

SUPPLEMENTARY CONDITIONS **(to General Conditions)**

STATE SPECIFIC SUPPLEMENTARY CONDITIONS

For projects located in the State of **Kansas**, the following **Kansas specific Supplementary Conditions** apply:

Replace Section 6.1.2 of the General Conditions with the following:

- 6.1.2 **Safety Program, Precautions.** Contractor will institute a safety program at the start of construction to minimize accidents. This program will continue to the final completion of the Project and conform to applicable laws and regulations including occupational safety and health rules and regulations and other regulations of the Industrial Commission of the State where the project is located. Contractor will post signs, erect barriers, and provide those items necessary to implement the safety program. As soon as Contractor proceeds with the Work, Contractor will have all workers and all visitors on the site wear safety hard hats, as well as all other appropriate safety apparel such as safety glasses and shoes, and obey all safety rules and regulations and statutes. Contractor will post a sign in a conspicuous location indicating the necessity of wearing hard hats and Contractor will loan such hats to visitors.

HAZARDOUS MATERIALS

Replace Section 6.2 of the General Conditions with the following:

- 6.2 Hazardous Materials.** In the event Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) or any other hazardous waste or substance which may endanger the health of those persons performing the Work or being on the site, Contractor will immediately stop Work in the area affected and immediately report the condition to Intermountain Representative and A/E by phone with a follow-up document in writing. The Work in the affected area will be resumed when written direction is provided by Intermountain Representative. Except to the extent provided otherwise in the Contract Documents or if the presence of hazardous materials is due to the fault of Contractor, Contractor will not be required to perform without Contractor's consent, any Work relating to asbestos, polychlorinated biphenyl (PCB) or any other hazardous waste or substance. Intermountain will procure a licensed abatement contractor qualified to remove the hazardous material. The abatement contractor will submit notification of demolition to the applicable divisions of the State where the Project is located and the abatement contractor will pay attendant notification fees. A copy of the hazardous material survey report will be available to all persons who have access to the construction site.

MODIFICATIONS, REQUEST FOR INFORMATION, PROPOSED CHANGE ORDER, AND CLAIMS PROCESS.

Replace Section 7.7.2 of the General Conditions with the following:

7.7.2 Judicial Action. In the event that the parties do not resolve their dispute pursuant to the escalation process, either party may commence legal action to resolve the dispute. Any such action must be commenced six (6) months from the first day of the initial Level 1 conference/meeting or be time barred. Submission of the dispute under the escalation process as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute under the escalation process, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Any such legal action must be brought exclusively in the state courts of the State of Kansas or in the federal courts of the United States which are located in Kansas. The Parties hereto hereby agree to submit to the exclusive jurisdiction and venue of such courts for the purposes hereof.

RETENTION APPLIED TO CONTRACTOR PAYMENTS

Replace Section 8.2.4.d of the General Conditions with the following:

d. *Intermountain Not Responsible for Contractor's Retention Requirements.* Intermountain will not be responsible for enforcing Contractor's obligations under Kansas law in fulfilling the retention law requirements with Subcontractors at any tier.

PROGRESS PAYMENTS

Replace Section 8.5.1.a of the General Conditions with the following:

8.5.1 In General, Interest on Late Payments.

- a. Except as provided in Paragraph 8.3.1, Intermountain will pay any undisputed amount within thirty (30) Days of satisfaction of the following requirements: (i) Contractor has submitted the application for payment; (ii) A/E has issued to Intermountain a Certificate recommending payment; (iii) Contractor has obtained conditional or unconditional waiver and release documents executed by all of Subcontractors performing work and/or providing materials covered by the Contractor's payment request; and (iv) Contractor has provided all "as-built" drawings to A/E sufficient for A/E to

compile and provide a final set of Record Drawings for each completed phase and for all portions of the Project for which a certificate of occupancy is issued. In no event will Intermountain be required to pay any disputed amount.

- b. Except as otherwise provided by law, if any payment is made more than thirty (30) Days after receipt by Intermountain of the applicable invoice (with any required documentation), the late payment will bear interest beginning on the thirty-first (31) day after receipt of the requested for payment at the rate of 1.5% per month.

GOVERNING LAW

Replace Section 11.6 of the General Conditions with the following:

11.6 Governing Law, Jurisdiction and Venue. To the maximum extent permitted by law, Kansas laws, excluding its conflict-of-law provisions, govern the Contract and both Intermountain and Contractor submit to the exclusive jurisdiction and venue of state and federal courts located in Kansas.

STATE SALES TAX EXEMPTION

Replace Section 11.19 of the General Conditions with the following:

11.19 State Sales Tax. To the extent Intermountain is exempt and Contractor is able to obtain sales tax exemption on purchases of material installed or converted into real property to be used by Intermountain, Contractor will assert and obtain such exemption and the Contractor will furnish each vendor with Intermountain's Tax exemption number.

DELETE THE FOLLOWING PROVISIONS

Replace Section 11.20 of the General Conditions in its entirety with the following:

11.20 Intentionally Omitted.

Replace Section 11.21 of the General Conditions in its entirety with the following:

11.21 Intentionally Omitted.