

EXHIBIT B.1

CONSTRUCTION MANAGER'S UNIFIED GENERAL CONDITIONS

TO BE INCLUDED WITH ALL SUBCONTRACT AGREEMENTS

SEE EXHIBIT B.2 FOR TRADE CATEGORY SPECIFIC SCOPE

Construction Manager: Walsh Construction Company II LLC
Walsh Project # – 223026

Project Name: **Cancer Treatment Center & Advanced Ambulatory Center**

Owner: **University of Kentucky HealthCare**
Owner Name: UK Healthcare Cancer Treatment Center & Advanced Ambulatory Center
Owner Location: University of Kentucky Campus
Lexington, Kentucky

WHILE EACH SUBCONTRACTOR'S SPECIFIC SCOPE OF WORK WILL BE PROCURED THROUGH UNIVERSITY OF KENTUCKY THROUGH SEPARATE BID PACKAGES AND TRADE CATEGORIES EACH SUBCONTRACTOR WILL BE RESPONSIBLE FOR COORDINATION WITH THE PROJECT AS A WHOLE.

The Subcontractor shall implement the following Construction Manager Unified General Conditions (CUGC) in accordance with this Subcontract Agreement and its Exhibits including, but not limited to, the following:

1. SAFETY:

1. Mandatory fall protection/prevention while working 6'-0" above adjacent surfaces is required and will be strictly enforced.
2. Subcontractor is responsible for the installation and maintenance of all safety systems to protect workers from hazards created by the work of this subcontractor.
3. Subcontractor shall maintain, re-install and remove when applicable, cable guardrails or rigid fall prevention when it interferes with the final installation of this subcontractor. Subcontractor shall be responsible to meet the applicable standards and requirements the cable guardrails or rigid fall protection once Subcontractor's scope of work has commenced.
4. Subcontractor will complete a Task Hazard Analysis (THA) prior to the start of each shift, daily while performing any work and submitted to the Construction Manager. Subcontractor shall complete a THA after break, lunch or prior to any change in condition or change in a

craft person or crew's activity throughout the shift. Subcontractor shall utilize electronic devices to complete the THA as applicable.

5. Subcontractor shall verify all their onsite employees have attended the project Site Specific Safety Orientation and security registration process before commencement of work.
6. Subcontractor personnel will implement and practice the Construction Manager's Stretch & Flex program daily while present on site.
7. Subcontractor shall provide and take all necessary means to maintain traffic control and patterns always open. This includes but is not limited to: Competent flagger (Certified/Qualified per MUTCD/ATSSA) with all required PPE and equipment.
8. Subcontractor shall provide floor penetrations (box outs, sleeves, etc.) required for their work and shall coordinate locations with the Construction Manager and other trades. Subcontractor shall infill the floor penetrations to achieve the floor's rating with a UL tested assembly.
9. Subcontractor shall provide its own site-specific safety plan and all SDS sheets for the project. The Subcontractor shall adhere to the Safety Plan in accordance with Exhibit G in its entirety.
10. Subcontractor to comply with all safety rules and procedures included in the Construction Manager's Site-Specific Safety Plan (SSSP), including but not limited to GFCI inspections, scaffold inspections, six-foot (6) fall rule, equipment inspections, crane lift-planning, critical pick planning, and conducting and documenting safety meetings required by the SSSP (i.e., toolbox talks, safety huddles, risk assessment, etc.).
11. Subcontractor must always have a competent person with 30-hour OSHA training on site when work is being performed by Subcontractor and/or parties under contract with Subcontractor. Subcontractor and its affiliates' personnel must be minimum 10-hour OSHA trained to work onsite.
12. Subcontractor personnel must wear 100% PPE including but not limited to a hard hat, safety glasses, work boots and gloves always while onsite, including entering the jobsite and exiting the jobsite. Subcontractor's personnel must wear the appropriate cut level rated gloves for the task being performed. Subcontractors will supply the appropriate gloves to their own trades people for the type of task they are performing. Subcontractor craft labor and management staff are required to always wear a minimum cut level 6 glove while on site.
13. Subcontractor personnel must wear appropriate cut level sleeves rated for all tasks being performed for in-wall rough-in and above ceiling work.
14. Subcontractor shall enforce 100% participation by any employee or Subcontractor's lower tier subcontractor to the 100% PPE policy, including but not limited to, hard hat, safety glasses, work boots and glove policy. This includes all employees, foremen, supervision, vendors, visitors, and management while on the project site, staging areas, laydown areas

or other non-office environments associated with the project. Gloves are required to be provided by the employer and be appropriate for the tasks of the employee.

15. Subcontractor shall, at a minimum, have their employee attend a re-orientation session provided by the Construction Manager every six months (6) of continuous work on the project or after a twenty (20) calendar day absence from the project.
16. Subcontractors shall utilize automatic retractable utility knives on the project only. Subcontractor is responsible to determine the automatic retractable utility knife and provide the tool to its trades people. **"Box cutters" are prohibited.**
17. Subcontractor is responsible to provide all necessary precautions to eliminate public endangerment, related to Subcontractor's activities.
18. Subcontractor shall comply with the Construction Manager Water Release, Mold Prevention Program plan, and ensure that worker is performing activities on a company project site can demonstrate an ability to communicate water release or mold growth concerns to the Project Manager. Furthermore, subcontractors shall ensure that building materials brought onsite are free from unusual moisture and all mold growth. Any materials abnormally wet, or exhibiting signs of mold growth, shall not be used until dried, treated, or replaced. A copy of the Construction Manager Water Release and Mold Prevention Program is available upon request to the Project Manager.
19. Subcontractor's folding/rolling scaffold (painter scaffold) shall be fully planked at the first step and planks secured to prevent movement. The working height step shall have a minimum of two planks which are to be secured to prevent movement. Wheels and or casters must be locked while the scaffold is in use. All mobile scaffolds shall be inspected daily by Subcontractor's competent person prior to each use.
20. Subcontractor/Seller shall be responsible to ensure that each baker type scaffold and baker type scaffold system used by the Subcontractor/Seller will provide standard guardrails and toe boards on scaffolding whenever the scaffold platform height is greater than 4' above the floor. When performing vertical wall work and the scaffold is less than 10" from the working wall the guardrails and toe boards will not be required on the working side. All scaffolds shall be inspected daily by Subcontractor's competent person prior to each use.
21. Subcontractor shall be required to assign an individual and participate in the Construction Manager's Craft Leadership Safety program, including but not limited to attending meetings, site walks and inspections, etc. Subcontractor shall be responsible for the participant's cost. Participation in the Craft Leadership Safety program shall not relieve Subcontractor of any other safety obligations.
22. Subcontractor/Vendor shall furnish, install, and remove a minimum 12'-0" non-climbable enclosure around the base of all tower crane assemblies and any other access/tie-in points from the tower crane to the building.

23. Subcontractor/Vendor shall furnish, install, and remove a minimum 12'-0" non-climbable enclosure around the base of all material hoist assemblies and any other access/tie-in points from the material hoist to the building.
24. Subcontractor shall complete daily inspections for drywall carts, flat carts, and any material handling equipment prior to its use, every day that the cart or equipment is used. Drywall carts, flat carts and material handling equipment shall have an inspection tag affixed to the cart or equipment designating the daily inspection has been completed.
25. **Subcontractor shall store and secure all materials in a horizontal position. Storing or staging materials vertically is prohibited.** Subcontractor shall secure all materials to material handling equipment while transported.
26. Subcontractor shall periodically participate in the Construction Manager's Emergency Response drill throughout the project's timeline. Construction Manager shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
27. Subcontractor's Competent Person shall participate in the Construction Manager's Daily Activity Briefing (DAB) throughout the project's timeline. Construction Manager shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
28. Subcontractor's Safety Manager shall participate in the Construction Manager's weekly project safety inspection throughout the project's timeline. Construction Manager shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
29. Subcontractor shall coordinate and install an engineered anchor system, stamped by a Professional Engineer licensed in the state of the project's locale, into the elevated cast-in-place decks or composite deck to be used as fall protection in locations posing exposure to falls where normal PPE is inadequate. Subcontractor shall determine the locations and report to Construction Manager for information only.
30. Subcontractor shall utilize Construction Manager's safety software and electronic reporting system.
31. Subcontractor shall provide an engineered system, stamped by a Professional Engineer licensed in the state of the project's locale, for any temporary erecting aides and falling hazard protection including but not limited to precast, temporary equipment or devices, temporary assemblies, concrete formwork, structural steel, edge protection, debris netting, change in conditions, structural repairs, enclosures, or material handling, etc. Subcontractor shall determine and coordinate the temporary aides and report to Construction Manager for information only.
32. Subcontractor will have a dedicated on-site safety professional which meets the minimum qualifications as listed below while performing work onsite. Documentation of certifications/credentials shall be submitted to and approved by Construction Manager Safety Management prior to any mobilization. The dedicated safety representative will

coordinate the Subcontractor's scope of work with Construction Manager Safety Management on a regular cadence.

Each Subcontractor dedicated on-site safety professional shall be subject to Construction Manager acceptance based on experience, training, and credentials. The Subcontractor safety representative may be removed from the project at the discretion of the Construction Manager.

Total workers per project*	Certification/Credential
1-12	(1) OSHA 30-hour trained Supervisor (dual role)
13-24	(1) STS-C (Full-Time dedicated role)
25-75	(1) CHST (Full-Time dedicated role)
76-199	(1) CHST and (1) STS-C (Full-Time dedicated roles)
200-299	(1) CHST and (2) STS-C (Full-Time dedicated roles)
300+	Add (1) STSC for every 100 workers above 299
300+	Add (1) CHST for every 300 workers above 299
<i>*Total workers per project includes tier subs working under Subcontractor</i>	

If Subcontractor cannot meet the requirements noted in above table, Construction Manager will assign an individual with the required credentials as noted. Subcontractor will be responsible for costs, including labor, burden, and fringes, until Subcontractor has met the requirements.

- i. Subcontractor's with an EMR over 1.0 shall provide a safety professional at the next higher tier of requirements.
- 33. Subcontractor using aerial/scissor lifts owned by, rented by, or otherwise under the control of the Subcontractor, shall be trained by a qualified, designated competent person before being allowed to operate the lift. Subcontractors using aerial lifts without their own company policy shall also be trained. These trained employees will be designated by an operator's decal to be worn on their hard hats and shall be the only employees allowed to operate the lifts. Subcontractor shall determine and coordinate the training and training report to Construction Manager for information only.
- 34. Subcontractor is responsible for establishing Controlled Access Zones for work installed by this subcontractor.
- 35. All aerial lifts shall have anti-crush devices installed prior to coming on site.
- 36. Dry cutting or grinding of concrete is prohibited.
- 37. Each Subcontractor shall insure that all of its employees and sub-tier employee's hard hats and other visually identifiable PPE indicate the name of their employer with consistent branding and labeling aligned with the name of the prime Subcontractor.
- 38. The Subcontractor shall furnish a minimum of one (1) fire extinguisher, which, always within the immediate areas where work is being done. The extinguisher should be adequate and

- suitable for the class of fire likely to be caused by the subcontractor's operations. Additional fire extinguishers shall be provided in accordance with applicable safety standards. A subcontractor fire-watch person may be required depending on the activity and any applicable hot work permit for the activity or an area of the project.
39. Subcontractor to provide documentation showing that their employees have been properly trained on the tools and equipment that will be used on this project.
 40. Subcontractor is responsible for its own traffic control management and implementation with qualified and competent personnel that may be required outside of the established project traffic control.
 41. Subcontractor is not to leave open trenches overnight unless fully protected and coordinated with the general Construction Manager. All trenches and excavations will require barrier and caution tap.

2. QUALITY:

1. Subcontractor shall provide its own project specific QAQC Plan and adhere to the Project QA/QC Plan in accordance with Exhibit M in its entirety.
2. Subcontractor shall maintain two sets of as-built drawings during construction. These as-built drawings will be kept in the Subcontractor's possession and updated daily. When the Subcontractor produces drawings by computer aided drafting, the Subcontractor shall also submit electronic data files compatible with AutoCAD computer software. Failure to provide required information will be considered a delinquency, therefore, Construction Manager shall execute all rights characterized in Exhibit A.
3. Subcontractor shall furnish all labor, materials, and equipment in constructing mock-ups for all exterior assemblies and various interior rooms at the direction of the Construction Manager until the mockup(s) is approved by the Construction Manager and/or Architect or Owner.
4. Subcontractor shall furnish all labor, materials, and equipment necessary to construct in-place mockups for all interior finish conditions in accordance with the Contract Documents. This requirement shall prevail for all interior finish conditions and assemblies in accordance with, and as scheduled, in the Contract Documents. In-place interior mock-ups shall be approved by the Construction Manager, Architect and Owner. Once each in-place interior mock-up has been approved by all parties via formal mock-up sign off checklist [to be developed by Construction Manager and approved by Architect and/or Owner], the approved conditions shall add to, but not eliminate, all other quality requirements and standards required for all future installation(s) for the duration of the project. Any future installations not meeting the standard established by the approved in-place interior mock-up shall be replaced by Subcontractor at no additional cost or time extension.
5. Subcontractor shall be responsible for costs of having all couplings and grooved fittings installed by their workforce inspected and certified by the coupling and fitting manufacturer. Subcontractor shall engage in a third-party inspection service if the manufacture cannot adhere to this policy. Certification of couplings and grooved fittings shall also be in

accordance with current NFPA standards and accepted by Authority Having Jurisdiction (AHJ), when applicable. Subcontractor shall have couplings and grooved fittings certified in line with the project schedule, as established by the Construction Manager. Subcontractor shall furnish to the Construction Manager a written report from the manufacturer which states that all joints and couplings are properly installed and have been certified.

6. Subcontractor shall ensure that all wet fire sprinkler systems exposed to potential freezing temperatures remain dry throughout construction. These systems shall be air tested only until permanent building heating systems have been established. Frozen or otherwise damaged heads/ pendants/ utilities/ shall be replaced by Subcontractor.
7. Subcontractor shall furnish to Construction Manager a sample building automation graphics and trending report within ten (10) working days of Subcontractor's mobilization to the jobsite. Subcontractor shall coordinate with the building Owner, in advance of sample report submission, to gain an adequate understanding of any Owner requirements and compliance with Owner standards for the building automation system.
8. Subcontractor shall furnish and install rated putty pads within all wall and ceiling assemblies including pre-manufactured headwalls for Subcontractor scope of work (furnished by others). In the absence of fire/smoke rated wall assemblies, acoustic rated putty pads shall be provided to meet the design's sound transmission decuples, such as in back-to-back patient room configurations.
9. Subcontractor shall provide silicone-based, water repellent fire sealant at all horizontal surfaces and penetrations as required within the Contract Documents, Subcontractor shop drawings and Building Information Model (BIM).
10. Subcontractor shall provide all proper, code compliant, fire/smoke/acoustic sealants at any/all penetrations through fire/smoke/acoustic rated wall assemblies to maintain the fire and/or smoke rating of each wall type and acoustic ratings, as required or specified by the Contract Documents.
11. Subcontractor shall provide a detailed work plan for all definable features of work included in their respective scopes of work to the Construction Manager prior to commencement of work activities. Submitted work plans shall adhere to the work planning requirements as specified in Exhibit M of this subcontract agreement.
12. Subcontractor shall use software designated by the Construction Manager to track and manage Quality issues, damages, and deficiencies.
13. Subcontractor will be required to participate in the management and have responsibility to correct, repair, replace, and resolve items that subcontractor is responsible for.
14. PROTOTYPE ROOMS, The Subcontractor shall provide materials and installation for the prototype rooms to be installed within the new hospital ahead of the normal construction schedule. These prototypes shall be constructed in accordance with the Contract Documents and include all selected finishes and equipment for these spaces. These prototype rooms will set the standard for workmanship and finishes for the balance of the tower project.
15. TESTING AND INSPECTIONS

- a. Subcontractor shall be responsible for obtaining all required inspections through the Construction Manager, local municipality and/or Authority Having Jurisdiction (AHJ) concerning the Subcontractor's Scope of Work.
- b. Subcontractor shall provide all documentation required by the State Department of Health or Authority Having Jurisdiction for their work. In addition, Subcontractor shall coordinate and participate in all review of the documents, shop drawings, submittals, or other required meeting to assist the Construction Manager / Construction Manager in the performance of the contract.
- c. Subcontractor shall provide on-site manpower, familiar with the project, for all inspections. This manpower shall be available to answer questions by the Construction Manager and provide immediate repairs or corrections during the inspection. Inspections include but are not limited to pre-backfill, pre-pour (concrete), in-wall, above ceiling, pre-punch list, punch list, non-conformance, final acceptance, and warranty review inspections.

3. SCHEDULE:

1. The Subcontractor shall follow the schedule, phasing, and project logistics requirements as detailed in Exhibit L. The subcontractor shall also follow the more detailed scheduling criteria in this Exhibit B. The more stringent scheduling criteria of Exhibit L or Exhibit B shall govern.
2. Subcontractor is responsible for multiple mobilizations to meet and comply with the scheduled phasing and sequence of the project.
3. Subcontractor shall include costs and workforce as necessary to maintain the project schedule. The Subcontractor shall submit a manpower loaded schedule or a daily manpower projection for the entire project. The submittal of this manpower loaded schedule or manpower projection shall be a prerequisite to receipt of the first payment.
4. Subcontractor to provide a three week look ahead to the project superintendent on a weekly basis. Subcontractor shall attend the weekly Pull Planning Meeting (detailed look-ahead schedule meeting). Subcontractor shall attend weekly foreman's meetings as necessary to coordinate and complete the work.
5. Subcontractor shall provide a detailed listing of all major material and equipment. Submittal list shall include target submittal date and lead time (in weeks) for fabrication, manufacturing, and delivery of each item after approval.
6. Shop Drawing Durations:
 - a. Subcontractor shall submit complete shop drawings 10-working days after award of subcontract award or as per the approved project schedule.
 - b. Time frame for shop drawing revision and resubmission as per consultant and/or Construction Manager request not to exceed 5-working days, or as per the approved project schedule.
7. Fabrication Durations:
 - a. Subcontractor shall complete all fabrication within 5 working days from approval of Shop Drawings.
 - b. Subcontractor shall provide a fabrication schedule that provides for uninterrupted installation on the project site.
8. Work Schedule and Work Sequencing:

- i. This subcontractor to fully mobilize within 5-working days of advanced notice from the Construction Manager.
 - ii. It is understood that scheduling may require temporary omissions of portions of the Contract work at locations to be determined by Construction Manager. All patching, repairs, fill-in, and "comeback" work as related to the proper completion of this Subcontractor's operation shall be completed at the direction of the Construction Manager and are included as part of this contract.
 - iii. Subcontractor to provide any necessary material and labor out of schedule sequence to complete the mock-up requirements as it applies to this subcontract and related specification sections.
 - iv. Subcontractor includes all premium time or shift work necessary to maintain the Contract Schedule due to non-performance by this Subcontractor.
9. Subcontractor includes as many 8-hour Saturday workdays required to meet project schedule and make up rain days as defined in Owner Contract, which includes 9 days per month. Saturday work shall be comprised of an average count of manpower (mixed trades as applicable), equipment, and other support items.
10. FIELD MEASURING. If Subcontractor's work requires field measuring, the Subcontractor's schedule shall provide appropriate time for field measuring and fabrication.
11. Participation in the Last Planner® System of Project Planning and Scheduling Construction Manager will be implementing the Last Planner System® (LPS®) of production control for scheduling and planning delivery of the project. LPS® is a systematic method of soliciting and incorporating the input of project trade foremen (AKA "The Last Planners®") to create a plan that is thoroughly vetted and a schedule that is reliable and updated by the Last Planners® on a daily and weekly basis. All Trade Contractors and significant vendors are expected to fully participate in LPS® as facilitated by the Construction Manager. Contractual expectations of the trades and vendors include:
 - a. Full participation in all planning meetings by the appropriate level of representative of the Trade or Vendor as a member of the project team. This consists of:
 - i. A Project Kickoff Planning Session (4-8 hours usually requiring Project Management level representatives who can make decisions regarding labor) where the team will:
 1. Validate the CPM schedule with a collaboratively developed Milestone plan to validate the project execution strategy;
 2. Identify appropriate milestones to break the project work into phases and then collaboratively develop a "Phase Pull Plan" for the next project phase (approximately 2-4 months of work);
 3. Create a 6-week look ahead schedule that has daily written activity tags for each task being performed, using the Phase Pull Plan as a reference.
 - ii. Daily Huddles (5-15 minutes daily with trade foremen) where the team will confirm:
 1. What work did you complete yesterday?

2. Are you on track to complete today's planned work?
3. Do you need anything for the work planned for tomorrow?
- iii. Weekly Work Plan Update Meeting (30-60 minutes weekly with trade foremen, usually in place of or at the weekly foremen's meeting) where the team will collaboratively confirm and plan:
 1. What work did you accomplish last week? What is the team's Percent of Promises Complete? What are the root cause reasons for any work not performed as planned?
 2. What work should be planned over the next 6 weeks?
 3. What work can be planned over the next 6 weeks, including what constraints will keep you from completing that desired work?
 4. Based upon 1-3 above, what work will you accomplish in the coming two weeks.
- iv. Regular Phase Planning Session (2-3 hours with trade foreman and project management level representatives as necessary) where the team will:
 1. Select the next appropriate phase of work to plan and then collaboratively develop a "Phase Pull Plan" for the next project phase (approximately 2-4 months of work).
- b. The total quantity of Phase Planning Sessions will vary based upon the length and complexity of the subcontractor's scope of work.
- c. The production plan for the project and each phase will be created using the "pull" technique, starting from the milestone at the end and working backwards to the start of that particular phase.
- d. The project team will work together to optimize the opportunity to design the production system or align the design of the production system
- e. Tasks that are completed in the current week are statused as either complete or not complete and represented publicly on a Percent of Promises Complete (PPC) chart that tracks the reliability of team commitments over time. PPC by trade is not displayed publicly. The goals are:
 - i. To have planning reliability that is consistently 80-90% (measured weekly), or substantially in excess of the industry average PPC of 54%;
 - ii. The team will use the 5-Why or Root Cause Analysis process to determine the root cause for tasks that are not executed as planned. These root causes will also be tracked over time to identify and act on trends that affect the team's ability to reliability commit and complete project work.
 - iii. Regular assessments of the team's use of the Last Planner® are to be made to ensure continued improvement of behaviors, process, discipline, tools. This will be done by soliciting feedback from team members of What is Working and What is Not Working, although suggestions for improvement will be accepted gratefully at any time.
 - iv. We view partners whose personnel have experience using the Last Planner System® as valuable contributors when it comes to facilitating the regular collaborative planning sessions required by the session and

recognizing opportunities for continuous improvement. Your experience and leadership are an invaluable resource.

4. COORDINATION:

1. Subcontractor shall provide sufficient resources and labor, including attendance at scheduled coordination meetings, to fully coordinate Subcontractor's scope of work with the work of other subcontractors. Subcontractor shall provide supervision for all shifts by a person with authority to make decisions to perform their scope of work.
2. Layout of work provided by this Subcontractor is included. Two gridlines in each direction and two benchmarks will be established by the Construction Manager for use by all subcontractors. Benchmarks shall be used as the working point for interior and exterior elevations.
3. Subcontractor to provide daily control of dust and clean-up of all material and tools. All excess material and trash to be delivered to dumpsters daily as describe within this Agreement. The dumpsters are located at the exterior of the project and the Subcontractor is expected to transport its debris to this dumpster.
4. Subcontractor shall include cutting and coring as necessary for their work. Subcontractor is responsible to locate and identify all utilities that could be affected by the Subcontractors cutting or coring work. This identification includes x-ray inspection, as necessary. Subcontractor shall gain approval from the Construction Manager before any cutting or coring of concrete slabs or walls.
5. Subcontractor shall coordinate all down time or interruption of existing systems with the Construction Manager per the contract documents.
6. Subcontractor shall accept all working surfaces prior to commencement of work. It is the duty and responsibility of the Subcontractor to properly inform the Construction Manager of any working surface that is rejected. If the Subcontractor proceeds with the working surface without properly informing the Construction Manager, no tickets will be signed to make the working surface acceptable.
7. Subcontractor shall provide copies of all material delivery tickets with the daily reports.
8. Subcontractor is responsible for all costs related to logistics issues and site access. This includes but not limited to: Delivery scheduling, trucking permits, interference with public way, street closing permits, overtime deliveries, off-site storage, etc.
9. Onsite storage is not guaranteed. Subcontractors should schedule material deliveries just in time for installation.
10. Subcontractor shall include any hangers necessary to carry any imposed loads on their work, including stamped calculations and drawings by a licensed engineer for approval by the project engineer/architect of record.

11. Subcontractor shall be responsible for all costs associated with the patching of spray fireproofing, should the Subcontractor be negligent in the amount removed during installation of their work.
12. Subcontractor shall provide on-site manpower, familiar with the project, for all inspections. This manpower shall be available to answer questions by the Construction Manager and provide immediate repairs during the inspection.
13. Subcontractor shall complete any required demolition of their systems or utilities as defined in the contract documents. Subcontractor shall turn over equipment as specified. All other materials are to be removed from the job site.
14. Work to be done in existing facility must be coordinated and scheduled with the Construction Manager and conform to all infection control requirements of the facility. Damage to the finished conditions shall be the responsibility of the subcontractor. Care should be taken to minimize disruption to the facility and its occupants.
15. Subcontractor shall proceed with finished materials before a water-tight condition exists at their own risk. If sequencing requires installation of finish materials to create a water-tight condition, these materials shall be protected by Subcontractor until a water-tight condition occurs.
16. Any infection control barriers removed, opened, or penetrated by Subcontractor shall be returned to original condition or fire-caulked immediately to maintain separation of construction to operating facility. Any work done within the operating facility shall have all debris cleaned up immediately by Subcontractor.
17. Subcontractor shall provide and place all required quantities of attic stock and cabinets in a location designated by the Owner. A 1% retainage shall be withheld from the contract sum (separately for the project retainage) until all attic stock materials are submitted and approved.
18. Subcontractor shall be responsible for obtaining all required inspections through the local municipality and/or Authority Having Jurisdiction concerning the Subcontractor's Scope of Work (SOW).
19. Subcontractor shall provide all labor, material and equipment needed to complete activities on off-hours as required and determined by the facility staff and leadership concerning shutdowns.
20. Subcontractor shall provide all access doors (rated and/or non-rated) as required per the contract documents or because of the MEP coordination process. Installed by Drywall Subcontractor.
21. Subcontractor shall provide all labor, materials and equipment included regarding the testing of systems for routine, periodic, and the final inspection preparations. The process will be directed by the Construction Manager.

22. Subcontractor shall furnish the appropriate labor, equipment and software concerning the Building Information Modeling (BIM) coordination process. Reference Exhibit J.
23. Subcontractor shall coordinate, through the Construction Manager, the drawings and installation of all works related to this trade and any other Subcontractor as required for a complete installation of this Subcontractor's scope of work.
24. Subcontractor will be held responsible for the repair and/or replacement of any damaged scope of work items caused by their own negligence.
25. The Subcontractor shall maintain strict confidentiality of all proprietary and financial information concerning the Owner, Construction Manager, and the Project. Subcontractor shall not disclose any such information, except as necessary to perform the services hereunder and otherwise only with the prior written consent of the Construction Manager, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Subcontractor from establishing a claim or defense in an adjudicatory proceeding. No news release, public announcement, denial, or confirmation of any information concerning the Owner, Construction Manager, or Project shall be made by the Subcontractor without prior written consent of the Construction Manager, which consent may be withheld in its sole and absolute discretion. All media and third-party inquiries shall be directed to the Construction Manager.
26. Subcontractor shall coordinate work with trade contractors working on adjacent and or connected Bid Packages. Subcontractor acknowledges their Trade Category as a component of a larger project and will coordinate with other Bid Packages. Construction Manager will provide access to contract documents for all portions of the project when available from the Designers of Record.
27. Work to be done in the existing facility must be coordinated and scheduled with the Construction Manager and conform to all infection control requirements of the facility. Damage to the finished conditions shall be the responsibility of the subcontractor. Care should be taken to minimize disruption to the facility and its occupants. Prior to working in an existing facility, notice must be provided to the Construction Manager at a minimum of four weeks prior to beginning work. When work in an existing facility involves an existing utility or service, the notice requirement is increased to eight weeks and must include an "outage" notice with a submitted work plan.
28. Subcontractor shall participate in Building Enclosure meetings as required.

5. ORDER OF PRECEDENCE:

In the event of an inconsistency between this Subcontract Agreement, the Owner's Contract and the Contract Documents, the order of precedence shall be as follows:

1. This Subcontract Agreement
2. The Contract Documents
3. The Owner Contract

6. CHANGES TO THE WORK AND UNIT PRICES:

The following unit prices shall be in effect for the term of this Agreement, unless otherwise noted, and shall apply to changes to the work in accordance with the contract documents. Where this Agreement anticipates that the Subcontractor's Work, or a portion thereof, shall be paid for at an agreed rate per unit of work in place, then the Subcontractor agrees that the unit prices stated shall represent full payment for all such Subcontractor's Work, including Subcontractor's overhead and profit and that the Owner, Architect/Engineer and/or Construction Manager may make a final and binding determination regarding the quantity of Subcontractor's Work for which payment is to be paid, or establish new unit prices where none currently exist, subject to the Pass Through Claims provisions of this Agreement.

1. Subcontractor limited 10% for overhead and profit on change order work being self- performed.
2. Subcontractor limited 10% for overhead and profit on change order work being self- performed.

These ALL-INCLUSIVE UNIT PRICES (which include, but are not limited to, labor, material, transportation charges, storage charges, supply, delivery, installation, equipment, tools, punchlist costs, warranty costs, escalation, overhead, profit, etc.) are as follows:

This section will be populated with information as submitted on Bid Form

7. HOURLY RATES:

The following hourly rates are fully loaded rates that include, but are not limited to, labor, burden, insurance, transportation costs, small tools, incidentals, escalation, overhead, profit, etc.:

Trade Description	Straight Time	Premium Time and a Half	Premium Double Time
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All hourly rates are subject to final approval by Owner and shall be adjusted via change order if later determined the labor rates do not comply with Contract Documents.

This section will be populated with information as submitted on Bid Form

8. PAY APPLICATION PROCESS AND COST ITEMS:

Unique requirements of the pay application process in addition to the processes described in Exhibit F are as follows:

1. Subcontractor to reference Prompt Payment for Construction Contracts. Subcontract to include this specification in contracts with any sub-tiers per the VAR standards.
2. Sales tax IS included in this subcontract. Subcontractor is responsible for all other appropriate taxes, freight charges and freight permit for Subcontractor's scope of work.
3. Subcontractor agrees that pricing for material, freight, and labor included is firm for the duration of the project and is not subject to any escalations.

4. Subcontractor shall provide a labor and material payment bond and a performance bond in accordance with Exhibit H if Subcontractor is not enrolled in the project's Subcontractor Default Insurance
5. Subcontractor shall include all costs associated with permits and fees included in base contract cost.
6. Subsequent review, verification of time, verification of work, and signing of Subcontractor's written verification of Subcontractor performing changed work on a time and material basis, by Construction Manager's superintendent, shall not invalidate any waiver by Subcontractor of the right to compensation for work performed on a time and material basis for failing to hand-deliver daily records supporting the costs to be paid to the Subcontractor by the next business day after the work is completed.
7. Subcontractor shall be responsible for compensating Construction Manager for any additional costs that are assessed by the CCIP administrator/insurer related to Subcontractor's Work.
8. Subcontractors are required to use Textura Payment Management System in accordance with Exhibit N for monthly pay applications. Subcontractor to reference Prompt Payment for Construction Contracts. Subcontractor includes in their Bid the Subcontractor Usage Fee which is equal to .22% of their contract value up to a maximum of \$5,000.
9. Prior to submitting the first Application For Payment, Subcontractor shall have submitted, reviewed, and gained approval from the Construction Manager the draft pay application with approved Schedule of Values, contract values, and contract dates.
10. Only approved and executed change orders are allowed on any monthly pay application.
11. All suppliers and sub tier subcontractors must be listed on the Subcontractor's waivers as soon as Purchase Orders or other agreements are executed indicating a balance due to vendor / supplier by Subcontractor.
12. Subcontractor is to update and keep current the subcontractor and material supplier declaration with each pay application.
13. Where this Agreement anticipates that the Subcontractor's Work, or a portion thereof, shall be paid for at an agreed rate per unit of work in place, then the Subcontractor agrees that the unit prices stated shall represent full payment for all such Subcontractor's Work, including Subcontractor's overhead and profit and that the Owner, Architect/Engineer and/or Construction Manager may make a final and binding determination regarding the quantity of Subcontractor's Work for which payment is to be paid, or establish new unit prices where none currently exist, subject to the Pass Through Claims provisions of this Agreement
14. Retainage – Ten percent (10%) retention will be held of the Subcontractor's progress payments until fifty one percent (51%) of the Subcontract has been completed. Thereafter, if the Work is fully in compliance with the requirements of the Contract, the CM shall retain five percent (5%) of the total Subcontract amount until Substantial Completion and acceptance of all Work. Any retainage reduction is contingent upon the Subcontractors being on or ahead of the approved progress schedule and on verification that the Work completed is in compliance with the requirements of the Contract Documents.

9. CLOSEOUT AND WARRANTIES:

1. Subcontractor shall provide all closeout documents as defined in the project documents three (3) months before date of completion or unless noted otherwise in the attached project schedule.

2. Subcontractor shall provide the Construction Manager a completed punch-list report as designated on the Project Schedule. The Architect of Record will determine if the punch-list item is complete.
3. Warranty Start Date begins at Date of Substantial Completion. Duration of warranty is 1 year unless specifications state longer warranty duration.
4. Subcontractor shall comply with Exhibit D, Insurance, and provide insurance certificate for the applicable period of time following the closeout of the Subcontract Agreement as grounds for contract closeout and final payment.
5. Warranty shall meet or exceed expressed or implied warranty requirements as required by Contract Documents.
6. Subcontractors shall provide extended warranties for any permanent equipment used during construction. All warranties shall commence upon the date of the Substantial Completion Certificate issued by the Owner.
7. The Subcontractor's punch list work, after substantial completion, shall be completed during off-hours, where required, so as not to interfere with the Owner's operations.

10. SMALL BUSINESS AND DBE SUBCONTRACTOR REQUIREMENTS

Subcontractors are encouraged to maximize the percentage of DBE firms including but not exclusive to MBE, WBE, SBE, participation in this and all packages. Refer to Owner's Participation documents for all project goals and requirements.

11. LABOR AND MANPOWER:

1. Any work claimed by the Subcontractor's affiliated trade union is included in this agreement.
2. Subcontractor shall provide a staff, sufficient in size, and exclusively dedicated to conducting the punch list work, completely under Construction Manager direction. This staff shall not participate nor share responsibility for other phases of Subcontractor's work being performed concurrently with the punch list work phase.
3. Subcontractor must submit Payroll reports in compliance with the project CCIP manual.
4. Subcontractor is responsible for all union jurisdictional disputes arising from this work and will include all costs of any conflicts or resolutions resulting from those disputes, in this contract.
5. The subcontractor, in their performance of their obligations under this Agreement, agree to execute all work covered by the Collective Bargaining Agreements in accordance with the applicable Collective Bargaining Agreements. In the event of an actual or threatened objection or grievance by, to, on or behalf of labor employed on the site by any of the above- noted mentioned Unions or any other labor, the subcontractor shall make such arrangements and take such actions as they deem necessary in the opinion of the Construction Manager to prevent any strikes, slowdowns or other delays and to prevent any damages or expenses to the Construction Manager. Throughout the project, the Subcontractor will maintain worker and labor relations to prevent strikes, slowdowns, or other delays to prevent any damages or expenses to the Construction Manager.
6. Subcontractor shall participate in the project Pre-Apprentice program. Refer to the Pre-Apprentice program exhibit.

12. UK HEALTHCARE SUSTAINABILITY and LEED REQUIREMENTS:

1. Subcontractor shall participate in the Landfill / Waste diversion program, recycling, and sorting as part of their scope of work and as directed by the Construction Manager.
2. Subcontractor shall participate in processes for completing and achieving LEED project goals per the contract documents. Subcontractor is responsible for complying with LEED requirements, where relevant to scope, to achieve the project LEED scorecard goals.

13. SCOPE CLARIFICATIONS - GENERAL:

1. No previous quotes, estimates, proposals or correspondence constitutes an agreement or portion thereof.
2. The Scope of Work includes all supervision, labor, materials, layout, hoisting, tools, equipment, supplies, submittals, clean-up, permits, fees, licenses, project records, temporary services, inspection, protection of the work, warranty, safety, bonds, insurance, maintenance, delivery, transportation charges, storage, storage charges, installation, punch list costs, warranty costs, escalation, overhead, profit, etc. and all other things that are necessary, incidental or reasonably inferred to complete the Work.
3. Subcontractor is responsible for notifying in writing the Construction Manager of any unforeseen conditions that may alter or require additional or changed work prior to or during the course of this subcontractors work.
4. Subcontractor is responsible for having any and all onsite employees go through Owner and Walsh required safety/ICRA orientations.
5. Subcontractor shall maintain all ICRA Barriers installed by Construction Manager while working inside construction areas. Any damage to barriers shall be reported immediately to the Construction Manager. Subcontractor shall remove dirty sticky mats or notify Construction Manager of dirty sticky mats to be replaced.
6. Subcontractor shall not proceed with any additional work items outside of the base contract scope of work without approval from Walsh Construction prior to beginning the additional work. Subcontractor shall submit all Change Order Requests to Walsh prior to the payment application submission each month.
7. Subcontractor will furnish and install fire stopping, sound caulking and labeling as required for work of this Subcontract. Subcontractor will use project selected manufacturer of fire stopping products to be solicited by the Construction Manager. Entire project will utilized one manufacturer. Construction Manager will issue above ceiling punch lists, and Subcontractor has 72 hours to correct deficiencies.
8. FIRE STOPPING. Each Subcontractor shall provide fire stopping of all penetrations needed and/or created by this Subcontractor. All Fire stopping materials shall be provided by a single fire stopping manufacturer (to be determined by Construction Manager or owner at future date) for consistency and compatibility throughout the project. Subcontractor is responsible for all costs associated with Fire Stopping materials and installation.
9. SMOKE SEALANT. Each Subcontractor shall provide Smoke Sealant of all penetrations needed and/or created by this Subcontractor. All Smoke stopping materials shall be provided by a single manufacturer (to be determined by Construction Manager or owner at future date) for

consistency throughout the project. Subcontractor is responsible for all costs associated with Fire Stopping materials and installation.

10. ACOUSTICAL SEALANT. Each Subcontractor shall provide Acoustical Sealant of all penetrations needed and/or created by this Subcontractor. All sound caulking materials shall be provided by a single manufacturer (to be determined by Construction Manager or owner at future date) for consistency throughout the project.
11. FIELD MEASURING. All field measurements necessary to ensure proper fit, including the awareness of adjacent finishes as they affect the installation of the Work are the responsibility of each Subcontractor. All dimensions to be field verified.
12. ON SITE STORAGE AND MATERIAL HANDLING LOGISTICS
 - a. All deliveries must be coordinated and scheduled with the Construction Manager's Superintendent at least 2 business days prior to arriving at the jobsite.
 - b. The storage of materials and equipment at the site is limited and shall not be permitted except as approved in advance by the Construction Manager. Subcontractors should schedule material deliveries just in time for installation.
 - c. Each Subcontractor shall provide its own storage and fabrication sheds necessary for its own work, subject to approval of the Construction Manager as to quantity, size, location, and material of construction
 - d. The Construction Manager will not receive, unload, store, sign for, or otherwise accept any delivery to the project site or Construction Manager office that is to the attention of a Subcontractor. Subcontractors are responsible for managing all deliveries.
 - e. Each Subcontractor is responsible for unloading, hoisting and moving its own material, equipment and manpower. All means of mobilization are to be coordinated with the Construction Manager prior to the start of the Work. Any protection removed during equipment and material loading/unloading for access is to be immediately replaced upon completion.
 - f. All temporary work shall be installed in such a manner as not to interfere with the permanent construction. If such interference does occur, it shall be the responsibility of the Subcontractor responsible for the temporary work to make such changes as may be required to correct the interference. The cost of such changes shall have been included in the subcontract price
 - g. Any roadways, ramps, etc. required beyond those shown on the drawings are the responsibility of the Subcontractor requiring it. That Subcontractor shall install, maintain, and ultimately remove & restore it. Any additional access points / roads must be requested in writing by the Subcontractor and approved in writing by the Construction Manager.
 - h. Subcontractor to provide scaffolding, hoisting, material movement equipment, and aerial lifts as required to complete Subcontractor's work. Subcontractor shall provide hoisting to stage material at work areas and to remove debris. Access for inspectors and Construction Manager is the responsibility of this Subcontractor.
 - i.
 - j. Temporary construction hoists and/or Permanent Elevators will be available for vertical transportation of workers and materials per durations provided in the Project Schedule.

- k. Subcontractor shall provide all rigging equipment; pick beams, spreader beams, ropes, slings, straps, hardware and other. Only documented, competent rigging personnel may rig loads. Audio notification (whistles) is required when every load is hoisted to alert the job site that a load is elevated.
- l. Subcontractor will participate in the daily pre-lift checklist and rigging inspections for the project.
- m. Subcontractor is responsible to review the Structural plans for loading capacity prior to operating any lift or staging materials within the building.
- n. Subcontractor shall provide forklifts as needed for Subcontractor's work. Subcontractor shall always have appropriate hoisting equipment during the duration of Subcontractor's work.

13. CLEANING AND CLEANUP

- a. Subcontractor to provide daily control of dust and clean-up of all material and tools. All excess material and trash to be delivered to gondolas on each floor level daily as describe within this Agreement.
- b. Subcontractor is responsible for mud / dirt control on the project site and on adjacent roads into and out of the project site and other project managed remote sites. Subcontractor shall have readily available, mud / dirt removal equipment such as skid steers, power brooms, front loaders, dump trucks, and other satisfactory (to the Construction Manager) means to control mud / dirt, including mud / dirt from delivery vehicles for this Subcontractor
- c. Each Subcontractor is responsible for the construction cleaning of their work. All construction cleaning must be coordinated with the Construction Manager. Any construction cleaning performed without the concurrence of the Construction Manager is subject to re-cleaning by the responsible Subcontractor with no additional compensation.
- d. Each Subcontractor is responsible for sweeping their work areas and adjacent areas at the end of each workday and as required during the day.
- e. If the project incurs additional cleaning costs and Construction Manager cannot easily determine the source of the dirt, debris, trash, garbage, or hazard that necessitated the additional cleaning, then all Subcontractors shall be assessed their pro rata share of the additional cleaning costs for the relevant periods. The Subcontractor's pro rata share of additional cleaning costs shall be determined by identifying what percentage of manhours the Subcontractor accounts for compared to the total number of manhours on the project for that period. The Subcontractor will then be responsible for the corresponding percentage of the cleaning charges for that period.

14. PROTECTION AND REMOVAL OF PROTECTION

- a. All protection of the work of this contract as required, shown, and/or specified until the final acceptance by the Architect and Owner is to be included. Removal of protection and placement of the protection in dumpsters on the ground floor is to be included in the Subcontractors scope and shall occur when directed by the Construction Manager.
- b. Subcontractor will be held responsible for the repair and/or replacement of any damaged scope of work items caused by their own negligence.
- c. Subcontractor is responsible for the protection of existing or newly installed utilities and services during the execution of the work by this Subcontractor. Protection may include

- shoring, sheeting, hanging suspensions and supports, and other means necessary to ensure existing utilities remain in place and functional during and after the execution of Subcontractor's work.
- d. Subcontractor is responsible for the coordination with the Construction Manager and the costs associated with any underground utility location services specifically required for the execution of the work. This includes state, city, and owner required locate services and marking.
 - e. Subcontractor is responsible for the removal of casual water, snow and/or ice from slabs, through sweeping, shoveling and or chipping so that the layout and prosecution of the work is not impeded. Use of any ice melt other than sand is not permitted.
 - f. If the project incurs costs for trade damage and Construction Manager cannot easily determine the source of the trade damage in question, then all Subcontractors shall be assessed their pro rata share of the trade damage costs for the relevant periods. The Subcontractor's pro rata share of trade damage costs shall be determined by identifying what percentage of manhours the Subcontractor accounts for compared to the total number of manhours on the project for that period. The Subcontractor will then be responsible for the corresponding percentage of the cleaning charges for that period.
15. PERMITS. The Subcontractor is responsible for obtaining their own permits, as applicable for their scope of work. Subcontractor is responsible for the cost of these permits.
- a. AHJ Permits – Trades will obtain their own permits and manage calling for inspections and close out of permits in coordination with the Construction Manager.
 - b. UK Permits – University of Kentucky specific permits for Hot Work, Excavation, SWPPP, and similar medical center and University wide permit processes will be followed by all subcontractors in coordination with the Construction Manager and other trades.
16. PARKING. The Subcontractor is responsible for their own parking and transportation for their employees.
17. TURNSTILES AND WORKER BADGING. All Subcontractors will receive a unique badge and badge number after attending the Site Safety/ Quality / Logistics Orientation Meeting. Once the Subcontractor's personnel have completed the orientation and badging process, they will be required to utilize the badge at the project turnstiles each and every time that they enter or leave the construction site. Subcontractors will be required to pay for the initial cost of worker Badging and any replacement badges as needed.
18. ALL HANDS MEETINGS. The Construction Manager will conduct All Hands Meetings on a Weekly basis to clearly communicate critical issues such as safety, quality, UK Healthcare mandates, etc. There may be a need for more frequent meetings on an irregular basis.
19. DAILY HUDDLE. The Construction Manager will lead Daily Huddles on several areas of the project site for the purpose of discussing daily activities for those specific areas. Superintendents and/or Foremen for those specific areas are required to prepare for and participate in the Daily Huddles.
20. In the event the Subcontractor's Work involves work in the Contract Documents which is not yet fully designed, Subcontractor acknowledges that the Contract Documents are incomplete and represent only the design intent with respect to Subcontractor's Work. The Subcontractor
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assumes the risk with respect to the incomplete status of the Subcontractor's Work in the Contract Documents and acknowledges that the Amount of this Agreement includes that risk. As such the pricing included with this Agreement includes the Subcontractor's Work required for the final, complete and operational system in accordance with the intent and requirements of the Contract Documents and the Prime Contract.

14. SPECIFIC EXCLUSIONS:

The following work is specifically excluded from this Subcontract Agreement and is not a part of this Agreement and/or will be performed by others as noted:

1. Unless specifically requested in this subcontractor's scope of work:
 - a. Portable Toilets
 - b. Water (Non-Potable)
 - c. Site Power consumption
 - d. Site Fencing
 - e. Dumpsters
 - f. Survey Control Points
 - g. Utility / Fuel consumption cost for Temp Heat /Cooling