Request for Proposal
UK-1984-20
Proposal Due Date - 08/21/19

Pharmacy Clean Room
Chandler Pav H – 2nd Floor Pharmacy
REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-1984-20
Issue Date: 7-26-19
Title: Pharmacy Clean Room
Purchasing Officer: Jim Sutton
Phone: 859-257-5406

RETURN ORIGINAL COPY OF PROPOSAL TO:
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG.
LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 08-21-19 3 P.M. LEXINGTON, KY TIME.

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

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST
I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:
1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

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

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

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

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

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Attachment B Special Conditions
Attachment C Clean Room Documents and Drawings
Attachment D Wehr Construction Subcontractors Agreement
1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Requests for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide all labor, equipment and materials for complete Trade Package 10 – Pharmacy Clean Room.

- The Contractor who is chosen to provide the system must provide a turn-key installation with full functionality.
- The Contractor who is chosen to implement the system must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- The Contractor shall be responsible for ensuring the space achieves certification. The testing shall be performed by a third-party testing agency. Any additional costs for retesting if the space does not meet certification shall be the responsibility of the cleanroom contractor.

The Contractor who is chosen shall participate in the MEP coordination / Building Information Modeling.

Proposals for the following work will be received by the University of Kentucky, Purchasing Division, Room #322 Peterson Service Building, Lexington, Kentucky 40506-0005, in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of, Trade Contract 10 – Pharmacy Clean Room for Project #2500 Chandler Pav H – 2nd Floor Pharmacy as set forth in the specifications and as shown on the drawings for as prepared by JRA Architects and the Scope of Services prepared by Wehr Constructors Inc. and approved by the Capital Project Management Division and the under the terms and conditions of this RFP.

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

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

Also included, are the drawings and specifications for the 2nd Floor Pharmacy project. These drawings and specifications are to be considered as included in this scope and they supplement with the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

2.2 Background Information

The proposed Chandler Pavilion H Pharmacy Project is located on the Second Floor of the UK Albert B. Chandler Hospital – Pavilion H located on 800 Rose Street, Lexington Kentucky 40508. The proposed Project consists of the renovation of ~5,020 sf of existing pharmacy distribution space on the Second Floor. The main Project components consist of the creation of compounding...
and drug storage facilities for the Markey Cancer Center, with associated receiving, breakdown,
and work stations spaces surrounding the clean room suite in the center of the space.

IMPORTANT NOTE: THE SUCCESSFUL BIDDERS WILL ENTER INTO A SUBCONTRACT
WITH WEHR CONSTRUCTORS INC. THE FORM OF CONTRACT IS INCLUDED WITH THE BID
DOCUMENTS. THERE WILL BE NO DIRECT CONTRACTUAL RELATIONSHIP BETWEEN THE
SUCCESSFUL BIDDERS AND THE UNIVERSITY OF KENTUCKY.

2.3 University Information

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

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

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

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

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy
disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources
through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

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

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

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

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

3.1 Key Event Dates

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<td>Release of RFP</td>
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<tr>
<td>Pre-Proposal Conference (Optional)</td>
<td>08/09/2019</td>
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<tr>
<td>Deadline for Written Questions</td>
<td>3 p.m. Eastern Time on 08/12/19</td>
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<td>RFP Proposals Due</td>
<td>3 p.m. Eastern Time on 08/21/19</td>
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<tr>
<td>Offeror Presentations*</td>
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*projected dates

3.2 Offeror Communication

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

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

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

Mr. Jim Sutton  
Purchasing Division  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone: (859) 257-5406  
Fax: (859) 257-1951  
E-mail: jsutton@uky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held in Lexington, Kentucky on 08/09/19 at 3:00 PM. in Room H116 Chandler Hospital to allow prospective contractors an opportunity to ask questions and clarify the University’s expectations. This conference provides offerors an opportunity for oral questions.
The following items should be noted in reference to the pre-proposal conference:

- Attendance at the pre-proposal conference is optional. At this conference, the scope of services will be discussed in detail and copies of prior year financial reports will be distributed.
- Offerors are encouraged to submit written questions after the conference by the date listed in Section 3.1.

The University will prepare written responses to all questions submitted and make them available to all offerors. The questions and answers will be made part of the RFP and may become part of the contract with the successful contractor. Answers given orally at the conference are not binding.

3.4 **Offeror Presentations**

Short listed proposals receiving consideration for award may be required to make a presentation to the evaluation committee.

3.5 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.6 **Proposed Deviations from the RFP**

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

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

3.7 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:
Technical Proposal: One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and four (4) printed copies in a single package, separate from the Financial Proposal.

Financial Proposal: One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and four (4) printed copies in a single package, separate from the Technical Proposal.

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

- Failure of a proposal to conform to the essential requirements of the RFP.
Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror’s liability to the University on the contract awarded on the basis of such solicitation.

Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.

Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

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

3.12 Disclosure of Offeror’s Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

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

3.17 **Questions**

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

3.18 **Section Titles in the RFP**

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

3.19 **No Contingent Fees**

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

3.20 **Proposal Addenda and Rules for Withdrawal**

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

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

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

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

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

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

4.4 Executive Summary and Proposal Overview

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

4.5 Criteria 1 - Offeror Qualifications

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

1. Please provide a brief narrative describing the history of your company. Identify the ownership of your company.

2. Please provide the Offeror's qualifications for performing the work described in this RFP, including specification requirements.

3. Provide information and references on your past experience working in hospitals of this or similar size.

4. Describe your personnel and/or subcontractors for the construction of this work. Please provide qualifications for the Project Manager and key personnel who will be performing the work described in this RFP.

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

4.6 Criteria 2 – Services Defined

1. Provide a brief narrative explaining how your company will accomplish the services described in this RFP, including number and type of staff (engineering, project management, etc.). In the narrative, please describe each phase of the work, (design, equipment selection, installation, training and after warranty service). Please comment on the key design component and parts of your system that may be unique for this project.

2. Identify the major equipment/materials that will be used in the performance of the scope of work defined in this RFP. Provide product data sheet information that is being proposed. This list should include but not limited to the following:
A. Wall construction materials  
B. Pass-Thru/Fixed Window manufactures  
C. Door & Hardware manufactures  
D. Flooring materials  
E. Ceiling construction materials  
F. Ceiling diffusers/vents/lighting/air valves/controls materials

3. Provide information on the upgrade/enhancement capabilities of the systems, each of its components and the ways in which the components are integrated. Also provide information on the scalability of the systems and each of its components.

4. Provide work plan for implementation of activities in the existing facility.

4.7 **Criteria 3 – Financial Proposal**

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

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

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

4.9 **Criteria 5 – Other Additional Information**

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

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

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

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

The relative importance of the criteria is defined below:

**Primary Criteria**

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

**Secondary Criteria**

- Other Additional Services

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

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

Please refer to and incorporate within the Offer the Attachments below for this equipment:

Attachment A  General Conditions for Construction
Attachment B  Special Conditions
Attachment C  Schedule
Attachment D  Project Drawings

6.1 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. Performance and Payment Bonds shall be in favor of The University of Kentucky as the obligee.

6.2 Kentucky Sales and or Use Tax

Prime Bidders are informed that construction contracts for the University of Kentucky 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 provided for in the Bid amount as no adjustments will be permitted and/or made after the fact.

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

Please refer to Attachment A, General Conditions 5.

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

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

6.10 Termination for Convenience

Please refer to Attachment A, General Conditions.
6.11 Termination for Non-Performance

Please refer to Attachment A, General Conditions.

6.12 Funding Out

Not applicable.

6.13 Prime Contractor Responsibility

Please refer to Attachment A, General Conditions.

6.14 Assignment and Subcontracting

Please refer to Attachment A, General Conditions.

6.15 Permits, Licenses, Taxes

Please refer to Attachment A, General Conditions.

6.16 Attorneys’ Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

Please refer to Attachment A, General Conditions.

6.18 Indemnification

Please refer to Attachment A, General Conditions.

6.19 Insurance

Please refer to Attachment A, General Conditions and Special Conditions, Article 41, Insurance.

6.20 Method of Award

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

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

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

6.22 Reports and Auditing

Please refer to Attachment A, General Conditions

6.23 Confidentiality

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

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

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

6.24 Conflict of Interest

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

Questions concerning this section or interpretation of this section should be directed to the University Category Specialist identified in this RFP.
6.25 Extending Contract
Not Applicable

6.26 Personal Service Contract Policies
Not Applicable

6.27 Copyright Ownership and Title to Designs and Copy

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

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

6.28 University Brand Standards
Not Applicable

6.29 Printing Statutes
Not Applicable

6.30 Requirement For Contactor Rebate
Not Applicable. Please refer to Attachment A, General Conditions

6.31 Payment Terms
Not Applicable. Please refer to Attachment A, General Conditions
7.0 SCOPE OF SERVICES

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

The scope of work in this Trade Contract includes all labor, material, equipment, services, and supervision necessary to complete all work specified herein, in accordance with the Contract Documents. All work will be completed in accordance with local codes and ordinances.

7.1 Detailed Services Defined

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

1. This Trade Contractor is responsible for all work required to provide turnkey, complete, and operational systems in accordance with the Contract Documents.

2. The General Building Permit will be provided by others. Obtain all required permits to complete this scope. Furnish copies of all permits to the Construction Manager.

3. All guardrail, perimeter rail, tie-off connections, or any other material/equipment necessary to perform this contract safely is included in this contract.

4. All unloading, distribution, staging, hoisting, rigging, scaffolding, platforms, ladders, planking, guying, sheeting, shoring, dewatering, bracing, transportation, access for material, equipment and personnel required to perform this work is included in this contract.

5. All engineering and layout to complete this scope of work is included in this contract including protection of reference points and replacement of such points that are lost or damaged during the execution of this work. The Trade Contractor shall layout and establish all lines and elevations required for this work. The Trade Contractor shall verify figures and dimensions shown on the drawings or indicated in the approved shop drawings before laying out the work. Verify conditions and dimensions of previously installed work. Report any perceived inconsistency or error in drawings, layout, or previously installed work to the Construction Manager prior to proceeding with the work.

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

   □ This Trade Contractor is required to sign Wehr Constructors subcontract agreement included in the scope of work manual.

   □ Protect existing building components during new work.
7. This Trade Contractor is responsible for construction of the Cleanroom Suite consisting of the following rooms: Positive Ante Room HC205, Non-Hazardous Compounding HC205A (positive pressure, for non-hazardous medications), Hazardous Compounding HC205B (negative pressure, for sterile hazardous medications), and Negative Pressure Storage/Non-Sterile Hazardous Compounding HC212. These four rooms total ~750 sf. The Cleanroom Suite shall comply with USP <797> Guidebook to Pharmaceutical Compounding – Sterile Preparations – 2019 Edition, USP <800> Hazardous Drugs – Handling in Healthcare Settings - 2019 Edition, and USP <795> Pharmaceutical Compounding – Nonsterile Preparations – 2019 Edition. The intent of this RFP is to be performance criteria based. The selected contractor will work with the project team to meet the standards discussed in the Basis of Design (BOD) document for the indicated rooms. This contractor will coordinate with the design team to fully develop and “complete” the design for these areas in coordination with all project areas.

8. This Trade Contractor will be responsible for controlling the different stages of construction for the clean rooms in accordance to the “Clean Room Protocol”

9. This Trade Contractor is responsible for complete and functional clean rooms as spelled out in the contract documents. This Trade Contractor will be required to “certify and accept” the HEPA filtered air from the air handling unit (AHU) and supply ductwork installed by others. This acceptance will be detailed through an approval process with the owner, engineer, construction manager and this contractor.

10. This Trade Contractor will be required to coordinate his work with the Construction manager and other trades on the project. Take all necessary measures to ensure coordination with the mechanical contractors.

11. This Trade Contractor is responsible for wall systems, floor finish, and any covings, doors, ceiling grid and panels for the clean rooms, as spelled out in the contract documents. This includes an airtight assembly per the specifications, pay close attention to floor to wall, wall to ceiling, and corner connections. Above ceiling space is very limited for this installation. Key attention must be paid to the existing conditions when designing these clean room spaces.

12. All utilities including but not limited to: HVAC ductwork, piping, plumbing, electrical/data, fire alarm, etc. will be installed by other Trade Contractors as shown on the contract drawings. This trade contractor will be responsible to extend and connect the various utilities to the Clean Room construction.

13. Sprinkler drops and their connection will be made by others to sprinkler heads installed in the ceiling. Sprinkler heads are provided by this contractor.
8.0 FINANCIAL OFFER SUMMARY

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

ATTACHMENT A - GENERAL CONDITIONS FOR CONSTRUCTION
ATTACHMENT B - SPECIAL CONDITIONS
ATTACHMENT C - CLEAN ROOM DOCUMENTS AND DRAWINGS
ATTACHMENT D - WEHR SUBCONTRACT
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GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK
University of Kentucky
Capital Construction Division

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These General Conditions are binding upon the Construction Manager 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 ARCHITECT’S SUPPLEMENTAL INSTRUCTIONS (ASI) - The term “ASI” means a written order issued by the Consultant that clarifies or interprets the Contract Documents, that orders minor changes in the Work, that does not require an adjustment in either cost or time, and that does not require a Change Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.16 SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or any 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 inspection of the Owner’s personnel in the operation of systems has been completed, and all final finishes within the Contract Documents are in place. In general, the only remaining Work shall be minor in nature so that the Owner and/or the Owner’s tenants could occupy the Project on that date and the completion of the Work by the Construction Manager would not materially interfere or hamper the Owner’s or the Owner’s tenants’ normal business operations. As a further condition of Substantial Completion acceptance, the Construction Manager shall certify in writing that all
remaining Work, the same being solely of a “punch list” nature, will be completed within thirty (30) consecutive Calendar Days following the date of Substantial Completion.

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

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

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

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

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

ARTICLE 2 - CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

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

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

3.3 In the event a question arises regarding the meaning or intent of the Contract Documents, the Construction Manager shall report it by preparing an RFI in eCommunication® to the Consultant. The Consultant shall furnish, with reasonable promptness and with a goal of three (3) business days and by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity therewith and the Construction

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General Conditions

Construction Manager at Risk
Manager shall do no Work without proper drawings and instructions. Items indicated on drawings as "N.I.C." or "Not In Contract" are shown for explanation purposes only and are not to be included in this Contract.

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

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

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

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

ARTICLE 5 - SHOP DRAWINGS

5.1 The Construction Manager shall submit a shop drawing and product sample submittal schedule to the Consultant establishing dates for the submission of Shop Drawings and product samples prior to the submittal of the Construction Manager's first application for payment for construction phase services. The schedule shall have been coordinated with all Sub-contractors and material suppliers as well as the Construction Manager’s construction schedule and shall allow for adequate and reasonable time for review of the samples and submittals by the Consultant. The Construction Manager 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 Construction Manager shall review product samples and Shop Drawings for compliance with the requirements of the Contract Documents, and shall submit them to the Consultant in accordance with submittal procedure and schedule established. The Construction Manager's review and submittal to the Consultant of any Shop Drawing or sample shall constitute a representation to the Owner and Consultant that a) the Construction Manager has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or assumes full responsibility for doing so, and that b) each Shop Drawing or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents. Shop Drawings and submittal requirements shall not be deemed satisfied until approvable documents are received by the Consultant. Incorrect or incomplete submittals will be returned to the Construction Manager 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 Construction Manager to provide correct, accurate, complete and approvable submittals.

5.3 The Consultant will review submittals with reasonable promptness, and take appropriate action or return submittals to the Construction Manager for corrections as may be required. The Construction Manager shall make any corrections required by the Consultant for compliance with the Contract and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The
Construction Manager shall direct specific attention, in writing, or on resubmitted Shop Drawings, to revisions other than the corrections called for by the Consultant on previous submissions.

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

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

ARTICLE 6 - LAYING OUT WORK

6.1 The Construction Manager will secure all data at the site of the building such as grades of lot, convenience of receiving and sorting material, location of public services, and other information which will have a bearing 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 Construction Manager 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 Construction Manager’s Contract amount or stipulated time for completion shall be allowed when due to failure by the Construction Manager to do so.

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

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

7.1 Unless otherwise provided in the Contract Documents, the Owner will furnish the Construction Manager free of charge one electronic or reproducible copy of the Drawings and Specifications for execution of the Work. The Construction Manager shall pay for the cost of duplication of all sets required over and above this amount.
7.2 The cost of additional plans, specifications and official contract documents for use by Sub-contractors for bidding and for construction shall be borne by the Construction Manager 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 Construction Manager shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site and in good order. A qualified representative of the Construction Manager shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the Construction Manager shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Owner simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Substantial Completion Inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

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

ARTICLE 8 - TEMPORARY UTILITIES

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

8.2 The Construction Manager is responsible for paying all utility costs, whether the costs are from an outside utility company or from the University, for utility services used in the course of completing the Work. The Construction Manager shall provide temporary heating, ventilation, telephones, water, electricity, portable gas, lighting for the Work, safety lighting, security lighting, and trash removal/dumpster service for both Construction Manager and 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 Construction Manager 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 Construction Manager shall furnish, erect, maintain, and remove at the completion of the Contract, all temporary installations as may be required during the construction period.

9.2 Immediately following the execution of each of the Trade Contracts, the Construction Manager shall determine the source of supply for all materials required under that Trade Contract and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.
The Construction Manager shall immediately notify the Consultant in writing of any known problems with the procurement, fabrication or ordering of any materials. Unless changes are approved in writing by the Consultant, the Construction Manager will not be excused for delays in securing materials specified.

The Construction Manager 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 the University of Kentucky. All orders placed by the Construction Manager that are related to this Project must use the name of the Construction Manager or Sub-contractor placing the order. The use of the University of Kentucky's name for ordering purposes is strictly prohibited. Payment for all goods and services required for the completion of the Work is the sole responsibility of the Construction Manager. Any invoices received at the University that are related to this Project will be immediately forwarded to the Construction Manager. Copies of these invoices will be made and placed in the Construction Manager's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

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

The Construction Manager 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 Construction Manager, if required, shall furnish satisfactory evidence as to the kind and quality of materials.

The Construction Manager 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 Construction Manager. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the Construction Manager, the Consultant or the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Sub-contractor or Construction Manager being barred from the Owner's premises. The Construction Manager shall not permit the employment on the Project of any person unfit or not skilled in the Work assigned.

**ARTICLE 10 - ROYALTIES AND PATENTS**

The Construction Manager shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the Construction Manager is responsible for payment of all associated royalties. The Construction Manager 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 Construction Manager’s failure to strictly comply with its obligations under this Paragraph 10.1.

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

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

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 UKCPM 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 Capital Projects 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 ½“ or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with UK 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 UK (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 contactor shall notify the UK Project Manager and Water Quality 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 Construction Manager shall furnish a final occupancy permit from the proper agency or agencies as required.

11.6 The Construction Manager shall, by provision within each applicable subcontract 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 Construction Manager 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 Construction Manager shall pay for any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Construction Manager shall adequately protect adjacent property as provided by law and the Contract Documents.

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

12.3 The Construction Manager shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings for local fire truck access during construction must be maintained. The Construction Manager shall maintain construction to allow access to new, existing or temporarily relocated standpipes, fire hydrant connections and fire alarm communication panels pursuant to Section 3018.8 of the Kentucky Building Code. If the Construction Manager utilizes the Owner's fire protection equipment, the Construction Manager shall replace any such materials lost, consumed or misplaced during the Contract period. The Construction Manager 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 Construction Manager shall immediately provide alternate protection such as a fire watch until such systems are returned to full normal operations. When work or service is completed on a disabled fire alarm system, the Owner shall be immediately notified so the system can be placed in service.

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

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

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

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

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

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

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

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

14.6 Compliance with the provisions of the foregoing sections by Sub-contractors shall be the responsibility of the Construction Manager.
14.7 Nothing in the provisions of this Article 14 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.

14.8 The Construction Manager shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the Construction Manager or any 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 Construction Manager shall designate a responsible member of the on-site work force as the safety officer and shall report to the Consultant and to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

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

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

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

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

15.2 The Owner, the Construction Manager, and Sub-contractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The Construction Manager 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 Construction Manager's employees may be exposed; (2) Statement of the measures that Construction Manager'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 Material Safety Data Sheets (MSDS's) related to the hazardous chemicals located in the Work area; (4) Procedures that the Construction Manager's employees and Sub-contractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets may be reviewed upon request by the Construction Manager or any Sub-contractor as they pertain to the Work areas of the Project. Photocopies of the MSDS's may be made by Construction Manager at its expense.

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

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

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

ARTICLE 16 - INSPECTION OF WORK

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

16.2 All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, the Consultant or their representatives to determine conformance with the Contract Documents. The Owner, Consultant and their representatives shall at all times have access to the Work whenever it is in preparation or progress. The Construction Manager shall provide, at no additional cost to the Owner, any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Consultant shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week. If the Consultant provides the Construction Manager with a list of construction milestones that require inspection, the Construction Manager shall provide the Consultant with at least five (5) Business Days written notice prior to the commencement of Work with respect to such milestone in order to permit the Consultant time to coordinate an inspection of the commencement of the applicable Work.

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

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

16.4 If any other portion of the Work has been covered, which the Consultant has not specifically requested to observe prior to being covered, the Consultant, with the Owner's approval, may request to see such Work and it shall be uncovered by the Construction Manager. 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 Construction Manager shall pay all costs for uncovering and replacement of such Work.

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

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

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

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

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

ARTICLE 18 - CHANGES IN THE WORK

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

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

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

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

18.3 All lump sum proposals shall include a detailed cost breakdown satisfactory to the Consultant and to the Owner for each component of Work indicating both labor and material costs. This cost breakdown shall be submitted to the Consultant promptly and with a goal of seven (7) Calendar Days or less after receipt of the proposal request.

18.3.1 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 CM. 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 Sub-contractor an amount agreed upon, but not to exceed ten percent (10%) of the actual cost, for overhead and profit.

18.3.2 The CM is entitled to a mark-up for bonds and insurance on all change orders. For change orders coded “End User Requested Changes” or “Other Owner Requested Changes” the CM may add overhead & profit in addition to the bonds and insurance referenced above. The mark-ups shall not exceed the combined percentage for overhead and profit, bonds, and insurance stated in the CM’s “Financial Proposal Summary”. These mark-ups will not be added to the individual change orders but will be reconciled by amendment at the completion of the project and/or on an annual basis for those projects exceeding 12 months in duration.

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

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

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

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

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

18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner and the Construction Manager. The Construction Manager shall carry out such orders promptly. If the Construction Manager should claim that an ASI involves additional cost or delay to the completion of the Work, the Construction Manager shall give the Consultant written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the Construction Manager 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 Construction Manager claims that any instructions by the Consultant involve additional cost or time extension, the Construction Manager shall give the Consultant 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 Construction Manager regards as a Change Order. Unless the Construction Manager acts in accordance with this procedure, any oral order shall not be treated as a change and the Construction Manager 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.

18.12 Prior to final payment, the Construction Manager shall provide to the Owner a full accounting of executed change orders by and between the Construction Manager and the Trade Contracts. The Construction Manager shall also provide a reconciliation of that accounting against the executed change orders by and between the Owner and the Construction Manager.

**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 Construction Manager beyond the quantity computed under these "Rules and Measurements."

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

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

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

19.1.6 Each unit price shall cover, among other things, engineering (surveying) costs and keeping excavating dry.
19.1.7  Earth excavation for structures will be measured between the vertical planes passing 18 inches beyond the outside of the footings and from the surface of the ground to the neat lines of the bottom of the structure.

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

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

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

**ARTICLE 20 - CONCEALED CONDITIONS**

20.1  The Contract Drawings show the approximate location of the existing and new utility lines. These lines have been identified and located as accurately as possible using available information. The Construction Manager 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 Construction Manager shall contact and cooperate with the Consultant to make the required adjustments. Any request for change in the Contract Amount by the Construction Manager shall be made pursuant to Article 18 of the General Conditions.

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

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

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

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

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

20.3.3  Concealed or unknown conditions in an existing structure which are at variance with the conditions indicated by the Contract Documents, which are of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, and which were not known by the Construction Manager and could not have been discovered by careful examination and investigation of the site of the Work.
20.4 The Consultant shall promptly investigate the conditions discovered. If the Consultant finds that conditions, which are materially different from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Contract, were not known by the Construction Manager, 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 Construction Manager's cost of construction or the time required for performance of any part of the Work under this contract, the Consultant will recommend and the Owner will make an equitable adjustment in the Contract Amount and/or the time allotted for performance in the Contract Documents. Failure by the Construction Manager 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 Construction Manager of the right to make such claims. The Owner will not pay claims made for lost opportunities, claims made for lost production or production inefficiencies or claims made that are formula based.

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

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

21.1 It is agreed that time is of essence for each and every portion of this Contract and where additional time is allowed for the completion of 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall anticipate this normal seasonal weather in the development of the Project baseline schedule.

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<td>Max Temp 32° or Below</td>
<td>9</td>
<td>6</td>
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<td>Precip. Is 0.10 Inch or Greater</td>
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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 Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager 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 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 Construction Manager will not be granted an extension of time and/or relief from liquidated damages when the delay to completion of the work is attributable to, within the control of, or due to the fault, negligence, acts, or omissions of the Construction Manager and/or the Construction Manager’s contractors, subcontractors, suppliers, or their respective employees and agents. Time extensions will not be considered in the event such adjustments do not exceed the total or remaining “float” associated with the impacted activities at the time of delay, nor for concurrent delays not caused by the Owner. In the event of concurrent delays, only that event actually impacting 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 Construction Manager and extensions of the time fixed for completion of the Contract shall be the Construction Manager’s sole remedy for any and all delays, hindrances, obstructions or impacts in the orderly progress of the Work.

21.10.1 In addition to the provisions of Articles 18.3 and 18.3.1 above, and subject to the requirements of Article 21.8 and 21.8.1 above, if the Owner orders changes to the scope of Work for the Project that extend the then current contractually required completion dates of the Project, the Construction Manager shall be entitled to reimbursement for job site, general conditions and staffing costs associated with such delay.

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

22.2 The Consultant will notify the Construction Manager and the Owner immediately upon its knowledge that additional services will be necessary. The Owner may consent to accept such nonconforming Work and materials with an appropriate adjustment in the Contract Amount. Otherwise, the Construction Manager 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 Construction Manager fails to commence and continue to correct non-conforming Work within a reasonable time as determined by the Consultant, the Owner may without limitation of other rights available to the Owner and without prejudice to other remedies, take any necessary action to make the necessary corrections. If the Owner makes required corrections for nonconforming 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 Construction Manager or, if no additional payments are due, Construction Manager or the Construction Manager'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 Construction Manager of responsibility for materials and equipment incorporated into the Work that fails to meet specification requirements, or for the use of faulty materials or poor quality workmanship. If within one year after the date of Substantial Completion of the Work or designated portion thereof, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, the Construction Manager shall correct it promptly after receipt of written notice from the Owner to do so. The Construction Manager 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 Construction Manager under the Contract including, but not limited to, warranties. The obligation of the Construction Manager under this section shall be in addition to and not in limitation of any obligations imposed by special guarantees or warranties required by the Contract, given by the Construction Manager, 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 Construction Manager shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services, and any resulting damages to other property or to work of other contractors or of the Owner.

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

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

24.1 The Owner, by written notice to the Construction Manager, may terminate this Contract in whole or in part when it is in the interest of the Owner, at the sole discretion of the Owner. In such case, the Construction Manager shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The Construction Manager shall not be entitled to profit and overhead on Work not performed.
ARTICLE 25- OWNER'S RIGHT TO STOP WORK

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

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

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

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

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

26.1.3 If the Construction Manager repeatedly fails to supply sufficient qualified supervision of the work, or repeatedly fails to ensure that 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 Construction Manager 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 Construction Manager disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;

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

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

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

26.2 Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the Construction Manager and its Surety three (3) Calendar Days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Construction Manager to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the Contract.
26.3 In the event that the Contract is terminated, the Owner may demand that the Construction Manager's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Construction Manager's Surety not utilize the Construction Manager in performing the Work. Upon the failure or refusal of the Construction Manager's Surety to take over and begin completion of the Work within twenty (20) Calendar Days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.

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

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

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

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

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

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

ARTICLE 27 - SUSPENSION OF WORK

27.1 The Owner or the Consultant may, at any time and without cause, order the Construction Manager in writing or cause the Construction Manager to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience. Adjustment may be made for any increase in the Contract time necessarily caused by such suspension or delay, in accordance with Article 21.
ARTICLE 28 - TIME OF COMPLETION

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

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

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

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

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

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

28.4 Operation and Maintenance Manual Deliverables. In anticipation and preparation of completion of the Work and the closing out of the Project, and to facilitate training of the Owner’s personnel in the maintenance and operation of the new installations, the Construction Manager shall comply with the requirements of Article 8.7 of the Special Conditions. (For the purposes of this article, air test and balance reports may be submitted at a later date with the request for certification of substantial completion.) These manuals shall be submitted to the Consultant for approval, and subsequently forwarded to the Owner's Project Manager by or before the time construction is 75% complete, as reflected by the Contractor’s most recently submitted Application for Payment.
28.4.1 The provisions of Article 30.11 notwithstanding, if the Construction Manager meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to not less than three percent (5%) of the current Contract Amount. In the event the Construction Manager fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

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

ARTICLE 29 - LIQUIDATED DAMAGES

29.1 The Owner and the Construction Manager 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 Construction Manager agree on the amounts stated as liquidated damages in the Agreement. The Owner and Construction Manager agree that the amount stated as liquidated damages are not intended to be penalties.

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

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

ARTICLE 30 - PAYMENT TO THE CONSTRUCTION MANAGER

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The Construction Manager shall submit to the Consultant, in the manner and form prescribed, an application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to 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 Construction Manager shall include line items for overhead, profit and general condition costs.

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

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

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

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

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

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

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

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

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

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

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

30.8 Retainage – The Owner will retain ten percent (10%) of the Construction Manager’s progress payments, including amounts claimed for construction management fee until fifty one percent (51%) of the contract has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract and except as provided for in Article 28.4.1 above, the Owner shall retain five percent (5%) of the total contract amount until Substantial Completion and acceptance of all Work covered by this Contract, as collateral security to insure successful completion of the Work. For the purposes of this Article, the term “in full compliance” shall mean 1) that the progress of the Work is equal to or ahead of that predicted by the Project Baseline schedule and 2) the Work completed is in compliance with the requirements of the contract documents.

Subsequent to the issuance of the Substantial Completion Certificate and depending upon the cost involved for the completion and/or correction of punch list items, the Consultant may recommend to the Owner an adjustment to the amount being held as retainage and, if approved by Owner, the amount of retainage may then be reduced and a sufficient sum retained by Owner to assure completion of the remaining unfinished Work. Retainage reduction as provided for in this Article 30.8 is contingent upon the Construction Manager and/or Sub-contractors being on or ahead of the approved progress schedule and on verification by the Consultant that the Work completed is in compliance with the requirements of the contract documents.

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

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

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

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

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

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

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

30.9 Final Payment – When all Work is completed and acceptable and the Contract is fully performed, the Construction Manager will be directed to submit a final payment application for certification and the entire balance shall be due and payable upon a certification of completion by the Consultant that the Work is in accordance with the Contract Documents. Final change order reconciliation as per Article 18.12 must be provided prior to final payment.

30.9.1 Upon issuance of the Certificate of Final Completion by the Owner and submittal by the Construction Manager of all required documents and releases, all retained amounts shall be paid to the Construction Manager as part of the Final Payment. By accepting such payment, the Construction Manager certifies that all amounts due or that may become due to any Sub-contractor, any Consultant of the Construction Manager, or any vendors or material suppliers, have been paid or will be paid from the proceeds of the final payment; and that, further, there are not liens, claims or disputes involving the Owner or the Consultant that are outstanding or unresolved.

30.10 The Construction Manager shall promptly pay each 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 Construction Manager on account of such Sub-contractor’s
work. The Construction Manager 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.

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

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

ARTICLE 31 - AUDITS

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

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

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

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

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

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

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

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

ARTICLE 32 - PROGRESS & SCHEDULING

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

32.2 The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted using earlier versions of Primavera scheduling software (Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions.

32.2.1 Prior to bidding Trade Contracts, the Construction Manager shall prepare and submit to the Owner and the Consultant a preliminary CPM construction schedule for the Work that will be included in the Project bidding documents.

32.2.2 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 the University are given first priority. This applies particularly to outages and restriction of access.

32.2.3 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 Construction Manager and shall not be the basis of any claim for delay or extension of time.

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

32.2.5 The Construction Manager shall also submit a payment schedule indicating the percentage of the Contract Amount and the amount of the anticipated monthly payments that will be requested as the Project proceeds.
32.2.6 The Owner may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the Construction Manager.

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

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

ARTICLE 33 - USE OF COMPLETED PORTIONS

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

ARTICLE 34 - INDEMNIFICATION

34.1 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, its consultants, and their respective employees and agents from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Construction Manager, any 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 Construction Manager shall also indemnify and hold harmless 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 or Consultant.

34.3 In any and all claims against the Owner its consultants, and their respective employees and agents, by any employee of the Construction Manager, any 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 Construction Manager or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

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

ARTICLE 35 - INSURANCE

35.1 The Construction Manager shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name the University of Kentucky and the directors, officers, trustees and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies. Any endorsements required to validate such waiver of subrogation shall be obtained by the Construction Manager at the Construction Manager’s expense.
35.2 The Construction Manager shall not commence, nor allow any 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 Construction Manager shall acquire and maintain Workers’ Compensation insurance with Kentucky’s statutory limits and Employers’ Liability insurance as defined in the Special Conditions for all employees who will be working at the Project site. In the event any Work is sublet, the Construction Manager shall require any Sub-contractor to provide proof of this insurance for the Sub-contractors' employees, unless such employees are covered by insurance provided by the Construction Manager.

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

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

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

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

35.5 Builders Risk Insurance. The Construction Manager shall purchase and maintain an “all risk” Builder’s Risk Insurance policy upon the Work at the site to the full insurable value thereof. Such insurance shall include interests of the Owner, Construction Manager, and all Sub-contractors and of their subcontractors. It shall insure against perils of fire, extended coverage, vandalism and malicious mischief. Construction Manager’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 Construction Manager or Construction Manager’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 Construction Manager shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The Construction Manager shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the Construction Manager or its 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 Construction manager shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Amount is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amounts.

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

ARTICLE 37 - DAMAGED FACILITIES

37.1 The Construction Manager 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 Construction Manager'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 Construction Manager’s own forces, Sub-contractors, or by material suppliers, and whether occurring in a new or existing building, shall be repaired by the Construction Manager at the Construction Manager’s expense, and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost by the Construction Manager at the Construction Manager’s expense.

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

37.4 Should the Construction Manager 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 Construction Manager. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

ARTICLE 38 - CLAIMS & DISPUTE RESOLUTION

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

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

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

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

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

ARTICLE 39 - CLAIMS FOR DAMAGE

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

39.2 Any legal action on the Contract shall be brought in the Franklin Circuit Court and shall be tried by the Court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the Owner. The Owner shall recover from the Construction Manager all attorney's fees, costs and expenses incurred to the extent the Owner prevails in defending or prosecuting each claim in litigation of disputes under the Contract. The Owner is the prevailing party under this provision and is entitled to recover attorneys’ fees, costs and expenses on a claim-by-claim basis to the extent the Owner successfully defeats or prosecutes each claim. A recovery of a net judgment by the Construction Manager shall not be determinative of the Owner’s right to recover attorneys’ fees, expenses and costs. Rather, such a determination shall be made based on the extent that the Owner successfully defends or prosecutes each distinct claim in litigation under the Contract, even if the Owner does not prevail on every claim. The Construction Manager shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.
ARTICLE 40 - LIENS

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

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

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

ARTICLE 41 - ASSIGNMENT

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

ARTICLE 42 - SEPARATE CONTRACTS

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

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

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

42.4 Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.
ARTICLE 43 - CONSTRUCTION MANAGER/SUB-CONTRACTOR RELATIONSHIP

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

43.2 Except as otherwise provided in these Contract Documents, the Construction Manager 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 Construction Manager shall provide copies of any subcontracts and purchase orders to the Owner or Consultant.

43.3 The Construction Manager shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Owner except as approved in writing by the Owner. The Construction Manager shall not employ any Sub-contractor or supplier against whom the Owner or the Consultant has made reasonable and timely objection. The Construction Manager (CM) will not be allowed to self-perform work or bid on any of the proposed work categories unless a subcontractor fails to perform and upon prior approval by the Universities authorized representatives.”

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

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

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

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

ARTICLE 44 - CASH ALLOWANCE

44.1 The Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager shall remove all remaining waste materials, rubbish, Construction Manager's construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Consultant and the Owner. If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Construction Manager.

ARTICLE 47 - POINTS OF REFERENCE

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

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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

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

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

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

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

48.4 Substitution of equipment and materials previously submitted by the Construction Manager and approved by the Consultant will be considered only for the following reasons:

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

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

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

48.6 Inclusion of a certain make or type of materials or equipment in the Construction Manager'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 Construction Manager.

**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 Construction Manager shall assume full responsibility therefore, pay all costs in connection therewith, unless otherwise noted, and furnish the Consultant the required certificates of inspection, testing or approval.

49.2 The Construction Manager shall give the Consultant timely notice of readiness of the Work for all inspections, tests or approvals.

49.3 The technical specifications may indicate specific testing requirements to be performed by the Construction Manager. Unless otherwise provided in the Contract Documents, the cost of all such testing shall be the responsibility of the Construction Manager. 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 Construction Manager.

**ARTICLE 50 - WARRANTY**

50.1 The Construction Manager warrants to the Owner and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Owner, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Construction Manager requests approval of a substitution of material or equipment, the Construction Manager warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Construction Manager explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the Construction Manager shall deliver to the Consultant all warranties and operating instructions required under the Contract or to which the Construction Manager 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 Construction Manager to replace defective material and equipment and re-execute defective Work which is disclosed to the Construction Manager by or on behalf of the Owner within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one year from Substantial Completion as provided for by law or by the Contract Documents.

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

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

50.5 In addition to the foregoing, the Construction Manager 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 Construction Manager shall, immediately upon notification by or on behalf of the Owner of water penetration, determine the source of water penetration and, at the Construction Manager's expense, (a) do any work necessary to make such buildings or improvements watertight and (b) repair and replace any other damaged material, finishes and furnishings damaged as a result of such water penetration and return the buildings or other improvements to their original condition.

50.6 The Construction Manager 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 Construction Manager pursuant to this Article 50 shall be warranted by the Construction Manager, 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 Construction Manager's failure to honor any warranty for the Work shall be paid by or recoverable from the Construction Manager.

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

ARTICLE 52 - APPRENTICES

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

ARTICLE 53 - GOVERNING LAW

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

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the Construction Manager agrees as follows:

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

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

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

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

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

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

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

55.1.3 The Construction Manager or Sub-contractor employs only family members or relatives;

55.1.4 The Construction Manager 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 Construction Manager and any Sub-contractor, not otherwise exempted, shall:

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

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

55.2.3 The Construction Manager shall, for the length of the Contract, furnish such information as required by The Act and by such rules, regulations and orders issued pursuant thereto and will permit access by the contracting agency and the department to all books and records pertaining to its employment practices and Work sites for purposes of investigation to ascertain compliance with The Act and such rules, regulations and orders issued pursuant thereto.
55.3 If the Construction Manager is found to have committed an unlawful practice against a provision of The Act during the course of performing under this Contract, a Trade Contract or a subcontract covered under The Act, the Owner may cancel or terminate the Contract, conditioned upon a program for future compliance approved by the Owner. The Owner may also declare such Construction Manager ineligible to submit proposals on further contracts until such time as the Construction Manager complies in full with the requirements of The Act.

55.4 Any provisions of The Act notwithstanding, the Construction Manager shall not be required to terminate an existing employee, upon proof that employee was employed prior to the date of the Contract, nor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.
UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK

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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 PERMITS AND FEES (NOT USED)

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

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

ARTICLE 05 GEOTECHNICAL REPORT (NOT USED)

ARTICLE 06 TIME FOR COMPLETION

6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be _____ consecutive calendar days from the date of commencement as specified in the Work Order letter, and Final Completion shall be 30 days thereafter.

ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Construction Manager fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of $One Thousand Two Hundred Dollars ($1,200.00) for each consecutive calendar day that Substantial Completion has not been met. See Article 3 of the Agreement.

7.2 Should the Construction Manager fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Owner is entitled to, and shall pay the Owner as liquidated damages the sum of $ 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 SUBMITTALS - GENERAL

8.1.1 The Construction Manager shall submit each set of Shop Drawings, product data, samples, and test and/or certification reports and samples as a separate item in UK E-Communication®. Projects not utilizing UK E-Communication® must submit all items electronically to the Consultant and the UK Project Manager and Administrative Coordinator.

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

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

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

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

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

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

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

8.2.3 Review Stamp designations shall be as follows:
8.2.3.1 “NET = No Exceptions Taken”: Proceed with the Work, no corrections needed.

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

8.2.3.3 "RR = Revise and Resubmit": Do not proceed with the Work, as the submittal does not comply with the Contract Documents. Revisions to the submittal are required for approval. On projects utilizing UK E-Communication, “Send Back a Step” is used in lieu of “Revise and Resubmit”

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

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

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

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

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

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

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

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

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

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

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

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

8.6 SUBMISSIONS - SAMPLES

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

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

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

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

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

8.7.1 The University requires a minimum of one (1) bound copies and one (1) digital copy of the final installation, training, operation, maintenance, and repair manuals to be turned over to the Owner's Project Manager and approved for content by the Consultant by or before the time construction is 75% complete. Projects utilizing e-Communication will create digital copy from the Document Library (Closeouts) in e-Communication. The Closeout Log must contain individual line items for each physical copy submitted with corresponding PDF attachments. Operation and maintenance manuals and materials, where specified, for mechanical and electrical equipment and for operating items other than mechanical and electrical equipment must be submitted in PDF format with a separate PDF file for each item. In the event the Construction Manager fails to provide these required electronic submittals prior to reaching seventy-five (75%) completion, it is agreed that the Owner at its sole discretion may deduct from the current and subsequent Applications for Payment an amount deemed by the Owner to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.
8.7.2 Manuals provided must be of sufficient detail to enable the Owner or others to install, calibrate, train, operate, maintain, service and repair every system, subsystem, and/or piece of equipment installed on or as part of this Contract. Manuals submitted through UK E-Communication® shall be scanned and submitted in color. Mark-ups must be made using visible color when printed. Each manual must contain:

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

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

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

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

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

| Installation manuals | Instruction Manuals |
| Training manuals     | Calibration manuals |
| Service Manual       | Operation manuals   |
| Parts list           | Repair manuals      |
| Reviewed Shop Drawings | Wire list          |
| Keying Bit List      |

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

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

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

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

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

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

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

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

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

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

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

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

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

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

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

8.10.1 If specified, Maintenance/Replacement Materials, Spare Parts, and special maintenance tools for proper maintenance shall be provided by the CM At Risk.
### ARTICLE 8.9 Attachment A – Unisformat Component List

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ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

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ARTICLE 8.7.3 Attachment C - Example Preventative Maintenance Procedures

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The blue highlighted column will be filled in by MCPPD or CPPD.

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

9.1 The successful Construction Manager will receive (one) set of plans and specifications. Construction Manager will be required to pay for cost of duplication for all sets required over and above this amount. Payments for Plans, Specifications and Official Contract Documents must be made to Lynn Imaging, Lexington, Kentucky [http://www.ukplanroom.com/] or Phone Lynn Imaging @ 1.800.888.0693 or 859.255.1021) before a set of documents will be issued.

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

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

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. The following areas will be covered at each progress meeting: current status of work in place, CM’s review of upcoming work (1 month look ahead), schedule status, upcoming outages, new outage requests, shop drawings due from contractors, shop drawings being reviewed, outstanding RFI’s, outstanding proposed change orders, change orders, new business, As-Built updated, close-out documents status, defective work in place issues, review “pencil copy” of payment application, safety issues and new business or other issues not covered above. With regard to schedule status, discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule; determine how behind-schedule Work will be expedited, and secure commitments from entities involved in doing so; discuss whether schedule
revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time; and review everything of significance which could affect the progress of the Work.

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

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

- The Owner's Project Manager
- The Consultant
- Construction Manager
- Others requested to attend (as deemed necessary by CPMD)
- Physical Plant Division Representative

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

**ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE**

11.1 Construction Manager shall prepare Critical Path Method (CPM) type schedules in accordance with General Conditions Article 32 with separate divisions for each major portion of the Work or operation. The schedules submitted for this Project shall be prepared using Primavera P6 scheduling software. If approved by the University, and at the sole discretion of the University, schedules submitted using earlier versions of Primavera scheduling software (Primavera SureTrak or Primavera P3) may be converted to Primavera P6 format by the University for review purposes. However, the University will not be responsible for any inaccuracies that may result from such conversions. All schedule submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format.

11.1.1 CPM schedules shall be based on generally accepted good practices for the development of construction schedules including limited use of long activity durations, long total float values or relationships based on leads or lags. Schedules shall include all activities necessary for performance of the work showing logic (sequences, dependencies, etc.) and duration of each activity. The schedules shall provide information for all elements of the Work in sufficient detail to accurately demonstrate the relative importance of each activity to the successful completion of the Project including but not necessarily limited to the following:

- Activities to be performed by the University or the Design Team.
- Activities describing time sensitive submittals and submittal processing.
- Activities describing fabrication and delivery of key materials or equipment.
d) Activities to identify equipment start-up and testing, system commissioning, and Owner training.

e) Activities to identify Owner Furnished / Contractor Installed and Owner Furnished / Owner Installed material or equipment.

f) Activities to denote all required inspections by the Owner or Design Team, and inspections by state or local agencies including receipt of necessary Certificate(s) of Occupancy.

g) Activities to identify all dates and durations for major utility outages requiring coordination with the Owner and the Owner’s operations.

h) Activities to identify all contractually mandated constraints. Non-contractual constraints shall not be included in the Initial or Final Baseline schedules without explanation. Non-contractual constraints are for the convenience of the Construction Manager, shall not be a basis for delay claims, and may be temporarily removed by the University when schedules and updates are reviewed.

i) Software coding of each activity to identify the applicable Phase; area and/or sub area where the work occurs; the trade subcontractor or party responsible for completion of the activity; whether the activity is a design activity, a bidding or procurement activity, a submittal activity, or a construction activity; and whether the activity is potentially weather dependent.

j) The University may, at its sole discretion, also require that each activity be coded to indicate the section of the Technical Specifications that applies to the work.

11.1.2 Schedules shall include divisions for Work to be accomplished remote from the central construction site, (for example, modular or prefabricated units to be constructed off-site, or utilities to the site from outside the construction site such as chilled water, steam, electrical, communications, and fire service). Such Work shall be scheduled so that disruption resulting from construction will be minimized. Start dates and completion dates for utility construction must be maintained and completed in the shortest reasonable time.

11.2 An Initial Baseline Schedules shall be submitted to the Consultant and to the Owner within thirty (30) calendar days after award of the first bid Package or trade contract, and shall include detailed information regarding Work to be performed during the first ninety (90) days of the Project as well as milestone dates based on hammock or Level of Effort type activities that identify all major elements of the remainder of the Work. Any necessary revisions to the Initial Baseline Schedule shall be completed prior to submittal of the Final Baseline Schedule.

11.3 The Final Critical Path Baseline Schedule shall be submitted to the Consultant and to the Owner within seventy five (75) calendar days after award of the first bid Package or trade contract, shall be consistent with the information contained in the Initial Baseline Schedule prepared in accordance with Article 11.2 above, shall be a complete and comprehensive description of the Construction Manager’s plan to complete the Work in accordance with the Contract, shall include all activities necessary to complete the Work, and shall show the complete sequence of construction by activity, with dates for
beginning and completion of each element of construction as well as an indication of whether the activity might reasonably be delayed or impacted by bad weather. Sub-schedules shall be provided as may be necessary to define critical portions of the entire schedule.

11.3.1 If the Project is to be constructed in multiple phases or using multiple Bid Packages, the date for the start of work on each phase of the Project shall be the date on which the University approves the award of the first Trade Contract for work in that phase or Bid Package.

11.3.2 A separate schedule including decision dates for selection of finishes and delivery dates for Owner furnished items, if any, shall be provided showing submittal dates for Shop Drawings, product data, and material samples, as appropriate.

11.3.3 A separate schedule shall be provided identifying dates and durations for major utility outages requiring coordination with the Owner and the Owner’s operations.

11.3.4 Activities, including Outages, which require action by or which are the responsibility of, the Owner or the Consultant under the terms of the Contract shall be properly indicated, and the responsible party shall be identified in the CPM schedule.

11.4 The Consultant will review schedules only for compliance with the intent of the Contract Documents. Such review shall not relieve the Construction Manager of any responsibility for compliance with the provisions of the Contract nor shall such review or any review comments constitute an amendment or modification of the Contract requirements. The Construction Manager shall be solely responsible for the means and methods to be employed to assure constructions proceeds in accordance with the submitted schedule and for identifying all necessary activities, establishing activity sequencing and assigning activity durations and relationships to assure that the CPM schedule is an accurate and comprehensive description of the plan for the Work.

11.5 Up-dated progress schedules shall be submitted to the Consultant and to the Owner concurrently with each Application for Payment to indicate progress on each remaining activity as of the last working day prior to the date of the submittal and the projected completion date of each activity. Updated CPM schedules shall show the accumulated percentage of completion of each activity, and total percentage of Work completed, as of the data date of the update. Each submittal of an update to the schedule shall include a narrative report that identifies and explains activities modified since the previous submittal, major changes in scope and other identifiable changes, problem areas, anticipated delays and impact on the schedule, and shall describe corrective action taken or proposed, and its effect. Schedules will be uploaded in UK E-Communication®’s Schedules Item Log.

11.6 Submittals shall include a copy in portable document (.pdf) format as well as a complete copy of the schedule in Primavera P6 electronic file (.xer) format along with a transmittal letter and related narrative report.
11.7 Copies of updated CPM schedules are to be provided to the job site file and, as appropriate, to subcontractors, suppliers, and other concerned entities, including separate contractors. Recipients are to be instructed to promptly report, in writing, any problems anticipated in meeting the projected dates shown in the schedules.

11.8 The processing of all progress payments is contingent upon the submission of an updated CPM schedule. Only payment for bonds and limited Construction Manager mobilization costs will be approved for processing prior to receipt of the Initial and Final Baseline schedules.

11.9 The processing of all change orders requesting a time extension to the contract is subject to the terms of Article 21 of the General Conditions to this Contract and is contingent upon the submission of a CPM schedule showing that the change order does indeed impact the contractually required completion dates for the Work. Time extensions for Change Orders that do not impact the contractually required completion dates for the Work will not be considered.

11.10 All time extensions shall be negotiated and made full, equitable and final, and incorporated in a revised CPM schedule at the time of Change Order issuance. No reservation of rights shall be allowed.

11.11 Float available in the schedule at any time shall not be considered for the exclusive use of either party to the contract, but will be a resource available to both the Owner and the Construction Manager. No time extensions will be granted for a delay unless the delay impacts the Project critical path as shown in the updated Project schedule most recently submitted to the Owner prior to the event, consumes all available float or contingency time, and extends the Work beyond the then current Contract completion date(s).

ARTICLE 12 WALK-THROUGH

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

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

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

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

ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE (NOT USED)

ARTICLE 14 FIELD OFFICE

14.1 Construction Manager shall make his own provision for field office for his own personnel and for incidental use by their Subcontractors. The location has been designated by the Owner's Project Manager.

ARTICLE 15 TELEPHONE SERVICE

The Construction Manager’s telephone service (cell phone) during the length of construction shall be furnished paid for by the Construction Manager.

ARTICLE 16 CONSTRUCTION FENCE (NOT USED)

ARTICLE 17 PROJECT SIGN

17.1 No Project Sign will be allowed on renovation jobs where all of the renovation is taking place on the interior of the building and storage has not been allowed on the grounds surrounding the site.

17.2 No signs, except those attached to vehicles or equipment, may be displayed without permission from the Consultant and the Owner's Project Manager. No political signs will be permitted.

ARTICLE 18 PARKING

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

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

**ARTICLE 19 SANITARY FACILITIES**

19.1 Restroom facilities in one of the surrounding buildings will be designated at the Pre-Construction Meeting for use by the Construction Manager's workforce during construction. The designated restroom(s) and areas accessible to Construction Manager must be kept clean and neat during construction. Failure to keep them clean will result in the Construction Manager 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 Construction Manager and be adjusted as before mentioned.

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

**ARTICLE 21 ALLOWANCES**

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

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

21.3 Any allowance amounts included in a Subcontract bid package, but not expended for the approved task during the course of the work of that Subcontract, shall be deducted from the Construction Manager’s contract by Change Order. Any additional amounts necessary to pay for additional cost of an allowance in a Subcontract bid package shall be funded from the Construction Contingency Fund.
21.4 The University of Kentucky has entered into a price contract agreement with SimplexGrinnell for procurement of fire alarm and security systems. SimplexGrinnell will provide an allowance for this project which may include Fire Alarm Equipment and Security Equipment, including all required cable/wire, labor to install cable and wire and terminations of SimplexGrinnell supplied devices and panels. SimplexGrinnell will be a sub-contractor under a trade contract.

21.4.1 The Construction Manager shall include an allowance of $____TBD_______ for the work by SimplexGrinnell in the appropriate trade contractor’s scope of work.

21.4.2 The electrical contractor is to provide and install conduits and back boxes/junction boxes. All conduits will include a pull string. SimplexGrinnell will furnish and install all fire alarm and security equipment and wiring.

ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS

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

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

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

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

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

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 Construction Phasing will be as indicated on the contract drawings.

23.2 All materials and equipment are to be brought into the project site from the approved staging location and are not to be brought through the existing buildings or loading docks. Any and all exceptions shall be approved by, and closely coordinated with, the Owner’s Project Manager in advance of scheduling or performing the work.
23.2.1 The Construction Manager shall coordinate any road and sidewalk closings, utility disruptions, etc. which will affect the use of the existing building(s) with the Owner's Project Manager prior to commencing that Work.

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

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

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

ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS

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

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

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

ARTICLE 25 UTILITIES

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

25.2 UTILITY OUTAGES

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

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

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

ARTICLE 26 CLEANING AND TRASH REMOVAL

26.1 The Construction Manager shall keep clean the entire area of new construction and shall keep streets used as access to and from the site free of mud and debris.
26.2 All exit ways, walks, drives, grass areas, and landscaping must be kept free from debris, materials, tools and vehicles at all times. Trim weeds and grass within the site area.

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

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

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

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

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

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

**ARTICLE 27 BLASTING**

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

**ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK**

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS

30.1 Owner, in an effort to expedite this Project, has pre-ordered certain long lead time items. The following is the list of material that has been pre-ordered:

1. Medical Equipment per the equipment matrix.
2. Midmark casework as indicated on the plans.

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

ARTICLE 31 REMOVED ITEMS

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

1. NONE
31.2 All items which are identified to be turned over to the Owner must be treated with the utmost of care and protected from damage during removal and transport.

ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION

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

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

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

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

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

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

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

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

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

32.10 Doors or windows in the perimeter walls surrounding the project work area shall be sealed off with protective materials in a manner to prohibit dust from escaping the work area. These shall be left in place until all work creating dust is completed. Protective materials shall consist of fire retardant wood, metal studs, gypsum board or flame resistant plastic.
32.11 Entry passage to Work area shall be sealed off with zippered plastic opening, or other acceptable means which allows periodic entry and closure of barricade closure.

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

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

ARTICLE 33 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

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

ARTICLE 34 EMERGENCY VEHICLE ACCESS

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

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

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

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

**ARTICLE 36 SURVEYS, RECORDS, and REPORTS**

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

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

**ARTICLE 37 SMOKING IS PROHIBITED**

37.1 For areas located within Fayette County, Kentucky, the use of all tobacco products is prohibited on all property that is owned, operated, leased, occupied, or controlled by the University. “Property” for purposes of this paragraph includes buildings and structures, grounds, parking structures, enclosed bridges and walkways, sidewalks, parking lots, and vehicles, as well as personal vehicles in these areas. To view the Lexington campus boundaries: [http://www.uky.edu/TobaccoFree/files/map.pdf](http://www.uky.edu/TobaccoFree/files/map.pdf).

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

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

37.4 For the full Administrative Regulation see University AR 6:5. [http://www.uky.edu/Regs/files/ar/ar6-5.pdf](http://www.uky.edu/Regs/files/ar/ar6-5.pdf)
ARTICLE 38 ALTERNATES

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

38.2 Schedule of Alternates:

None

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS

39.1 Exterior Finishes

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

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

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

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

Each type of exposed Work.

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

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

39.2 Interior Finishes

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

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

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

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

ARTICLE 40 PROJECT COORDINATION VIA COMPUTER

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

40.2 To facilitate project construction coordination between the Consultant, the Construction Manager, Subcontractors, and the University of Kentucky as the Owner, UK Capital Project Management Division (CPMD) is hosting an Internet/ Web-based Project Management System (WPMS) to help improve project communication and collaboration. The Consultant shall participate in the use of the WPMS (UK E-Communication® or other system at the Owner’s discretion) providing collaboration between Owner, the Consultant and selected contractors.

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

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

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

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

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

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

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

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

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

ARTICLE 41 HOT WORK PERMITS

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

ARTICLE 42 INSURANCE

NOTE: CONSULTANT TO VERIFY COVERAGES WITH THE OWNER’S PROJECT MANAGER.

42.1 Employers’ Liability Insurance. The Construction Manager shall acquire and maintain Employers’ Liability insurance with at least $500,000/$500,000/$500,000 (VERIFY NUMBER AMOUNTS) limits of liability for all employees who will be working at the Project site.

42.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of $100,000,000 (VERIFY NUMBER AMOUNT) will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of $100,000,000 (VERIFY NUMBER AMOUNT) will be required.
42.2.1.1 The limits of liability shall not be less than $5,000,000 (VERIFY NUMBER AMOUNT) each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than $2,000,000 (VERIFY NUMBER AMOUNT) for each person and each occurrence and $1,000,000 (VERIFY NUMBER AMOUNT) for property damage.

42.2.2 Comprehensive Automobile Liability Insurance. Policy limits shall not be less than $2,000,000 (VERIFY NUMBER AMOUNT) for combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than $1,000,000 (INSERT NUMBER AMOUNT) for bodily injury and $500,000 (VERIFY AMOUNT) for property damage for each occurrence shall be maintained.

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of $100,000,000 (VERIFY NUMBER AMOUNT) combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

42.2.4 Workers’ Compensation- Statutory Requirements (Kentucky)

ARTICLE 43 KEY ACCESS

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

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

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

ARTICLE 44 CEILING CLEARANCE

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

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

ARTICLE 45 METAL ANCHORS

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

ARTICLE 46 LOADING DOCK

Contractor will adhere to all provisions outlined in 010000S04 Article 46 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 47 CONSTRUCTION PATH

Contractor will adhere to all provisions outlined in 010000S04 Article 47 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

Contractor will adhere to all provisions outlined in 010000S04 Article 48 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 49 WORKING HOURS/ACCESS: FOR MEDICAL
CENTER/HOSPITAL

Contractor will adhere to all provisions outlined in 010000S04 Article 49 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

Contractor will adhere to all provisions outlined in 010000S04 Article 50 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION

Contractor will adhere to all provisions outlined in 010000S04 Article 51 of the Medical
Center Project Manual for CM At Risk.

ARTICLE 52 APPEARANCE

Contractor will adhere to all provisions outlined in 010000S04 Article 52 of the Medical
Center Project Manual for CM At Risk.
ARTICLE 53 HIPAA (The Health Insurance Portability and Accountably Act)
Contractor will adhere to all provisions outlined in 010000S04 Article 53 of the Medical Center Project Manual for CM At Risk.

ARTICLE 54 SAFETY & FIRE PROCEDURES
Contractor will adhere to all provisions outlined in 010000S04 Article 54 of the Medical Center Project Manual for CM At Risk.

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM)
Contractor will adhere to all provisions outlined in 010000S04 Article 55 of the Medical Center Project Manual for CM At Risk.

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE
57.1 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.
Description of Project

The proposed Chandler Pavilion H Pharmacy Project is located on the Second Floor of the UK Albert B. Chandler Hospital – Pavilion H located on 800 Rose Street, Lexington Kentucky 40508. The proposed Project consists of the renovation of ~5,020 sf of existing pharmacy distribution space on the Second Floor. The main Project components consist of the creation of compounding and drug storage facilities for the Markey Cancer Center, with associated receiving, breakdown, and work stations spaces surrounding the clean room suite in the center of the space.

Basis of Design

Note that the Cleanroom Suite consists of the following rooms: Positive Ante Room HC205, Non-Hazardous Compounding HC205A (positive pressure, for non-hazardous medications), Hazardous Compounding HC205B (negative pressure, for sterile hazardous medications), and Negative Pressure Storage/Non-Sterile Hazardous Compounding HC212. These four rooms total ~750 sf.


Cleanroom Construction

The current design utilizes modular pvc or aluminum wall panels with a gasketed cleanroom grade accessible ceiling system. Smooth hard ceilings may be used in spaces without need for access above ceiling.

HVAC Design

It is understood that the engineering consultant will coordinate with the successful cleanroom contractor to specify the appropriate air handler and exhaust fans and the exhaust mains from the exhaust location to the proposed cleanroom connections. All supply and return duct mains and associated pressure testing and cleanliness requirements shall be as specified by the cleanroom contractor. All pressure monitors, phoenix controls and their associated interface with University building automation system (Tridium), HEPA filter grilles, ceiling diffusers and exhaust/return registers are to be specified and provided by cleanroom contractor. The cleanroom contractor will also participate in the required BIM modeling process during construction coordination to ensure their solution conforms to university fit and access standards. The following paragraphs detail the HVAC scope to date.

A new 4500 CFM air handling unit will be installed and will be dedicated to the pharmacy area. The air handler is to be located on the rooftop above the proposed cleanroom location. The unit will be a custom unit with redundant supply and return air fans, chilled water
coil, hot water coil, 30% pre filter and 98% final filters. The unit will be controlled to deliver 55°F discharge air temperature year-round and will run continuously. The HEPA filters are assumed to be supplied as part of the cleanroom assembly. The unit will be pressure tested in the field after it has been built. In addition, due to the large exhaust volumes required by the cleanroom hoods, two dedicated pharmacy exhaust fans will be provided on the eighth-floor roof of PAV H with ductwork down to the connections at the proposed cleanroom location on the second floor. The exhaust fans are currently sized to provide 3400 CFM of exhaust air continuously and is designed to be a fully redundant system (two exhaust fans which can each handle 100% of the exhaust requirement). These fans are currently specified as a centrifugal utility set style fan mounted to the roof.

The following is a design summary of assumptions for each space. The cleanroom contractor shall assist and conduct a complete design review to ensure they are in agreement with final airflow and space pressurizations.

**Non-Hazardous Compounding HC205A (135 square feet)** - This cleanroom is being constructed as an ISO Class 7 cleanroom and will be provided with 44 ACH per room (exceeds code required 30 AC) of HEPA filtered supply air distributed via laminar flow diffusers at the ceiling and low returns 6” AFF (by cleanroom contractor). The ceiling height will be 8 ft tall and thus the room will be supplied with 800 CFM of supply air. Airflow into and out of the room is being controlled via Phoenix Venturi air valves (by cleanroom contractor). This room will be designed to a positive pressure relationship (0.01-0.03” WG) to the adjacent Ante Room returning approximately 700 CFM of air back to the air handling unit. Air pressure monitors and display to be specified by cleanroom contractor.

**Positive Ante Room HC205 (78 square feet)** - This cleanroom is being constructed as an ISO Class 7 cleanroom and will be provided with 69 ACH per room (exceeds code required 30 AC) of HEPA filtered supply air distributed via laminar flow diffusers at the ceiling and low returns 6” AFF (by cleanroom contractor). The ceiling height will be 8 ft tall and thus the room will be supplied with 600 CFM of supply air. Airflow into and out of the room is being controlled via Phoenix Venturi air valves (by cleanroom contractor). This room will be designed as a positive pressure space with a 300 CFM differential between supply and return air and thus returning 300 CFM of air back to the air handling unit. Air pressure monitors and display to be specified by cleanroom contractor.

**Hazardous Compounding HC205B (374 square feet)** - This cleanroom is being constructed as an ISO Class 7 cleanroom and will be provided with 97 ACH per room (exceeds code required 30 AC) distributed via laminar flow diffusers at the ceiling (by cleanroom contractor). The ceiling height will be 8 ft tall and thus the room will be supplied with 2450 CFM of supply air. While the other cleanrooms are being designed with return air and positive air pressure, this cleanroom is being designed as a negative cleanroom with all air being exhausted out of the building via a dedicated exhaust system. All airflow into and out of the room is being controlled via Phoenix Venturi air valves (by cleanroom contractor). This room will be designed to a negative pressure relationship (0.01-0.03” WG) to the adjacent Ante Room with a 100 CFM differential between exhaust and supply air and thus 2550 CFM of air will be exhausted from this room. The exhaust in the room will be connected to (3) different A2 BSC cabinets each sized for 850 CFM of exhaust (one is being designed for a future) as decided by the pharmacy and the University’s Environmental Health and Safety Office. All exhaust within room will be through the hoods.

**Negative Pressure Storage/Non-Sterile Hazardous Compounding HC212 (390 square feet)** - This space is designed as a negative pressure space designed to maintain negative pressure between 0.01 and 0.03. It will be provided with 18 ACH per room (exceeds code-required 12 AC)
distributed via laminar flow diffusers at the ceiling (by cleanroom contractor). The ceiling height will be 8 ft tall and thus the room will be supplied with 750 CFM of supply air. Airflow into and out of the room is being controlled via Pheonix Venturi air valves (by cleanroom contractor). This room will be designed as a negative pressure space with a 100 cfm differential between the supply and exhaust. There is also a single A2BSC cabinet sized for 850 cfm of exhaust which will be the only means by which air is exhausted from the space.

**Plumbing/Fire Protection**

All plumbing including sinks, eye washes etc. shall be completely installed by cleanroom contractor including all connections to the existing utilities in and around the renovated area from the fixture to the nearest main. All fire protection required for this space will be by others, however, the cleanroom contractor will be responsible for coordinating and sealing of all of the complete fire protection system.

**Controls**

The temperature of all (4) spaces will be individually controlled and monitored through the DDC system (Interface and control elements specified by cleanroom contractor) and will be designed to maintain 65F. All supply, return, and exhaust airflow into and out of each room will be monitored through the DDC system. In addition, there will be a pressure monitor between the Ante Room and IV Compounding as well as the Ante Room and Chemo Compounding as well as the ante-room and the exterior of the clean room as well as the negative pressure storage and the surrounding pharmacy. These will be individually monitored and are specified and installed by the cleanroom contractor. Each will have a 60 second (adjustable) delay between pressure and alarm to minimize nuisance alarms. The cleanroom vendor will also set up humidity monitoring through the building controls per USP requirements. Interface with hospital Tridium to be specified by cleanroom contractor according to University Controls Specification (230900S03 Instrumentation and Control for HVAC – UK Controls Standard). [https://www.uky.edu/cpmd/design-standards/divisions-20---29---facility-services-subgroup](https://www.uky.edu/cpmd/design-standards/divisions-20---29---facility-services-subgroup)

**Electrical Design Considerations**

Lighting shall be accomplished with 2X4 LED cleanroom grade light fixtures designed for a minimum of 75 FC within the space, all lighting to be wired with light switch control installed. Provide all wiring to junction box above ceiling for supply circuit connection by others. All receptacles shall be installed in wall, wiring terminated with conduit and wire extended to above ceiling into a junction box for circuit connection by others. All data raceways including boxes and conduits will be the cleanroom contractor's requirements. The minimum size of the conduit is 1” bonded to the cable tray. All communication raceways shall be installed per UK Communication standards. All data wiring will be by others. All fire alarm and security requirements will include all raceways and junction boxes etc. All fire alarm/security devices and wiring will be by others. Refer to the attached drawing for further requirements.

**Certification and Commissioning Process**

Wehr Constructors will be hiring a cleanroom contractor who will be responsible for providing the certified rooms and specifying and providing the elements noted above. Their scope of work for this project will include all walls and MEP trades within each of these rooms. All
Ductwork installed from the air handling unit to the space will need to be cleaned. In addition, we are recommending that they be responsible for the testing of the HEPA filters in the cleanroom ceiling to ensure that the airflow provided to the space is adequately filtered prior to coming into the room.

The particulate cleanliness classification shall be as follows: ISO Class 7 (Federal Standard 209E Class 10,000) 0.5 μm (352,000 particles/m³), 1 μm (83,200 particles/m³), 5 μm (2,930 particles/m³). Particle count within the clean room shall not exceed these limits throughout at an elevation of 30 inches above finished floor.

The University will hire an independent certification firm to certify the clean rooms. The clean room vendor shall correct all deficiencies found during testing in order for the rooms to meet certification requirements.
SECTION 132100 - CLEANROOM CONSTRUCTION

PART 1 – GENERAL

1.01 SUMMARY

A. Drawings and general provisions of the Contract, and Division 1 Sections apply to Work of this Section.

B. This specification details construction features, components, installation, cleanroom protocols, performance capabilities and design requirements for an environmental cleanroom.

C. The cleanroom products shall be the products of a manufacturer/installation contractor regularly engaged in the business of designing, manufacturing, installing, and certifying cleanrooms.

D. The manufacturer/installation contractor shall guarantee that the performance of the complete cleanroom will meet all the performance criteria established by this specification.

E. The cleanroom manufacturer/installation contractor shall be responsible for ensuring the space achieves certification. The testing shall be performed by a third party testing agency. Any additional costs for retesting if the space does not meet certification shall be the responsibility of the cleanroom contractor.

1.02 REFERENCES

A. Air cleanliness classification for cleanrooms and definition of terms for clean room work shall be in accordance with ISO Class 5, 6, and 7 (Formerly Class 100, 1,000, and 10,000) All cleanroom construction shall be in accordance with State and Local building codes.

1.03 RELATED DOCUMENTS

A. Section 00200 – Information Available to Bidders.

B. Section 132130 – Cleanroom Protocol.

C. Division 23 – Mechanical.

D. Division 25 – Electrical.

1.04 DEFINITIONS

A. As Built Cleanroom: Cleanroom, which is complete in all respects and in operation with all services available for use without personnel present in room.

B. At-Rest Cleanroom: Cleanroom, which is complete in all respects and in operation and has process equipment installed and operating without personnel present in room.

C. Clean Zone: A defined controlled construction area, including the clean room spaces and adjacent spaces that are exposed to the clean airstream and adjacent spaces as required to complete the construction of the cleanroom spaces.
D. Cleanroom Contractor: The contractor or sub-contractor responsible for the construction of the cleanroom spaces.

E. Protocol Manager: Designated representative of the Cleanroom Contractor with authority to supervise all construction personnel working within the Clean Zone to ensure clean / build requirements specified in the Contract Documents are met during construction of the cleanroom spaces.

1.05 PERFORMANCE REQUIREMENTS

A. Clean spaces are classified according to ISO 14644. Verification of room and air cleanliness shall be by measurement of the concentration of airborne particles at or above the size limits given below.

B. Classified spaces shall be as follows:

1. Positive Ante Room A0311B: ISO Class 7 (Fed Std 209E Class 10,000).
2. IV Compounding/ RIVA A0311B1: ISO Class 7 (Fed Std 209E Class 10,000).

C. Airborne particulate cleanliness classification:

1. ISO Class 5 (Fed Std 209E Class 100); as-built; 0,1 μm (100 000 particles/m³), 0,2 μm (23 700 particles/m³), 0,3 μm (10 200 particles/m³), 0,5 μm (3 520 particles/m³), 1 μm (832 particles/m³), 5 μm (29 particles/m³).
2. ISO Class 6 (Fed Std 209E Class 1,000); as-built; 0,1 μm (1 000 000 particles/m³), 0,2 μm (237 000 particles/m³), 0,3 μm (102 000 particles/m³), 0,5 μm (35 200 particles/m³), 1 μm (8 320 particles/m³), 5 μm (293 particles/m³).
3. ISO Class 7 (Fed Std 209E Class 10,000); as-built; 0,5 μm (352 000 particles/m³), 1 μm (83 200 particles/m³), 5 μm (2 930 particles/m³).

D. Particle count within room space shall not exceed limits for above mentioned classifications as defined by ISO Class 5, 6, and 7 throughout room at an elevation of 30 inches (760 mm) above floor level.

E. Levels of cleanliness apply while Cleanroom is at an "At Rest" condition.

1.06 DESIGN REQUIREMENTS

A. Ambient Room Temperature: 65°F ± 2°F.

B. Relative Humidity: 50% ± 10%.

C. Room Pressure and Leakage:

1. Clean spaces relative room pressure shall be sustained in accordance with the Drawings with all air handling equipment and systems operating at design capacity.
2. Overall leakage rate of entire clean room and air handling system shall not exceed the following percentages of total air supply volume with all doors closed and room in operating at an "At Rest" condition.

<table>
<thead>
<tr>
<th>Cleanliness Class</th>
<th>Positive Pressure (leakage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISO 5 (Class 100)</td>
<td>0.5 percent to 1.0 percent</td>
</tr>
<tr>
<td>ISO 6 (Class 1,000)</td>
<td>1.0 percent to 2.0 percent</td>
</tr>
<tr>
<td>ISO 7 (Class 10,000)</td>
<td>2.0 percent to 3.0 percent</td>
</tr>
</tbody>
</table>

3. When an entry door is opened, outward airflow shall be maintained.
4. Special attention shall be directed to ensure an airtight enclosure of the clean spaces through use of low-leakage construction material and equipment, gaskets, and joint caulking, to minimize air leakage.

D. Lighting Intensity:

1. Lighting installation shall be designed for a minimum of 75 footcandles sustained light intensity as measured at height of 30 inches (760 mm) above floor.
2. Fixtures shall be mounted so as to not disturb airflow pattern.
3. Lighting fixtures shall be located so as to not conflict with equipment layout as shown on Drawings.

E. Sound Level:

1. “At Rest” Conditions: Sound level within the Clean Room enclosure shall not exceed (NC60) curve as determined by octave band analysis.

1.07 SUBMITTALS

A. Cleanroom Contractor’s qualifications.

B. Cleanroom Contractor’s Clean / Build training program.

C. Shop Drawings: Submit for all items for Work of this Section, showing in large scale (minimum ¼" = 1’), methods of construction, joining, dimensions, materials, thickness, finishes of materials, installation, mechanical work, electrical work, relation to adjoining work, and all other details to fully illustrate the Work.

D. Installation Drawings: Submit for all items.

E. Manufacturer’s Catalog Data: Submit for all equipment including all applicable features and options.

F. Operation and Maintenance (O&M) Manuals: Upon completion of installation, Operation and Maintenance (O&M) instruction manuals shall be furnished. Operation instructions shall include manufacturer's name, size, model, type, and serial numbers for the various elements of system; detailed drawings, wiring diagram, repair parts lists, lubrication manuals, and general maintenance instructions.

G. Project Closeout: Provide the following certified items:

1. Operation and Maintenance procedures.
2. List of recommended spare parts.
3. Approved shop drawings.
5. Warranty certificates.
6. As-Built drawings.
7. Test reports.
8. Procedural instructions for future wall penetrations and proper sealant to be used.

H. Upon completion of Work, all tests shall be completed, systems balanced and fully functioning, and a qualified representative provided to instruct a representative of the Owner's maintenance department in proper operation and maintenance of all installed systems.

1.08 CLEAN ROOM CONTRACTOR QUALIFICATIONS
A. In addition to the General Standards and as a condition of award, special standards must be met by the Cleanroom Manufacturer/Installation Contractor to demonstrate that the bidder possesses certain expertise that has been determined essential for adequate contract performance.

B. The following will be required of the apparent low bidder prior to award:

1. A list of at least five (5) projects completed or currently under construction within the last five (5) years, which included construction of ISO Class 7 (Class 10,000) or better clean spaces. These Projects shall meet or exceed this Project's cleanroom scope of Work. List should include size of clean area, class and Owner contact. List must include the job title, place of performance, cost of the Project and the Project Manager's name, address and phone number; or, if non-government, company name, address, name of person to be contacted and phone number.

2. A list of at least five (5) cleanroom projects completed or currently under construction within the last five (5) years with documented experience for administering and monitoring a clean room build protocol program for all subcontractors working within the clean zone, including subcontractors not working directly for the clean room contractor.

PART 2 – PRODUCTS

2.01 CLEAN ROOM INSTALLATION CONTRACTORS

A. Installation Contractors: Installation Contractors, which comply with this specification Section as evaluated and approved by the Owner’s representative, may be provided by the following manufacturers. All products specified in this section shall be the provided by a single manufacturer.

2.02 CLEAN ROOM PRODUCTS

A. Manufacturers: Products, which comply with this specification Section as evaluated and approved by the Owner’s representative, may be provided by the following manufacturers. All products within a product category specified in this Section shall be the provided by a single manufacturer.

   2. Huntair, Inc.
   3. Gordon
   4. Innerspace Design Inc.
   5. MECART Inc.
   6. QleanAir Scandinavia Inc.
   7. Germfree
   8. Portafab Corporation

2.03 MATERIALS AND STANDARDS

A. Quality of materials and standards of installation not specifically called out in this Section of the specifications shall be as specified for similar items in the following Divisions of the specifications:

   1. Division 23 - Mechanical.
   2. Division 26 - Electrical.

2.04 CLEAN ROOM CEILING

A. System Description:
1. The cleanroom filtered ceiling system shall consist of a continuous filter ceiling grid with grid extrusion, associated connectors, grid hanging threaded rod from grid to turnbuckle, laminar flow diffusers, blank pans, and lighting fixtures.

B. Work Included:

1. Supply and installation of the following:
   a. Aluminum ceiling grid system, as specified herein.
   b. Blank ceiling pans, as specified herein.
   c. Gasketing, as specified herein.
   d. Connecting hardware and hanging hardware, as specified herein.
   e. Sealants, as specified herein.

C. Associated Work:

1. Intermediate structure for suspension of ceiling grid system.
2. Cleanroom diffusers.
3. Light fixtures. Supply and installation is by others.
4. Fire-protection sprinkler system. Some components of this system are specified herein as accessories. Supply and installation of the balance of this system is by others.

D. Performance:

1. Installed ceiling grid system, in conjunction with the associated Work, shall provide a cleanroom classification rating as specified herein.

E. Gasketed T-Bar Filtered Ceiling Grid System:

1. General: 2x2.5 inch T-Trak gasketed ceiling grid.
2. The ceiling grid system shall consist of grid members of extruded aluminum 6063-T6. Finish shall be electrostatically painted Duracron 100 Hybrid White. Height of the extrusion shall be 2½ inch.
3. The grid members shall be interconnected via zinc-plated 14-gauge steel channel-connectors and associated bolting hardware.
4. The top of the channel-connectors shall be capable of accepting ¼"-20 left-hand threaded rods that permit the attachment of a turnbuckle and right-hand threaded rods, to be attached to a support structure. The top of the grid member shall accept a #10-24 UNC right-hand thread, which will be used for attachment of channel-connectors to grid members, and for attachment of filter hold-down hardware to top of grid.
5. The ceiling grid shall be supported from an overhead support structure with ¼"-20 threaded rods. The support rods shall include turnbuckles to permit leveling of the grid system.
6. Upon completion, the contractor shall touch up all surfaces that are scratched, or otherwise exposed, with paint matching the factory finish.
7. Gasketing: 1/8x5/8 inch low modulus black Poron gasket with low-outgassing single-side adhesive shall be applied to the grid. Gasket will be supplied for field cutting and installation by others to avoid particle entrapment, which is possible with factory-applied gasket.
8. Blank pans shall be constructed of 16-gauge steel and powder-coated wet white, with up-turned edges for rigidity. Manufacturer shall provide stainless spring steel hold-down clips to secure and seal the blank pans.
9. Manufacturer shall provide grid members capable of accepting a sprinkler coupling suitable for connection to a 1-inch rigid fire-protection piping system, or a flexible fire-protection piping system.
10. The grid system shall be designed to carry a uniform static load of 15 pounds per square foot, with a maximum deflection of 0.1-inch.
F. Structural and Exterior Attachments.

1. Attachment Accessories: The Clean Room Contractor shall be responsible for the overhead and exterior attachment parts and hardware. Ceiling grid manufacturer shall provide sufficient attachment points and dimensional layouts for placement of the attachment hardware.

2.05 MECHANICAL SYSTEMS

A. Description: The cleanroom contractor shall be responsible for specifying duct, air control valves, pressure monitors, etc. as required to meet USP requirements and to coordinate with Engineer to assist in the sizing of the associated mechanical systems.

2.06 LIGHTING SYSTEMS

A. Description: Recessed, sealed, flush door frame and sealed housing lighting troffer.

B. Basis of Design: Day-Brite Kleenseal LED KTR 100 or approved equal. The lighting in the space must achieve 75 footcandles.

C. General:

1. Recessed, sealed and gasketed, LED troffer.
2. Designed for 2-inch gasketed T-bar clean room ceiling grid.

D. Construction:

1. 0.040” aluminum housing in 92% reflectance white acrylic enamel finish.
2. Totally sealed and gasketed housing.
3. Top and end 1/2” conduit knockouts for easy thru wiring.
4. Seismic support mounting features.
5. Removable sealed wiring access plate.

E. Door Frame/Lens:

1. Flush aluminum door frame, finished in white acrylic enamel.
2. Door frame retained to housing when opened for safety
3. Door frame secured to housing by captive stainless steel screws.
4. Door fame gasketed to housing with closed cell polyethylene gasket.

F. Optics:

1. Lens shall be 0.125” thick prismatic acrylic, sealed to door frame with closed cell neoprene gasket.
2. Lens shall have installed prisms up standard providing 80% efficiency.
3. Yellow lighting lenses shall eliminate 99.999% of UV light between 0 – 495nm wavelengths.

G. Electrical:

1. Listed for use in USA and Canada.
2. Ground screw attached to housing for positive grounding.

2.07 FIRE SUPPRESSION SYSTEMS

A. Sprinkler Piping: Provided by others. Sealing by cleanroom contractor.
PART 3 - EXECUTION

3.01 JOB CONDITIONS

A. The General Contractor shall provide the shell space and an adjacent staging area in vacuum clean and wiped down condition and shall assist in maintaining the conditions necessary for the performance of the Work in this area.

B. Check Project for conditions that affect work. Do not begin installation until unsatisfactory conditions are corrected. Defects caused by unsatisfactory conditions or untimely installation shall be corrected at no cost to Owner’s Representative.

C. The Cleanroom Contractor shall coordinate with Sprinkler Systems work for pipe penetrations and sprinkler head locations.

D. The Cleanroom Contractor shall coordinate with cable tray, fire alarm communications, telephone, clock, and data systems, etc., for ceiling, wall, or floor penetrations.

E. The Cleanroom Contractor shall coordinate other work performed within the cleanroom area as required to safeguard the cleanliness of the clean room area.

3.02 GRID SYSTEM INSTALLATION

A. General: The Clean Room Contractor shall be responsible for the complete installation of the cleanroom ceiling system.

B. It is the intent that the grid system be installed to line and true level, symmetrical to rooms and spaces, and with due regard to appearance and structural stability. The ceiling shall be level throughout within 1/8 inch.

C. All suspended ceiling system work shall be done in accordance with the procedures endorsed by the Ceiling and Interior Systems Contractor’s Association (CISCA), except where specified otherwise.

D. Lay out grid as shown on Shop Drawings. Coordinate with mechanical and electrical equipment in framing and cutting around ceiling penetrations.

E. Hang level as shown on the drawings in accordance with ASTM C636 and the manufacturer's current printed instructions for the type of installation used.

F. Channel-connectors are to be installed and tightened per manufacturer's instructions.

G. Install hanging hardware at specified locations and per manufacturer's instructions.

H. Caulk intersections per manufacturer's instructions.

I. Install gasketing per manufacturer's instructions.

J. Blank pans and associated hold-down clips shall be installed per manufacturer's instructions.

K. Lighting fixtures are to be installed per the ceiling plans. Wiring shall be installed by Division 25.

3.03 INSTALLATION OF UTILITIES
A. The Cleanroom Contractor shall supervise protocol compliance during the installation of all mechanical, electrical, furnishings, and equipment in space above floor in all rooms designated as clean spaces.

B. The Cleanroom Contractor shall be responsible for making and sealing all penetrations to Cleanroom walls, ceilings, and floors.

C. The Cleanroom Contractor shall be responsible for specifying and providing all airflow control valves, pressure monitors, supply and return ductwork, reheat coils, and exhaust ductwork from the point of air handler and exhaust duct connections adjacent to cleanroom and make all final connections to cleanroom ceiling diffusers, HEPA filters, hoods, etc. They shall assist the Engineer of record in determining the final size of air handler and exhaust fan equipment. BIM coordination, final leakage and cleanliness testing, system commissioning, and building automation system (Tridum) interface is to be by cleanroom contractor.

D. Division 23 and 25 and the Cleanroom Contractor shall coordinate location of furnishings, equipment, mechanical, electrical, and cleanroom equipment prior to construction to coordinate installation and eliminate any interferences.

E. A dedicated panel and associated electrical feed for the pharmacy will be provided by division 25. Any breakers or wiring or end-devices within cleanroom shall be installed within this panel and wired with final connections made by the cleanroom contractor.

3.04 TESTING AND BALANCING GENERAL REQUIREMENTS

A. The testing, balancing, adjusting and performance verification of the air distribution in the Cleanrooms shall include, but are not limited to:

1. As-Built Facility Test and Balance.
2. At-Rest Facility Performance Acceptance Test.

B. All tests shall be conducted by a competent technician.

1. The technician shall have a minimum of two (2) years of service devoted to the test, balance and performance verification of Cleanroom facilities.
2. Provide all instruments, lubricants, test equipment, material and labor required for the tests.
3. The tests shall be started only after the Cleanroom Contractor has completed the initial operating and balancing adjustments. The General Contractor shall review the pretest check list.
4. The As-Built Facility testing shall be conducted under the direct supervision of the Cleanroom Contractor.
5. The At-Rest Facility Performance Acceptance Test shall be conducted by the Cleanroom Contractor. Tests shall be performed and the results witnessed and confirmed by the Owner’s Representative prior to final acceptance of the Cleanroom systems.

C. Instrumentation shall be in accordance with the description given in each test procedure, and shall have a demonstrated accuracy and sensitivity suitable for the test procedure. All instruments shall be calibrated according to the manufacturer's recommendation and/or accepted industry practice. Owner’s representative may require the calibration of any instrument prior to test and balance.

D. Instrumentation shall include, but is not limited to:

1. Particle counter (ASTM F50-68).
2. Inclined manometer.
3. Electronic direct reading anemometer.
4. Direct reading flowhood.
5. Alnor velocimeter.
6. Direct readout tachometer.
7. Clip-on ampmeter/voltmeter.
8. Thermometers (Dry Bulb and Wet Bulb).
11. Photo-electric illumination meter.
12. SPL Meter, A-weighted scale.

3.05 TEST METHODS

A. Perform the required acceptance tests to provide the test data for the room classifications as dictated by the design criteria.

3.06 CERTIFIED REPORT

A. Reports described herein shall be submitted by the owner's third-party certification firm. Types, serial numbers and date of calibration of appropriate instruments shall be included. The report submitted shall include a signed and dated certificate stating compliance with ISO Class 6, 7 and 8 in regard to the specified air cleanliness level.

B. Warranty:

1. The manufacturer shall warrant that within 24 months from the date of acceptance that the manufacturer will replace or repair, at his option, free of charge any part or parts which upon examination are found defective in workmanship or material, provided, on request, the part or parts are returned to the manufacturer’s plant, and provided further that the equipment has been maintained in accordance with the instructions in the maintenance schedule and procedures.

2. During the warranty period as defined above, the manufacturer shall furnish remedial service assistance on equipment and controls at no charge to the Owner.

3. Manufacturer shall in no event be held liable for repairs, additions or modifications made upon the manufacturer's equipment without the manufacturer's written consent.

3.07 BALANCING PRIMARY AIR SYSTEMS

A. Division 23 contractor shall Adjust and balance air handling unit for design quantities as agreed upon by cleanroom contractor and Engineer of record. Final balancing of ductwork, cleanroom ceiling devices, HEPA filters, air control valves, pressure monitors is to be by Cleanroom Contractor. Conduct balancing with filters in place and all automatic control devices and dampers operative and adjusted.

B. Adjust fan speed within the limits of the adjustable sheaves or speed controller and motor horsepower to the required output.

C. Balance main and branch air quantities using a velocity traverse with pitot tube. Following balancing of duct system, take readings at each outlet and record.

D. All required exhaust fans shall be operational.

E. Balance all systems to design values plus or minus 5 percent.

3.08 PRIMARY AIR SYSTEMS TEST DATA (BY DIVISION 23)
A. Fan Data:
   1. Manufacturer name and model number.
   2. Design airflow rate.
   3. Actual airflow rate.
   4. Design speed.
   5. Actual speed.
   6. Motor name, rated amps, (Horsepower) (KW), RPM, voltage.
   7. Inlet and discharge static pressure.
   8. Motor amps.

B. Air Outlet Data:
   1. Outlet size.
   2. Actual free area.
   3. Manufacturer's test factor.
   4. Measured average velocity.
   5. Design airflow rate.
   7. Airflow rate percentage above or below design.

C. Makeup Air Intake Data:
   1. Size of inlet.
   2. Actual free area.
   3. Measured average velocity.
   4. Makeup air temperature.

3.09 AIR VELOCITY AND AIRFLOW UNIFORMITY (BY CLEAN ROOM CONTRACTOR)

A. Apparatus:
   1. Electronic direct reading anemometer or direct reading airflow rate flowhood.

B. Procedure
   1. Airflow through each laminar diffuser shall be determined by either velocity or airflow rate measurement. Each measurement shall be recorded.
   2. Velocity measurements shall be an average of several readings taken 4 inches to 6 inches (100 mm to 150 mm) from diffuser.
   3. All supply, return, and exhaust inlets/outlets shall be adjusted to provide proper airflow and room pressure.

C. Acceptance: The measured airflows shall be within the range specified based on the projected floor area. A minimum of 80 percent of the measurements shall be within 20 percent of the average measurement, and the remaining measurements shall be within 30 percent of the average airflow requirements.

3.10 AIR CLEANLINESS LEVEL (BY CLEAN ROOM CONTRACTOR)

A. Apparatus: Particle Counter.

B. Procedure:
1. Air cleanliness shall be tested according to the procedures established by ISO Class 7.
2. A monitoring plan, described in ISO 14644-1 shall be submitted for approval by University Representative before air cleanliness testing is performed.

C. Acceptance: The air cleanliness level shall meet the acceptance criteria established by ISO Class 7.

3.11 ROOM PRESSURE (BY CLEAN ROOM CONTRACTOR)
A. Apparatus: Inclined manometer and smoke sticks.
B. Procedure:
   1. With all Cleanroom doors closed, measure and record the pressure differential between the designated areas and the adjoining spaces or exterior ambient.
C. Acceptance:
   1. Pressure differentials with all doors closed shall be maintained to the design conditions.
   2. With the doors open, outward airflow through door opening shall be maintained. An inward airflow is unacceptable.

3.12 TEMPERATURE AND HUMIDITY (BY CLEAN ROOM CONTRACTOR)
A. Apparatus: Dry bulb thermometers, either relative humidity indicator or wet bulb thermometer, or electronic digital relative humidity meter.
B. Procedure:
   1. Perform this test after completion of the initial test and balance and the system has been in full operation for at least four (4) hours.
   2. Divide the work area into 10 foot by 10 foot (3 m by 3 m) grids and record each measurement.
   3. Electronic meter sensors to be calibrated with standard saturated salt solutions prior to testing to ensure accuracy.
C. Acceptance: Average temperature and humidity readings shall satisfy the operating conditions throughout the room as required by the design criteria.

3.13 FINAL FILTER LEAK TEST
A. Apparatus: Particle Counter.
B. Procedure:
   1. The air handling unit with integral final filters is being installed under a separate contract and will be tested on-site. The cleanroom contractor shall witness the test and perform any necessary additional tests required to "accept" the airflow from the unit as requested to achieve cleanroom certification.
   2. Final filter installations shall be tested for pinhole leaks to ensure that the HEPA filters and their installations are properly sealed and that the filter integrity has been maintained during installation.
   3. Any detectable filter leak may be repaired by patching in place. The maximum area of patch allowable shall not exceed 1 percent of filter face area. Any patched area in excess of 1 percent of filter face area shall be rejected and the filter shall be replaced.
C. Acceptance: The particle count shall exhibit no intrusion of particles in excess of that specified in Federal Standard 209E contract document or the design criteria.

3.14 AS-BUILT FACILITY PERFORMANCE ACCEPTANCE TEST (BY CLEAN ROOM CONTRACTOR)

A. Upon completion of initial testing, balancing and adjusting, and with the Cleanroom complete with all environmental equipment in operation but empty of any process or production equipment, and with all operating personnel absent, the following tests shall be performed:

1. Temperature and Humidity.
2. Room Pressure.
3. Airflow Uniformity.
4. Air Cleanliness Level.
5. Final Filter Leak Test.

3.15 AT-REST FACILITY PERFORMANCE ACCEPTANCE TEST (BY CLEAN ROOM CONTRACTOR)

A. This test shall be conducted with all cleanroom furnishings and hoods in place and operating, but without operating personnel present.

B. Upon two (2) weeks written notification, the Cleanroom Contractor shall perform the final “At-Rest” Facility Performance Acceptance tests as proof of compliance with the specifications by making the following tests:

1. Temperature and Humidity.
2. Room Pressure.
3. Room Cleanliness Level.

C. If room cleanliness level exceeds maximum allowance, room shall be retested with personnel absent and/or process equipment off, in order to isolate cause of excess particulate level.

END OF SECTION - 132100
SECTION 132120 - CLEANROOM WALL SYSTEM

PART 1 – GENERAL

1.01 SUMMARY

A. This Section specifies the requirements necessary to furnish and install, complete, cleanroom wall system (CRW) including, but not limited to the following:

1. Cleanroom wall systems, both structural and non-loadbearing, completely demountable, non-progressive, including all installation attachments.
2. Wall panel material including paint, coating, or finish.
3. Reinforcing and bracing as necessary to maintain wall system structural integrity.
5. Glazed wall panels.
6. Cleanroom swinging aluminum doors and frames.
7. All labor, supervision and equipment for the cleanroom wall installation.
8. Related work specified elsewhere.

B. Inspect all building areas prior to installation, where cleanroom wall will be installed, for any job condition that will alter the layout or details shown on the drawings. Coordinate installation with other trades to avoid conflicts.

1.02 RELATED DOCUMENTS

A. General and Supplementary Conditions and Division 1.
B. Section 132100 – Cleanroom Construction.
C. Section 132130 – Cleanroom Protocol.

1.03 WARRANTY

A. Submit three copies of written warranty agreeing to repair or replace wall components which appear to have failed in general durability or any other forms of apparent deterioration.
B. One (1) year limited standard warranty against excessive fading, excessive nonuniformity of color or shade, cracking, peeling, pitting or corrosion.

1.04 QUALITY ASSURANCE

A. Quality Assurance Responsibilities: Cleanroom Contractor is solely responsible for quality control of the Work.
B. Manufacturer’s Qualifications: Manufacturer shall have been engaged in the fabrication of cleanroom walls of types and sizes required and whose products have been in satisfactory use in similar service for not less than 10 years. Like items of material provided herein, shall be the products of one manufacturer in order to achieve standardization for appearance, maintenance and replacement.
C. Installing Contractor: Cleanroom wall system installer shall be trained and approved by the manufacturer and shall be experienced in the installation of this cleanroom wall system.
1.05 DELIVERY, STORAGE AND HANDLING

A. Wall system panels shall be delivered with an approved protective coating and packaged to prevent transit and construction dust from contaminating surfaces. Stripping of packaging, except protective coatings on wall panels, to be done in a material entry airlock.

B. Deliver materials in their original, unopened packages.

C. Exercise extreme care in handling all cleanroom wall system components to prevent damage.

D. Store materials in such manner as to prevent damage or intrusion of foreign matter.

E. Conspicuously mark "Rejected" on materials which have been damaged, and remove from the job site.

1.06 SUBMITTALS

A. Provide samples of each type of product materials, support components, finishes, and accessories illustrating installed products, finishes, and color.

B. Detailed manufacturer product data sheets, for each proposed product type, which provides the necessary information to describe and evaluate the product and its performance.

C. Shop Drawings: Submit complete shop fabrication and installation drawings, including plans, elevations, sections, details, schedules, and 3-dimensional layouts (as necessary). Minimum scale shall be 1:50. Show relationship to adjoining materials and construction. Shop drawings shall depict final product design and installation. Shop drawings shall be prepared electronically and submitted in the form of reproducibles or photocopies, prepared in standard Architectural drawing formats and scaled to defined dimensions.

D. Test reports, by an independent testing laboratory, certifying that component parts perform as specified.

PART 2 - PRODUCTS

2.01 CLEANROOM WALL PANEL

A. Manufacturers: Subject to compliance with requirements, provide products equal to the following:

1. Plascore Pharma wall panels Inc.
2. Altro Whiterock wall system
3. Crane Glasbord smooth wall panels

B. Design Criteria: Vertical loading: Dead Load = Component weight:

1. Stiffness: 1/120 at 240 Pa (5 psf).

C. Deflection Capability: Can accommodate deflection requirements up to 19 mm (3/4 in).

2.02 CLEANROOM WALL FRAMING SYSTEM

A. Manufacturer's standard wall framing system.

2.03 CLEANROOM SWINGING DOORS AND FRAMES
A. Manufacturers: Subject to compliance with requirements, provide products by equal to the following:

1. Plascore, Inc.

B. Description: Door and frames shall be pivot aluminum type and shall be provided as an integral part of the Cleanroom wall system.

C. Stile and Rail Doors: Glazed or paneled doors with tubular extruded aluminum frame members.

1. Frame Joints: Concealed mechanically fastened, using tie rods or j-bolts and reinforcing plates.
2. Thickness: 45 mm (1-3/4 in.).
3. Stile Width: Nominal 150 mm (6 in.).
4. Top and Intermediate Rail: Nominal 150 mm (6 in.).
5. Bottom Rail: Nominal 300 mm (12 in.).
7. Glazing Stops: Glass to be flush with door leaf.
9. Solid Panels shall be flush with door leaf.
10. Undercut: 50 mm (1/2 in.).
11. Hardware:
   a. Pivot Hinges: Doors shall have full ball bearing pivot.
   b. Door Closers: Closers shall be concealed with heavy duty arms and through bolts; Plascore LCN 3130 or approved equal.
   c. Auto Operators: Stanley Magic Force or approved equal, with wave-to-open operating switches.

(1). Trim: Keyed lock cylinder to retract latchbolt from pull side. All lock cylinders shall be keyed alike. Provide one key per cylinder.

   e. Handle Grips:
      (1). Vertical: 1-inch round tube; radius bend; 10-inch center-to-center; 2-inch clearance.
      (2). Horizontal: 1-inch round tube; radius bend; center-to-center specific for door width; 2- 3/4-inch projection.

12. Finish:
   a. Aluminum: Class 1 natural anodized finish.
   b. Hardware: Satin Stainless Steel.

13. Accessories:
   a. Thresholds: ¼-inch high, 0.125-inch wall, aluminum mill finish, width as required.
   b. Door stop: Universal dome stop, ¼-inch high base plate, rubber stop material, satin stainless steel or nickel finish.

2.04 CLEANROOM GLAZING
A. Glazing for Cleanroom Walls:

1. Glazing: 6.35 mm (1/4 in) tempered glass.
2. Glazing Stops: Glass to be flush with frame.

2.05 CLEANROOM ACCESSORIES

A. Wall-mounted Pass-Thru: equal to CAP18W-SST-18HX18D by Clean Air Products

1. Formed and stitch-welded type 304 #4 finish stainless steel construction
2. Stainless steel continuous flush-mount hinges
3. Formed type 304 #4 finish stainless steel door frames
4. Clear tempered safety glass viewing windows
5. Type 316 stainless steel lever compression door latches
6. Silicone bulb gasket
7. Mechanical Interlock with type 316 Stainless Steel handles
8. 8 Piece Stainless Steel Mounting Frame

B. Sealant: equal to GE SCS-1700

PART 3 – EXECUTION

3.01 INSTALLATION

A. The nature of the completed facility demands special attention to maintaining an overall cleanliness in the Project area.

B. All installation methods shall be in accordance with the latest recommendations of the component manufacturer and in conformance with this specification. Accurately align and securely anchor framing and finish members in accordance with drawings. Position framing vertically, spaced as required. Locate framing adjacent to door frames, openings, door pockets, partition intersections, and corners. Lock wall panels securely in place, flush with adjacent panels.

C. Assemble partition components into a rigid structure with tight, straight-line joints. Completed installation shall be free of exposed bolts, nuts, rivets, and fasteners within the cleanroom area, and shall interface with all mechanical and electrical work in a clearly pre-planned and craftsman-like installation.

3.02 CONDITIONS OF SURFACES

A. Examine substrates and adjoining construction and conditions under which work is to be installed. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.03 ERECTION

A. Verify dimensions of supporting structure by field measurements to insure cleanroom wall will be accurately designed, fabricated, and fitted to the structure.

B. Coordinate cleanroom wall work with the work of related sections. Provide items to be placed during the installation of other work at the proper time to avoid delays in the work. Place such items, including inserts and anchors, accurately in relation to the final location of the cleanroom wall system components using locking type devices at all connections.
C. Erect all component parts of the cleanroom wall in accordance with the manufacturers written instructions and recommendations.

D. Erection Tolerances - erect all component parts within the following tolerances: Variations from plumb or angle shown: 3.175 mm (1/8 in.) maximum variation in height on 3000 mm (10 ft.) run, noncumulative.

E. Cutting and Trimming of Component Parts:
   1. Cut and trim component parts of the cleanroom wall during erection in accordance with manufacturer’s recommendations. Restore finish completely to protect material and remove all evidence of cutting and trimming.
   2. All cutting and trimming to be done outside the cleanroom area or in approved cleanroom fabrication shop located within cleanroom envelope.
   3. Field cutting shall conform to fire safety requirements.
   4. Field cut and drill panels for installation of electrical and telephone device box blockouts and conduit at locations indicated.

F. Do not erect members which are observed to be warped, bowed, deformed, or otherwise damaged or defaced to such extent as to impair strength or appearance. Remove and replace members damaged in the process of erection.

G. Set units level, plumb, and true to line, with uniform joints. Support and secure in place by bolting to clip angles and similar supports anchored to supporting structure.

3.04 CLEANING

A. Provide cleaning in accordance with Project Specifications.

B. Provide cleaning methods required for each component part as recommended by the manufacturer.

C. The nature of the project requires special attention to minimizing potential contamination of the fully developed cleanroom environment. All construction dust and contaminants left on surfaces or in recesses that will be exposed to cleanroom air will have the effect of unduly loading up the filter system. Daily cleanup and vacuuming of the work area is essential for an ongoing control of contaminants, especially as the cleanroom fit-up progresses.

3.05 PROTECTION

A. Protect the cleanroom wall system throughout the construction period in a clean and properly protected condition so it will be without any indication of use or damage at the time of Substantial Completion.

B. Protect the Work during shipment, storage, erection and construction to avoid development of non-uniformity of appearance or other deleterious effects in the Work.

C. Protection shall consist of factory-applied protection or 10 mm (3/8 in.) coroplast attached with cleanroom tape for high traffic areas.

D. Remove protection when no longer required.

E. Materials found to be defective or improperly installed shall be replaced.

END OF SECTION - 132120
SECTION 132130 - CLEANROOM CONSTRUCTION PROTOCOL

PART 1 – GENERAL

1.01 SUMMARY

A. Drawings and general provisions of the Contract, and Division 1 Sections apply to Work of this Section.

B. This Section specifies the general requirements for all personnel, components, materials, equipment, tools, and protocol requirements to be utilized in the construction, start-up, commissioning, and certification of the Cleanroom spaces.

C. The Cleanroom Protocol procedures shall be developed and implemented by a contractor regularly engaged in the business of designing, manufacturing, installing, and certifying cleanrooms.

D. The manufacturer/installation contractor shall guarantee that the performance of the complete cleanroom will meet all the performance criteria established by this specification.

E. The cleanroom manufacturer/installation contractor shall achieve certification, testing for which will be provided by the Owner’s a third party firm.

1.02 REFERENCES

A. Air cleanliness classification for cleanrooms and definition of terms for cleanroom work shall be in accordance with ISO Class 5, 6 and 7 (Formerly Class 100, 1,000 and 10,000). All cleanroom construction shall be in accordance International and Local building codes.

1.03 RELATED DOCUMENTS

A. Section 132100 – Cleanroom Construction.

B. Section 132120 – Cleanroom Wall System.

C. Division 15 – Mechanical.

D. Division 16 – Electrical.

1.04 DEFINITIONS

A. Clean Zone: A defined area, including the cleanroom and adjacent spaces, that is exposed to the cleanroom supply and return airstreams.

B. HEPA Filter: High efficiency particulate air filter, including ULPA (Ultra-High efficiency particulate air) filters.

C. Protocol Level: The phase or degree of construction completion that mandates specified activities, training, security clearance, dress, work means and methods, cleaning procedures, and system performance to maintain the cleanliness of the clean zone.

D. Protocol Manager: The person vested with authority by the Cleanroom Protocol Contractor to supervise all construction personnel working within the Clean Zone and ensure requirements of the contract documents are met in completion of the Clean Zone construction.
1.05 SUBMITTALS

A. Cleanroom Protocol:

1. Written performance and method protocol procedures shall be prepared and submitted by contractor performing tasks and services specified herein. Cleanroom protocol procedures shall include the following items used in the performance of services:
   a. Manpower, organization, and responsibilities of all members performing Work.
   b. Procedures to be utilized.
   c. Sequence of construction events and protocol levels.
   d. Products to be utilized.
   e. Equipment to be utilized.

2. Written protocol procedures shall be developed for each of the construction protocol levels for the following activities and services:
   a. Instruction and training material and procedures for clean construction workers.
   b. Monitoring and enforcement of clean construction protocol.
   c. Design and use of temporary construction and equipment to maintain clean construction boundary and entry/exit of personnel and equipment to the clean construction boundary.
   d. Procedures and equipment for continuous and special cleaning.
   e. Testing procedures and equipment including for air, water, and other cleanroom related activities.

1.06 CLEANROOM PROTOCOL CONTRACTOR QUALIFICATIONS

A. In addition to the General Standards and as a condition of award, special standards must be met by the Cleanroom Protocol contractor to demonstrate that the bidder possesses certain expertise that has been determined essential for adequate contract performance.

B. The following will be required of the bidding contractors prior to award: A list of at least five (5) Projects, completed within the last five (5) years, which included construction of Class 1,000 or better clean spaces. These Projects should be equal to this Project's Cleanroom scope of Work. Include documented experience for monitoring a cleanroom protocol program for all subcontractors working within the clean zone, including subcontractors not working directly for the cleanroom subcontractor.

PART 2 – PRODUCTS

2.01 INSTALLATION PROTOCOL

A. The Following guidelines shall be followed in order to establish procedures for dress, conduct, and activities inside the Clean Zone as necessary to maintain safety and contamination requirements:

1. The Cleanroom Contractor shall have full authority over all operations inside the Clean Zone.
2. All persons entering the Clean Zone shall complete training respective of the protocol level incorporated.
3. Construction personnel shall receive training on Clean Build Protocol, at regularly scheduled training sessions from the Cleanroom contractor. Manufacturer's representatives, service personnel, Owner representatives and end users to receive
special training on clean protocol prior to entering the Clean Zone.
4. There shall be one training session for protocol levels 2 and 3, and another for protocol level 4.
5. Personnel access to the Clean Zone shall be through the designated personnel construction gowning entrance. Material and tool entry shall be through a material entry pass-through, and pre-clean area only.
6. Any approved sub contractor shall use dedicated, clean construction tools in the clean zone inspected for each level of protocol. Tools which are used on a daily or regular basis are to remain in the Clean Zone until they are no longer needed.
7. Any approved sub contractor shall clean as they work, always leaving the construction zone in at least the same or better condition than when the work began.

B. The following activities are banned anywhere inside the Clean Zone and adjacent spaces during all construction protocol levels:

1. Eating or drinking foodstuffs.
2. Chewing gum.
3. Smoking or chewing tobacco.
4. Spitting.
5. Standing, walking or sitting on electrical conduits, and bus duct, HVAC ductwork, fire sprinkler piping, or other building utility piping, process high purity piping, specialty gas piping, HEPA filter modules, cleanroom light fixtures or any other cleanroom component.
6. Breaking open any clean products specially sealed and wrapped for protection prior to the material entry airlock.
7. Cutting, threading, grinding, or welding pipe, conduit, bus duct, or fittings.
8. Operating any propane, acetylene, diesel, gas, air, or oil fueled tools, high-lift or other construction equipment.
9. Installing or spilling oil, stain, paint, sealant, cleaning agent, caulking, or other diffusing product onto the structural floor before application of specified sealers and paints.
10. Using chemicals and cleaners not previously approved by the Cleanroom Protocol contractor and site environmental health and safety representative.
11. Entering or working inside the Clean Zone in garments and footwear that are not in compliance with the posted construction protocol level.
12. Entering or working inside the Clean Zone without clearance from the Cleanroom Protocol contractor and Protocol Manager.

C. The following procedures and criteria shall be followed by all persons entering and working in the Clean Zone during all construction protocol levels:

1. Walk on sections of tacky walk-off mat provided at entry to the Clean Zone.
2. Unpack, wipe down, and vacuum clean all construction material, tools, and accessories to remove grease and contamination in the material entry pass-through.
3. Wipe up spills of caulking, sealant, paint and the like immediately.
4. Dispose of all outer packaging materials including tie-straps, plastic seal wraps, product protecting devices and other debris in trash receptacles. Do not let debris accumulate on floor.
5. Provide continuous HEPA filtered vacuum pick-up during drilling, coring, cutting, or similar particle generating work activities after beginning cleanroom protocol level.
6. Provide all necessary construction tools that are cleaned, stored, and used only within the designated Clean Zone after beginning of protocol level.
7. No wood, paper, foam, or cardboard containers or packing allowed in the Clean Zone after beginning of protocol level 2.
8. Limit quantity of material inventory stored in the Clean Zone to a quantity that can be used during the current shift.
2.02 CLEAN / BUILD PROTOCOL TRAINING PROGRAM

A. Prior to construction start, the Cleanroom Protocol contractor will provide a cleanroom protocol-training program. A draft protocol and training program shall be submitted during the proposal stage to confirm the requirements of the specifications. Its intent will be to expose each individual trade to the intricacies of a cleanroom and the “clean build” process. Attendance is mandatory for all workers involved with the Cleanroom Project. The primary goal of the protocol training is to:

1. Help contractors understand the reasons for various restrictions on activities within the cleanroom.
2. Provide overall exposure to the sub-micron level of cleanliness required in the different cleanroom classifications.
3. Inform them on specific cleanroom components such as the use of air locks, air showers, and gowning procedures.
4. Emphasize the necessity for continuous daily clean-up programs.
5. In conjunction with the pre-construction training activity the process will be monitored and adjusted at the weekly contractor coordination meeting. These meetings will further:
   a. Gauge the level of compliance to these restrictions and allow the cleanroom contractor to adjust enforcement of same if necessary.
   b. Ensure tradesman participation and involvement in an overall commitment to maintain the integrity of this facility.
   c. Serve as a venue to present and post any and all weekly “restricted access” area(s) and help schedule clearance of the areas.

2.03 PRE-CLEANROOM CONSTRUCTION ACTIVITIES

A. The following describes construction activities to be complete prior to the cleanroom construction:

1. The building superstructure must be complete including slab floors, exterior walls, roof, exterior windows and doors, structural steel and welding.
2. Fire protection mains, plumbing drains, and cleanroom perimeter walls (drywall) shall all be in place at this time.
3. All interior surfaces (i.e., columns, joists, walls, etc.) shall be painted or coated to prevent future shedding of particulate into the cleanroom.
4. Temporary gowning room and a material entry pass-through will be constructed at the cleanroom entrances.
   a. The material entry pass-through may be constructed of sheet plastic and a structural support as necessary.
5. All utilities required for the Clean Zone are brought through the perimeter Clean Zone boundary wall and capped for final distribution in Clean Zone. All penetrations through the Clean Zone boundary wall to be sealed airtight.

2.04 CLEAN ZONE CONSTRUCTION PROTOCOL LEVELS

A. General milestones for clean construction protocol levels include (Note: levels may overlap):

1. Level 1: Rough Construction Phase.
2. Level 2: Cleanroom Floor/Ceiling installation.
3. Level 3: Cleanroom Wall Installation.
4. Level 4: Start-up test and Certification.

2.05 PROTOCOL LEVEL 1 (ROUGH CONSTRUCTION PHASE)

A. Level 1 Activities:

1. The building superstructure must be complete including slab floors, exterior walls, roof, exterior windows and doors, structural steel and welding.
2. Fire protection mains, plumbing drains, and cleanroom perimeter walls (drywall) shall all be in place at this time.
3. All interior surfaces (i.e., columns, joists, walls, etc.) shall be painted or coated to prevent future shedding of particulate into the cleanroom.
4. Temporary gowning/material staging areas will be constructed at the cleanroom entrances.
5. Staging areas may be constructed of sheet plastic and a structural support as necessary.
6. Install air handling units and associated ductwork, including ductwork required for outdoor make-up air.
7. Hang Cleanroom ceiling support system.
8. Install MEP overhead rough in.
9. Install plenum sensible cooling recirculating air-handling systems.
10. Seal air tight all duct and fan openings.
11. Initial gross clean up of the clean construction zone including overhead mechanical systems prior to entering Level 2 protocol.
12. Provide start up of make-up air systems for room pressurization prior to moving to Level 2 protocol.

B. Cleanliness Level (Level 1):

1. No smoking or chewing tobacco is allowed.
2. No eating or drinking within the clean zone.
3. No gasoline or diesel powered equipment allowed. All lifting equipment/power tools shall be electric powered.
4. Grinding, cutting, drilling, or other operations (i.e. cutting drywall) which generate dust contamination must be controlled by means of daily vacuuming or cleanup.
5. Substrates, over which succeeding work is to be installed, shall be carefully inspected and wiped clean to eliminate entrapment of any contamination in the finished Work.
6. Surfaces of material and equipment being installed shall be wiped clean using clean water and lint-free wipes. Oil and grease must be cleaned with a solution approved by the Protocol Manager. Dirty wipes must be replaced and disposed of.
7. Floors must be vacuumed or wet mopped weekly.
8. All trash and debris must be removed from building daily.

2.06 PROTOCOL LEVEL 2 (FLOOR / CEILING INSTALLATION)

A. Level 2 Activities:

1. This establishes the time at which major building construction activities within the clean zone should be completed and access limited.
2. Cleanroom space shall be subject to daily cleaning.
3. All material entering clean zone must be wiped down at established temporary material entry pass-through.
4. Installation of secondary ceiling suspension (turnbuckle & threaded rod).
5. All tools entering the clean zone shall be thoroughly cleaned with solution approved by the protocol manager.
6. Contractors working within the cleanroom envelope shall wear booties and hairnets.
7. Install Cleanroom piping systems.
8. Install Cleanroom specialty gas systems.
9. Install flooring and protective covering.
10. Install Cleanroom ceiling grid.
11. Install recirculating fan filter units.

B. Cleanliness Level (Level 2):

1. No smoking or chewing tobacco is allowed in clean zone or its perimeter.
2. No eating or drinking at the clean zone levels.
3. Immediate clean-up of debris created by construction activities.
4. No grinding, cutting, welding or drilling is allowed within clean zone.
5. No powder or air actuated tools allowed.
6. No gasoline or diesel powered equipment allowed.
7. Ladder, scaffold and/or gang box feet/wheels must have protective covers.
8. All tools (including ladders, scaffolding, and gang boxes) entering the clean zone must be thoroughly cleaned of all dirt, grease and oil. If this is not possible then new tools must be utilized.
9. All materials entering the clean zone shall be unwrapped/uncrated in an established material entry pass-through, and all surfaces thoroughly cleaned of all dirt, grease, oil, lint or other contaminants by means of non-shedding, lint-free wipes and approved cleaning solution. If vacuuming is required, vacuum must be HEPA filtered.
10. Work shoes must be cleaned before entering clean zone (and donning of shoe covers) by use of shoe cleaners and/or tacky mats.
11. All personnel entering the clean zone must wear clean work boots, shoe covers/booties, latex gloves, clean work clothes, and hairnets. Shoe covers that are torn or soiled must be replaced.
12. Intermediate clean prior to moving to Level 3 Protocol.

2.07 PROTOCOL LEVEL 3 (CLEANROOM WALL INSTALLATION)

A. Level 3 Activities:

1. Continuous daily clean-up procedures are accelerated.
2. Cleanroom wall system is installed and tied into the ceiling.
3. Cleanroom ceiling system and all overhead work complete.
4. Install all wall mounted devices i.e.. Control sensors, fire alarm sensors, strobes, horns, pull stations, exit and emergency lighting.
5. Install all wall mounted Cleanroom equipment.
6. Remove airtight seal from all air handling units & blowers and perform final blow down.
7. Final hook-up of the fire sprinkler system in the ceiling grid system.
8. Final installation and hook-up of light fixtures in ceiling grid system.
9. All overhead electrical, fire alarm, telecommunications, and controls work shall be completed.

B. Cleanliness Level (Level 3):

1. No tobacco use allowed.
2. No food of any kind is allowed.
3. No powder or air actuated tools are allowed.
4. No gasoline or diesel powered equipment allowed.
5. No grinding, cutting, drilling or dust generating activities allowed in the clean zone.
6. When it becomes necessary to change any work already installed by cutting or drilling, the material must be removed to the staging area. If this is not possible or
timely, then temporary barriers must be installed to isolate the work from surrounding cleanroom materials and continuous vacuum removal must be incorporated.
7. All personnel must wear clean work clothes at the start of each shift.
8. All personnel must wear shoe cover/booties, gloves, hairnets, beard covers and lab coats.
9. Any torn or soiled cleanroom garments must be replaced.
10. Continuous cleaning, vacuuming and trash removal is required.
11. All materials entering the clean zone shall be unwrapped/uncrated in a designated material entry pass-through and all surfaces thoroughly cleaned of all dirt, grease, oil, lint or other contaminants by means of non-shedding, lint-free wipes and approved cleaning solution. If vacuuming is required, vacuum must be HEPA filtered.

2.08 PROTOCOL LEVEL 4 (START UP TEST)

A. Level 4 Activities:

1. Install Hepa filters and blank pans.
2. Install cleanroom ceiling screens.
3. Cleanroom certification and testing.
4. Perform final wipedown of cleanroom walls.
5. Installation of base contract process equipment.

B. Cleanliness level (Level 4):

1. All level 3 requirements in effect with the following additions:
   a. Access to clean zones shall be limited only to personnel needing access to perform Work and who have gone through a cleanroom construction indoctrination program (security badges issued).
   b. Cleanroom badges are to be worn on the outside of the cleanroom gowns and be visible.
   c. Signage installed at all clean zone access points which include a checklist for required cleaning to be performed prior to access.
   d. Gowning to include cleanroom coveralls with hood and face masks, boot covers, hairnet, beard covers and gloves.
   e. Material entry pass-through areas and gowning rooms to be strictly controlled by cleanroom monitor.

PART 3 – EXECUTION

3.01 JOB CONDITIONS

A. The General Contractor shall provide the shell space and an adjacent staging area in vacuum clean and wiped down condition and shall assist in maintaining the conditions necessary for the performance of the work in this area.

B. Check project for conditions that affect work. Do not begin activities and services until unsatisfactory conditions are corrected. Defects caused by unsatisfactory conditions or untimely installation shall be corrected at no cost to Owner.

C. The Cleanroom Protocol Contractor shall monitor and coordinate all work performed within the cleanroom area as required to safeguard the cleanliness of the cleanroom area.

END OF SECTION - 132130
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>JRA Architects has retained an electronic version of these drawings. The client agrees not to reuse these drawings for any other project by anyone other than the architect. The client agrees not to transfer these electronic files to others without the prior written consent of the architect. Further agrees to waive all claims against the architect resulting in any reuse or transfer of the electronic files for any other project by anyone other than the architect.</td>
<td>07.15.19</td>
<td></td>
</tr>
</tbody>
</table>

**SCHEDULES**

- **A**

**NOT FOR CONSTRUCTION**
FIRE PROTECTION GENERAL NOTES

F1 DEMOLISH SPRINKLER HEADS AND BRANCH PIPING AS WELL

G CONTRACTOR SHALL COORDINATE ALL OUTAGES WITH UK CPMD

H NO PIPING IS TO BE ROUTED OVER MEDICAL EQUIPMENT EXCEPT AS NOTED.

D EXTENDED RANGE SPRINKLER HEADS SHALL NOT BE PERMITTED. FIRE

C REFER TO ARCHITECTURAL DETAILS, SHEET G102 FOR ADDITIONAL DETAILS

B REFER TO ARCHITECTURAL CEILING PLANS AND ARCHITECTURAL CEILING

A COORDINATE ALL SPRINKLER BRANCH PIPING/SPRINKLER HEADS WITH

E CONTRACTOR REFER TO THE ARCHITECTURAL DRAWINGS FOR AREAS IN

F IF CEILING TILES ARE TO BE REMOVED DURING THE COURSE OF THE WORK,

I NO VALVES ARE TO LOCATED ABOVE GYP GEILINGS. REFER TO

ARCHITECTURAL FINISH CLEARANCES.

AREAS OF THE HOSPITAL SHALL MAINTAIN FIRE PROTECTION

ELECTRICAL EQUIPMENT MAINTENANCE/SERVICE AND

PURPOSES ONLY. SPRINKLER CONTRACTOR SHALL INSTALL

THAT SPRINKLER MAINS ARE SHOWN FOR COORDINATION

BUILDING CODES, AND THE PROJECT SPECIFICATIONS. NOTE

INSTALLED IN STRICT ACCORDANCE WITH NFPA-13, KENTUCKY

PIPE FIRE SUPPRESSION SYSTEM. SYSTEM SHALL BE

FIRE PROTECTION PLANS FOR REQUIRED NEW WORK.

SURROUNDING AREAS DURING CONSTRUCTION. REFER TO

ACCORDANCE WITH THIS REQUIREMENT.

ACCOMPLISH THE WORK. TEMPORARILY SUPPORT LIGHTS.

AREA IN WHICH THE CEILING IS NOT BEING REPLACED, THE CONTRACTOR IS

REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS IN ADVANCE.

PROTECTION CONTRACTOR TO DETERMINE SPRINKLER PLACEMENT IN

HEADS INSTALLED IN NEW CEILINGS.

PIPING DEMOLISHED BACK TO THE MAIN AND CAPPED WITH NEW SPRINKLER

CEILING WOULD HAVE THE ASSOCIATED SPRINKLER HEADS AND BRANCH

DEMOLITION PLANS. IT IS THE INTENT OF THIS PROJECT THAT ANY DEMOLISHED

ELECTRICAL AND MECHANICAL DRAWINGS.

REQUIRED ELECTRICAL AND MECHANICAL EQUIPMENT AND REFER TO

INTENT OF THESE DOCUMENTS THAT THE SURROUNDING

REGARDING THE REQUIRED PLACEMENT OF SPRINKLER HEADS IN CEILING

HEADS INSTALLED IN NEW CEILINGS.

PIPING DEMOLISHED BACK TO THE MAIN AND CAPPED WITH NEW SPRINKLER

CEILING WOULD HAVE THE ASSOCIATED SPRINKLER HEADS AND BRANCH

DEMOLITION PLANS. IT IS THE INTENT OF THIS PROJECT THAT ANY DEMOLISHED

ELECTRICAL AND MECHANICAL DRAWINGS.

REQUIRED ELECTRICAL AND MECHANICAL EQUIPMENT AND REFER TO

INTENT OF THESE DOCUMENTS THAT THE SURROUNDING
PLUMBING GENERAL NOTES

1. DEMOLISH EXISTING SINGLE COMPARTMENT SINK AND ALL ASSOCIATED PIPING IN ITS ENTIRETY. DEMOLISH ASSOCIATED VENTS AND CW AND HW PIPING BACK TO POINT INDICATED.

2. EXISTING VENT DOWN TO FLOOR BELOW. RE-ROUTE AS INDICATED IN NEW WORK REQUIREMENTS.

3. REMOVE AND CAP MAIN WATER TIGHT. REFER TO ARCHITECTURAL DRAWINGS FOR PATCH AND REPAIR.

4. REMOVAL OF EXISTING CEILINGS REQUIRED TO ACCOMPLISH THE WORK. REFER TO ARCHITECTURAL DRAWINGS FOR PATCH AND REPAIR.

5. IF CEILING TILES ARE TO BE REMOVED DURING THE COURSE OF THE WORK, CONTRACTOR SHALL REFER TO THE ARCHITECTURAL DRAWINGS FOR AREAS IN WHICH THE CEILING IS NOT BEING REPLACED, THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE EXISTING CEILINGS REQUIRED TO ACCOMPLISH THE WORK, THE CONTRACTOR SHALL SAW CUT AND PATCH REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS IN ADVANCE.

6. WHERE WORK IS REQUIRED IN AN AREA IN WHICH THE CEILING IS BEING REPLACED. WHERE WORK IS REQUIRED IN AN AREA IN WHICH THE CEILING IS BEING REPLACED. WHERE WORK IS REQUIRED IN AN AREA IN WHICH THE CEILING IS BEING REPLACED.

7. FIELD VERIFY EXACT REQUIREMENTS. DIFFUSERS/GRILLES, CEILING, ETC. REPLACE ANY DAMAGED CEILING TILES AGAINST THE ARCHITECT RESULTING IN ANY WAY FROM ANY UNAUTHORIZED CHANGES.

8. ARCHITECT/ENGINEER SHALL REFER TO THE DRAWING FOR ALL REVISIONS. IF DUPLICATE DRAWINGS ARE NOT MADE, THE CONTRACTOR AGREES TO REUSE THESE DRAWINGS FOR ANY OTHER PROJECT BY ANYONE WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.

9. DRAWINGS ARE NOT TRANSFERRED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT. THE CLIENT AGREES NOT TO AGAINST THE ARCHITECT RESULTING IN ANY WAY FROM ANY UNAUTHORIZED CHANGES.
3" E(HWS) 2" E(HPC) 3" E(PC) 5" E(HPS) 10" E(LPS) 8" E(CHWR) 8" E(CHWS) 6" E(LPS) 6" E(CHWR) 6" E(CHWS) 4" E(LPS) 5" E(HPS) 3" E(PC) 2" E(HPC) 3" E(HWS) 6" E(HWS) 6" E(HWR) 2" HWS 2" HWR 2 1/2" CHWR 2 1/2" CHWS 2 1/2" LPS 2 1/2" LPC

KEY PLAN

COPYRIGHT 2019 - JRA, INC.

JRA ARCHITECTS HAS RETAINED AN ELECTRONIC VERSION OF THESE DRAWINGS. THE CLIENT AGREES NOT TO REUSE THESE DRAWINGS - IN ELECTRONIC OR ANY OTHER FORMAT - IN WHOLE, OR IN PART, FOR ANY PURPOSE OTHER THAN FOR THE PROJECT. THE CLIENT AGREES NOT TO TRANSFER THESE ELECTRONIC FILES TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT. THE CLIENT FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE ARCHITECT RESULTING IN ANY WAY FROM ANY UNAUTHORIZED CHANGES TO OR REUSE OF THE ELECTRONIC FILES FOR ANY OTHER PROJECT BY ANYONE OTHER THAN THE ARCHITECT.

PROJECT DATE

3225 Summit Square Place, Suite 200
Lexington, Kentucky 40509
859.252.6781

MECHANICAL
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M-H-183A

HYDRONIC PIPING PLAN - G FLOOR - PHARMACY

BID PACK 2 - PHARMACY CLEAN ROOM

IMPROVE CLINICAL LABORATORY SERVICES - CANCER SERVICES

UNIVERSITY OF KENTUCKY CAPITAL PROJECT MANAGEMENT DIVISION
LEXINGTON, KY

1/8" = 1'-0"
PHARMACY - LIGHTING PLAN - PAV H SECOND FLOOR

GENERAL NOTES (LIGHTING):

1. SHARED EQUIPMENT: REFER TO THE ARCHITECT’S REFLECTED CEILING PLANS, ELEVATIONS, LOCATE CHAIN.

2. RECESSED LUMINAIRES SHALL BE SECURED SUCH THAT THE FORCE

3. LOCATE EXIT SIGNS FOR MAXIMUM VIEWING AREA TO IDENTIFY EGRESS

4. IF ADDITIONAL CONDUCTORS ARE RAN IN THE SAME

5. WHERE EXIT SIGNS OR EMERGENCY BATTERY PACKS ARE PROVIDED,

6. LUMINAIRES INDICATED WITH MULTI

7. ALL LIGHTING FIXTURE LENSES, PARABOLIC LOUVERS, DOWNLIGHTING

8. IN ELECTRONIC

9. C:\Users\mwade\Documents\Revit Files\R18.XKCC18 Central File-Test2_Matthew.C.Wade.rvt

10. EACH BRANCH CIRCUIT SHALL BE

11. IN WHOLE, OR IN

12. CONTRACTOR SHALL PROVIDE UNSWITCHED CONDUCTOR TO ALL EXIT

13. CONTRACTOR SHALL FOLLOW BRANCH CIRCUITING LAY

14. IDENTIFY THE PANEL AND CIRCUIT NUMBER FOR ALL RECEPTACLES,

15. JRA, INC. / CLEAN SUPPLY

16. 450

17. 7/1/2019 5:08:41 PM

18. 1 LIGHTING PLAN - PAV H SECOND FLOOR - PHARMACY

19. 1/4" = 1'-0"
SUBCONTRACT AGREEMENT

Wehr Constructors Inc - Louisville
2517 Plantside Dr - Louisville, KY 40299
PHONE: 502-491-9250 FAX: 502-491-3540

DATE
October 13, 2008
JOB NUMBER
080 -001

TO:
JOB SUPERINTENDENT SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO SHIPPING MATERIALS TO JOBSITE

Attn:
SHIP TO:

Subcontractor (I) agrees that Subcontractor shall be bound by (a) this Subcontract Agreement, (b) the Subcontract Agreement Supplement (form SAS 1.7 version 8/08) which contains, among other provisions, a provision incorporating within this Subcontract Agreement the Bid Package and all of its contents, the contract between Wehr and the Owner, as well as all other Contract Documents identified within Section 3 of the Subcontract Agreement Supplement, (c) the Wehr Drug and Alcohol Policy (W03-002), (d) the Wehr Workplace Violence Policy (W03-008), (e) the Wehr Unlawful Harassment Policy (W03-004), and (f) the Wehr Employee Conduct Guidelines, all of which Wehr policies identified in (b), (c), (d), (e), and (f) are located at http://www.wehrconstructors.com on the date the Subcontractor signs the subcontract, (ii) agrees that the above identified Wehr policies, Subcontract Agreement Supplement, Bid Package contents, the contract between Wehr and the Owner, and other Contract Documents described within Section 3 of the Subcontract Agreement Supplement are incorporated within this Subcontract by reference; and (iii) acknowledges that it has read and agrees to such terms and conditions.

<table>
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<th>Item</th>
<th>Contract Item</th>
<th>Description</th>
<th>Price</th>
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</table>

Total Subcontract Amount $

JOB - FURRISH ALL LABOR, MATERIAL, TOOLS AND EQUIPMENT NECESSARY TO PERFORM AND INSTALL

To include: Clean-up of related debris, delivery to jobsite, permits and licenses
- Compliance of Interim Life Safety Measures
- Maintenance of Confidentiality of Information Agreement for all employees, vendors, and subcontractors.
- Work Stoppage Agreement as signed by your company.

THE SIGNED COPY OF SUBCONTRACT AGREEMENT AND CERTIFICATE OF INSURANCE MUST BE RECEIVED BY WEHR BEFORE INVOICES ARE ENTERED FOR PAYMENT.

PAY REQUESTS ARE DUE IN WEHR'S OFFICE NO LATER THAN THE 20TH OF EACH MONTH WITH PAYMENT TO FOLLOW THE 30TH OF THE NEXT MONTH ORCE PAYMENT IS RECEIVED FROM OWNER.

WEHR CONSTRUCTORS, INC. IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

SUBMITTAL INSTRUCTIONS

BILLING AND SHIPPING
1. RENDER INVOICES IN DUPLICATE, EXCEPT FOR ADDITIONS TO AND DELETIONS FROM THE ORIGINAL SUBCONTRACT AGREEMENT, WHICH MUST BE BILLED IN TRIPlicate ON SEPARATE INVOICES
2. INCLUDE SUBCONTRACT AGREEMENT NUMBER AND JOB NUMBER ON ALL INVOICES OR PAYMENT WILL BE DENIED
3. TRANSPORTATION CHARGES MUST BE PREPAID. IN CASES WHERE YOU WISH YOUR SUPPLIERS TO SHIP YOUR MATERIALS TO PROJECT SITE, INSTRUCT THEM TO MAKE CONSIGNMENT IN YOUR NAME IN CARE OF WEHR CONSTRUCTORS, INC.

PAYMENT
1. AS PER SPECIFICATIONS
2. 90% OF COMPLETED WORK MONTHLY, FINAL 10% WITH OWNER'S ACCEPTANCE
3. OTHER

30TH AND RETURN THIS COPY TO WEHR CONSTRUCTORS, INC., 2517 PLANTSIDE DR., LOUISVILLE, KY 40299 AS YOUR FORMAL ACCEPTANCE OF THIS SUBCONTRACT AGREEMENT AND ACKNOWLEDGEMENT OF ALL TERMS AND CONDITIONS INCLUDING SUBCONTRACT AGREEMENT SUPPLEMENT (W03 FORM SAS 1.7)

Wehr Constructors Inc - Louisville

By __________________________Date __________________________
TITLE __________________________
WORK TO COMMENCE __________________________ IMPORTANT PLEASE COMPLETE THIS SECTION
WEHR CONSTRUCTORS, INC.
SUBCONTRACT AGREEMENT SUPPLEMENT

The material and/or performance of service covered by the attached Subcontract Agreement between Wehr Constructors, Inc. ("Wehr") and the Subcontractor as designated therein, ("the Subcontractor") shall also be subject to the following provisions of this Subcontract Agreement Supplement, including all other documents made a part hereof by reference ("Supplement"):  

1. This Supplement shall be deemed binding upon acceptance by the Subcontractor of the Subcontract Agreement, or by shipment of the material in whole or in part, or by the performance or commencement of performance of work or services specified in the Subcontract Agreement, subject to all of the terms and conditions provided in the Subcontract Agreement, this Supplement, and the Subcontract – including the Contract Documents (as defined herein below).

2. (a) No modifications of, additions to, or deletions of the terms or conditions of this Supplement or the Subcontract Agreement, whether included separately by the Subcontractor or upon the copy provided for the Subcontractor’s acceptance, or otherwise proposed by Wehr, shall become a part of the Subcontract between the Subcontractor and Wehr unless accepted in writing by the party to be bound thereby. It is further agreed that no terms contained in the Subcontractor’s quotation, offer, proposal or acknowledgment shall be a part of the Subcontract unless specifically accepted by Wehr in writing.

   (b) This Supplement, and the documents incorporated herein by reference, contain all the terms and conditions agreed to by the parties hereto, and no other terms, conditions, or representations, oral or otherwise, respecting the subject matter of this Supplement, the Subcontract Agreement and the Subcontract shall be construed as forming any part of the Subcontract except as set forth above in Paragraph 2(a).

3. (a) “The Subcontract”, as used herein, consists of the Subcontract Agreement, this Supplement, the Bid Package and all of its contents, the Prime Contract, including the contract between Owner and Wehr and all Contract Documents enumerated therein, the conditions of the contract between Wehr and Owner (general, supplementary and other conditions), the drawings, specifications, schedules, all addends issued prior to execution of this Supplement, all documents incorporated, enumerated or incorporated by reference into the above, and modifications and changes issued after the date of this Supplement incorporated and adopted pursuant to the terms of this Supplement. Each and every document enumerated in this Paragraph is incorporated into this Supplement and made a part hereof as if restated in full.

   (b) “The Owner”, as used herein, means the person or legal entity, whether public or private, with whom Wehr has contracted for the construction of the project to which the Subcontract applies. When used herein, Owner is also to be construed as the properly designated agent or representative of the Owner through whom the Owner does, or may give directions, may bind the Owner in contract, or is otherwise authorized by the Owner to speak on its behalf.

   (c) The terms “Architect” and “Engineer”, as used herein, are to be given the ordinary meaning applied to those terms and the professions they represent.

   (d) The term “Subcontract Amount” means the price of the bid, as accepted by Wehr, which is intended by the parties to be the amount of compensation payable from the Owner, through Wehr, to the Subcontractor, subject to subsequent change orders, cancellations, and other amendments which from time-to-time may occur.
(e) The term “Prime Contract” means the contract between Wehr and the Owner for the prosecution of the project and includes any and all documents incorporated therein by reference (the “Contract Documents”).

4. The Subcontractor represents that it has investigated, examined, inspected and thoroughly familiarized itself with the Subcontract and all such documents as enumerated in Paragraph 3 (“the Subcontract Documents”), the site and adjoining premises in connection with which the work covered by the Subcontract is to be performed, that it has thoroughly informed itself as to any difficulties in connection therewith, and that Wehr has made no representation of any kind or nature with reference thereto not contained in the Subcontract. Any site-related information provided Wehr, without warranty as to its accuracy, shall be for informational purposes only, and Subcontractor shall independently verify the accuracy of any such information before relying upon it. Commencement of this or any portion of the work thereof by the Subcontractor shall be conclusive evidence that the jobsite or that part thereof where such work is being installed is in proper condition for the reception and installation of the work.

5. The Subcontract Amount includes all applicable federal, state, local, sales and transportation taxes of every description unless otherwise arranged and mutually agreed in writing, and is a firm price subject to no adjustment or escalation except mutually agreed change orders. The Subcontractor agrees to make all payments of applicable taxes as required by the taxing authorities and agrees to fully indemnify, hold harmless and defend Wehr and the Owner from any claim relating to the Subcontractor’s obligations for payment of taxes herein.

6. If the Subcontract involves performance of work at the jobsite, the Subcontractor will comply with all applicable Workers Compensation laws, will maintain such insurance as will protect the Subcontractor from claims under such laws, and will carry Contractor’s Public Liability and Property Damage insurance along with all other insurance as required by the Subcontract. At a minimum, and without regard to the insurance requirements set forth in the Prime Contract (unless such insurance requirements in the Prime Contract exceed the minimum requirements provided herein, in which event all insurance requirements in the Prime Contract shall be fully satisfied), Subcontractor shall purchase and maintain insurance with the following coverages and minimum limits of liability:

- Commercial General Liability policy (CGL) with limits of Insurance not less than $1,000,000 each occurrence and $2,000,000 aggregate.
  - If the CGL coverage contains a General Aggregate Limit, such General Aggregate Limit should apply separately to each project.
  - CGL coverage should be written on Insurance Services Office (ISO) occurrence form CG 00 01 (with an edition date no earlier than 10/01) or an equivalent, providing coverage for liability arising from premises, operations, blanket contractual of a type that provides coverage for the indemnification clause in this subcontract, independent contractors, products-completed operations, and personal injury and advertising injury.
  - The Contractor, Owner and all other parties required of the Contractor, should be named as additional insureds on the subcontractors CGL policy using ISO Additional Insured Endorsements CG 2037 (10/01) and either CG 2010 (10/01) or CG 20 38 (04/13), or an endorsement providing equivalent coverage to the additional insureds. The coverage for the additional insureds should provide primary, non-contributory coverage AND include completed operations coverage.
  - CGL coverage for shall be maintained by Subcontractor and all additional insureds for the duration of the project. Subcontractor shall maintain completed operations coverage for itself and each additional insured for the length of the
states statute of repose of the state where the project is located or if such state
does not have a statute of repose, a minimum of 5 years after the completion of
the work.

- Business Automobile Liability coverage with limits *not less than* $1,000,000 each accident. Coverage should include liability arising out of all owned, leased, hired and non-owned automobiles.
- Commercial Umbrella coverage with limits *not less than* $2,000,000. Coverage should include all entities that are additional insureds on the CGL.
- Workers' Compensation and Employers' Liability coverage with limits *not less than* $500,000 each accident, $500,000 for bodily injury by accident, and $500,000 each employee for injury by disease. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement or the Maritime Coverage Endorsement should be attached to the policy.
- To the fullest extent permitted by law, Subcontractor shall obtain a waiver of subrogation on the CGL, Business Automobile, Workers' Compensation and Umbrella Liability policies.
- Subcontractor shall provide to Wehr a Certificate of Insurance demonstrating that Subcontractor has purchased and is maintaining the required coverage and minimum limits.
- Subcontractor shall provide to Wehr a copy of the additional insured endorsement verifying the type of additional insured coverage which is required.
- The coverages on the CGL and Umbrella policies issued to Subcontractors shall not exclude residential work.
- Subcontractors shall use insurance companies with an A.M. Best Financial Strength Rating no less than "A-".

Prior to starting work, the Subcontractor shall furnish satisfactory evidence to Wehr and the Owner and to other parties upon request, that the Subcontractor has insurance as required by the above provisions and the Contract Documents. All such insurance, including general liability and umbrella/excess liability except Workers’ Compensation/Employer’s Liability, shall be name Wehr and the Owners as additional insured shall provide primary coverage (including Completed Operations) for all claims and losses against Wehr and the Owner, including but not limited to those claims that arise out of injuries to the employees of the Contractor, employees of the Contractor, employees of the Contractor’s subcontractors or injuries of third parties, from your work under this agreement, or as a result of the Subcontractor’s performance. To the extent that the contract between the Owner and Wehr requires the Architect and/or Engineer to be names as additional insureds, then they too shall be included as additional insureds on the insurance certificate provided to Wehr from the Subcontractor. Such certificates shall provide for fifteen (15) days prior written notice to Wehr before cancellation of the policy. Wehr may pay any required premiums to maintain said insurance and such amounts, if paid, shall be back charged to the Subcontractor. Any other insurance in force for said additional insureds under the Subcontractor’s policy(ies) shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by Wehr and the Owner shall be excess coverage.

7. The Subcontractor shall timely prepare and provide shop drawings as directed by the Subcontract and, in any event, will furnish same for approval by the Architect or Engineer. Subcontractor will obtain approval from the Architect, Engineer or Wehr prior to fabrication of any item under the Subcontract. Submittal data shall be prompt and complete to ensure scheduled delivery of equipment and/or materials pursuant to the Subcontract Documents and so as not to delay progress of the work. Delay in approval of any drawings shall not, in and of
itself, relieve the Subcontractor of its duty and responsibility to perform the work in the manner necessary to produce the results required by the Subcontract Documents and within the time requirements of the project schedule.

8. As built documents and data shall be prepared, updated, maintained and recorded by the Subcontractor as applicable to the Subcontractor’s work consistent the requirements of the Subcontract (including the Bid Package and its contents), and shall be submitted concurrent with the Subcontractor’s request for progress payments for review and approval by Wehr. Such review and approval shall be a condition precedent to progress payment under the terms of this Agreement. Approval of any drawings shall not relieve the Subcontractor, or any of the Subcontractor’s subcontractors, of their duty and responsibility to perform the work in the manner necessary to produce the result required by the Subcontract Documents.

9. (a) Upon a material breach of the Subcontract, Wehr, in its sole discretion, may pursue any remedy it has at law or through the Subcontract, including but not limited to:
   1. Notifying the Subcontractor and its surety, if any, in writing that a material breach has occurred and Wehr considers the Subcontract in Default; and/or
   2. Terminating the Subcontract; or
   3. Supplementing the work force of the Subcontractor to perform any portion of the work; or
   4. Deleting any portion of the work from the Subcontract; or
   5. Taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Subcontractor for Wehr’s use in completing the work to be performed under the Subcontract; and
   6. Accepting assignment of any delivery orders or subcontracts; or
   7. Completing and/or correcting the work by means of a substitute subcontractor; or
   8. Any other action deemed appropriate after consideration of all the circumstances.

   (b) The Subcontractor shall be held financially responsible to the extent of any delay in the completion of the Subcontract and for any damages, whether actual, consequential, or liquidated, which result there from (whether owed to another contractor, architect, engineer, supplier, subcontractor, or the Owner), and for any costs incurred by Wehr in the completion of its contractual obligations to the Owner which are caused in whole or in part by the delay of the Subcontractor.

10. At the time of returning the acknowledgment copy of the Subcontract Agreement, the Subcontractor must attach thereto a letter, in duplicate, listing the names and complete addresses of the principal material suppliers as well as any subcontractors the Subcontractor intends to use in connection with the Subcontract. If not subcontracting, please so state in the letter. Wehr reserves the right to reject the Subcontractor’s use of any subcontractors or materialmen considered to be unsatisfactory. Rejection of a subcontractor by Wehr will not result in any change to the Subcontract Amount.

11. No assignment of the Subcontract, or of monies due or to become due hereunder, or of any interest herein, shall be made without prior written consent of Wehr and, if required in the Prime Contract, the Owner, Architect, Engineer or any other such person therein designated.

12. Time is of the essence. Therefore, the Subcontractor agrees to promptly deliver the ordered services and materials at the times and in accordance with the performance and delivery requirements specified in the Subcontract and schedules. Failure on the part of Subcontractor to perform or make submittals and deliveries within the specified time shall be deemed a material breach and shall permit Wehr, at its option, to exercise its remedies pursuant to Paragraph 9.
13. If Wehr determines the progress of the Subcontractor’s work has been stopped, materially delayed, or fallen behind schedule, Wehr may, by written notice, direct the Subcontractor to take such steps Wehr deems necessary to improve the rate of progress. In that event, the Subcontractor will have no less than 48 hours to increase the labor force, increase the number of shifts and overtime operations, increase the days of work, and/or submit for approval a schedule demonstrating the method under which the required rate of progress will be regained. The foregoing is not an exhaustive list of steps which Wehr may direct the Subcontractor to undertake. Should, in Wehr’s judgment, a sufficient rate of progress not be regained, Wehr shall have the option to employ workmen and take such other steps as necessary to prosecute the work in a timely manner. The foregoing is in addition to, and without waiving, any other remedies Wehr may have including those provided in Paragraph 9 herein. All costs incurred by Wehr associated with bringing the Subcontractor’s work back on schedule will be the sole responsibility of the Subcontractor.

14. It is understood that contracts will be awarded and labor employed on the job without discrimination. The Subcontractor agrees that in the event of a work stoppage resulting from a labor dispute directed at the Subcontractor, Wehr has the right to proceed as set forth in Paragraphs 9 and 13 herein, in addition to any other provisions and remedies as set forth in the Subcontract.

15. (a) Should the Subcontractor be delayed, rendered less efficient, lose productivity, or otherwise be adversely impacted in the prosecution of the Subcontractor’s work by the act, neglect or default of Wehr, the Owner, Architect, Engineer, other trade subcontractors, or others, or by any damage caused by fire, lightning, windstorm or other casualty for which the Subcontractor is not responsible, then the Subcontractor shall submit a notice of claim for extension of time within seven days of the Subcontractor’s knowledge of the circumstances leading to the delay or other adverse impact. No time extension shall become operative until approved in writing by Wehr. Any such extension, or permitting the Subcontractor to continue after the time to complete the work has expired, shall not be construed as a waiver of any or all claims for loss or damages for breach of one or more of the provisions of the Subcontract. Should the Subcontractor fail to comply with the above, the Subcontractor waives any and all claims for extensions, and further waives any and all claims for damages, impact costs, loss of productivity, and/or inefficiencies, whether direct or consequential, on account of any such delay or other adverse impact.

(b) Should Wehr refuse to approve a claim for extension, the matter may, at Wehr’s option, be referred to the Architect, Engineer, or Owner for determination. The decision of the Owner, Architect or Engineer shall be final, subject to the limits stated in the Contract Documents and the Subcontract.

(c) Under no circumstances shall Wehr be liable to Subcontractor, either for damages or the granting of an extension of time in which to complete the work, unless the Owner is liable to Wehr for damages or an extension of time to complete the project as a result of the circumstances, attributable in whole or in part to acts or omissions of the Owner, causing the delay in the Subcontractor’s work. Any equitable adjustment and/or damages the Subcontractor may be entitled to receive on account of a properly and timely made delay claim shall be limited to its fully documented and demonstrated additional direct costs of performance caused by such delay and shall not include claims for lost profits, attorneys fees, overhead, indirect costs, rental charges attributable to equipment owned by Subcontractor or any affiliate of Subcontractor, and/or consequential damages.

16. All material, work or services under the Subcontract are subject to inspection and acceptance. Materials rejected on account of inferior quality or workmanship will be returned to the Subcontractor. Any expense incurred by Wehr for transportation, labor for repacking, reloading, trucking, and/or otherwise are the sole responsibility of the Subcontractor. Rejected materials or services are not to be replaced except upon receipt of instructions from
Wehr. Acceptance of defective materials or services shall not constitute a waiver, and shall not preclude Wehr from thereafter rejecting other defective materials delivered, or work performed, under the Subcontract.

17. If Wehr elects to make payment in advance of the receipt of work or materials, it is agreed by the Subcontractor that such prepayment shall not constitute a waiver of any rights or claims which Wehr may have arising out of or connected to the inspection and acceptance of the merchandise or work after receipt of the Subcontractor’s performance under this Agreement.

18. (a) Warranties, guarantees and/or maintenance services as specified and applicable to the work required under the Subcontract shall be the sole obligation and responsibility of the Subcontractor. If no guarantee is specifically provided for in the specifications, and if the Subcontractor does not provide a separate written warranty, the Subcontractor hereby agrees to guarantee the Subcontractor’s work, including all labor and materials, to be free of any faulty materials or workmanship for a period of one year from substantial completion, (as defined in the Contract Documents), which is in addition to and not in lieu of any other obligations or warranties the Subcontractor may have, or rights or remedies Wehr may have. The Subcontractor, at its own cost and expense, also agrees to be responsible for and to correct any and all defective materials or workmanship attributable to Subcontractor’s work, and also damages resulting therefrom. Emergency repairs or protection by the owner or Wehr shall not invalidate the warranty.

(b) If the Subcontractor provides its own warranty, except as herein enumerated, the terms of that warranty prevail. Notwithstanding the foregoing, any provisions in the Subcontractor’s standard warranty making coverage less than one year, or regarding venue, choice of law, personal jurisdiction, limitations on liability, (other than the length of time the warranty is to exist) or arbitration are hereby rejected and superseded by the Subcontract.

19. The Subcontractor agrees to begin work as called for in the Subcontract documents, or immediately upon verbal or written notice by Wehr, and agrees to supply adequate equipment, materials and properly skilled workmen to properly prosecute the work in accordance with the construction progress schedules, and any modifications thereto, to achieve the project completion date established by Wehr. The Subcontractor agrees to coordinate its work with other subcontractors and trades, with due acknowledgment and consideration herein that other work is dependent on the progress of the Subcontractor’s work for proper completion. The Subcontractor, its subcontractors and suppliers, along with the employees, agents and representatives of each, covenant that they will at all times work in harmony with those employed by Wehr and others.

20. Subcontractor warrants that it will at all times comply with the Wehr Code of Conduct (available for review at www.wehrconstructors.com), Wehr adopted policies applicable to its subcontractors concerning workplace safety, drug testing and other matters (available for review at www.wehrconstructors.com), and safety standards as dictated by the Occupational Safety and Health Administration (OSHA), applicable state requirements, or by industry standards and custom, whichever are more stringent. Subcontractor also warrants that it will indemnify and hold harmless Wehr and the Owner for any fines, violations, injuries (whether to person or property) or any other loss or damage caused by Subcontractor, or its subcontractors or materialmen, failure to comply with such safety standards.

21. The Subcontractor is responsible for all debris, trash and waste materials created by the Subcontractor and shall clean up any debris, trash and/or waste materials on a daily basis and remove it to a location, on or off site, designated by, or acceptable to, Wehr. If the Subcontractor fails to clean up and properly dispose of all debris, trash and waste materials within eight hours after notice by Wehr to do so, Wehr shall have the right to perform said
clean up and charge the Subcontractor all expenses incident thereto, including labor, transportation, dumping costs and other expenses incurred.

22. Subcontractor warrants for itself, its subcontractors and materialmen that all work will be at or above industry standards such that the final product will be completed in a first class and workmanlike manner. Subcontractor further warrants that all materials and other supplies will be in accordance with the specifications in the plans and that all materials and procedures for installation will fully comply with all safety, fire, health, and other standards whether imposed by governmental authority or industry standards, whichever is higher.

23. Payments on subcontracts will be made subject to all provisions as stated herein, and to the extent not inconsistent with the Subcontract payments shall be made subject to the same terms as specified in the Prime Contract and all contract documents incorporated therein under which the work is performed. Payment of any progress payment, final payment, or any approved portion of the Subcontractor’s monthly estimate shall be conditioned on receipt by Wehr of payment from the owner. Subcontractor agrees that payment to Wehr by the Owner is a condition precedent to the Subcontractor’s right to payment and that as a result thereof, the risk of non payment by the Owner is shared equally by Wehr and the Subcontractor. No progress payment under the Subcontract shall be conclusive evidence of the satisfactory performance of the Subcontract either in whole or in part, and no payment shall be construed to be acceptance of defective work or improper materials.

24. Payment to the Subcontractor is subject to Wehr withholding an amount reasonably necessary, at its discretion, to fully protect and insure itself against any actual or potential liability or damage directly or indirectly relating to the Subcontract, or the Subcontractor’s breach or threatened breach of the Subcontract. In addition, and subject to any controlling statutory guidelines, Wehr may withhold payment from the Subcontractor, in whole or in part, for the reasons and circumstances by which the Owner may withhold payment from Wehr under the Contract Documents, regardless of whether or not the Owner has actually withheld payment to Wehr. The Subcontractor agrees that Wehr reserves the right at its sole discretion to issue joint checks, direct payment to third parties, or payment directly to the Subcontractor’s subcontractors or suppliers on account of and in lieu of payment directly to the Subcontractor for sums due under the Subcontract.

25. The Subcontractor agrees to pay for all materials and labor used for, or in connection with, the performance of the Subcontract through the periods covered by previous payment from Wehr. Subcontractor further agrees to furnish Wehr periodically, on request by Wehr, all affidavits, partial lien releases or other satisfactory evidence of compliance with the above. When applicable, Subcontractor is to provide Wehr with information regarding any amounts owed for labor or materials which are or might become liens against the work or property. The Subcontractor further agrees to provide sworn statements of all parties who furnish labor or materials to the Subcontractor, and the Subcontractor will require the Subcontractor’s subcontractors to similarly furnish said affidavits granting partial lien releases or statements on request. Receipt of payment constitutes a partial release of lien for work performed to date.

26. The Subcontractor agrees to furnish Wehr with written releases and waivers of liens and claims from all persons, firms and corporations that may have furnished the Subcontractor any services, equipment, material, or may have in any way had dealings and agreements in connection with the Subcontractor’s work under the Subcontract. Subcontractor further agrees to provide said releases and waivers in a form acceptable to Wehr and with every application for payment, but not less frequently than monthly.

27. (a) The Subcontractor agrees to turn the work over to Wehr in good condition for the final approval of the Architect or Engineer and in compliance with all applicable Contract
Documents. All work is to be free and clear of all claims, encumbrances, or other liens, and Subcontractor shall indemnify and save harmless Wehr and the Owner from all claims, encumbrances or liens growing out of the performance of the Subcontract. The Subcontractor will, at the Subcontractor’s cost and expense, including attorney fees, defend all suits to establish such claims using counsel satisfactory to Wehr and will pay any judgment, claim or lien so established.

(b) If at any time there shall be evidence of a lien or claim for which, if established, Wehr or the Owner might become liable, and which is chargeable to the Subcontractor, Wehr shall have the right to retain out of any payment due, or to become due under the Subcontract or any other agreement between Wehr and the Subcontractor, an amount sufficient to indemnify Wehr and the Owner against such lien or claim, and charge or deduct all costs of defense with respect thereto, including reasonable attorney fees. Should any claim or lien develop after all payments are made, the Subcontractor shall refund to Wehr all monies that Wehr may be compelled to pay in discharging such claims or liens, or incurred in collecting said monies from the Subcontractor.

28. Final payment to the Subcontractor is contingent on Wehr’s receipt of final payment by the Owner. Subcontractor agrees that final payment by the Owner is a condition precedent to the Subcontractor’s right of final payment. Final payment is further subject to issuance of a certificate from the Architect or Engineer that the work has been done in a satisfactory manner and that the project has attained substantial completion. Final payment is further subject to Wehr’s receipt from the Subcontractor of all written guarantees, warranties and bonds relating to the work, final waivers of liens or possible liens, and complete releases from the Subcontractor and any subcontractors of the Subcontractor, as well as any material supplier or other suppliers of labor, materials or other items relating to the work under the Subcontract. Wehr also requires an affidavit from the Subcontractor certifying payment in full for all items relating to the work. The Subcontractor covenants and agrees not to make any claim against Wehr’s surety on any payment bond provided by Wehr if Wehr has not been paid by the Owner for the work provided by the Subcontractor.

29. The Subcontractor agrees to fully indemnify the Owner and Wehr for any loss, damages, cost, expense, including, but not limited to, cost to complete the work, losses relating to liens or claims of laborers or material suppliers of the Subcontractor or other subcontractors, litigation costs, including reasonable attorneys fees, and any other loss or expense resulting from the Subcontractor’s failure to fully, timely, and completely prosecute the work assigned to it through the Subcontract.

30. (a) IT IS THE INTENT OF THIS PROVISION, THAT THE SUBCONTRACTOR BE BOUND TO WEHR AT NO LESS THAN THE SAME LEVEL OF INDEMNIFICATION AS WEHR IS BOUND TO THE OWNER. Therefore, to the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Insurance required by the Subcontract to be purchased by the Subcontractor, the Subcontractor shall provide a defense for, indemnify and hold harmless the Owner, Wehr and agents and employees of each against any claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work. The Subcontractor’s indemnification includes any claim, damage, loss or expense attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist as to a party or person described in this paragraph. To the extent that the contract between the Owner and Wehr requires the indemnification of the Architect, Engineer or their consultants, agents, or employees by Wehr, then those same parties shall be included in the indemnification provided to Wehr from the Subcontractor herein.
(b) In claims against any person or entity indemnified under this paragraph by an employee of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts they may be liable, the indemnification obligation under the paragraph above shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

31. (a) The Subcontractor expressly agrees to perform all the work and/or furnish all materials required by the Subcontract in conformity and compliance with all applicable laws, rules, regulations, codes and permits of state, federal and local governments having jurisdiction.

(b) If substances covered by the Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, (CERCLA), or the Clean Air Act, or any other federal, state, or local laws concerning hazardous and other chemical materials are to be used, handled or relate to the work by the Subcontractor, the Subcontractor’s subcontractors or anyone directly or indirectly employed by them, then the Subcontractor, prior to delivery to the job site, shall give written notice of the material to Wehr and the Subcontractor shall furnish any other safety data sheets required, and shall properly train and advise the Subcontractor’s employees, subcontractors, sub-subcontractors, agents and invitees as to handling of and compliance with all federal, state, and local laws and regulations with regard to such hazardous substances. The Subcontractor shall provide Wehr with copies of all permits, licenses, and insurance policies for the handling of such substances as may be required by any and all relevant jurisdictions. The Subcontractor agrees to indemnify, hold harmless and defend Wehr and the Owner from any and all claims, losses, fines, or any other expense, including but not limited to remedial costs, investigative costs, defense costs and/or attorneys fees, incurred as a result of said materials and/or their use or disposal.

32. The Subcontractor shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the applicable requirements of federal and state law, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, including the requirements as to records, and, if requested, shall insert a certificate to that effect on all invoices submitted in connection with this contract.

33. It is the Subcontractor’s responsibility to ensure that only the work assigned in the Subcontract and specifications are performed and that all quantities of materials are to exact specifications. No extra or additional work will be compensated and no variation in quantities will be permitted without prior written consent in the form of change orders or amendments to the scope or specifications of the Subcontract. Excess shipments of materials without prior approval may be returned by Wehr with costs for any returns being the responsibility of the Subcontractor.

34. Wehr may at times request the Subcontractor make changes in the work as specified. In the event the change falls within the scope of the Subcontractor’s work, Wehr may do so by designated change orders (including “no-cost” change orders) at any time. If, however, in Wehr’s opinion the change would modify or alter the scope of the Subcontractor’s work, Wehr will submit the proposal in writing to the Subcontractor with estimates as to the extent of the proposed change in terms of cost, time, and/or scope. The Subcontractor shall respond within seven days thereafter, or such other reasonable amount of time as Wehr may provide, and state the Subcontractor’s estimates of the change in scope, time and/or cost. Failure of the Subcontractor to timely respond will be deemed an acceptance of the submitted estimates and a conforming change order will be issued.

35. To facilitate change orders, upon returning an executed copy of the Subcontract Agreement, the Subcontractor shall provide a written schedule of values pertaining to the
trade or work to be undertaken in this Subcontract. The schedule of values should contain itemization of costs for labor, material, equipment and any other cost items included in the Subcontractor's work.

36. Either the Owner or Wehr, at its option, may elect to cancel all or any portion of the Subcontract. In the event that occurs, the Subcontractor will be entitled to its reasonable costs in commencing the work and the reasonable value of the work completed (including proportionate profit earned by Subcontractor only on its completed work), less set-offs, if any, due to Owner and/or Wehr under the Subcontract to remedy or complete Subcontractor’s defective and/or incomplete work. The Subcontractor waives and shall not be entitled to make any other claim against the work or to make any other claim or recovery against Wehr or the Owner, including but not limited to, any claim for lost profits, attorneys fees, special, incidental, consequential or other damages of any nature.

37. (a) No work which the Subcontractor deems to be a modification, change or extra work shall proceed without written authority from Wehr. Should Wehr and the Subcontractor be unable to agree as to the value of such work to be added or omitted, Wehr may, at Wehr’s option, order the Subcontractor to proceed by written order as set forth above omitting the value of such work to be added or omitted. Wehr reserves the right, at Wehr’s option, to submit to the Architect, Engineer or Owner the issue to determine the value of the work. The decision of the Owner, Architect or Engineer shall be binding final, subject only to any dispute resolution procedures contained within the contract between Wehr and the Owner which are expressly made applicable to this subcontract.

(b) Should the Subcontractor be required to perform additional work for which the amount of compensation has not been previously agreed upon, the Subcontractor shall, prior to performing such work, submit to Wehr a detailed proposal describing the estimated materials, quantities, labor, and costs involved. During the work, the Subcontractor shall keep accurate, detailed and itemized records of the costs of any such change, reporting said information to Wehr, if requested by Wehr, as often as each day. The Subcontractor shall furnish certified copies of all time sheets, payrolls, invoices, vouchers, receiving and inspection reports and other documentation evidencing and specifically segregating those costs which evidence the Subcontractor’s expenditures which are the direct result of the change. Receipt and acknowledgment of the above by Wehr or the Owner shall not be construed or deemed as acceptance of the accuracy and validity of any portion thereof by Wehr or the Owner.

38. In addition to any requirements of this Supplement, The Subcontractor shall make all claims for extension of time, delays, extras, or damages of any nature for which the Owner may be responsible in the method and amount as provided in the Contract Documents for like claims by Wehr on the Owner and within the time set forth in this Supplement. In any event, the Subcontractor shall make such claims in sufficient time for Wehr to comply with the Contract Documents for making such claim to the Owner. Wehr shall only be liable to the Subcontractor to the extent the Owner is liable to Wehr for each claim or extra.

39. (a) Except as otherwise provided in the Subcontract, any dispute concerning any matters arising under the Subcontract which is not otherwise resolved shall be decided by Wehr. On the Subcontractor’s request, the decision will be reduced to writing and furnished to the Subcontractor. Wehr’s decision shall be final and conclusive unless within 20 days from the date of receipt of such writing, the Subcontractor makes written demand for relief to the Owner, Architect, or Engineer. The decision of the Owner, Architect, or Engineer shall be final, subject only to any dispute resolution procedures contained within the contract between Wehr and the Owner which are expressly made applicable to this subcontract.

(b) Should the Subcontractor desire to pursue legal action regarding an adverse final decision rendered by the Owner, Architect or Engineer, the Subcontractor agrees to bear the
full cost and sole responsibility for prosecuting such an action, including but not limited to sole responsibility for its attorneys fees.

(c) The Subcontractor shall continue its work and maintain the progress schedule during any dispute or legal proceedings unless otherwise agreed in writing by the parties hereto.

40. If any federal, state or local governments having jurisdiction shall direct Wehr to undertake or refrain from undertaking work or certain types of work and, as a result thereof, the merchandise or services ordered herewith shall become unnecessary, it is expressly agreed that Wehr may, without liability, cancel the Subcontract in whole or in part by written notice to the Subcontractor. Payment for any approved deliveries of material or performance of work prior to such termination notice will be made on same basis as settlement of the Prime Contract in connection with which the Subcontract was issued.

41. Should the Subcontractor cease to conduct operations in the normal course of business (including inability to meet the Subcontractor’s obligations as they mature) or if any proceeding under the Bankruptcy or Insolvency Laws is brought by or against the Subcontractor, or a receiver for the Subcontractor is appointed, or application for an assignment for the benefit of creditors is made by the Subcontractor, the Subcontract may be terminated without liability except for deliveries previously made or work previously performed.

42. All sums which the Subcontractor are obligated to pay to Wehr shall accrue interest on the unpaid principal balance at the rate of twelve percent per year compounded daily, or the maximum rate permitted by law.

43. This Supplement is severable. If any part should be declared unlawful or void or otherwise found to offend any provision of law (including any provision of a state or federal statute applicable to the project), then it may be struck from the Supplement by a court of competent jurisdiction and the remainder shall be fully enforceable as if the offending provision was never included. Any provision which is partially invalid or illegal, or which is invalid or illegal only as regards its extent or scope but not to its subject matter, shall be enforced to maximum extent permitted by law.

44. In the event of conflicts between the terms of this Supplement and any other document, then in the event the conflicting language is found in the Prime Contract, the Prime Contract will control. If the conflict is with another document which forms part of the Subcontract or a document which is outside the Subcontract, then the terms of this Supplement will prevail.

45. This Supplement shall be available for review and printing by Subcontractor at www.wehrconstructors.com and shall be binding on the parties and incorporated within the Subcontract, by reference, as if set-forth in full within the Subcontract, except as amended in writing signed by both parties.

46. Any claim, dispute or other matter in question between Wehr Constructors and the Subcontractor relating to the Agreement shall be governed by §4.6 of the Prime Contract as well as the laws of Kentucky, and to the extent permitted by Kentucky law shall be venued in Jefferson County, Kentucky. If §4.6 of the Prime Contract referred to is not applicable, the attached provision concerning arbitration and mediation (Exhibit A) shall govern.

**EXHIBIT A**

§4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall
after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitrations. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5

§4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Arbitration shall take place in the Commonwealth of Kentucky and the Courts of the Commonwealth shall have jurisdiction over the matter. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.6.1 and
4.6.2 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§4.6.4 Limitation or Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect’s employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question or fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction hereof.

§4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
WEHR CONSTRUCTORS, INC. PURCHASE ORDER AGREEMENT

The material and/or performance of service covered by the attached Purchase Order Agreement shall also be subject to the following additional provisions which you (the Seller), in accepting this Agreement, agree to be bound by and comply with in all particulars to us (Wehr Constructors, Inc./the Purchaser):

1. ACCEPTANCE OF TERMS AND CONDITIONS. This order, which includes all documents expressly incorporated by reference (such as any drawings, specifications, models, forms, or other data including all documents identified and incorporated in Paragraph 2 below) and any accompanying amendments, constitutes an offer to purchase by Purchaser that may be accepted by Seller by signing the acceptance copy and returning it to Purchaser promptly. Acceptance of this order is expressly limited to the terms of this order and any acceptance by Seller that proposes additional or different terms shall constitute an acceptance of this order by Seller without such additional or different terms. Any proposal for additional or different terms in Seller’s acceptance shall not, however, operate as a rejection of the offer. This order is not an acceptance by Purchaser of any prior quotation, proposal or offer to sell, but if for any reason this order is deemed to be an acceptance of a prior offer by Seller such acceptance is expressly conditional on Seller’s assent to any additional or different terms contained in this order. In the event of failure to acknowledge and accept this Purchase Order in writing, we may elect to waive without notice written acknowledgement and acceptance, and to regard shipment of the material in whole or in part or the performance or commencement of performance of work or services specified therein as an acceptance of this order, which shall constitute acceptance by Seller of all provisions contained herein.

2. CONTRACT DOCUMENTS.
   (a) The Purchase Order Documents consist of this Agreement, the prime contract, including the contract between owner and Purchaser and all contract documents enumerated therein, including applicable provisions incorporated in subsection (c) below, the conditions of the contract between the Purchaser and owner (general, supplementary and other conditions), the drawings, specifications, all addenda issued prior to execution of this Agreement, all documents incorporated, enumerated or incorporated by reference into the above, and modifications and changes issued after the date of this Agreement incorporated and adopted pursuant to the terms of this Agreement.

   (b) The Seller represents that it has investigated, examined, inspected and thoroughly familiarized itself with the contract documents, the site and adjoining premises in connection with which the work covered by this Agreement is to be performed, and that it has thoroughly informed itself as to any difficulties in connection therewith, and that Wehr has made no representation of any kind or nature with references thereto not contained in this Agreement. Commencement of work or any portion thereof by the Seller shall be conclusive evidence of the above.

   (c) As our subcontractor/seller, you are hereby bound to us by the terms of all contract documents and subcontract documents insofar as applicable to the work of the subcontractor/seller, and assume toward us to the same effect all obligations and responsibilities as we, under the contract documents, assume toward the owner and architect, including the same rights regarding terminating any subcontract that the owner may exercise over us under any provisions of the subcontract. Where a provision of the contract documents is otherwise inconsistent with this Agreement, this Agreement shall govern.

   (d) No modifications of, additions to, or deletions of the terms or conditions of this Purchase Order Agreement, whether included separately by the Seller or upon the copy provided for the Seller’s acceptance, or otherwise proposed by Seller, shall become a part of the Purchase Order Agreement unless accepted in writing by Wehr. It is further agreed that no terms contained in the Seller’s quotation, offer, proposal or acknowledgment shall be a part of the Purchase Order Agreement unless specifically accepted by Wehr in writing.
3. **SHOP DRAWINGS/DOCUMENTS.**
   (a) You shall timely prepare and provide shop drawings as directed by this Purchase Order. You shall furnish such shop drawings for approval by the architect/engineer (and Purchaser if so directed in the Contract Documents). You shall obtain such approval prior to fabrication of any items under this Agreement. Submittal data shall be prompt and complete to ensure scheduled delivery of equipment and/or materials pursuant to the contract documents and so as not to delay progress of the work. Approval of any drawing shall not relieve the Seller of any duty and responsibility to perform the work in the manner necessary to produce the results and as required by the contract documents.

   (b) As-built documents and data shall be prepared, updated, maintained and recorded by you as applicable to your work and shall be submitted monthly, concurrent with your request for progress payments, for review and approval by us consistent with any relevant requirement in the Contract Documents (including the bid package and its contents). Such review and approval shall be a condition precedent to progress payment under the terms of this Agreement. Approval of any drawing shall not relieve you or any of your subcontractors of any duty and responsibility to perform the work in the manner necessary to produce the results required by the contract documents.

4. **INSPECTION.**
   (a) All goods (which term includes without limitation raw materials, components, intermediate assemblies, tools and end products) provided under this order shall be subject to inspection by Purchaser and its customer (which term means any person or entity to whom any of the goods may be sold by or leased from Purchaser, including the owner as set forth in the contract documents). Inspection may be conducted at any reasonable place and time and in any reasonable manner prior to final acceptance of the goods by the Purchaser and its customer. Such a reasonable time includes the period of manufacture.

   (b) If any inspection is made on the premises of Seller or its suppliers, Seller shall provide free of charge all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Inspections on the premises of Seller or its supplier shall not unreasonably delay Seller’s work.

   (c) Final acceptance or rejection of the goods shall be made as promptly as practicable after delivery, installation and operation, except as otherwise provided in this order. Failure to inspect the goods or failure to detect defects by inspection shall neither relieve Seller from responsibility for nonconforming goods nor impose any liability on Purchaser, and any implied warranties of merchantability and of fitness shall survive such failures on Purchaser’s part.

   (d) In addition to any duties or obligations of Seller under this order, Seller shall create and carry out inspection and process control procedures acceptable to Purchaser and its customer covering the goods. Seller shall keep complete records of all inspection work. These inspection records shall be available to Purchaser and its customer during the performance of this order and for longer periods as may be specified in this order. It is Seller’s responsibility to furnish the proper quantity called for in this order. Therefore, no variation in the quantities specified therein will be accepted as compliance with same, except by prior written agreement. We reserve the right to return excess shipments at your expense. If Purchaser elects to make payment in advance of the receipt of materials at destination specified, it is agreed by Seller that such prepayment shall not constitute a waiver of any rights or claims which Purchaser may have arising out of or connected with the inspection and acceptance of the merchandise after receipt of Seller’s performance under this Agreement.

5. **WARRANTIES.**
   (a) Warranties, guarantees and/or maintenance services as specified and applicable to the materials or
work required under this Agreement shall be the sole obligation and responsibility of you. Seller warrants with respect to all goods sold under this order that (i) such goods will be free of any claim by any third party, (ii) it will convey title to Purchaser of such goods, (iii) such goods will be new, of merchantable quality, free from all defects in design, workmanship and materials, (iv) if the Seller has any reason to know any particular purpose for which the Purchaser intends to use such goods, that they will be fit for the particular purpose for which they are purchased, and (v) such goods shall conform with the specifications, samples, drawings, designs, or other requirements (including performance specifications) approved or adopted by Purchaser.

(b) Any attempt by Seller to limit or negate any warranties or remedies of Purchaser in accepting or performing this order shall be void without Purchaser’s written consent.

(c) All warranties shall survive inspection tests, acceptance and use by Purchaser and its customer.

(d) Seller’s warranties shall cover the design and performance specifications of all goods supplied under this order or any suborder including any apparatuses and components furnished by Seller for the benefit of any party to which Purchaser may be liable. Seller shall indemnify Purchaser and its customer according to the terms of Section 7 below for any claims involving any goods provided under this order.

(e) The above clauses (a), (b), (c) and (d) shall apply in any case, whether or not Purchaser has furnished installation instructions.

(f) Any course of dealing, course of performance or usage of trade shall not exclude or modify any implied warranties. The above is in addition to and not in lieu of any other obligations or warranties you may have or rights or remedies we may have. You also agree to be responsible for and to correct any and all damages resulting from any defective materials or workmanship and your work to correct the workmanship and your work to correct the above. Emergency repairs or protection by the owner or Wehr shall not invalidate this warranty.

6. REJECTIONS. If any goods ordered by Purchaser are found at any time to be defective or otherwise not in conformity with the order, Purchaser may (a) reject and return at Seller’s expense all or a portion of the nonconforming goods and/or (b) require Seller to repair or to replace the nonconforming goods with conforming goods promptly at Seller’s expense. If Purchaser elects option (b) above and Seller fails to repair or replace promptly, Purchaser may at its option, inspect, sort and repair or replace the goods at the Seller’s expense. Furthermore, since time is of the essence in modifying, repairing or replacing nonconforming items of goods to Purchaser’s satisfaction, Purchaser or its customer shall be entitled to make “on the spot” inspections to find potential corrections that are necessary, but that do not delay construction, operation or production. These “on the spot” inspections will give Seller notice and an opportunity to inspect the defects and make the necessary corrections. Purchaser shall not be obliged to accept any nonconforming item of goods even though a substituted, or substandard item, could satisfy the use intended by Purchaser. Purchaser may, however, elect either (i) to accept the item as delivered and abate the purchase price payable by the difference in value between the item delivered and the item as ordered with an additional abatement for any cost or expense in installation resulting from the nonconformity as determined by Purchaser, or (ii) without constituting acceptance, to install the item delivered for temporary use, in which event Seller promptly shall deliver the conforming replacement item for installation by Purchaser. Seller shall pay Purchaser the cost and expense of installing the conforming replacement item. Acceptance of defective materials shall not preclude Purchaser from rejecting other defective materials delivered or work performed under this order, because of the same or other defects.
7. INDEMNITY. Seller agrees to indemnify, defend, and hold harmless Purchaser from and against any and all claims, causes, actions, damages, liabilities, losses, costs and expenses, including attorneys fees, arising out of any actual or alleged personal injury or death or damage to property resulting in whole or in part from any actual or alleged defect in any goods sold to Purchaser or service performed by Seller under this order, including improper design of said goods or failure of said goods to comply with specifications or with any express or implied warranties of Seller, or as a result of said goods being manufactured, packaged, labeled, shipped or sold, or said services being performed, in violation of any federal, state or local law, rule or regulation, or as a result of any field modification or recall campaign that Purchaser is required to undertake for its products which incorporate goods procured under this order where said goods are alleged to be or are actually defective. Seller also agrees, on request, to produce a policy or policies of product liability insurance with vendor’s endorsement naming Purchaser as an additional insured, in such amounts and with such company or companies as shall be satisfactory to Purchaser. All such policies shall provide that coverage thereunder shall not be terminated without at least ten (10) days prior written notice to Purchaser.

8. CHANGES.
   (a) No charges for extra work will be recognized without written authority executed in the same manner as the original purchase order prior to performing such work. This order must not be billed at higher prices than last charged or quoted, without our written approval as set forth herein.

   (b) In the event we request you to review a proposed modification which may affect your work, you shall respond in writing within 7 days after receipt of said request or other reasonable limits as we may provide, stating the effect of the proposed modification including details of additional cost and time required, otherwise you shall accept our determination as to the effect of the proposed modification or change. We may, however, at any time without notice to your surety, by written order designated to be a change order, make any change in the work within the general scope of the Agreement notwithstanding the above.

   (c) No work which you deem to be a modification, change or extra work shall proceed without written authority from us executed in the same manner as our original agreement. Should we be unable to agree as to the value of such work to be added or omitted, we may, at our option, order you to proceed by written order as set forth above omitting the value of such work to be added or omitted. We reserve the right, at our option, to submit to the architect, engineer or owner’s representative the issue to determine the value of the work, whose decision shall be binding to the limits stated in the Contract Documents.

   (d) Should you be required to perform additional work by order of us as set forth above, for which the amount of compensation is not previously agreed upon, you shall prior to performing such work submit to us a proposal describing the estimated quantities and costs involved, and shall keep accurate, detailed and itemized records of the costs of any such change, reporting said information to us in the form and manner prescribed by us. At least as often as to include with each application for payment you make, and if requested by us as often as each day, you shall furnish certified copies of all time sheets, payrolls, invoices, vouchers, receiving and inspection reports and other documentation evidencing and specifically segregating those changes which evidence your expenditures you deem as a result of such change. Receipt and acknowledgement of the above by us or the owner shall not be construed or deemed as acceptance of the accuracy and validity of any portion thereof by us or the owner, until such time as final change order amounts are determined to be appropriate, proper, and you receive a written order from us executed in the same manner as our original agreement.

   (e) Should you fail to comply with the above, you expressly waive any claim for additional cost in the performance of the modification, change or extra work. In no event will you be paid any amount in excess of those costs and claims submitted by you as set forth above, and you further expressly agree you will
not receive or be paid by us more than that amount we receive from the owner on account of any claim for amounts due for modifications, changes or extra work.

(f) Any equitable adjustment and/or damages the Seller may be entitled to receive on account of a properly and timely made delay and/or change claim shall be limited to its demonstrated additional direct costs of performance caused by such delay/change and shall not include claims for lost profits, attorneys fees, and/or consequential damages.

9. NON-ASSIGNMENT AND DELEGATION. Any attempt by Seller to assign its rights or interests under this order or to delegate its obligation owed under this order without written permission from the Purchaser is void.

10. SET-OFF. Purchaser shall be entitled at all times to set off any amount owing at any time from Seller to Purchaser or any of Purchaser’s affiliated companies against any amount payable at any time by Purchaser in connection with this order or otherwise.

11. COMPLIANCE WITH LAWS.
   (a) Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all lawful orders, rules and regulations, and any provisions, representations, agreements, or contractual clauses that must be included or incorporated by reference or by operation of law in the contract resulting from acceptance of this order.

   (b) If hazardous substances, of a type of which an employer is required by law to notify its employees, are being used or sent on the site by Seller, your subcontractors or anyone directly or indirectly employed by them, then you prior to delivery and exposure of any employees on site to such a substance, and in any event in compliance with all laws, rules, regulations and permits of state, federal and local governments, shall give written notice of the chemical composition thereof to us and shall furnish any other material safety data sheets required, and shall properly train and advise your employees, subcontractors, sub-subcontractors, agents and invitees as to handling of and compliance with all local laws and regulations with regard to such hazardous substances. You agree to indemnify and hold us harmless with regard to any and all losses and claims, including but not limited to remedial costs, investigative costs, defense costs and/or attorneys fees, incurred as a result of said materials and/or their use or disposal.

   (c) Seller shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including the requirements as to records and, if requested, shall insert a certificate to that effect on all invoices submitted in connection with this order.

   (d) Seller warrants that it will at all times comply with the Wehr Code of Conduct (available for review at www.wehrconstructors.com), and Wehr’s adopted policies applicable to its sellers and subcontractors concerning workplace safety, drug testing and other matters (available for review at www.wehrconstructors.com).

12. FOR WORK ON PURCHASER’S OR ITS CUSTOMER’S PREMISES. If Seller’s work under this order will take place on the Purchaser’s or its Customer’s premises, Seller shall take all necessary precautions to prevent any injury to person or property during such work period, except to the extent that any such injury is due solely and directly to Purchaser’s or its Customer’s negligence, and Seller shall indemnify Purchaser and its Customer against all claims, causes, damages, losses, liabilities or expenses, including attorney’s fees which may result in any way from any act or omission of the Sellers, its agents, employees or subcontractors. Seller shall also maintain public liability property damage insurance, employee’s liability insurance and compensation insurance as will, in Purchaser’s sole judgment, protect Purchaser from said
risks and from any claims under any applicable Worker’s Compensation and Occupational Disease Acts. Certification of such insurance shall be provided to Purchaser prior to commencement of work.

13. CONFIDENTIALITY OF INFORMATION.
(a) Seller shall keep confidential any technical process or economic information derived from drawings, specifications and other data furnished by Purchaser in connection with this order. Seller shall not divulge or use, directly or indirectly, such information for the benefit of itself or any other party without obtaining Purchaser’s prior written consent.

(b) Any information which Seller disclosed to Purchaser, and which in any way relates to goods or services covered by this order, shall not be deemed to be confidential or proprietary information, unless otherwise specifically agreed to in writing by Purchaser. Such information shall be acquired by Purchaser free from any restrictions as part of the consideration for this order. Furthermore, Seller agrees not to assert any claim against Purchaser by reason of any actual or alleged use of Seller’s information by Purchaser or its Customer. Seller agrees not to release any advertising copy that mentions Purchaser or quotes the opinion of any of Purchaser’s employees unless such copy or opinions are approved by Purchaser in writing.

14. INTELLECTUAL PROPERTY. Upon written notice, Seller shall defend any suit or proceeding brought against Purchaser or its Customer that is based on a claim that any article or apparatus constituting goods furnished under this order as well as any device or process resulting from the use of such goods constitutes an infringement of any American or foreign trademark, copyright, or patent, or any other right of a third party. Purchaser shall provide such authority, information, and assistance (at Seller’s expense) as may be reasonably necessary for the defense of such actions. Seller agrees to indemnify, defend and hold harmless Purchaser and its Customer against any and all claims, causes, damages, liabilities, losses or expenses, including attorney’s fees, in connection with any such suit or proceeding, whether or not Purchaser or its Customer is a party thereto. This indemnity shall not, however, apply to any such claims, causes, damages, liabilities, losses or expenses arising out of compliance by Seller with specifications furnished by Purchaser. If an injunction is issued, Seller shall, at its own expense and Purchaser’s option, (i) procure from Purchaser and its Customer the right to continue using the article or apparatus, part or device, (ii) replace the same with a non-infringing equivalent, or (iii) remove the infringing item and refund the associated purchase price, transportation cost and installation cost.

15. TRANSPORTATION AND RISK OF LOSS.
(a) Transportation charges and risk of loss are Seller’s responsibility. Shipments shall be made on a freight prepaid basis. Since transportation related costs are included in the price of goods purchased, invoices should not show any separate line items for transportation.

(b) Risk of loss from any casualty to the ordered goods shall remain on Seller until goods have been shipped in compliance with the agreed upon transportation terms. As to nonconforming goods, risk of loss and transportation expense shall remain at all times with the Seller.

(c) In no case shall Seller deviate from Purchaser’s routing instructions unless otherwise directed and agreed to in writing by Purchaser. If Seller does not comply with Purchaser’s schedule, however, Purchaser may require that shipments be made by air freight or other expedited modes of transportation. Any additional transportation cost incurred by Purchaser shall be billed back to Seller.

16. ANTICIPATION OF DELIVERY SCHEDULE. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser’s requirements.
17. **PRICES.** All prices are firm and shall be as stated on the face of this order. If Seller reduces its published prices for goods or services covered by this order before Seller completes performance, however, such reduced prices shall apply to any undelivered goods or unperformed services. If no price is stated, the goods or services shall be billed at the price last quoted or paid or at the prevailing market price, whichever is lower. No charges of any kind, including, but not limited to charges for boxing, packaging, loading, bracing, or cartage, will be allowed, unless authorized by Purchaser in writing executed in the same manner as this agreement.

18. **TAXES.** The prices set forth in this order include all federal, state and local taxes applicable to the goods and services furnished by Seller, whether or not such taxes are set forth separately on Seller’s invoices. Inasmuch as your price includes sales tax, please inform us the serial number of the permit under which you are authorized to collect the sales tax with the obligation of making remittances accordingly to the appropriate Department of Revenue.

19. **WORK STOPPAGES.** It is understood that contracts will be awarded and labor employed on the job without discrimination as to whether employees of any contractor or subcontractor are members or are non-members of any labor organization. You agree that in the event of a work stoppage resulting from a labor dispute directed at you, we have the right to proceed as set forth in Paragraph 22 below, in addition to any other provisions and remedies as set forth herein.

20. **PAYMENTS.** Payments on this purchase order will be made subject to all provisions as stated herein, and to the extent not inconsistent with this Agreement, payments shall be made to the same terms as specified on the prime contract and all Contract Documents incorporated therein under which the work is performed. No progress payment under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no payment shall be construed to be acceptance of defective work or improper materials. Final payment is further subject to our receipt from you of all written guarantees, warranties and bonds relating to the work, final waivers of lien or possible liens, and complete releases from you and any subcontractor, material supplier or other supplier of labor, materials, or other items relating to the work under this Agreement, and an affidavit from you certifying payment in full for all items relating to the work. Payment of any progress payment, final payment, or any approved portion of the Seller’s monthly estimate shall be conditioned on receipt by Wehr of payment from the owner. Seller agrees that payment to Wehr by the Owner for the goods purchased from Seller is a condition precedent to the Seller’s right to payment and that as a result thereof, the risk of nonpayment by the Owner is shared equally by Wehr and the Seller.

21. **AFFIDAVITS, RELEASES AND LIENS.**

   (a) You agree to pay for all materials and labor used or in connection with the performance of this agreement through periods covered by previous payment by us, and agree to furnish us periodically on request by us affidavits or other satisfactory evidence of compliance with the above, or any amounts owed for labor or materials which are or might become liens against the work or property. You further agree to provide a sworn statement of all parties who furnish labor or materials to you, and you will require your subcontractors to similarly furnish said affidavits or statement on request.

   (b) You agree to furnish us written releases in a form acceptable to us and written releases of lien from all persons, firms or corporations that may have furnished you any services, equipment, material, or may have in any way had dealing and agreements in connection with your work under this agreement.

   (c) You agree to turn the materials and/or work over to us in good condition to the final approval of the architect, in compliance with all applicable contract documents, free and clear of all claims, encumbrances, or other liens, and shall indemnify and save harmless Wehr and the owner from all claims, encumbrances or liens growing out of the performance of this agreement, and you will at your cost and
expense, including attorney fees, defend all suits to establish such claims and will pay any judgment, claim or lien so established.

(d) If at any time there shall be evidence of lien or claim for which, if established, we or owner might become liable, and which is chargeable to Seller, we shall have the right to retain out of any payment due, or to become due under this agreement or any other agreement between us and you, an amount sufficient to indemnify us and owner against such lien or claim, and charge or deduct all costs of defense with respect thereto, including reasonable attorney fees. Should any claim or lien develop after all payments are made, you shall refund to us all monies that we may be compelled to pay in discharging such claims or liens, or incurred in collecting said monies from you.

22. DEFAULT – TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER. Time being of the essence, the Seller agrees to promptly deliver the services, obligations and materials at the time and in accordance with the performance and delivery requirements specified in the purchase order.

(a) By written notice of default to Seller, Purchaser may terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to perform within the time specified in this order or within any extension agreed upon as a change order to this Agreement, (ii) if Seller defaults in the performance or observance of any of its other obligations contained in this order, or (iii) if Seller endangers performance of this order by failing to make progress. Seller will have ten (10) days to cure following receipt of notice from Purchaser specifying any of the failures mentioned in (a) (i) – (iii) of this section. Upon termination, Purchaser may use his discretion in procuring goods or services similar to those so terminated, in which case Seller shall continue performance of this order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar goods or services.

(b) Rather than terminate for default, Purchaser may in its sole discretion elect one or both of the following: (1) an extension of delivery schedule and (ii) a waiver of other deficiencies in Seller’s performance, in which case an equitable reduction in the purchase order price shall be negotiated.

(c) In the event Seller has any reason to anticipate difficulty in complying with the delivery date or in meeting any of the other requirements of this order, Seller shall promptly notify Purchaser in writing. Except to the extent the owner may be liable to Wehr, Wehr shall not be liable to you should an earlier or later completion date be required due to job conditions, including neglect or default of owner, architect or engineer, fire or other casualty, riots, strikes or other combined action of workmen or others, acts of God, weather, or other causes beyond our control, or on account of any circumstances caused or contributed to by you or your subcontractors or materialmen.

23. DISPUTES.
(a) You are liable to Wehr for any and all loss or damage to Wehr, or to the owner for which Wehr may be liable, as a result of any delay on the part of you, your subcontractors or materialmen in the prosecution or completion of your work or the entire building or structure by the date agreed upon between the owner and Wehr, with due allowances made for contingencies below.

(b) Should you be delayed in the prosecution of your work by the act, neglect or default of us, owner, architect, or others, or by any damage caused by fire, lightening, windstorm or other casualty for which you are not responsible, then you shall submit a notice of claim for extension of time within seven (7) days of your knowledge of the circumstances leading to the delay. No time extension shall become operative until approved in writing by us executed in the same manner as our original agreement. Any such extension, or permitting you to continue after the time to complete the work has expired, shall not be construed as a waiver of any or all claims for loss or damages for breach of one or more of the provisions of this Agreement. Should you fail to comply with the above, you waive any and all claims for
extensions, and any and all claims for damages, whether direct or consequential, on account of any such delay.

(c) Should we refuse to approve such claim for extension, the matter shall, at our option, be referred to the architect, engineer, or owner’s representative for determination, whose decision shall be final subject to the limits stated in the Contract Documents. You expressly agree that such an extension of time for completing the work precludes, satisfies and cancels any and all claims you may have against us on account of such delay.

(d) You shall make all claims for extension of time, delays, extras, or damages of any nature for which the owner may be responsible in the method and amount as provided in the Contract Documents for like claims by us on the owner, and in sufficient time for us to comply with the Contract Documents for making such claim to the owner. We shall only be liable to you to the extent the owner is liable to us for each claim or extra.

(e) Except as provided otherwise in this agreement, any dispute concerning a question of fact arising under this agreement which is not resolved shall be decided by us, which on request of you will be reduced to writing and furnished to you. Our decision shall be final and conclusive unless within twenty (20) days from the date of receipt of such writing, you make written demand for relief on us. Should you desire to pursue an action or appeal regarding an adverse final decision rendered by the owner or his representative that affects your interest, and provided our interests are unaffected, you agree to bear full costs and sole responsibility for prosecuting such an action, including attorneys’ fees. You shall carry on the work and maintain the progress schedule during any dispute or legal proceedings, unless otherwise agreed to in writing by the parties hereto.

(f) Any dispute resolution procedures contained within the contract between Wehr and the Owner are expressly made applicable to this Purchase Order Agreement.

24. TERMINATION FOR OTHER CAUSES. If any federal, state or local governments or agencies of such governments having jurisdiction shall direct us to undertake or refrain from undertaking work or certain types of work and, as a result thereof, the merchandise or services ordered herewith shall become unnecessary, it is expressly agreed that we may, without liability, cancel this order in whole or in part by written notice to you. Payment for any approved deliveries of material or performance prior to such termination will be made on same basis as settlement of prime contract in connection with which this purchase order was issued.

25. INSOLVENCY. Purchaser may terminate this order without liability in any of the following circumstances: (i) if Seller ceases to conduct its operations in the normal course of business for any reason whatsoever, including its inability to meet its obligations as they mature, (ii) if any proceeding under the bankruptcy or insolvency laws is filed by or against Seller, (iii) if a receiver for Seller is appointed or applied for, or (iv) if an assignment for the benefit of creditors is made by Seller. In the event of termination for any reason, Purchaser shall have the right immediately to retake and recover all drawings, blueprints, specifications, and any other materials furnished to Seller.

26. ELECTION OF REMEDIES. All remedies provided in this order are in addition to all remedies by law or by equity. Election of one remedy shall not be deemed a waiver of the right to seek any other remedy.

27. ATTORNEYS’ FEES. If Seller should default in other provisions of this order, and Purchaser shall employ an attorney to enforce any of this order’s provisions or to collect damages for breach of this order, Seller shall pay to Purchaser reasonable attorneys’ fees charged to Purchaser.
28. **WAIVER.** No claim or rights arising out of a breach of this order can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party in the same manner as this agreement. Payment, for example, shall not constitute acceptance of goods nor waiver of defects or warranties. The failure of Purchaser to enforce at any period of time any of the provisions of this order shall not be construed to be a waiver of such provisions nor of the right of Purchaser thereafter to enforce each and every such provision.

29. **APPLICABLE LAW.** The laws of the State of Kentucky shall govern the interpretation of this order and the rights of Purchaser and its Customer and Seller and to the extent permitted under Kentucky law, venue as to any dispute shall lie in Jefferson County, Kentucky.

30. **ENTIRE AGREEMENT/ENFORCEABLE TERMS.**
   
   (a) This order is intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and constitutes the complete and exclusive statement of the terms of their agreement except for such changes as may be subsequently agreed to in writing pursuant to the terms of this Agreement by Purchaser. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

   (b) Should any part, term or provision of this Agreement be declared or determined by any court to be illegal, invalid or unenforceable, the validity, legality or enforceability of the remaining parts, terms and provisions shall not be affected thereby and the illegal, invalid and unenforceable parts, terms or provisions shall not be deemed a part of this Agreement.

This Purchase Order Agreement Supplement shall be available for review and printing by Seller at [www.wehrconstructors.com](http://www.wehrconstructors.com) and shall be binding on the parties and incorporated within the Purchase Order Agreement, by reference, as if set-forth in full within the Purchase Order Agreement, except as amended in writing signed by both parties.

**MISCELLANEOUS.** Titles and captions of or in this order are inserted for convenience only and in no way define, limit, extend, or describe the scope or intent of this order.
I. OBJECTIVE

Wehr Constructors, Inc. (hereafter “Wehr”) is concerned about the effects of illegal or unauthorized use of drugs and the abuse of alcohol upon the health and safety of its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but to those who work with the user and to the general public as well. In addition, the decreased productivity and dependability of these individuals because of drug and alcohol use places an increased burden on other employees and can adversely affect our ability to continue to provide appropriate service to our customers.

In light of these concerns, Wehr has adopted the following policy regarding the use, possession or sale of drugs and alcohol.

NO PART OF THIS POLICY, NOR ANY PROCEDURE THERIN, IS INTENDED TO AFFECT WEHR’S RIGHT TO MANAGE ITS WORKFORCE, BE CONSTRUED AS A GUARANTEE OF EMPLOYMENT OR CONTINUED EMPLOYMENT, OR LIMIT WEHR IN ITS RIGHT TO TERMINATE THE EMPLOYMENT OF ANY EMPLOYEE WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE, UNLESS SUCH RIGHT IS OTHERWISE LIMITED BY THE TERMS AND PROVISIONS OF A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACTUAL AGREEMENT

II. SCOPE

All Wehr Constructors, Inc. (Louisville Division) personnel, exclusive of officers and directors.

III. STATEMENT OF POLICY

A. ALCOHOL/DRUG USE GENERALLY

1. Alcohol

The possession of, use of, or being under the influence⁴ of alcohol by an employee during work hours, while performing Wehr’s business or otherwise while on Wehr’s premises or in a Wehr vehicle is prohibited.

2. Legal Drugs²

Except as provided below, the possession, sale, purchase, transfer, or use of, or being under the influence of (to the extent such use or influence may affect the safety of co-workers or members of the public, the employee’s job performance, or the safe or efficient operation of Wehr equipment) any legally obtained drug by any employee during work hours, while performing Company business, or otherwise while on Company premises, a Company worksite or in a Company vehicle is prohibited. An employee may continue to work, even though under the influence of a legal drug, if management has determined, after consulting with its Company physician, that the employee does not pose a threat to their own safety or the safety of co-workers and that the employee’s job performance is not significantly affected by the legal drug.

3. Illegal Drugs³

The possession, sale, purchase, transfer, or use of, or being under the influence of any illegal drug by any employee during work hours, while performing Company business, or otherwise while on Company premises, a Company worksite or in a Company vehicle is prohibited. The presence, in any detectable amount, of any illegal drug in an employee during work hours, while performing Company business, or otherwise while on Company premises, a Company worksite or in a Company vehicle is prohibited.

B. TESTING AND SEARCHES

1. Three (3) Day New Hire Drug Testing

During the first three (3) days of an employee’s employment with Wehr, the employee
will be required to submit to drug testing. The date and time of such testing will be
determined by Wehr in its sole discretion and without prior notice to the employee. If
the results of the drug test indicate the presence of illegal drugs in the employee’s
system, the employee will be subject to discharge.

2. **Present Use/Under The Influence**
   When Wehr has reason to believe that an employee has been drinking or taking drugs,
or is under the influence of alcohol or drugs, Wehr will provide the employee with an
opportunity for verification testing for such drug or alcohol presence. Such reason shall
include, but shall not in any way be limited to, employee appearance, behavior,
conduct, judgment, coordination, or physical or mental ability, which in the judgment of
the management of Wehr is inconsistent with safe operating procedures or this policy,
as well as information, reports, or other evidence indicating that an employee (or
employees) is in possession of, using or under the influence of alcohol or drugs which is
brought to the attention of Wehr and upon which Wehr may reasonably rely. When an
employee is required to submit to drug or alcohol verification testing pursuant to this
paragraph, the employee will be permitted to return to work only upon receipt by Wehr
of test results indicating that the employee was not under the influence of either drugs
or alcohol.

3. ** Accident/Injury Testing**
   An employee who is involved in a work related accident (including a “near miss”),
sustains a compensable injury, or through action or inaction is a contributing factor in
an OSHA reportable accident or injury involving other persons, will be subject to drug
and alcohol verification testing for the presence of drugs or alcohol based upon the fact
of such accident, injury, action or inaction. When an employee is required to submit to
drug and alcohol verification testing pursuant to this paragraph, Wehr shall determine,
in its sole discretion, whether the employee will be permitted to return to work pending
receipt of the test results by Wehr.

4. **Random Testing and Other Testing**
   All Company employees, with the exception of officers and directors, will be subject to
drug/alcohol testing at any time on a random basis as a term and condition of
employment. Wehr also reserves the right to engage in such other testing of its
employees as it may deem appropriate or necessary from time-to-time, or as may be
outlined under 49 C.F.R. Part 40, including but not limited to periodic testing and annual
testing of the entire workforce.

5. **Testing Procedure**
   Testing shall be by breathalyzer test (which may be administered in-house), saliva,
urinalysis or blood test to be administered by a hospital or medical laboratory or any
other reasonable and appropriate testing device or a combination of these procedures.
All employees subject to testing will sign, prior to testing, a consent/release form
consenting to the testing and to the release of test results to a designated management
official of Wehr, and a union representative when applicable. The refusal of an
employee to execute said form will be deemed to be a refusal by the employee to
submit to required testing and will subject the employee to immediate discharge as set
forth in Paragraph 6 below.

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1^For the purposes of administration of this policy, “under the influence” of alcohol or drugs means the presence of alcohol in the
employee’s system at a concentration of 0.02 percent or more, or the presence of drugs in the employee’s system at or in excess
of the test levels established in the Department of Transportation’s “Procedures for Transportation Workplace Drug Testing
Programs,” 49 C.F.R. Part 40 (hereafter “40 C.F.R. Part 40”), as determined by means of testing for the presence of alcohol and
drugs in an individual's system.

2^“Legal Drugs” includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used in the
dosages and for the purposes for which they were prescribed or manufactured.

3^“Illegal Drug” means: any drug (a) which is not legally obtainable (including “look alikes”, synthetic or “designer” drugs, and
other mind altering substances); or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed
drugs not legally obtained, prescribed drugs in the name of someone other than the employee using the drugs, or prescribed drugs
not being used for prescribed purposes. It also includes marijuana, a narcotic drug or any derivative thereof, an amphetamine or
any formulation thereof, or any “Schedule I” drug, as defined in the Federal Motor Carrier Safety Regulations of the United States
Department of Transportation.
6. **Refusal to Submit to Testing**

When an individual who is suspected of using or being under the influence of either drugs or alcohol is directed by Wehr to submit to drug/alcohol testing pursuant to this policy and such individual fails to submit to such required testing, including the failure or refusal to submit to treatment for a work-related injury that requires medical attention, the employee’s refusal will be considered insubordination and a violation of Company work rules and the employee will be subject to immediate discharge. If an employee switches, adulterates, dilutes, or in any other manner modifies or attempts to modify a urine sample submitted for testing, such action shall be deemed to be a refusal to submit to required testing by the employee, the employee’s refusal will be construed as a falsification of medical records and a violation of Company work rules, and the employee will be subject to immediate discharge.

7. **Searches**

Wehr retains the right to search at any time and for any reason any vehicle, locker or any other property owned, rented, leased or borrowed by Wehr, or otherwise made available by Wehr for use by an employee, or any personal item brought onto Company property by an employee, such as vehicles, packages, purses, lunch boxes and briefcases. Accordingly, an employee should have no expectation of privacy in such personal items. An employee’s consent to submit to such a test or such a search is required as a condition of employment and the employee’s refusal to consent may result in disciplinary action, including discharge, for a first refusal or any subsequent refusal.

8. **Consequences of Policy Violation**

An employee who is found to be in violation of this policy is subject to any level of discipline, up to and including discharge, for a first offense or any subsequent offense.

An employee who has tested positive on a drug/alcohol screen may be permitted, at the sole discretion of Wehr, to maintain their employment with Wehr under conditions established by Wehr, such as but not limited to the following: the employee must satisfactorily complete a drug/alcohol rehabilitation program acceptable to Wehr and present proof to that effect to Wehr; prior to being permitted to return to work, the employee must test negative to a drug/alcohol screen; for a specified period after being permitted to return to work, the employee will be subject to testing at any time on a random or periodic basis as a term and condition of employment.

C. **CONFIRMATORY TESTING**

In the case of drug testing, where the initial test conducted by the laboratory indicates the presence of drugs in the employee’s system, the laboratory will validate the initial test results by a confirmatory test if requested.

IV. **COMMUNICATION OF TEST RESULTS**

All actions taken under the authority of this policy will respect the confidentiality of employees to the extent possible. Information relative to investigations, possible violations of the policy, drug/alcohol screen results, and other such information will be communicated only on a “need to know” basis.

The laboratory or medical facility performing the drug/alcohol testing will be directed to provide the results of any drug/alcohol screen to the examining physician or his representatives only. The results will be submitted to a designated management official of Wehr and when applicable, a designated union official.

V. **EMPLOYEES’ REPORTING REQUIREMENTS – LEGAL DRUGS**

Any employee who is taking prescribed medication, or any employee who is taking over-the-counter medications, which could induce drowsiness, disorientation, impairment to coordination or attention, or any other impairment, and which could affect the employee’s ability to perform their job must advise their foreman, superintendent, or Company officer of the type of medication being used, the amount of daily medication, the expected length of time they will be using such medication and the expected side effects of such medication. If in the opinion of
Wehr the medication renders an employee unfit to perform their duties safely and efficiently, they will either be reassigned to other work or sent home until they are fit to resume working. Failure to notify an immediate supervisor of consuming this type of medication will be a violation of this policy and result in disciplinary action up to and including termination.

V. EMPLOYEE ASSISTANCE PROGRAM

Wehr will designate an outside source to serve as an Employee Assistance Program (EAP) referral office to assist employees in matters relating to use of alcohol or drug use. It is the responsibility of each employee to seek assistance from the EAP before alcohol or drug use leads to a violation of this policy and disciplinary action. Once a violation of this policy occurs, subsequent use of the EAP on a voluntary basis may have no bearing on the determination of appropriate disciplinary action.

An employee’s decision to seek prior assistance from the EAP will not be used as a basis for disciplinary action. However, use of such EAP will neither exempt an employee from either accepted performance standards or from disciplinary procedures, nor will EAP utilization protect an employee from violation of this policy or any other work rule or safety rule or procedure established by Wehr.

VI. ADMINISTRATIVE RESPONSIBILITY

Human Resources / Office Administrator

Wehr Constructors, Inc. reserves the right, in its sole discretion, to change, revise, supplement or eliminate any policy, procedure and/or benefit described above without notice.

Original Text
January 1, 2003
EMPLOYEE CONDUCT GUIDELINES

PURPOSE: To clarify guidelines for employee conduct

Employment with Wehr Constructors is "at will", which means it is subject to termination by either the Company or the employee at any time, for any reason. There are no contractual relationships between the Company and an employee, and letters, benefit or policy statements, performance appraisals, company handbooks or other employee communications should not be interpreted as such. No one has the authority to enter into any oral or written employment contract without the signed explicit written approval of the CEO of Wehr Constructors and no written employment contract will be valid without the signature of the CEO of Wehr Constructors. In order to monitor this "at will" relationship, Wehr Constructors has developed guideline methods to track performance.

Employee Responsibility - It is the duty and the responsibility of every employee to be aware of and abide by existing rules and regulations. It is also the responsibility of the employee to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established. Employees are encouraged to take advantage of all learning opportunities available and request additional instruction when needed.

Management and Supervisory Responsibility - The supervisor/manager must approach corrective measures in an objective manner. If the employee's performance of assigned task is the issue, the supervisor/manager should generally look to see that proper instructions, appropriate orientation and training have been given, and that the employee is aware of the job expectations. Not only single incidents, but patterns of poor performance should be of concern as it is indicative of overall performance. If misconduct is the issue, the supervisor/manager should take steps to make sure that the employee has been made aware of the company's policies and regulations regarding the infraction. If in either case appropriate instruction or information was not communicated, a plan for such should be immediately developed and reviewed with the employee.

EMPLOYEE CONDUCT

Wehr Constructors supports the use of a process called "progressive discipline" to address conduct issues such as poor work performance or misconduct and to encourage employees to become more productive workers and conform their behavior to standards and expectations. Generally, warnings to employees are used to explain what behavior has been unacceptable. There are two types of warning, verbal and written.

A verbal warning is when a supervisor/manager counsels an employee about an issue of concern. A written record of the discussion noting the date, event, and recommended action is usually placed in the employee's file for future reference.

Written warnings are used for behavior or violations which a supervisor/manager considers serious or where a verbal warning has not helped to change unacceptable behavior. An employee should recognize the grave nature of the written warning.

Whenever an employee has been involved in a disciplinary situation which has not been readily resolved, or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the supervisor/manager may place the employee in a Performance Improvement plan. This status will last for a predetermined amount of time not to exceed ninety (90) days, and within this time period, the employee must
demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor/manager and the organization. At the end of the Performance Improvement period, the employee will either be returned to regular employee status, or if established goals are not met, dismissal may occur.

Wehr Constructors reserves the right to administer appropriate disciplinary action for all forms of disruptive and/or inappropriate behavior. Each situation will be dealt with on an individual basis.

Wehr Constructors has established general guidelines to govern the conduct of its employees. No list of rules can include all instances of conduct which can result in discipline and the examples below do not replace sound judgment or common sense behavior. Examples of employee conduct which would lead to discipline and the usual course of disciplines have been separated into four groups, according to the usual severity and impact of the infraction. Different violations may be handled differently depending on the group they are in. On the other hand, Wehr Constructors reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to demotion, oral and written warning, suspension with or without pay and discharge. Because of FLSA requirements, exempt employees should not be suspended without pay for less than a week.

**Group 1**

1st Offense: Documented verbal warning
2nd Offense: Documented written warning
3rd Offense: Three-day suspension
4th Offense: Termination of employment

1. Creating conflict with co-workers, supervisors, patients, visitors or volunteers.
2. Leaving the facility without their supervisor's permission.
3. Damaging or using company-owned equipment without authorization.
4. Abusing lunch and break periods.
5. Violating other rules or policies not specifically listed.

**Group 2**

1st Offense: Written warning
2nd Offense: Suspension
3rd Offense: Termination

1. Failing to report injuries, or damage to, or an accident involving company-owned equipment.
2. Violating any safety rule.
4. Engaging in vulgar or abusive language or conduct toward others.
5. Quitting early without notification or permission.
6. Being absent for less than three days without notification or permission.
7. Not following department guidelines concerning notification of absenteeism.

**Group 3**

1st Offense: Dismissal

Dismissal is an immediate termination of employee for serious breaches of responsibility, unsatisfactory performance or misconduct. Dismissal may be imposed by a supervisor/manager after consultation with the Human Resources Department.
1. Being absent for three or more days without notification or permission (also referred to as a voluntary quit).
2. Fighting.
3. Demonstrating insubordination, including but not limited to:
   • Refusal to do an assigned job.
   • Refusal to work overtime when required.
   • Insolent response to a work order.
4. Being dishonest, including but not limited to deception, fraud, lying, cheating or theft.
5. Sabotaging the facility, grounds or equipment.
6. Falsifying company records, such as employment applications and time cards, in any way.
7. Engaging in indecent behavior.
8. Possessing, being under the influence of or drinking intoxicants on the job.
9. Carrying a weapon on company property, including the parking lot.
10. Disclosing confidential records or information (facility, employee or patient).
11. Soliciting gifts or tips from business-related contracts.
12. Using the facility's computer systems, including accessing confidential computer files and data, without authorization.
13. Demonstrating gross misconduct or other serious violations of Wehr Constructors’ policies or procedures.

**Absenteeism and Tardiness**

Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be deemed excessive. Discipline for otherwise unexcused tardiness and absenteeism is generally applied as follows: the first two violations result in written warnings; the third, a three-day suspension; and the fourth, dismissal.
Wehr Constructors will not tolerate any acts or threats of violence, intimidation, or harassment by any Wehr Constructors employee, former employee or employee's spouse against any other employee on Wehr Constructors’ premises or elsewhere at any time. Wehr Constructors also will not tolerate any acts or threats of violence, intimidation, or harassment against its employees, customers, or visitors on its premises at any time, or while they are engaged in business with or on behalf of Wehr Constructors on or off its premises.

All acts or threats of violence, or verbal or physical conduct that may be intimidating or harassing in nature (such as obscene, abusive or threatening language or gestures), will be taken seriously by Wehr Constructors. When Wehr Constructors receives a complaint that an employee has either engaged in, or been subject to, acts or threats of violence, or verbal or physical conduct that may be intimidating or harassing in nature, an investigation will be conducted.

During the course of the investigation, the confidentiality and privacy of all individuals involved will be respected to the extent possible. Wehr Constructors will not tolerate any form of retaliation or discrimination against any employee for making a report, or participating in any investigation under this policy, and any employee who engages in such misconduct will be subject to discipline, including termination of employment.

Any employee of Wehr Constructors who is found, after appropriate investigation, to have engaged in conduct violative of this policy against another individual will be subject to appropriate sanctions depending on the circumstances, which may include termination of employment. Additionally, Wehr Constructors will take appropriate action when dealing with former employees, or spouses visiting its facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

In order to effectuate the purposes of this policy, employees also have a "duty to warn" their supervisors, security personnel, or project manager of any suspicious workplace activity, situations, or incidents that they observe or that they are aware of involving other employees, former employees, spouses of employees, or visitors which may be contrary to this policy. This includes, for example, threats of violence, the possession of weapons, aggressive or peculiar behavior, offensive acts, and threatening or offensive comments or remarks. An employee who has knowledge of such suspicious workplace activity, situations or incidents should make a full report to their supervisor, our Office Administrator or other official of Wehr Constructors with whom they feel comfortable discussing the matter immediately, and failure to make a report in a timely manner may subject the employee to disciplinary action.

Administrative Responsibility:
Office Administrator / Human Resources

Wehr Constructors, Inc. reserves the right, in its sole discretion, to change, revise, supplement or eliminate any policy, procedure and/or benefit described above without notice.
It is a violation of both state and federal law for any employee to discriminatorily harass any other employee. Wehr Constructors is committed to providing a work environment that is free of discrimination and unlawful harassment and it will not tolerate verbal or physical conduct which harasses, disrupts or interferes with another's work performance, or which creates an intimidating, hostile, abusive, or offensive work environment.

Verbal or physical conduct that may constitute discriminatory harassment includes, but is not limited to, actions, words, flirtations, advances, propositions, verbal abuse, jokes, verbal commentaries, or degrading words used to describe an individual, based on an individual's sex, race, color, age, religion, disability, national origin, veteran status, or any other legally protected characteristic. Sexual harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, abusive, or offensive work environment.

Prohibition against such conduct covers any officer, manager, supervisor, fellow employee, or a non-employee (such as a vendor, volunteer, delivery person or the general public) who has contact with our employees.

Because some conduct may be considered offensive by some and not by others, you may elect to advise your fellow employees if you are offended by their conduct or comments which could be perceived or found to be discriminatory harassment. Even if you choose to address the matter personally, you must also report the matter immediately to your supervisor. If you do not feel that the matter can be discussed with your immediate supervisor, you should contact our Office Administrator/Human Resources Manager at (502) 491-9250, or any other supervisory/managerial employee with whom you feel comfortable discussing this matter. Also, in order to maintain a work environment free of discrimination and unlawful harassment, every employee is responsible to report conduct or comments of which they have knowledge that may be inconsistent with this policy, even if they are not the object of the conduct or comments.

When a charge of harassment is made, an investigation will be conducted. The confidentiality and privacy of all employees involved will be respected to the extent possible. Any employee making such a report will not be discriminated or retaliated against because of having made the report.

Any employee who is found, after appropriate investigation, to have engaged in conduct contrary to this policy will be subject to appropriate sanctions depending upon the circumstances, which may include termination of employment. Conduct may be contrary to this policy and result in disciplinary action even though the conduct in question does not rise to the level of actionable harassment under the law.

**Administrative Responsibility:**
Office Administrator / Human Resources

Original Text
November 13, 1995
WEHR CONSTRUCTORS, INC.
AFFIDAVIT, CERTIFICATE AND PARTIAL RELEASE OF LIEN & CLAIMS

STATE OF: KENTUCKY  WEHR PROJECT NO: __________
COUNTY OF: Fayette  SUBCONTRACT NO: __________

The undersigned affiant, being duly sworn, on oath deposes and states that he is

(Title of Official Position)

of ________________________________ (hereinafter referred to as the “Subcontractor”) that the Subcontractor is a subcontractor to Wehr Constructors, Inc. (hereinafter referred to as “Construction Manager”) in connection with a contract dated ______________ with Wehr Constructors, Inc. (Construction Manager) for the UK Chemistry/Physics 3rd Floor Early Demolition Project (hereinafter referred to as the “Project”) which is located ______________ and in consideration of payment received from the General Contractor the Subcontractor hereby:

1. Guarantees to the General Contractor that the Subcontractor has properly performed all of the work and delivered all of the material for the Project.
2. Guarantees to the General Contractor that the Subcontractor has paid for all labor and material furnished for the Project.
3. Waives and releases all of the claim and lien rights of the Subcontractor for the work and materials furnished for the Project, to the extent of $______________ which represent the value of all labor services and materials furnished by the Subcontractor up to and including the date of ______________ , 2018

This partial release of lien is given under the Statues of the State of ________________________________

In testimony whereof witness the signature of the Subcontractor this ________________________________ day of ________________________________, 2018

Subcontractor: ________________________________

By: ________________________________
(Signature of Affiant)  day of ________________________________ 2018.

Sworn and subscribed before me this ________________________________ day of ________________________________

My commission expires: ________________________________

______________________________
(Notary Public)
WEHR CONSTRUCTORS, INC.
AFFIDAVIT, CERTIFICATE AND FINAL RELEASE OF LIENS & CLAIMS

STATE OF: KENTUCKY

COUNTY OF: Fayette

WEHR PROJECT NO.

The undersigned Affiant, being duly sworn, on oath deposes and states that he is

(Title of Official Position)

of the undersigned Company, that the undersigned is the subcontractor for

in connection with a contract dated ______________________ with

Wehr Constructors, Inc.

for UK Chemistry/Physics 3rd Floor Early Demolition that all work required under said contract including

all work required under all change orders, has been performed in accordance with the terms thereof; that all

bills for labor, materials and supplies for work performed under said contract by any and all parties have been

paid in full and satisfied; that the wages paid by the undersigned were in conformity with contract provisions;

and, the undersigned Subcontractor does hereby release ______________________________ from

any and all claims of any nature whatsoever arising out of said contract or any modification thereof, that the

Undersigned will execute and finish such other releases or assurances as may be requested.

IN TESTIMONY WHEREOF witness the signature of the Subcontractor this __________________ day of

2018.

Company Name: ________________________________

By: ________________________________

(Signature of Affiant)

Title: ________________________________

Sworn and subscribed before me this __________________ day of ____________________________ 2018.

My commission expires: ________________________________

________________________________ (Notary Public)

FINAL RELEASE OF LIEN
IS SIGNED CONTINGENT UPON
RECEIPT OF FINAL PAYMENT,
INCLUDING RETAINAGE.