Records Act and any other applicable law, the Bidder has the right of nondisclosure to the public of certain information required by this submittal. If the Bidder wishes nondisclosure of certain information, they shall enclose the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document. If this is not done, he/she waives the right of nondisclosure of this information and the signing of the Bid Proposal shall constitute a written waiver of that right.

Contractor/Bidder
Determination of Responsibility
Submittal
CCK-0000.0-0-00

The apparent low bidder will be required to complete and submit to the University the following information by twelve (12) noon on the business day following the bid deadline or other time as may be established during the public bid opening. The information in this submittal is required for determining responsible bidder status.
Failure to supply this information in a timely manner may result in rejection of the bid.

1. Name of Firm _____
Headquarters Street Address _____
City, State, Zip _____
Local Mailing Address _____
City, State, Zip _____
Contact Person _____
Phone () _____
email address _____
Registered Agent _____
Mailing Address _____
City, State, Zip _____
2. Attach evidence of good standing with the Kentucky Secretary of State. If a sole proprietorship or general partnership, so state.
3. In the past five years, has the firm been fined for violating state or federal safety, wage & hour, or environmental laws?
_____ No _____ Yes If yes, attach an explanation.
4. Provide your firm's Experience Modification Rate (EMR). _____ Attach documentation of this rate.

Firms that provide no EMR rate, or a rate higher than 1.0 (truncated) may be deemed non-responsible for award due to worksite safety.

5. Has any key person of the firm (including but not limited to: owners of more than 5%, partners, officers, directors, or any other person whose duties, responsibilities, or authority would cause a reasonable person to consider them a key person of the firm) ever been convicted of embezzlement, theft, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations or bid-rigging?

_____No _____Yes If yes, attach an explanation.

6. Has a civil court issued a judgment of \$10,000 or more against the firm in the past five years?

_____No _____Yes If yes, attach an explanation.

7. In the past five years, has the firm been terminated from any contract for reasons other than convenience?

_____No _____Yes If yes, attach an explanation.

8. How many years has the firm been in business? _____

9. Surety Info:

Surety Company Name_____

Street Address_____

City, State, Zip_____

Phone Number ()_____

Local Bond Agency_____

Kentucky Licensed Agent_____

Street Address_____

City, State, Zip_____

Phone Number ()_____

10. Bonding Capacity:

Current level of bonding capacity authorized by the surety:

Single Limit \$ _____

Aggregate Limit \$ _____

Bond Premium per \$1,000:_____

11. Bank Reference

Bank Name_____

Street Address_____

City, State, Zip_____

Phone Number () _____

12. How many years has the firm been performing the services in this scope of work? _____

13. Project Manager: Provide the name of the project manager who will be assigned to and responsible for this project. A current resume of this individual shall be attached to this submittal. This resume should include a list of projects for which this manager has been responsible within the past five (5) years. The Project Manager identified below shall not be reassigned to other/additional projects without the prior written approval of the University. If the Project Manager ends employment with the Contractor, a replacement Project Manager with equal or greater experience as determined by the University will be provided at no additional cost or extension of project completion time.

Name: _____

Phone: () _____

email address: _____

14. Superintendent: Provide the name of the superintendent who will be assigned to and responsible for this project. A current resume of this individual shall be attached to this submittal. The resume should include a list of projects for which this superintendent has been responsible within the past five (5) years. The superintendent identified below must be on site at all times that work is being performed without exception and shall not be reassigned to other/additional projects without the prior written approval of the University. If the superintendent ends employment with the Contractor, a replacement superintendent with equal or greater experience as determined by the University will be provided at no additional cost or extension of project completion time.

Name: _____

Phone: () _____

email address: _____

Certification and Signature:

I hereby certify that I am an authorized principal of the firm and I:

1. Have read, and understand the reason for submitting this information;
2. Agree, upon request, to provide any additional information that may be necessary for determination of contractor responsibility;
3. Swear or affirm that all information provided on this submittal is true;
4. Understand that if any of the responses are found to be materially untrue, the firm will be ineligible to be awarded a contract.

Your signature on this document is a sworn statement to the University of Kentucky. This document must be signed by the firm's CEO, president, vice-president, partner, or sole owner.

Under penalties of perjury, I hereby swear or affirm, warrant and represent that the above answers and information have been personally provided by me, and that I have the authority to execute this document on behalf of this firm.

Signature _____
Name _____
Title _____

State of _____)

County of _____)

Subscribed and sworn to before me on this _____ day of _____, 20____, by

_____, _____ acting for and on behalf of
(name) (office held)

_____.
(firm)

Notary Public _____, Kentucky
My Commission expires: _____

**UK KINGS DAUGHTERS MEDICAL CENTER
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, UK Kings Daughters Medical Center (the “Owner”) and _____ (the “Principal”) have entered into a contract for the construction of Project # KD-CC-0201-26 Graduate Medical Education for Residents - Medical Plaza A (the “Project”), with the contract price or amount of _____

WHEREAS, the Principal is required to furnish a performance bond for the faithful performance of the contract in an amount equal to one hundred percent (100%) of the contract price or amount as it may be increased, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, _____ (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
 - (b) **Contract** means that certain agreement dated November 1, 2023 for the construction of Project # KD-CC-19735-24 Pavilion Auditorium Remodel (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
 - (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, for the full and faithful performance of the Contract and any Contract Changes. The Principal and Surety likewise guarantee the faithful performance of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$496,300.00 This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety's obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term thereof, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) well, truly, and faithfully performs its duties to the Owner; (b) performs the Contract; (c) satisfies all claims and demands incurred under the Contract; (d) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal's failure to do so; and (e) reimburses and repays the Owner all such expenses and outlay, without limitation, which the Owner may incur in making good any default. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of _____.

ATTEST:

WITNESSES:

PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:

WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

**UK KINGS DAUGHTERS MEDICAL CENTER
CAPITAL CONSTRUCTION PROCUREMENT SECTION**

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, UK Kings Daughters Medical Center (the “Owner”) and _____. (the “Principal”) have entered into a contract for the construction of Project # KD-CC-0201-26 Graduate Medical Education for Residents - Medical Plaza A (the “Project”), with the contract price or amount of _____

WHEREAS, the Principal is required to furnish a payment bond for the protection of all persons performing, supplying, or furnishing labor, materials, equipment, or supplies to the contractor or its subcontractors for the performance of the work provided for in the contract, including security for payment of all unemployment contributions which become due and payable under Kentucky unemployment insurance law, in an amount equal to one hundred percent (100%) of the original contract price or amount, executed by a surety company authorized to do business in the Commonwealth of Kentucky, and satisfactory to the Commonwealth; and

WHEREAS, Surety Name of Surety State (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

NOW, THEREFORE, for the value received and intending to be legally bound hereby, the Principal and Surety agree to the following terms and conditions of this obligation:

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
 - (b) **Claimants** means all persons having just and lawful claims for (i) labor, materials, services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools, appliances, and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by the Contract, whether lienable or non-lienable and whether or not permanently incorporated in said work; (ii) pension, welfare, vacation, and other supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work; and (iii) federal, state, and local taxes and contributions required by law to be withheld and paid with respect to the employment of persons upon said work.

- (c) **Contract** means that certain agreement dated Contract Date, for the construction of the scope of work detailed in the Owner's invitation to bid **CCK-0000.0-0-00, Project Name Goes Here** (the "Project), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is Amount in words,(\$0000.00) dollars. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety's obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal's failure to do so. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.
8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the "Beneficiaries"), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.

IN WITNESS WHEREOF, the Principal and Surety, by their duly authorized representatives, have executed this instrument, which is effective as of Contract Date.

ATTEST:

WITNESSES:

CONTRACTOR.

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:

WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

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FOR CONSTRUCTION BY A GENERAL CONTRACTOR
UK KINGS DAUGHTERS MEDICAL CENTER

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**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
UK Kings Daughters Medical Center**

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

ARTICLE 1 - DEFINITIONS

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

1.1.1 ARCHITECTS SUPPLEMENTAL INSTRUCTIONS (ASI) - The term "ASI" means a written order issued by the Owner 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 Boyd County, Kentucky.

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

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

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

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

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

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

Sub-contractors and suppliers do not constitute a part of the Contract Documents. Except as otherwise provided, where these Contract Documents obligate the General Contractor to certain responsibilities or require the General Contractor to perform certain actions, the General Contractor may require these same responsibilities and/or actions of one or more Sub-contractors. However, assignment of such responsibilities or actions to one or more Sub-contractors shall not be construed to relieve the General Contractor of its obligation to KDMC under this contract.

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

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

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

1.1.12 OWNER - The term "Owner" means UK Kings Daughters Medical Center, 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 UK King's Daughters Medical Center Project Manager that is in charge of the Project. The term "General Contractor's Project Manager" or "GC Project Manager" means the individual employed by the General Contractor who is assigned to the Project to provide overall management during both the design and construction phases of the Project, and who has total responsibility for the successful completion of the Project

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

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

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

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

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

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

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

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

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

ARTICLE 2 – CONSULTANT (NOT USED)

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

3.1 Execution of the Contract by the General Contractor is a representation that the General Contractor has or shall thoroughly and carefully examine the site of the of Work; shall timely investigate all conditions which can affect the Work or its cost, including but not limited to availability of labor, materials, supplies, water, electrical power, roads, access to the site, uncertainties of weather, water tables, the character of equipment and facilities needed to perform the Work, and local conditions under which the Work is to be performed; and further, that the General Contractor shall insure that the documents

issued for bidding by Sub-contractors reflect the results of this investigation and are adequate to complete the Work. It is the responsibility of the General Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures to be used in the Work, or which in any other way could affect the completion of the Work. The General Contractor shall carefully study and compare the Contract Documents with each other and with other information provided to the General Contractor by the Owner pursuant to the Contract Documents and shall notify the Owner in writing of any errors, inconsistencies or omissions in the Contract Documents recognized by the General Contractor. Any failure to properly familiarize itself with the proposed Work shall not relieve the General Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

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

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

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

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Supply Chain Operations, General Contractor, and all

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

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

ARTICLE 5 - SHOP DRAWINGS

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

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

5.3 The Owner will review submittals with reasonable promptness, and take appropriate action or return submittals to the General Contractor for corrections as may be required. The General Contractor shall make any corrections required by the Owner for compliance with the Contract and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. The General Contractor shall direct specific attention, in writing, or on resubmitted shop drawings, to revisions other than the corrections called for by the Owner 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 Owner. The review and acceptance shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The acceptance of a separate item will not indicate acceptance of the assembly in which the item functions. A copy of each accepted

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

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

ARTICLE 6 - LAYING OUT WORK

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

6.2 The General Contractor shall be responsible for all lines, levels and measurements of all Work executed under the Contract. The General Contractor shall verify the figures before laying out the Work and will be held responsible for any error resulting from failure to do so. Working from lines and levels established by the property survey or by other Contract Documents, and as shown in relation to the Work, the General Contractor will establish and maintain bench marks and other dependable markers to set lines and levels for Work at each area of construction and elsewhere on the site as needed to properly locate each element of the entire Project. The General Contractor shall calculate and measure from the bench marks and dependable markers required dimensions as shown (within recognized tolerances if not otherwise indicated), and shall not scale drawings to determine dimensions. The General Contractor shall advise Sub-contractors and trades persons performing Work of marked lines and levels provided for their use in layout work. The General Contractor shall verify layout information shown on drawings as required for the Work.

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

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

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

7.3 The General Contractor shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site, in good order. A qualified representative of the General Contractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the General Contractor shall complete and turn over to the Owner the As-Built drawings, with a digital copy (in PDF format). 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 Owner 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 to the Owner, are the property of Kings Daughters Medical Center. They shall not be used by the General Contractor, or any Sub-contractor or Supplier on any other Project.

ARTICLE 8 - TEMPORARY UTILITIES

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

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

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

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

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

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

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

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

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

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

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

ARTICLE 10 - ROYALTIES AND PATENTS

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

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

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

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

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

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

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

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

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

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

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

11.3.6 Inspect the site every 7 calendar days and after each rainfall of 1/2” or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with KDMC Project Manager and Water Quality Manager and note on the SWPPP Inspection Sheets.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

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

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

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

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

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

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

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

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

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

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

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

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

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

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

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

ARTICLE 15 - HAZARDOUS MATERIALS

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

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

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

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

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

15.3 The General Contractor and Sub-contractors shall provide the Owner with a list of any hazardous materials that will be used on the job site that may be exposed to the Owner's employees. The General Contractor and Sub-contractors shall provide the Owner with copies of Material Data Sheets for materials to be used.

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the General Contractor and the Owner in a manner that conforms to the intent of all applicable laws and

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

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

ARTICLE 16 - INSPECTION OF WORK

16.1 Inspections, tests, measurements or other acts of the Owner are for the sole purpose of assisting the Owner in determining if the Work, materials, rate of progress, and quantities comply with the Contract Documents. These acts or functions shall not relieve the General Contractor from performing the Work in full compliance with the Contract Documents, nor relieve the General Contractor from any of the responsibility for the Work assigned to it by the Contract Documents. No inspection by the Owner 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 or their representatives to determine conformance with the Contract Documents. The Owner and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The General Contractor shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Owner 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 Owner provides the General Contractor with a list of construction milestones that require inspection, the General Contractor shall provide the Owner 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 Owner 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. After 5:00 p.m. shifts will be expected at times throughout construction. The Owner will continue daily operations therefore the General Contractor shall confirm work hours with the Owner before proceeding with the Work.

16.3 If this Contract, the Specifications, the Owner's instructions, laws, ordinances, or any public authority require any Work to be specially inspected, tested or approved, the General Contractor shall give the Owner timely notice of the readiness of the Work for inspection. The Owner shall promptly make all required inspections. If any portion of the Work should be

covered contrary to the request of the Owner, or to the requirements specifically expressed in the Contract Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the General Contractor's expense.

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

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

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

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

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

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

ARTICLE 18 - CHANGES IN THE WORK

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

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

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

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

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

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Owner for each component of Work indicating both labor and material costs. In computing labor costs, the hourly labor rates shall not exceed a mutually agreeable combined hourly labor rate plus fringe benefits negotiated with the Owner based on a presentation of acceptable documentation by the GC. For the purposes of this Article, the term "fringe benefits" shall mean those funds transferred irrevocably to a third party for payment/distribution. In addition, there may be added by the General Contractor and/or Sub-contractor an amount agreed upon, but not to exceed a combined total of fifteen percent (15%) of the actual costs, for overhead and profit. This cost breakdown shall be submitted to the Owner promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

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

18.5 In determining the cost or credit to the Owner resulting from a change, the allowances for all overhead (including home office and field overhead) and profit combined, shall be negotiated and shall not exceed (15%) fifteen percent.

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

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

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

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

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

18.10 The Owner 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 Owner, and shall be binding on the Owner and the General Contractor. The General Contractor shall carry out such orders promptly. If the General Contractor should claim that an ASI involves additional cost or delay to the completion of the Work, the General Contractor shall give the Owner written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the General Contractor shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

18.10.1 If the General Contractor claims that any instructions by the Owner involve additional cost or time extension, the General Contractor shall give the Owner written notice thereof within ten (10) Calendar Days after the receipt of such instructions and before proceeding to execute the change in Work. The written notice shall state the date, circumstances, whether a time extension will be requested, and the source of the order that the General Contractor regards as a Change Order. Unless the General Contractor acts in accordance with this procedure, any oral order shall not be treated as a change and the General Contractor hereby waives any claim for an increase of the Contract amount or extension of the contract time.

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

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - CONCEALED CONDITIONS

20.1 The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The General Contractor is responsible for verifying all actual locations. If utilities require relocation or rerouting that is not shown or indicated to be relocated or rerouted, the General Contractor shall contact and cooperate with the Owner to make the required adjustments. Any request for change

in the Contract Amount by the General Contractor shall be made pursuant to Article 18 of the General Conditions.

20.2 If any charted or uncharted utility service is interrupted by activities of the General Contractor or the General Contractor's Sub-contractor(s) for any reason, the General Contractor shall work continuously to restore service to the satisfaction of the Owner.

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

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

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

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

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

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

20.5 If the Owner determines that changed conditions do not exist or are not materially different and no adjustment in the Contract Amount or time is warranted, the General Contractor shall continue performance of the Contract as directed by the Owner. No claim by the General Contractor under this clause shall be allowed unless the required written notice is given and the

Owner is given adequate opportunity to investigate the conditions encountered prior to disturbance. The failure of the General Contractor to give the Owner proper notice of a differing site condition shall not affect the Owner's right to an equitable adjustment of the contract price or time if there is a decrease in the Contract Amount or time required to perform the Work.

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and where additional time is allowed for the completion of the Work or any part of the Work under this Contract, the new time limit fixed by such time extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under this Contract, except as set forth in Article 21.10 below.

21.2 The General Contractor will, subject to the provisions of Articles 21.7, 21.8 and 21.9 below, be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:

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

21.2.2 Unforeseeable causes beyond the control and without the fault or negligence of the General Contractor including, but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, floods, epidemics, quarantine restrictions, strikes, and freight embargoes.

21.2.2.1 For such delays which stop all work on the Project for thirty (30) Calendar Days or more, the General Contractor shall be authorized at its discretion to remove its people from the site and return when the normal progress of the work may continue.

21.2.3 Regardless of the cause of a delay, the General Contractor shall expend all reasonable effort to mitigate the impact of any delay.

21.2.4 Requests for additional time due to delays in transportation or due to failures of suppliers shall not be considered for approval.

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

21.4 Except as otherwise provided in the Contract Documents, extensions of the contractually required completion dates may be granted for unusually bad weather on the Project. Unusually bad weather as used herein means daily temperature or precipitation that exceeds the normal weather recorded and expected for the locality and/or the season or seasons of the year. For the purposes of this contract, it is mutually agreed that the following chart accurately defines the number of days in each month on which bad weather can reasonably be anticipated to impact weather dependent construction operations, and the General Contractor shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

Mean	Jan.	Feb	Mar	Ap	May	Jun	Jul.	Aug	Se	Oct	Nov.	Dec.
Number of		.	.	r.		.		.		p.	.	
<u>Days When</u>												

Max Temp 32° or Below	9	6	1	0	0	0	0	0	0	0	1	5
Precip. Is 0.10 Inch or Greater	7	6	9	7	8	8	8	6	5	5	7	7

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

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

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

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

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

21.5 In addition to the requirements of Article 21.7 and Article 21.8 below, any request for an extension of time for strikes or lockouts shall be supported by a written statement of facts concerning the strike including, but not limited to, the dates, the craft(s) affected, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on the Project.

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The

Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.

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

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

21.9 Approved extensions of time not caused by unusual inclement weather shall be incorporated in a revised schedule at the time of approval. No subsequent requests for time extension will be considered unless all previous approved time extensions have been incorporated in the Project schedule on which the requests are based.

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

21.10.1 In addition to the provisions of Articles 18.3 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

21.10.2 If delays, hindrances, impacts or obstructions of the General Contractor’s performance of the Contract are in whole or in part within the control of the Owner and, subject to the requirements of Article 21.8 and 21.8.1, extend contractually required completion dates of the Project, the General Contractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Owner.

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

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

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

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

23.3 If the General Contractor fails to correct nonconforming Work within a reasonable time, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for nonconforming Work or materials after Final Payment to the General Contractor, the Owner shall be entitled to recover all amounts for such corrections, including costs and attorney's fees, from General Contractor or surety.

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

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

ARTICLE 25- OWNER'S RIGHT TO STOP WORK

25.1 If the General Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice may order the General Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The General Contractor shall not be entitled to an adjustment in the Contract Time or Amount under this clause in the event such stoppages are determined to be the fault of the General Contractor or its Sub-contractor(s). The right of the Owner to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the General Contractor or others.

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF GENERAL CONTRACTOR

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

26.1.1 If the General Contractor refuses or fails to prosecute the Work (or any separable part thereof) with such diligence as will insure its completion within the agreed upon time; or if the General Contractor fails to complete the Work within such time;

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

26.1.3 If the General Contractor repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that Sub-contractors supply adequate supervision, suitable materials or equipment, or adequate numbers of skilled workmen and supervision to the Work;

26.1.4 If the General Contractor repeatedly fails to make prompt payments to Sub-contractors or suppliers at any tier, or for labor, materials or equipment;

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

26.1.6 If the General Contractor disregards the authority of the Owner;

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

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

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

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

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

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

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

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

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

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

ARTICLE 27 - SUSPENSION OF WORK

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

ARTICLE 28 - TIME OF COMPLETION

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

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

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

28.3.1 When the General Contractor considers the entire Work is substantially complete as defined in Article 1.1.17 of these General Conditions, and is ready for its intended use, the General Contractor shall notify the Owner in writing and request an inspection. The declaration and request shall be

accompanied by a list prepared by the General Contractor of those items of Work still to be completed or corrected. The failure of the General Contractor or Owner to include any item or items, which are not completed or which need correction, on such list shall not alter the responsibility of the General Contractor to complete all Work in accordance with the Contract Documents.

28.3.2 The Owner shall, within a reasonable time after receipt of notification from the General Contractor of a declaration of Substantial Completion and request for inspection, make such inspection. Prior to the Substantial Completion Inspection and within sufficient time to allow the Owner's review, the General Contractor shall submit all As-Built drawings, Notice of Termination, catalog data, complete operating and maintenance instructions, manufacturer specifications, certificates, warranties, written guarantees and related documents required by the contract.

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

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

28.4.1 The provisions of Article 30.11 notwithstanding, if the General Contractor meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Supply Chain Operations may reduce the retainage to (5%) of the current Contract Amount. 28.4.2 In the event the General Contractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

28.5 Project Close Out. When the General Contractor considers that all Work required by the Contract is 100% complete, including correction of any remaining punch list work or deficiencies, the General Contractor shall notify the Owner in writing and request a final inspection. The Owner, upon receipt of written notice from the General Contractor that the Work is complete and

is ready for final inspection and acceptance, will promptly make such inspection and when the Owner finds the Work completed and acceptable under the Contract Documents and the Contract fully performed, the Owner will so notify the General Contractor in writing to submit, and will certify to the Owner a final Certificate for Payment submitted in accordance with Articles 30.9 and 30.9.1 of these General Conditions. If the General Contractor does not complete the punch items within the time designated, the Owner retains the right to have these items corrected at the expense of the General Contractor including all architectural, engineering and inspection costs and to deduct such costs and expenses from the funds being held in retainage. The Owner shall not be required to release the retainage until such items have been completed.

ARTICLE 29 - LIQUIDATED DAMAGES

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

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

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

ARTICLE 30 - PAYMENT TO THE GENERAL CONTRACTOR

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

30.2

The Owner, provided no exception is taken, will issue payment on or within thirty (30) Business Days from the date received from the General Contractor. A reasonable delay on the part of the Owner in making payment to the General Contractor for any given payment shall not be grounds for breach of Contract.

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

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

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

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

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

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

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

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

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

30.7 Prior to submitting the first application for payment, the General Contractor shall submit to the Owner for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Owner, this schedule shall be used as a basis for General Contractor's applications for payment and may be used by the Owner to

determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the General Contractor.

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

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

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

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

30.8.1.3 Failure of the General Contractor to perform any of its obligations under the Contract, or

30.8.1.4 Failure of the General Contractor to make payment properly to Sub-contractors; suppliers of material, services or labor; or to reimburse KDMC for utilities or other services as provided for in the Contract;

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

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

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

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the General Contractor of all required documents and releases, all retained amounts shall be paid to the General Contractor as part of the Final Payment. By accepting such payment, the General Contractor certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the General Contractor, or any vendors or material suppliers, have been paid or will be paid from the

proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner that are outstanding or unresolved.

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

30.10.1 The Owner may, on request, furnish to any Sub-contractor or material supplier information regarding the percentages of completion applied for by the General Contractor and the action thereon by the Owner.

30.10.2 The Owner shall not have any obligation to make payment to any Subcontractor or material supplier except as may otherwise be required by law.

ARTICLE 31 - AUDITS

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

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

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

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

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

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

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

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

ARTICLE 32- PROGRESS & SCHEDULING

32.1 The schedules for this Project shall be provided by the Construction Manager.

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

32.2.1 The schedules submitted for this Project shall not exceed time limits established for the Project. Schedules which reflect a duration less than the Contract Time are for the convenience of the General Contractor and shall not be the basis of any claim for delay or extension of time.

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

32.2.3 The General Contractor shall also submit a payment schedule indicating the percentage of the Contract Amount and the amount of the anticipated monthly payments that will be requested as the Project proceeds.

32.2.4 The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the General Contractor.

32.3 The General Contractor shall prepare and keep current, for the Owner's approval, a separate schedule of submittals coordinated with the General Contractor's CPM construction schedule that provides reasonable time for the Owner to review the submittals.

32.4 The General Contractor shall cause the work to be performed pursuant to the most recent schedules.

ARTICLE 33 - USE OF COMPLETED PORTIONS

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

ARTICLE 34 - INDEMNIFICATION

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

34.2 The General Contractor shall also indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from any claims relating to the Project brought against the Owner, its consultants, and their respective employees and agents by any Sub-contractor unless such claims are due to the gross negligence or misconduct of the Owner.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the General Contractor, any Sub-contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type

of damages, compensation or benefits payable by or for the General Contractor or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

34.4 The obligations of the General Contractor under this Article shall not extend to the liability of the Owner, 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 Owner, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 35 - INSURANCE

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

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

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

35.4. The General Contractor shall either require each Sub-contractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or insure the activities of such Sub-contractors under a blanket form as described below:

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

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

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

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

35.5 Builders Risk Insurance. The General Contractor shall purchase and maintain an "all risk" Builder's Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, General Contractor, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. General Contractor's work performed, and materials to be incorporated into the project and stored on the jobsite, will be covered. Builder's Risk does not include temporary buildings, or General Contractor or General Contractor's tools, equipment, or trailers and contents.

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

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS

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

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

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

ARTICLE 37 - DAMAGED FACILITIES

37.1 The General Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the General Contractor's own

forces, Sub-contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

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

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

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

ARTICLE 38- CLAIMS & DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE 39 - CLAIMS FOR DAMAGE

39.1 Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or other controversy arising under the Contract, such claim or controversy shall be made in writing to the other party within thirty (30) days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Director of Supply Chain Operations ("Director") or his designee for the hospital. The Director, or designee, is authorized, subject to any limitations or conditions imposed by regulations, to settle, comprise, pay, or otherwise adjust the claim or controversy with the General Contractor. The Director, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the General Contractor. The decision rendered shall be final and conclusive unless the General Contractor files suit pursuant to KRS 45A.245. If the Director, or designee, does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the General Contractor may proceed as if an adverse decision had been received.

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

ARTICLE 40 - LIENS

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

40.2 Statements of lien shall be filed with the Boyd County Clerk and any action to enforce the same must be instituted in the Boyd Circuit Court, pursuant to KRS 376.250 (2).

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

ARTICLE 41 - ASSIGNMENT

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

ARTICLE 42 - SEPARATE CONTRACTS

42.1 The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces in the normal sequence of the work as depicted in the then current construction schedule. Except for work performed by Medical Center personnel, such contracts shall be assignable to the General Contractor and shall contain the same terms and conditions as the contracts between the General Contractor and the Sub-contractors. The General Contractor will be entitled to a maximum of 7% total fee on the value of such assigned contracts. The General Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Owner may direct.

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

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

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

ARTICLE 43 - GENERAL CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

43.1 The General Contractor is fully responsible to the Owner for the acts and omissions of the Sub-contractors and of persons either directly or indirectly employed by them. The General Contractor is responsible for the acts and omissions of persons employed directly by the General Contractor and for the coordination of the Work, including placement and fittings of the various

component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Sub-contractors, will be paid by the Owner.

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

43.3 The General Contractor shall make no substitution or change in any Sub-contractor listed and accepted by the Owner except as approved in writing by the Owner.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Sub-contractor, Trade Contractor or Supplier, nor shall the General Contractor include any language in their contracts with any Sub-contractor, Trade Contractor and/or Supplier that might imply such a relationship. The General Contractor is hereby notified that it is the General Contractor's contractual obligation to settle disputes between Sub-contractors, Trade Contractors, and/or Suppliers. The Owner will not settle disputes between the General Contractor and any Sub-contractor, Trade Contractor, and/or Supplier or between Subcontractors, Trade Contractors, and/or Suppliers.

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

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

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

ARTICLE 44 - CASH ALLOWANCE

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

ARTICLE 45 - PROJECT SITE LIMITS

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

ARTICLE 46 - CLEAN UP

46.1 The General Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit

doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

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

ARTICLE 47 - POINTS OF REFERENCE

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

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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

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

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

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

48.3.1 In the event the Contract Documents contain specific reference to two (2) or more items as described in Article 48.3, any of those listed will be acceptable.

48.4 Substitution of equipment and materials previously submitted by the Contractor and approved by the Owner will be considered only for the following reasons:

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

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

48.5 In substituting materials or equipment, the Contractor assumes responsibility for any changes in systems or modifications required in adjacent or related work to accommodate such substitutions, despite Owner approval, and all costs associated with the substitution shall be the responsibility of the Contractor. The Owner shall be reimbursed by the Contractor for any architectural or engineering revisions required as the result of such substitutions.

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

ARTICLE 49 - TEST AND INSPECTION

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

49.2 The General Contractor shall give the Owner timely notice of readiness of the Work for all inspections, tests or approvals.

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

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

ARTICLE 50 - WARRANTY

50.1 The General Contractor warrants to the Owner 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 Owner, the General Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the General Contractor requests approval of a substitution of material or equipment, the General Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The General Contractor explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the General Contractor shall deliver to the Owner all warranties and operating instructions required under the Contract or to which the General Contractor is entitled from manufacturers, suppliers, and Sub-contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the General Contractor to replace defective material and equipment and re-execute defective Work which

is disclosed to the General Contractor by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one (1) year from Substantial Completion as provided for by law or by the Contract Documents.

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

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

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

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

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

50.7 All costs, attorney's fees and expenses incurred by the Owner as a result of the General Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the General Contractor.

ARTICLE 51 - PREVAILING WAGE LAW REQUIREMENTS (NO LONGER USED AS OF 1/9/2017)

ARTICLE 52 - APPRENTICES

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

ARTICLE 53 - GOVERNING LAW

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

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the General Contractor agrees as follows:

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

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

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

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

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

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

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

55.1.2 The General Contractor or Sub-contractor utilizes the services of fewer than eight (8) employees during the course of the Contract;

55.1.3 The General Contractor or Sub-contractor employs only family members or relatives;

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

55.2 The General Contractor and any Sub-contractor, not otherwise exempted, shall:

55.2.1 For the length of the Contract, hire DBE's from within the drawing area to satisfy the agreed upon goals and timetables. Should the union with which the General Contractor or Sub-contractor have collective bargaining agreements be unwilling to provide sufficient DBE's to satisfy the agreed upon goals and timetables, the General Contractor and Sub-contractors shall hire DBE's from other sources within the drawing area.

Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. MBE, WBE, Veterans, Disabled Veterans and Disabled make up Diverse Business Enterprises (DBE)

55.2.2 The equal employment provisions of The Act may be met in part by the General Contractor contracting to a Diverse Business Enterprise (DBE) contractor or Sub-contractor.

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

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

55.4 Any provisions of The Act notwithstanding, no General Contractor shall be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

ARTICLE 56 – VENDOR CREDENTIALING

56.1 Contractor must have valid KDMC badge and be worn at all times above the waist.

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SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A GENERAL CONTRACTOR
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ARTICLE 01 GENERAL INFORMATION

1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.

1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.

1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

ARTICLE 02 FIELD CONDITIONS

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

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

4.1 Wherever in these Contract Documents reference is made to the Consultant, it shall be understood to mean UK Kings Daughters Medical Center Facilities Engineering and Asset Management or their duly authorized representatives. (See Article 2 of the General Conditions.)

ARTICLE 05 GEOTECHNICAL REPORT

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

ARTICLE 06 TIME FOR COMPLETION

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

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the General Contractor fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMISSIONS - GENERAL

8.1.1 The General Contractor shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports as a separate item and must submit all items electronically to the Consultant and the UK KDMC Director of Project/Construction Management.

8.1.2 All sample selections for color shall be submitted for approval at the same time. Color selections shall not be submitted individually.

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8.1.3 Any deviation from the Contract Documents shall be noted on the transmittal form comment section.

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

8.1.5 Re-submittals shall conspicuously note all changes from earlier submissions. Special notation by the General Contractor shall be made to any changes other than those in response to the Consultant's review.

8.1.6 Manufacturers shall, when requested by the Consultant, submit test reports prepared by reputable firms or laboratories certifying as to performance, operation, construction, wearability, etc., to support claims made by the manufacturer of the equipment or materials proposed for inclusion in the Work. General Contractor shall also submit a list of three (3) installations where said equipment or materials have been in service for a minimum of five (5) years.

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

Field Measurements, Field Construction Criteria, Catalog numbers and similar data, Quantities and Capacities, and Compliance with requirements, including verification of all dimensions,

8.2.3 Review Stamp designations shall be as follows:

8.2.3.1 "NET = No Exceptions Taken": Proceed with the Work, no corrections needed.

8.2.3.2 "FC= Furnish as Corrected": Proceed with the Work, noting the corrections/conditions of the approval.

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

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

8.3.1.2 The General Contractor understands and agrees that, without assuming design responsibility, he expressly warrants that products described in the attached submittal are capable of being used in

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accordance with the intent of the design documents and that they conform to the Contract requirements unless specifically noted otherwise.

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

8.4.1 The General Contractor, within ten (10) days after the Pre-Construction meeting, shall begin uploading submittals using E-Communication (E-COMM)[®], to generate a log fixing the dates for submission of Shop Drawings, special order material items, certifications, guarantees, and any other items required to be submitted to the Consultant for review, approval or acceptance. Projects not utilizing E-Communication (E-COMM)[®] will submit a Shop Drawing Log provided by the Owner during the Pre-Construction Meeting.

8.4.2 The log shall track all submittals to date. The updated log shall then be reviewed and discussed at each progress meeting to determine items that may impact the construction schedule.

8.5 Shop Drawings

8.5.1 The General Contractor shall review, approve, and submit Shop Drawings to the Consultant, in accordance with the Consultant's Shop Drawing & Procurement Submittal Log or E-Communication (E-COMM)[®], as herein detailed. By approving and submitting Shop Drawings, the General Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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8.5.6 All submittals are to be submitted electronically by the contractor. Shop Drawings submitted through E-Communication (E-COMM)® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Workflow in E-Communication (E-COMM) ® will be established during the workflow meeting. Each individual Shop Drawing shall have its respective specification number and description highlighted.

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

8.6 SUBMISSIONS - SAMPLES

8.6.1 Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product with integrally related parts and attachment devices, and full range of color, texture, and pattern.

8.6.2 Products shall not be used until the sample has been submitted to and approved by the Consultant.

8.6.3 A minimum of two (2) samples are required to be submitted to the Consultant for review and approval and will be distributed as follows:

- a) One (1) to be retained by the Hospital;
- b) One (1) to be returned to the Design Consultant;
- c) An additional sample or samples may be submitted, at the General Contractor's option, for distribution to a third party.

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The hospital requires a minimum of one (1) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete. Projects utilizing E-Communication (E-COMM) will create digital copy from the Document Library (Closeouts) in e-Communication. The Closeout Log must contain individual line items for each physical copy submitted with corresponding PDF attachments. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the General Contractor fails to provide these required electronic submittals prior to reaching seventy-five (75%) completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Closeout Documents submitted through E-Communication (E-COMM) ® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Each manual must contain:

8.7.2.1 Project Title, Project number, Location, dates of submittals, names, addresses and phone number for the Consultant, General Contractor, and General Contractor's Sub-contractors;

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

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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 E-Communication (E-COMM) ®;

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

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 UK King's Daughters Medical Center listed as the Owner for all equipment provided and/or installed.

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

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

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

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

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

8.8.1 The General Contractor shall submit one (1) electronic copy of As - Built set of drawings in .pdf format indicating all deviations of construction as originally specified in the Contract Documents. These As-Built Drawings will compile information from the General Contractor as well as all Sub-contractors. The General Contractor shall provide a qualified representative to update the As - Built set of drawings as construction progresses. As-Built submitted through E-Communication (E-COMM)® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed

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

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

8.9 SUBMISSIONS - EQUIPMENT LIST

8.9.1 Complete equipment list provided in Unifomat format with the information being provided for individual locations as noted in Attachment A – Unifomat Component List.

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

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

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

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

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

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

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful General Contractor can purchase any number of sets of plans and specifications for large construction projects from Lynn Imaging, Lexington, Kentucky (<http://www.ukplanroom.com/> or phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021). The General Contractor will be required to pay Lynn Imaging for the cost of duplication for all sets required.

9.2 Kings Daughters Medical Center will provide two sets of the 'Official Contract Documents' book to the successful General Contractor. One (1) set is to be for his office and the other set is for the jobsite.

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

ARTICLE 10 PROGRESS MEETINGS

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

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shop drawings being reviewed, outstanding RFI's, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review "pencil copy" of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

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

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

- (1) The Owner's Project Manager
- (2) The Consultant
- (3) General Contractor
- (4) Sub-contractors
- (5) Others requested to attend (as deemed appropriate by KDMC)
- (6) Physical Plant Division Representative

10.4 A location near the site will be designated where such progress meetings will be held. Participants will be notified of the dates and times of the meetings by the Consultant.

ARTICLE 11 CONSTRUCTION SCHEDULE – BAR CHART

11.1 The General Contractor shall prepare construction schedules as a bar chart, with separate divisions for each major portion of the work, and in sufficient detail to identify the plan and sequence of construction to be followed in meeting the requirements of the Contract. Schedules shall include divisions for Work to be accomplished remote from the central construction site, e.g. utilities from outside the construction site to the site for chilled water, steam, electrical, communications, and/or fire service. Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for such Work must be maintained and completed in the shortest reasonable time. The sequence of listings shall follow the Table of Contents of the Specifications. Maximum sheet size shall be 30" x 42". The schedule shall show the complete sequence of construction, by activity, with dates for beginning and completion of each element of the Work.

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

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

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

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

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

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

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

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

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

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

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

11.2 The schedule shall be submitted to the Consultant and to the Owner for review within thirty (30) calendar days after the date established for the start of Work on the Project as stated in the official Work Order and Notice to Proceed. Review will be only for general conformance to the requirements of the contract. Review comments and/or acceptance of the Contractor's schedule shall not relieve the Contractor of any obligation for compliance with all requirements of the Contract Documents. Such review and comments shall not constitute interference with the Contractor's means and methods of construction, which shall remain solely the responsibility of the Contractor.

11.3 Schedules shall be revised no less frequently than monthly to coincide with regular monthly Project progress meetings and submission of Applications for Payment and shall be updated to indicate

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progress of each activity to the date of submittal, the projected completion of each activity, any activities modified since previous submittal, any major changes in scope, and all other identifiable changes, and further shall be accompanied by a narrative report to define problem areas, anticipated delays, impact on the progress of the Work, and to report corrective action taken or proposed.

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

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

11.6 The processing of all progress payments is contingent upon the submission of updated schedules.

11.7 The processing of all Change Orders requesting a time extension to the contract are contingent upon the submission and approval of a revised schedule demonstrating that the change order does impact the date of completion for the entire project. Time extension requests associated with Change Orders that do not impact the date of completion for the entire project will be rejected.

ARTICLE 12 WALK-THROUGH

12.1 After the "Work Order" is issued but before Work by the General Contractor is started, a walk-through of the area is required to document the condition of the space, surfaces, or equipment. It is the responsibility of the General Contractor to schedule the walk-through with the Owner's Project Manager, the Consultant, and other interested parties.

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

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

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

ARTICLE 13 OWNER'S CONSTRUCTION REPRESENTATIVE (NOT USED)

ARTICLE 14 FIELD OFFICE

14.1 A field office shall not be required for this Project.

ARTICLE 15 TELEPHONE SERVICE

15.1 General Contractor shall arrange through UK KDMC Communications and Network Systems for installation of on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the General Contractor. (Cell phone/Nextel service in lieu of UK KDMC Communications and Network Systems phone service may be utilized at General Contractor's option.)

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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 UK KDMC facilities. During active excavation/trenching operations, fencing shall be erected to prevent unauthorized entry into the site. All fencing shall comply with the current requirements of the International Building Code except where the following requirements are more stringent.

16.1.1 All job site perimeter fencing within 5 feet of a walkway, street, plot line, or public right-of-way shall be 8 feet in height. Perimeter fencing that blocks sidewalks must include signs directing pedestrians to a safe walkway or crosswalk. Signage may be attached to the fence, but may also be required to inform pedestrians of sidewalk closures and detours prior to arriving at the closed area. General Contractor shall provide electrical pedestrian and general lighting along the top rail of the perimeter of the construction site fence to provide a minimum illumination level of 1.5 foot candles. Pedestrian and perimeter fence lighting shall be installed in conduit, raceway, and/or pathway system properly supported to the perimeter fence. Open or flexible cabling will not be acceptable.

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

16.1.3 All fencing shall be of a woven material such as chain link or a solid type fence. Fencing shall include gates required for construction operations. Gates shall be lockable with both the General Contractor's lock, and a lock provided by the Owner. All locks to be "daisy-chained" to provide access to the Owner.

16.1.4 It shall be the General Contractor's responsibility to determine the proper quality of materials and methods of installation of the fencing, with the understanding that it must be maintained in good condition, good appearance, rigid, plumb, and safe throughout the construction period. The fence does not have to be new material. The fence is to be erected on fence posts securely anchored in the ground. Provide a top bar or, with prior approval of the owner, a wire shall be run through the top of the fence and attached to the end posts. A tension control device shall be installed as necessary. Use of sandbags, concrete weights, stakes, etc. to hold fence posts in place are not allowed. Penetrations in pavement or landscape walking surfaces may not be made without the approval of the owner. Any damage caused by the fence installation shall be repaired in a manner satisfactory to the owner.

When fencing is to remain in place for six (6) months or more a green fabric mesh must be provided for the full height and length of the fence. Fabric should be omitted for one (1) section of fencing where blind corners occur or at pedestrian/vehicle intersections.

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

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

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

ARTICLE 17 PROJECT SIGN

17.1 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.

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ARTICLE 18 PARKING

18.1 On-site parking is available.

ARTICLE 19 SANITARY FACILITIES

19.1 Restroom facilities in one of the surrounding buildings will be designated at the Pre-Construction Meeting for use by the General Contractor's workforce during construction. The designated restroom(s) and areas accessible to General Contractor must be kept clean and neat during construction. Failure to keep them clean will result in the General Contractor being required to provide portable toilets at his cost at the site. Drinking water shall be provided from an approved safe source so piped or transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

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

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

ARTICLE 21 ALLOWANCES (NOT USED)

ARTICLE 22 SEQUENCE OF CONSTRUCTION

22.1 Not Used

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

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

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

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

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

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ARTICLE 23 CRANE & MATERIAL HOIST OPERATIONS

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

23.2 Cranes and material hoists shall be safely secured and inaccessible during non-operating hours. General Contractor shall coordinate operation or erection of a crane or material hoist in the vicinity of the Medical Center with Medical Center Aeromedical Operations (Med-evac helicopter).

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

ARTICLE 24 UTILITIES

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

24.2 UTILITY OUTAGES

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

24.2.1.1 ENTIRE BUILDING OUTAGE

The Owner's Project Manager is the General Contractor's contact with KDMC for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within KDMC and receive approval from those units prior to allowing a planned outage to occur. The established standard within KDMC 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 KDMC. The Owner's Project Manager will then notify all affected departments or divisions.

24.2.1.2 SECTION OF A BUILDING OUTAGE

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

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ARTICLE 25 CLEANING AND TRASH REMOVAL

25.1 The General Contractor shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.

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

25.3 Upon completion of the Work, General Contractor shall thoroughly clean and re-sod grass areas damaged to match existing areas.

25.4 The General Contractor shall be responsible for removal from the site of all liquid waste or other waste (i.e. hazardous, toxic, etc.) that requires special handling on a daily basis.

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

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

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

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

ARTICLE 26 BLASTING

26.1 There shall be no blasting under any conditions on UK KDMC property unless specified in these Special Conditions.

ARTICLE 27 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 28 UNRELATED PROJECTS

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

ARTICLE 29 OWNER SUPPLIED MATERIALS (NOT USED)

ARTICLE 30 REMOVED ITEMS (NOT USED)

ARTICLE 31 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

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

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

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

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

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

31.6 General Contractor shall provide additional devices and materials and required to contain dust within Work area and protect personnel during course of Work.

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

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

31.9 The General Contractor may assume existing walls which extend full height, floor to structure, shall be deemed appropriate to contain air borne dust. Cover any voids or penetrations.

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

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

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

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

ARTICLE 32 UK KDMC COMMUNICATIONS AND NETWORK SYSTEMS

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32.1 Not used

ARTICLE 33 EMERGENCY VEHICLE ACCESS

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

ARTICLE 34 SMOKE DETECTORS / FIRE ALARM SYSTEMS- EXISTING AND/OR NEW FACILITIES

34.1 General Contractor shall protect all smoke detectors in Work areas to prevent false alarms. The General Contractor will be responsible for any false alarm caused by dust created in their Work areas or dust traveling to areas beyond the Work past inadequate protection barriers. If there is a need for an existing or newly installed fire alarm system or parts of that system to be serviced, turned off, or disconnected, prior approval must be obtained from the Owner's Project Manager and notification given to the Campus Dispatch Office. The General Contractor must follow the procedure outlined for Utility Outages and any documented costs charged by the responding fire department due to a false alarm shall be paid by the General Contractor. As soon as all Work is completed, notification must be given to the Owner's Project Manager and to the Campus Dispatch Office prior to reactivation of the system. Prior to Final Payment to the General Contractor, all protected smoke detectors will be uncovered and tested.

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

ARTICLE 35 SURVEYS, RECORDS, and REPORTS

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

35.2 Survey Procedures: The General Contractor 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 General Contractor or Design Consultant's reference at reasonable times. Surveyor shall record deviations from required lines and levels, and advise Design Consultant or General Contractor promptly upon detection of deviations exceeding indicated or recognized tolerances. The General Contractor shall record deviations which are accepted (not corrected) on Record Drawings.

ARTICLE 36 TOBACCO PRODUCTS PROHIBITED

36.1 For areas located within Boyd County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by KDMC. "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.

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36.2 For areas not located within Boyd County, Kentucky, smoking is prohibited in all owned, operated, leased, or controlled UK KDMC buildings and structures, parking structures, enclosed bridges and walkways, and vehicles. Smoking is also prohibited outside buildings and structures within 20 feet of entrances, exits, air intakes, and windows, unless further restricted by division policy.

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

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

ARTICLE 37 ALTERNATES (NOT USED)

ARTICLE 38 FIELD CONSTRUCTED MOCK-UPS (NOT USED)

ARTICLE 39 PROJECT COORDINATION VIA COMPUTER

39.1 The General Contractor and subcontractors are required to have an active email account to facilitate coordination of the project during construction and warranty.

39.2 To facilitate project construction coordination between the Consultant, the General Contractor, Subcontractors and Kings Daughters Medical Center as the Owner. The Consultant shall participate in the use of the WPMS (E-Communication (E-COMM)® or other system at the Owner's discretion) providing collaboration between Owner, the Consultant and selected contractors.

39.2.1 Owner shall provide the General Contractor and subcontractors with user accounts and appropriate training for the web-based project management tool.

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

39.2.3 Participation of General Contractor is mandatory; others as determined by Owner. Participation of Subcontractors is not mandatory but will be offered at their discretion.

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

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

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

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

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

ARTICLE 40 HOT WORK PERMITS

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

ARTICLE 41 INSURANCE

41.1 Employers' Liability Insurance. The General Contractor shall acquire and maintain Employers’ Liability insurance with at least \$500,000/\$500,000/\$500,000 limits of liability for all employees who will be working at the Project site.

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

41.2.1.1 The limits of liability shall not be less than \$1,000,000 each occurrence combined single limits for bodily injury and property damage.

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

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

41.2.4 Workers’ Compensation - Statutory Requirements (Kentucky)

ARTICLE 42 KEY ACCESS

42.1 If Construction Cores are NOT utilized, then one set of keys for access to the renovation project area will be provided to the General Contractor by UK KDMC Project Manager. The General Contractor assumes responsibility for the safekeeping of the key(s) and its use. When leaving the renovation area all doors must be secured.

42.2 All keys must be returned to the KDMC’s Project Manager upon completion of project work as one of the requirements for Final Payment. Failure to return the keys may require re-keying of all doors in the work area up to and including the entire building if master keys are issued. The cost of re-keying of the door(s) accessed by the key(s) will be subtracted from the remaining contract dollars including contract retainage.

42.3 All lost or stolen keys must be reported immediately to KDMC’s Project Manager.

ARTICLE 43 CEILING CLEARANCE

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

43.2 Coordination Between Trades: Request and examine all drawings and specifications pertaining to the construction before installing above ceiling work. Cooperate with all other contractors in locating piping, ductwork, conduit, openings, chases, and equipment in order to avoid conflict with any other contractor’s work. Give special attention to points where ducts or piping must cross other ducts and piping, and where

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ducts, piping and conduit must fit into the walls and columns. Make known to other trades intended positioning of materials and intended order of work. Determine intended position of work of other trades and intended order of installation.

ARTICLE 44 METAL ANCHORS

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

ARTICLE 45 CONTRACTOR/SUPERINTENDENT EXPERIENCE

45.1 For those projects impacting patient care the Construction Manager and Superintendent are required to have a minimum of five (5) years of construction experience in the past 10 years with projects involving patient care areas. Owner may waive this requirement if sufficient information is provided to confirm competency.

ARTICLE 46 TREE PROTECTION STANDARDS

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

AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by UK King's Daughters Medical Center on **Bid # KD-CC-0201-26 UK King's Daughters Medical Graduate Medical Education-Medical Plaza A.**
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of _____)

County of _____)

Subscribed and sworn to before me by _____ on this _____
day of _____, 2025.

My commission expires _____

Notary Public, State at Large