

The Medical Center Company

General Conditions for Construction Contracts

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Revision History

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-	Original Issue	9/1/98

1. Introduction

These Medical Center Company General Conditions supplement any project requirements indicated in the documents. Where a conflict occurs within the Documents, the most stringent or restrictive requirement shall be followed.

2. Definitions

1. "Member" means any of the nine University Circle institutions which the Medical Center Company serves.
2. "Documents" means these Medical Center Company General Conditions, the Medical Center Company Mechanical System Installation Requirements, the Medical Center Company Electrical System Installation Requirements, the Standard General Conditions of the Construction Contract, any supplemental general conditions, any technical specifications or drawings provided by the Medical Center Company to the Contractor, any bulletins issued during the bidding period, and any modifications issued after the award of the Contract.
3. "Contractor" means the party or parties performing the Work herein defined.
4. "Work" means all materials, equipment, and services engineering, design, scheduling, procurement, supervision, labor, and the performance of all things necessary and proper to construct, start-up, and make operable, the Project as described in the Documents.
5. "Project" means the total scope of the Work so designated in the Documents.

6. "Contract" means the construction contract for the work with the Contractor.

3. Use of Project Area

1. Clean-up and Waste Disposal

1. Contractor shall at all times keep Medical Center Company's premises free from accumulations of waste material or rubbish and upon completion of the Work, shall remove all tools, scaffolding, surplus materials and rubbish and leave the premises in a safe and proper condition. Remove all combustible debris and food waste daily.
2. Hazardous waste shall be handled and removed in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Unless otherwise agreed in writing, all such waste shall be removed daily. Contractor shall obtain Medical Center Company's prior written approval of all disposal sites, and shall submit evidence of disposal prior to submitting invoices for any Work involving disposal of hazardous waste.
3. Make provisions to keep streets and drives in the area of construction free of accumulation of mud, clay, gravel, and any other materials which vehicles or trucks may scatter onto these surfaces.

2. Inspection of Material and Workmanship

1. All work, including materials and workmanship performed, shall be subject at all times to inspection by Medical Center Company at any and all places where such part of the Work may be carried on; provided, however, that Medical Center Company shall not unreasonably interfere with the performance of the Work by Contractor. Neither Medical Center Company's right of inspection, whether or not exercised, nor any such inspection, shall relieve Contractor of its responsibilities for the proper performance of the Work.
2. With respect to any portion of the Work that is to be performed away from the Work site, Contractor shall notify Medical Center Company, in reasonable time, where such Work is to be performed and when it will be ready for inspection in order that such Work may be inspected from time to time before delivery to the Project site.
3. When requested by Medical Center Company, any part of the Work which was covered by Contractor without reasonable opportunity for inspection by Medical Center Company, whether done by Contractor or by a Subcontractor, must be uncovered for inspection at Contractor's expense.
4. All tests and inspections, if any, that may be required by public authorities shall be made by a properly qualified person or testing laboratory mutually acceptable to Contractor, Medical Center Company, and to such public authorities, and the results shall be certified as may be required by such public authorities and

copies delivered to both parties.

5. All items found to be defective or non-conforming shall be included in a punch list, and Contractor shall, at its expense, make all corrections indicated by the punch list and re-test or re-inspect, as appropriate, any portions of the Project so corrected. Such re-tests and re-inspections shall be subject to verification by Medical Center Company.

3. Keys

1. The Contractor will sign and be responsible for all keys issued to it by the Medical Center Company for the Medical Center Company's facilities. Where work is to be performed in Member facilities, the Contractor shall comply with that Member's key issuance procedures, including payment of all fees.
2. Should the Contractor fail to return the keys on the specified date, a \$25.00 fine will be assessed for each day the keys are not turned in. The Contractor will be charged \$100.00 for each set of keys that is lost. When keys are lost, it may be necessary to re-core all or part of the locks of the buildings. The Contractor shall be responsible for all costs incurred to complete the re-coring work, in addition to any previously described fines. Where the keys were issued by a Member, the Member's policy with regard to fines and other charges shall followed instead of the above.

4. Parking

1. Parking in the University Circle area is by permit only. The parking spaces surrounding the Medical Center Company's buildings are reserved for employees of Medical Center Company. The Contractor can make arrangements with University Circle, Inc. (parking office) for a temporary parking permit in one of its lots. The Contractor shall be responsible for obtaining proper parking permits for all vehicles, which will be parked at or near the job site. All costs for parking and for fines or towing charges to improperly parked vehicles are the responsibility of the Contractor.
2. The existing parking facilities on Medical Center Company property is for the exclusive use by employees. Construction worker's vehicles will not be admitted to these parking facilities. Parking for trucks and dumpsters shall be only in areas so designated by the Medical Center Company. Trucks must be removed from the premises during night hours, weekends and holiday unless work is performed during those periods.
3. The Contractor shall not park in any area not designated for vehicle parking unless the Medical Center Company has given permission to do so. It will be the responsibility of the Contractor to repair and/or reimburse the Medical Center Company for any damage to the Medical Center Company's property caused

by the Contractor vehicles.

5. Use of Existing Elevators

The use of existing elevators for material deliveries or removal of debris must be coordinated with the Medical Center Company. If a delivery is needed at a Member's building it must be coordinated with the building manager. Deliveries of materials and/or removal of debris may take place only during hours so designated by the building Medical Center Company or building manager.

6. Workers

Each Contractor shall maintain order and discipline among workers at all times. Contractor will remove immediately from the premises any person who does not comply with the provisions of the Documents as determined by representatives of the architect or Medical Center Company. Workers shall be limited to the construction area only.

7. Facility Operation

1. All Contractors and their employees shall bear in mind that their operations are within a working environment and noise, dust, and interference with normal operation must be kept to a minimum.
2. There shall be no use of air or electric hammer, continuous saw operation or other noisy equipment without prior permission and time arrangement with Medical Center Company or the Member's building manager, if applicable. Such noisy operations may not be allowed and quieter methods of necessity may have to be substituted.
3. Contractor shall coordinate scheduling or work with existing tenants so as not to create unusual conflicts with their existing work schedules.
4. Contractor operations in equipment areas that remain in use by Medical Center Company shall be limited to the work and material or equipment that will be used in one day only. Contractor shall not establish office or break areas in these equipment areas, and shall not use them as staging or storage areas for other parts of the Project.

8. Project Safety

1. Contractor shall be responsible for job site safety and shall comply with all applicable laws and regulations.
2. The Contractor shall keep at the site of the Work during its progress a competent project safety officer and all

necessary assistants. This project safety officer shall be present on site for all phases of the work. Contractor shall appoint a safety officer who shall have responsibility for safe operations on the job site.

3. Contractor shall comply with all OSHA regulations and Medical Center Company safety procedures. Pre-project meeting will be held prior to any work involving confined space entry, hot work, lockout/tagout, and electrical.
4. Contractor shall notify Medical Center Company in advance of any operations that may require Medical Center Company personnel that must be present in the work area or adjacent areas to wear personal protective equipment.

9. Asbestos Awareness

1. The Medical Center Company Asbestos Officer shall be consulted to indicate precautions that must be taken when working around these materials. Contractor shall comply with all requirements of the Medical Center Company when working around asbestos.
2. Medical Center Company shall be responsible for the removal of any asbestos containing material in the project area where necessary for the performance of the work.
3. Where the presence of asbestos containing material is known or suspected, no operations shall be performed without the authorization of Medical Center Company.
4. Where any asbestos containing material or suspected asbestos containing material is accidentally disturbed, Contractor shall cease operations in the area immediately and shall notify the Asbestos Officer. The Asbestos Officer shall arrange for the removal or protection of the damaged material if required.

10. Service Shutdowns

1. All service shutdowns shall be scheduled in advance with the Medical Center Company. Shutdown requests shall be made in writing and shall indicate the duration of the shutdown. Absolutely no shutdowns shall occur other than those specifically indicated in the Division 1 specification section.
2. All valves, disconnect switches, circuit breakers, etc. necessary to isolate the work area from the service shall be operated by the Medical Center Company.
3. Non-emergency service shutdowns shall be scheduled a minimum of two weeks in advance unless otherwise noted in the Documents.

4. Work during a service outage shall be scheduled by the Contractor so as to minimize the outage duration. To the greatest extent possible, pre-arrange rigging and fabricate piping or other systems to minimize outage time.
5. Temporary service provisions may be necessary.
6. Service shutdowns of less than 10 hours duration shall be performed between 6:00 p.m. and 6:00 a.m. unless otherwise indicated in the Documents or by the Medical Center Company. Longer service shutdowns shall be performed between 6:00 p.m. Friday and 6:00 a.m. the following Monday unless otherwise indicated in the Documents or by Medical Center Company.
7. Contractor is responsible for all provisions and equipment necessary to prepare the system for work, including, but not limited to, temporary draining provisions, temporary light and power, temporary covers including blank flange plates and insulating electrical blankets

11. Contractor Identification

The Contractor shall be responsible for ensuring that each of its employees, suppliers, agents, and subcontracted workers on the Work site have proper Contractor identification visible at all times. Where work is to be performed in Member facilities, the Contractor shall comply with that Member's identification procedures, including payment of all fees.

12. Temporary Facilities

1. The Contractor shall be responsible for all temporary utilities and facilities including, but not limited to water, light, power, telephones, toilets, and field offices unless otherwise agreed to by the Medical Center Company. Contractor is responsible for any damage caused to existing systems and for all associated charges except where otherwise noted.
2. Contractor may use existing 120 Volt receptacles. Contractor is responsible for all safety provisions required.
3. Contractor may use existing spare electrical connections in the construction area where designated by the Medical Center Company, for the connection of welding and other equipment. Contractor is responsible for the safe and proper connection and disconnection of this equipment including, but not limited to, removing and reinstalling panel fronts or covers, making and sealing panel openings, and furnishing appropriate fused disconnect switches. Each connection and disconnection shall be coordinated with Medical Center Company. In no case shall a connection or disconnection be performed without the review and approval of the Medical Center Company.

4. Water will be made available by the Medical Center Company, at no expense to the Contractor, from existing outlets at the pressure available. Contractor shall make connections to existing facilities using backflow protection and shall take measures to conserve water.
5. Contractor shall provide portable sanitary facilities as required. Existing facilities may not be used during construction operations.
6. Protection of existing systems

It is the sole responsibility of the Contractor to provide all barricades, signs, notices and protection of the Medical Center Company's property as well as adjacent property and property of Members on both new and existing work. In the event of any disturbance to the Medical Center Company's property or any adjacent property or property of Members, it is the sole responsibility of the Contractor to restore that property to its "as was" condition. This work shall include, but not be limited to structural, mechanical, electrical, landscaping, and all interior finishes including but not limited to floors, ceilings, walls, doors, lighting, etc.

13. Deliveries

Contractor shall be present at project site and to receive, unload, and store any material or equipment deliveries. Medical Center Company personnel will not receive any material or equipment and will reject all deliveries made when Contractor's personnel are not present.

4. Equal Opportunity Employment

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national or ethnic origin, age, handicap, disability, sexual orientation, political affiliation, or status as a disabled veteran or veteran of the Vietnam Era. Such action shall include, but not limited to the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these nondiscrimination provisions.
2. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national or ethnic origin, age, handicap, disability, sexual orientation, political affiliation, or status as a disabled veteran or veteran of the Vietnam Era.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective

bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 as amended and shall post in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulation and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity Employment conditions of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include all clauses 4.1 to 4.7 inclusive in every Subcontract or purchase order unless exempted by rules, regulation or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. Exemptions to the requirements of the above Equal Opportunity Employment conditions are construction contracts and subcontracts not exceeding \$10,000 and contracts and subcontracts with regard to Work performed outside the United States by employees who were not recruited in the United States.

5. Prevailing Wage

1. The Contractor acknowledges and agrees that all wages paid to laborers and mechanics employed by it on the Project shall be paid at not less than the prevailing wages for laborers and mechanics for each class of work called for by the Project, as determined in accordance with the requirements of Chapter 4115, Ohio Revised Code.

2. To the extent required by Section 4115.032, Ohio Revised Code, the Contractor shall comply, and shall require compliance by all its Subcontractors working on the Project, with all applicable requirements of Section 4115.03 through 4115.16, Ohio Revised Code, including, without limitation, obtaining from the Ohio Department of Industrial relations its determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, and ensuring that all its subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code.
3. The Contractor shall provide Medical Center Company, upon its request, with evidence, reasonably satisfactory to the Medical Center Company, that the Contractor is in compliance with the foregoing requirements. This evidence shall include, at a minimum, the preparation of certified payroll reports as required by Ohio Revised Code, Chapter 4115. In addition, an Affidavit of Compliance shall be provided for the Contractor and each Subcontractor prior to final payment.

6. Guarantee Bond

Prior to the commencement of the Work, Contractor shall furnish, if requested by Medical Center Company, a bond equivalent to 100% of the Contract amount covering the faithful performance of the Contract by Contractor and the payment of all obligations of Contractor arising hereunder. Medical Center Company shall pay all costs, expenses, and premiums required to be paid in connection therewith.

7. Insurance and Risk of Loss

1. Prior to completion of the Work or extra Work as applicable, the Work shall remain at the risk of Contractor. The Contractor shall be responsible for all loss or damage to the Work or extra Work and shall repair, renew, and make good, at its own expense, all such loss or damage whether or not due to the fault of Contractor. On completion and acceptance by the Medical Center Company of Work or extra Work, risk of loss or damage shall pass to Medical Center Company.
2. Contractor shall provide and pay for the following insurance:
 1. Worker's Compensation for occupational diseases and for injuries sustained by or death resulting to employees of Contractor and its subcontractors as required by law, including the laws of each state wherein any Work hereunder is performed and where employment contracts of such employees were made and, in addition, employer's liability insurance in the amount of not less than \$500,000. If Contractor or Subcontractor is self-insured, a certificate of the appropriate state agency of the State in which said labor is to be performed must be furnished by such state agency directly to the Medical Center Company.

2. Commercial general liability including completed operations and contractual liability coverage with not less than \$1,000,000 combined single limit per occurrence on all operations for bodily injury and property damage liability arising out said operations.
3. Automobile liability coverage (including coverage for owned, hired and non-owned motor vehicles) in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury or property damage liability.
4. Professional liability insurance with a limit of \$2,000,000, if applicable.
5. Umbrella liability policy in excess of coverage provided in paragraphs 7.2.1, 7.2.2, and 7.2.3 having a limit of not less than \$1,000,000.
6. For coverage in described paragraphs 7.2.2, 7.2.3, and 7.2.4 above, Medical Center Company shall be added as additional insured as respects work performed for Medical Center Company. Contractor's insurance policies providing the required coverage shall be endorsed to provide that the coverage is primary to any coverage carried by Medical Center Company. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Ohio.
7. Contractors and subcontractors are to furnish a Certificate of Insurance to Medical Center Company for the insurance policies identified in 7.2.1 through 7.2.6 promising Medical Center Company at least twenty days written notice in the event of cancellation.

8. Legal Compliance, Permits and Regulations

1. All building permits and all other permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor at its expense.
2. Contractor and suppliers, including subcontractors, are unconditionally required to comply with all local, state, and federal ordinances, codes, acts, regulations, and laws.

9. Laws/Liens

Contractor shall promptly pay for all materials, supplies and labor. To the extent it is legally possible to do so, Contractor waives on behalf of itself, and its suppliers and subcontractors and their respective employees, the right to file any lien. The Contractor shall take such action and execute such documents as in Medical Center Company's opinion are required to effect this provision. Contractor shall immediately satisfy and discharge and shall indemnify and hold harmless Medical Center Company against all liens, claims, demands or legal proceedings arising out of actual or

alleged acts or omissions of Contractor in relation to the Work and the Contract and the performance thereof. The Contractor shall provide a waiver of lien, in form and substance satisfactory to Medical Center Company, for itself and its Subcontractors and suppliers.

10. Method of Payment

1. Payments shall be made by Medical Center Company to Contractor in accordance with the Contract. No partial or final payment made by Medical Center Company shall be construed as a waiver of any breach hereof by Contractor or as any acceptance of defective portions of the Work or of any of the Work which is not executed in accordance with the Contract. By accepting final payment, Contractor extinguishes any claims Contractor has previously made in writing which remain unsettled at the time final payment is made.
2. Invoices for services ordered, delivered and accepted by the Medical Center Company shall be submitted by the Contractor directly to the payment address shown on the Contract Documents. All invoices must show the Medical Center Company purchase order number that has been assigned for the Work in order to be processed.
3. Any payment terms requiring payment in less than 45 days, will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

11. Retainage

Payments due to Contractor under the Documents to the extent of ninety percent of the value of labor and materials incorporated into the Work. The reserve balance of ten percent will not be paid to the Contractor until thirty days after the final completion and acceptance by the Medical Center Company of the Work.

12. Taxes

The Medical Center Company is tax exempt; therefore, the Contractor shall not include in its proposal sales taxes or use taxes and will be held responsible for payment of all taxes of whatever character and description.

13. Termination of Contract

1. Medical Center Company may terminate, in whole or in part, Contractor's further performance and Medical Center Company's obligations at any time upon written notice to Contractor. Upon such termination, Contractor shall be entitled to all of its out-of-pocket costs plus a fairly negotiated reasonable amount for overhead and profit through the date of termination. Contractor and Medical Center Company understand that, in the event of termination, Contractor's out-of-pocket costs may include costs incurred subsequent to and as a result of, such termination. In

no event shall Contractor be entitled to receive further unrealized profits as a result of such termination. Contractor shall:

1. Stop Work on the effective date of the notice of termination;
 2. Place no further order or subcontract for materials, services, or facilities;
 3. Terminate all orders and subcontracts;
 4. Upon receipt of all moneys due to the Contractor hereunder, transfer title to Medical Center Company all work in progress, completed work, supplies and/or other material produced as part of or acquired in connection with the performance of the Work;
 5. Deliver to Medical Center Company such completed or partially completed plans, drawings, and other information which, if the Contract had been completed, would have been required to be furnished (or returned) to Medical Center Company; and
 6. Deliver to Medical Center Company a list of suppliers and subcontractors that have been furnished material, equipment, or services in connection with the Work.
1. If Contractor shall persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper materials for the diligent prosecution of the Work or shall fail to make prompt payment to its Subcontractors for materials or labor, or shall disregard laws, ordinances, rules, regulations, or the instructions of the Medical Center Company or shall otherwise be in breach of any provision of the Contract, then Medical Center Company, without prejudice to any right or remedy it may have, may terminate the Contract and employment of Contractor upon ten (10) days notice and may take possession of the Project site and of all materials, tools and appliances thereon and may finish the Work by any method it may deem expedient. In the event of such termination, Contractor shall abide by the above 1 through 6.

1. Time of Completion

Time is of the essence for the completion by Contractor of all obligations under the Documents and Contractor shall complete the Work in accordance with the Documents so that, subject only to the performance by Medical Center Company of those obligations to be performed by it. The Work is to be completed no later than the date for completion set forth in the Documents. Contractor agrees to plan and perform the Work in a manner to effect the minimum interference with other Contractors working in the area, and Contractor shall not interfere with operation of Medical Center Company's facilities except as otherwise specified within. Contractor further agrees that it will exercise its best efforts to avoid and minimize labor disputes (including jurisdictional disputes) and disruptions on Medical Center Company's

premises.

2. Miscellaneous

1. Project Meetings

1. Before starting any work, Contractor shall meet at the site with the Medical Center Company's representative to review the Work. Progress meetings will be held weekly at the direction of the Medical Center Company. Contractor and any subcontractors working at the job site or having operations on the job site within two weeks of the meeting date shall have a representative in attendance. The representative shall be the project manager, job superintendent, or officer of the firm.
2. The purpose of the meeting is to review the status of the work and the schedule and to inform all parties of the anticipated work schedule.

2. Public Relations

All details of the Contract Documents are confidential and are not to be released by Contractor, its employees, or its subcontractors without express written approval by Medical Center Company.

3. Subcontractors and Suppliers

Medical Center Company has the right to approve all subcontractors employed for Work and suppliers of all items of material and equipment to be incorporated in the Work. All subcontractors and suppliers shall be subject to the terms and conditions of the Contract and Contractor shall cause such terms and conditions to be included in all subcontracts. Medical Center Company, at its discretion, may require the Contractor to provide Medical Center Company with the form (without prices) of any subcontract or other agreement with any subcontractor or supplier before the same is awarded.

4. Supervision

The Contractor shall keep at the site of the Work during its progress a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to the Medical Center Company. Medical Center Company reserves the right to reject Contractor's construction superintendent and project management personnel if they are unsatisfactory to Medical Center Company, and upon such rejection Contractor shall designate and provide competent successors. This project manager shall be present on site for all phases of the work and shall not be replaced without prior approval of the Medical Center Company.

5. Overtime

Any Work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Medical Center Company; except as may otherwise be agreed upon in writing by and between contracting parties.

6. Independent Contractor

Neither the Contractor nor its employees shall be employees of The Medical Center Company, but the Contractor shall be an independent contractor. Nothing in the Documents shall be construed as authority for the Contractor to make commitments which shall bind the Medical Center Company, or otherwise act on behalf of the Medical Center Company, except as Medical Center Company may expressly authorize in writing.

7. Assignment

The Contractor shall not assign the Contract or any of the Documents or any of its obligations thereunder, nor shall it make an assignment or pledge of any of the moneys to be received by it from Medical Center Company hereunder, unless it shall have procured the prior written consent to such assignment or pledge.

8. Indemnification

Contractor expressly agrees to protect, defend, indemnify, and save harmless Medical Center Company and Members and their employees, trustees, and agents from and against any and all liability, loss, damages, costs and expenses of every character whatsoever (including attorney's fees), claims, actions, suits, fines, penalties, and demands for any loss or damage to property or injuries to persons, including death, sustained by Medical Center Company, any Members, Contractor, their agents or subcontractors or their respective employees trustees and agents or by any person, caused by resulting from, arising out of, or occurring in connection with the performance of the Work or any extra Work or the furnishing of material by Contractor or any of its agents, servants, subcontractors, invitees, licensees or their respective employees under the Contract, provided however, that such indemnification shall not apply to third party claims resulting from the identification of hazardous materials through no fault of Contractor, or to injury, damage or loss to the willful misconduct of Medical Center Company. In the event of any such claim, suit or demand of any kind, Contractor agrees to assume at its expense, on behalf of the indemnified person or persons and at its demand, the defense of any action at law or in equity which may be brought against the indemnified person or persons and to pay on behalf of the indemnified person or persons, the amount of any judgement that may be entered against the indemnified person or persons.