



University of
Kentucky[®]
Procurement Services

Request for Proposal

UK-2563.30-20-25

Proposal Due Date – 05/09/2025

Cancer Center Modular Casework



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2563.30-20-25 Issue Date: 04/11/2025 Title: CTC & AAC Modular Casework Purchasing Officer: Ken Scott Phone: 859.257.9102 Email: Kenneth.scott@uky.edu	RETURN ORIGINAL COPY OF PROPOSAL TO: UNIVERSITY OF KENTUCKY PROCUREMENT SERVICES 411 S LIMESTONE ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005
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IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/09/2025 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O.B. DESTINATION PREPAID AND ALLOWED FEDERAL EMPLOYER ID NO.:	TYPED OR PRINTED NAME:	WEB ADDRESS:
	SIGNATURE:	DATE:

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- Attachment B – Special Conditions: Subcontractor by Walsh
- Attachment C – Affidavit & Bonds by UK
- Attachment D – Determination of Responsibility by UK
- Attachment E – Standard Subcontract Agreement with Design Build Exhibit by Walsh
- Attachment F – CM's Unified General Conditions Exhibit B.1 by Walsh
- Attachment G – Scope of Work Trade Category 12B.8 Exhibit B.2 by Walsh
- Attachment H – SDI Subcontractor Prequalification by Walsh
- Attachment I – CCIP Manual by Walsh
- Attachment J – Site Specific Safety Manual by Walsh
- Attachment K – Preliminary Site Logistics Plan by Walsh
- Attachment L – Project Schedule by Walsh
- Attachment M – Pre-Apprentice Program by Walsh
- Attachment N – TC12B8 Bid Breakdown Form by Walsh
- Attachment O – Hourly Rates Form by Walsh
- Attachment P – Labor and Billing Projections by Walsh
- Attachment Q – Subcontractor Bidder Qualifications by Walsh

Drawings:

- BP8 Fit Out Drawings Volume 1
- BP8 Fit Out Drawings Volume 2
- BP8 Fit Out Drawings Volume 3
- BP8 Fit Out Drawings Volume 4
- BP8 Fit Out Drawings Volume 5

Specifications:

- BP8 Fit Out Specifications 1 – Div1-14
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- BP8 Fit Out Specifications 3 – Appendix
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- Specification Section 123570.10 Modular Casework
- Millwork Modular Furniture Diagrams
- A014 Material Identification Code Sheet

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible firms to provide all design, labor, equipment and materials to complete the Modular Casework for the University of Kentucky HealthCare Cancer Center and Advanced Ambulatory Center in Lexington, Kentucky. Scope of work to align with Trade Category 12B.8.

- The Contractor who is chosen to design, fabricate, and install the product must provide a turn-key installation which includes clean-up from associated installation.
- The Contractor who is chosen must provide a single point of contact during the project period. This single point of contact will have full responsibility for ensuring the project requirements are completed.
- Provide complete all permitting, engineering, labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of TC 12B.8 Modular Casework for Project #2563.00 – University of Kentucky, Cancer Center and Advanced Ambulatory Center, Lexington, Kentucky, as set forth in the specifications and as shown on the drawings as prepared by Champlin Architects, THP Limited, AEI Engineering, and approved by the Capital Construction Procurement Section and the Capital Project Management Division and under the terms and conditions of this RFP.
- Proposal shall include only the Modular Casework as part of base scope.

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

Note: The successful Offeror will enter into a subcontract agreement with Walsh Construction Company II LLC. The form of contract to be executed is included as Attachment E Standard Subcontract Agreement with Design Build Exhibit. There will be no direct contractual relationship between the successful offeror and the University of Kentucky.

Details of the requirements are attached to this RFP containing the drawings for the Project. These drawings and specifications are to be considered as included in this scope and they supplement the details of the work. They do not relieve the Contractor from any contractual obligations required in the drawings and specifications either printed or included electronically.

2.2 **Background Information**

The University of Kentucky HealthCare is undertaking an ambitious plan to construct a new Cancer Center and Advanced Ambulatory Center on the Lexington, Kentucky campus. The new building will be constructed on the south end of campus, adjacent to the existing main hospital. The new building will connect to Pavilion A via an elevated pedestrian bridge over South Limestone Street. A new thermal utility tunnel under S Limestone will provide utility connections toward existing campus infrastructure. This project further demonstrates the University's desire to continue to serve the needs of the community, state, and region.

This RFP involves the Modular Casework to be installed for the Cancer Center and Advanced Ambulatory Center.

Schedule milestones (subject to change based on selected Offeror's proposed schedule):

- RFP issued – April 2025
- Initial RFP Due – May 2025
- Fabricate and Deliver Exam Room Mockup – July 15, 2025
- Firm Selection – August 2025
- Contracting – August 2025
- Shop Drawing Coordination – September 2025
- Interior Fit Out Start Q4 2025
- Substantial Completion Q4 2027

2.3 **University Information**

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and

Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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

As of December 1, 2022, King's Daughters Medical Center, based in Ashland, Kentucky, officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system is composed of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company and six urgent care centers.

UK's agenda remains committed to accelerating the university's academic excellence in all areas and gaining worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Economic Inclusion and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The University desires to increase the amount of goods and services acquired from Kentucky located businesses. The University encourages its suppliers to support and assist in this effort.

The University’s goals for increasing participation in procurement projects include but are not limited to the following:

- To ensure the absence of barriers that reduce participation.
- Educate vendors on "how to do business" with the University.
- Support Kentucky located vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement.
- Encourage participation of qualified Kentucky located vendors by directing them to agencies that can benefit from their product or service.
- Provide resources for Kentucky located vendors.
- Sponsor events to assist Kentucky located vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities.

For additional information regarding how Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	04/11/2025
Pre-Proposal Conference (Optional)	04/18/2025
Deadline for Written Questions	1 P.M. Lexington, KY Time on 04/29/2025
RFP Proposals Due	3 P.M. Lexington, KY Time on 05/09/2025

3.2 Offeror Communication

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

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

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

Ken Scott
Procurement Services
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-9102
Fax: (859) 257-1951
E-mail: kenneth.scottuky.edu

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

3.3 Pre-Proposal Conference

A pre-proposal conference will be held on 04/18/2025 at 1:30 P.M. via Zoom: <https://uky.zoom.us/j/88401419222> to allow prospective contractors an opportunity to ask questions and clarify the University's expectations. This conference provides offerors an opportunity for oral questions.

The following items should be noted in reference to the pre-proposal conference:

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

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

3.4 Offeror Presentations

All offerors whose proposals are judged acceptable for the award may be required to make a presentation to the evaluation committee.

3.5 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 Proposed Deviations from the RFP

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

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

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies

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

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

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

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

3.8 Modification or Withdrawal of Offer

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

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

3.9 Acceptance or Rejection and Award of Proposal

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

3.10 Rejection

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

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.11 Addenda

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

3.12 Disclosure of Offeror's Response

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

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

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

3.13 Restrictions on Communications with University Staff

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

3.14 Cost of Preparing Proposal

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

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 Section Titles in the RFP

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

3.19 No Contingent Fees

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

3.20 Proposal Addenda and Rules for Withdrawal

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

3.21 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to economic inclusion demographics for their company. Further, should any company or economic inclusion information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the University of Kentucky on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

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

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

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

4.3 Transmittal Letter

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

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

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

As part of the Executive Summary and Proposal Overview, Offeror should submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Include other demographic information that you feel may be applicable to the Invitation for Bids submission.

Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	

LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity Not Indicated	

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

4.5 Criteria 1 - Offeror Qualifications

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

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company's mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

- a) Please provide a brief narrative describing the history of your company. Identify the ownership of your company, Include supplemental information if joint venturing and/or specialty tier vendors/contractor(s). In addition, please complete Attachment D, Determination of Responsibility Form and include with the Proposal.
- b) Please provide the Offerors qualifications for performing the work described in this RFP including a statement of compliance with specifications requirements.
- c) Provide information and references on your experience working on Modular Casework projects of similar size. Previous experience at the University of Kentucky should be included if available.
- d) Please provide detailed information on the key personnel being proposed for this project, including project manager and superintendent. This information should include relevant experience on similar projects and any previous experience working at the University of Kentucky.

4.6 Criteria 2 – Services Defined

1. Provide a brief narrative explaining how your company will accomplish the services described in this RFP, including number and type of staff (engineering, project management, etc.). In the narrative, please describe each phase of the work (design, equipment selection, installation, training and after warranty service).
2. Offeror shall submit a markup of the 123570.X Healthcare Casework specification that most applies to their proposed product noting compliance exceptions and deviations to the specification.
3. Offerors, as part of the selection process will design, fabricate, deliver, and install on site the modular casework (with proposed finishes) for (one) 1 typical exam room as per A600.3 and associated details. Review of this mockup shall be utilized as part of the selection process.
 - a. Subcontractor shall submit with their proposal a shop drawing of this unit and confirmation of finishes proposed to comply with the design documents.
 - b. Subcontractor shall deliver unit and have it installed on site the week of July 14, 2025.

4.7 Criteria 3 – Financial Proposal

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

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- a) Provide a statement that the Offeror has the resources available to assure meeting the requirements described in this RFP and to meet the schedule included in the documents. Include labor schedule and labor total hours.
- b) Provide a detailed project Schedule including activities for Design, Submittals, Modular Casework Construction, a Milestone for when Modular Casework construction can begin, and each phase of installation can begin.
- c) Offeror is recommended to complete the Walsh Construction prequalification process in advance of submitting their proposal. Those that do not complete prequalification will have an opportunity following submission. No firm will receive a recommendation of award from Walsh to the Owner without having completed this process.

4.9 Criteria 5 – Other Additional Information

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

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

1. Offeror should describe in detail their company's commitment to diversity, equity and inclusion. Information should be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business.
2. Offeror shall provide critical safety information:
 - a. Provide Experience Modification Rate (EMR) for last 3 years
 - b. Provide DART incidence Rate for last 3 years
3. Provide OSHA 300A log for last 3 years
4. Offeror shall note that a typical Walsh subcontract has been provided with exhibits. Firms are to provide in writing any exceptions taken with the contract. No issues raised after RFP and award will be entertained.

5.0 EVALUATION CRITERIA PROCESS

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

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

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

The relative importance of the criteria is defined below:

Primary Criteria

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

Secondary Criteria

- Other Additional Services

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

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

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP should be effective **October 1, 2025** with substantial completion on or before December 2027 and is based on a single defined task and therefore is not renewable.

6.2 Effective Date

The effective date of the contract should be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

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

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

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

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

6.4 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

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

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

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

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

6.10 Termination for Convenience

The University of Kentucky, Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure may be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10)

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Reports and Auditing (Not Used)**6.23 Confidentiality**

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

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

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

6.24 Conflict of Interest

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

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies (Not Used)**6.26 Copyright Ownership and Title to Designs and Copy**

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

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

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and may be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.28 Printing Statutes (Not Used)**6.29 Requirement for Contract Administration Fee (Not Used)**

6.30 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-30.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

TRADE CONTRACT – 12B.8 – Modular Casework

This section defines in summary, without limitations by the descriptions, significant items of the scope of work to be performed by the Subcontractor and any special provision related to the Subcontractor's execution of the Work and the Project.

The details of the scope of work are further defined in Drawings, Specifications, Subcontractor shall Walsh Project specific general Conditions (B.1) and the Trade Specific Scope of work (B.2) and other provisions contained in the Project Documents.

This work shall include all items indicated in General Scope of Work, Attachment A, as such items apply to this work unless specifically noted otherwise herein.

This work primarily includes, but is not limited to the following specification sections as well as related work specified or shown elsewhere in the Contract Documents:

- Division 01 General Requirements
- Division 05 – Metals
- Division 06 – Wood Plastics and Composites
- Division 07 Thermal and Moisture Protection
- Division 09 – Finishes
- Division 10 – Specialties
- Division 12 – Furnishings
 - 123570.X Healthcare Casework
 - 123661.16 Solid Surfacing Countertops
- Division 20 – Mechanical
- Division 22 – Plumbing
- Division 23 – HVAC
- Division 26 – Electrical
- Division 27 – Telecommunications
- Division 28 – Electronic Safety and Security

2. Specific Scope of Work – This Subcontractor will provide a proposal for the design, construction and install of the modular casework. In accordance with the design outlined in the contract documents. This Proposal is to include and be responsible for the techniques, means & methods, design & coordination assistance, used to safely furnish and install the modular casework for this scope of work. All materials and equipment are the responsibility of this Subcontractor to form and create a complete modular casework system including all engineering, equipment, supports, inserts, drilling, fasteners, attachments, etc.

Modular Casework as specified in contract documents

***Note: This Subcontractor is responsible for the requirements of the complete Contract Documents as they pertain to this Unit of Work.

1. Scope of Work – It is the intent for this project that this Subcontractor will provide a proposal that performs all work scoped herein and as specified in the Contract Documents. This Subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, rigging, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, taxes, permits, engineering, support functions, insurance, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general conditions, requirements, and other related documents.
2. All work of this Trade Contractor shall be properly coordinated with the Lexington Fayette Urban County Government (LFUCG), University of Kentucky, and any other authorities having jurisdiction.
3. This Trade Contractor is responsible for all work required to provide turnkey, complete, and operational systems in accordance with the Contract Documents.
4. The term “provide” is interchangeable with “furnish and deliver” unless otherwise clarified in these documents or attachments.
5. General Items
 - a. The General Building Permit will be provided by others. Any permits required by this trade beyond the general building permit shall be the responsibility of the trade. Furnish copies of all permits to the Construction Manager.
 - b. All Subcontractors must be licensed as required by local, State, or Federal jurisdiction required for work of this trade in this project location.
 - c. This contractor shall include necessary supervision normal and customary to the scope of work of this size, difficulty, and scale.
 - d. This Subcontractor will comply with all project safety requirements for when its personnel are on site.
 - e. This Subcontractor shall provide monthly updates on the schedule of completion of the modular casework and productions.
 - f. Contract Price is LUMP SUM. There shall be NO escalations allowed during the course of this contract.
6. Design Build / Design Assist – Subcontractor shall be responsible for all design and engineering of the modular casework for completion. Additionally, Subcontractor shall provide feedback to the design team and coordinate with them and UK for best integration of the modular casework with the rest of the building design.
7. Coordination with Other Subcontractors – This Subcontractor will coordinate with other Subcontractors on site, including MEP contractors and the drywall contractor. This subcontractor will coordinate with on-site and Modular Exam Room subcontractors for sequence and requirements for installation.
8. Procurement - Subcontractor is responsible for completion of all procurement of items they install or supply for others to install based on the project schedule.
9. Fabrication - Subcontractor is responsible for complete fabrication of the modular casework.

10. Installation – Subcontractor to provide all labor, equipment, materials, and supervision for installation of their scope of work in their final position on site.
 - a. Subcontractor to verify site conditions prior to delivery and installation of modular units. Any variances in conditions must be documented prior to delivery of units with sufficient time for CM and other trades to make any required corrections. If the Construction Manager is not notified in writing, it shall be the responsibility of this Subcontractor to make any corrections or remediation necessary at no additional cost. In addition, this Subcontractor shall protect all existing conditions and surroundings so as not to damage during construction. If any existing items, which are to be left undisturbed, are damaged by this Subcontractor it shall be its responsibility to bear the cost of repair.
 - b. This Subcontractor shall be responsible for the accurate layout of all work included in this scope. This Subcontractor shall conduct layout from a building control line and benchmark furnished by the Construction Manager.
 - c. Subcontractor shall coordinate with the CM to work through the site logistics for delivery of modular casework. The CM has planned for a hoist that is large enough to accommodate pre-assembled modular casework.
11. Warranty service – Subcontractor shall perform all necessary Warranty service required following substantial completion for systems they install.

7.1 **Optional Services (Not Used)**

8.0 FINANCIAL OFFER SUMMARY

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

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

1. The Offeror agrees to furnish all design, permits, labor, materials, supplies and services required to complete the Work, for the above referenced Project, for University of Kentucky, as described in the Specifications and Contract Documents and shown on the Drawings enumerated below and as modified by the Addenda listed above.

Offers are to INCLUDE all taxes, permits, and Fees.

Offers are to EXCLUDE all Insurance (See CCIP Manual) and Payment and Performance Bond Costs (Project SDI). Offerors determined to be ineligible for CCIP or SDI will be provided opportunity to verify the value of these coverages.

BASE OFFER:

FOR THE LUMP SUM OF:

_____ DOLLARS (Use Words)

AND _____ CENTS. (Use Words)

(\$ _____)
(USE FIGURES)

2. Cost Breakdown

Fill in Bid Breakdown Form following breakdown of costs included in your base offer. Each item is to include labor, material & equipment. These will neither be considered unit prices nor will the numbers listed here limit obligations required in the bid documents. It will be used only to aid in verifying completeness of the offers.

3. Hourly Rates

NOTE: Unit Prices shall include the furnishing of all labor, materials, supplies, and services and shall include all items of cost, overhead and profit for the Contractor and any subcontractor involved and shall be used uniformly without modifications for either additions or deductions. The Unit Prices as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes, deletions or extra work performed under the Contract and the "Rules of Measurement" set forth in the General Conditions shall govern.

Complete and attach the Walsh Labor Rates form for each Worker category including design and management staff.

8.2 **Optional Services (Section 7.2) (Not Used)**

8.3 **Alternate Pricing**

Refer to Bid Breakdown Form.

1. Provide Alternate for Offeror to provide rolling Mobile Cart to match Exam Room Furniture. Refer to Medical Equipment Drawings (CAST-01). Vendors to provide a proposed cutsheet showing options and accessories.
2. Provide Voluntary Alternates at Offerors discretion to reduce project cost

8.4 **Bond Cost**

Cost of Performance and Payment Bond (Base Offer + Alternates) \$ _____

This should NOT be included in the cost noted above. This is only to be used if the subcontractor has been deemed as ineligible for the SDI program.

8.5 **Additional Financial Commitment**

The University is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire University graduates, a percentage rebate, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.

8.6 **Unit Prices**

Refer to Bid Breakdown Form.

8.7 **Allowances**

Refer to Bid Breakdown Form.

8.8 Schedule of Values

Within seven (7) days after the contract signing, the SUCCESSFUL OFFEROR is to provide a breakdown for Monthly progress billing purposes in a format furnished by the Construction Manager.

8.9 Supplemental Information

1. Company Financial Statement

* Pursuant to KRS 45A.110, if the offeror wishes nondisclosure of certain information he/she shall enclosed the confidential information in a separate envelope marked CONFIDENTIAL and forward it with the information and other submittals required by this document.

9.0 Drawings and Specifications

The Offeror, in compliance with your Request for Proposal for the above referenced Project, having carefully examined the site of the Work, the Drawings and complete Contract Documents as defined in Article I of the General Conditions, as well as the Specifications affecting the work as prepared by the Consultant, hereby proposes to furnish all labor, materials, supplies and services required to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below without qualification.

The Offeror hereby acknowledges receipt of the following Addenda:

- ADDENDUM NO. _____ DATED

(Here insert the number and date of any Addenda issued and received. If none has been issued and received, the word NONE should be inserted.)

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FOR CONSTRUCTION BY A SUBCONTRACTOR
University of Kentucky & Walsh Construction II LLC
Capital Construction Division

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**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A Subcontractor
University of Kentucky & Walsh Construction II LLC
Capital Construction Division**

SUBCONTRACTOR

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

ARTICLE 1 - DEFINITIONS

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

1.1.1 ARCHITECTS SUPPLEMENTAL INSTRUCTIONS (ASI) - The term "ASI" means a written order issued by the Consultant that clarifies or interprets the Contract Documents, that orders minor changes in the Work, that does not require an adjustment in either cost or time, and that does not require a Change Order

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

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

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

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

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

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

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

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

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

1.1.10 CONSTRUCTION MANAGER or (CM) - The term "Construction Manager" or "CM" means the person or entity who will or has entered into a contract with the Owner that assumes the risk for construction of the Project as the Construction Manager, and who will provide consultation and collaboration regarding the construction during and after design of the Project. The CM shall execute and hold all construction Sub-contracts and Purchase Orders for the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 - CONSULTANT

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

2.2 The Consultant will regularly, but no less frequently than monthly, visit the site to become familiar with the progress of the Work, the quality of the Work being provided and to determine if the

Work is proceeding in accordance with the Contract Documents. On the basis of these on-site inspections, the Consultant will inform the Owner of the progress of the Work, will advise the Owner of any defects and deficiencies observed in the Work and, when appropriate, will certify to the Owner that the Work in place equals or exceeds the amount requested by the Subcontractor on all applications for progress payments.

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

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

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

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

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

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

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

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

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

ARTICLE 3 - CORRELATION AND INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 4 - PRE-CONSTRUCTION CONFERENCE

4.1 Following the execution of the Contract, a pre-construction conference will be held. Representatives of the Capital Project Management Division, Consultant, Construction Manager,

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

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

ARTICLE 5 - SHOP DRAWINGS

5.1 Not Used.

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

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

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

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

by the Consultant does not relieve the Subcontractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 6 - LAYING OUT WORK

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

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

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

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

ARTICLE 7 - PLANS, DRAWINGS, SPECIFICATIONS AND RECORD DRAWINGS

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

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

7.3 The Subcontractor shall keep one copy of all Contract Documents, including Drawings, Specifications and Shop Drawings on the site, in good order. A qualified representative of the Subcontractor shall record on these documents, from day to day as Work progresses, all changes and deviations from the Contract Documents. Prior to Substantial Completion, the Subcontractor shall complete and turn over to the Consultant the As-Built drawings, with a digital copy (in PDF format) submitted to the Construction Manager simultaneously. The As-Built drawings shall consist of a set of drawings which indicate all field changes that were made to adapt to field conditions, changes resulting from Change Orders and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the facility, shall be accurately located on the As-Built drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. For any changes or corrections in the Work which are made subsequent to the Substantial Completion Inspection, revisions shall be made to the As-Built drawings and submitted to the Consultant prior to final payment. Approval of the final payment request shall be contingent upon compliance with these provisions.

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

ARTICLE 8 - TEMPORARY UTILITIES

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

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

ARTICLE 9 - MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

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

9.2 Immediately following the execution of each of the sub-contracts, the Subcontractor shall determine the source of supply for all materials required under that sub-contracts and the length of time required for their delivery, and shall assure that orders are placed for such materials in sufficient

time to assure delivery to the site so that such materials are available to be incorporated into the Work when needed to comply with the schedule of Work.

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

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

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

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

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

ARTICLE 10 - ROYALTIES AND PATENTS

10.1 The Subcontractor shall pay all royalties and license fees. If a particular process, product or device is specified in the Contract Documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the Contract Documents and the Subcontractor is responsible for payment of all associated royalties. The Subcontractor hereby agrees to indemnify, defend and hold the Construction Manager, and any subsidiary, parent, or affiliates of the Construction Manager, or other persons or entities designated by the Construction Manager, and their respective directors, officers, agents, employees and designees (collectively, the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including attorneys' fees and legal expenses, that the Indemnities may incur as a result of the Subcontractor's failure to strictly comply with its obligations under this Paragraph 10.1.

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

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

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

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

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

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

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

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

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

11.3.6 Inspect the site every 7 calendar days and after each rainfall of ½" or more. Document site conditions, rainfall, maintenance activities needed and performed, stabilization needed and performed, and where new measures are needed. Discuss deficiencies with UK Project Manager and Water Quality Manager and note on the SWPPP Inspection Sheets.

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

Quality (CPSWQ), Certified Erosion, Sediment and Stormwater Inspector (CESSWI), or other similar training.”

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

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

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

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

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

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

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

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

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

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

11.5 The Construction Manager with assistance of Subcontractor shall furnish a final occupancy permit from the proper agency or agencies as required.

11.5 The Subcontractor shall, by provision within each applicable sub-contract or by inclusion in the lump sum fee proposed to the Construction Manager, insure the payment of all sales, consumer,

use and similar taxes for materials, equipment and supplies incorporated into the Work, by unless otherwise specified in the bid documents.

ARTICLE 12 - PROTECTION OF WORK, PROPERTY, AND PUBLIC

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

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

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

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

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

ARTICLE 13 - BLASTING

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

ARTICLE 14 - CONSTRUCTION AND SAFETY DEVICES

14.1 The Subcontractor shall provide safety controls for protection of the life and health of employees and visitors. The Subcontractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in

the performance of this Contract. In order to provide such safety control, the Subcontractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.

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

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

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

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

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

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

14.8 The Subcontractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the Subcontractor or any Sub-contractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The Subcontractor shall designate a responsible member of the on-site Work force as the safety officer

and shall report to the Consultant and to the Construction Manager the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 15 - HAZARDOUS MATERIALS

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

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

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

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

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

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

15.4 It is the policy of the Owner that PCB containing equipment will be treated by the Subcontractor and the Construction Manager in a manner that conforms to the intent of all applicable laws and regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the Subcontractor and Sub-contractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB

transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The Subcontractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending Subcontractor and/or Sub-contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the Subcontractor should have a question as to the location of a PCB transformer, it should contact the Construction Manager's Project Manager.

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

ARTICLE 16 - INSPECTION OF WORK

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

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

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

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

Documents, the Work must be uncovered for inspection and observation and shall be uncovered and replaced at the Subcontractor's expense.

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

ARTICLE 17 - SUPERINTENDENT - SUPERVISION

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

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

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

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

ARTICLE 18 - CHANGES IN THE WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

18.10 The Consultant may authorize minor changes in the Work which do not involve additional cost or extension of the Contract Time, and which are not inconsistent with the intent of the Contract Documents. Such changes shall be made by an ASI issued by the Consultant, and shall be binding on the Owner and the Subcontractor. The Subcontractor shall carry out such orders promptly. If the Subcontractor should claim that an ASI involves additional cost or delay to the completion of the Work, the Subcontractor shall give written notice thereof within ten (10) Calendar Days after receipt of the written ASI. If this notification does not occur, the Subcontractor shall be deemed to have waived any right to claim or adjustment to the contract sum or to the contract completion time.

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

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

ARTICLE 19 - RULES AND MEASUREMENTS FOR EXCAVATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 - CONCEALED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21.6 Approval of time extensions for changes in the Work will depend upon the extent, if any, to which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide that the Contract Time will be extended only for those specific elements so delayed and that other Work will not be altered.

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

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

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

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

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

21.10.2 If delays, hindrances, impacts or obstructions of the Subcontractor’s performance of the Contract are in whole or in part within the control of the Construction Manager and, subject to the requirements of Article 21.8 and 21.8.1, extend contractually required completion dates of the

Project, the Subcontractor shall be entitled to reimbursement for job site, general conditions and staffing costs for that portion of the costs caused by acts or omissions of the Construction Manager.

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

ARTICLE 22 - CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

ARTICLE 23 - CORRECTION OF WORK AFTER FINAL PAYMENT

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

23.2 In addition to being responsible for correcting the Work and removing any non conforming Work or materials from the job site, the Subcontractor shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required

additional testing and inspection services, Consultant's services and any resulting damages to other property or to work of other contractors or of the Owner or Construction Manager.

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

ARTICLE 24 - TERMINATION OF CONTRACT FOR CONVENIENCE OF CONSTRUCTION MANAGER

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

ARTICLE 25- CONSTRUCTION MANAGER'S RIGHT TO STOP WORK

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

ARTICLE 26 -TERMINATION OF CONTRACT FOR DEFAULT ACTION OF SUBCONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

26.3.2 If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Subcontractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Subcontractor or the Subcontractor's Surety shall pay the difference to the Construction Manager. In

exercising the Construction Manager's right to prosecute the completion of the Work, the Construction Manager shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Construction Manager shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Manager takes bids for remedial Work or completion of the Project, the Subcontractor shall not be eligible for the award of such Contract.

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

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

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

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

ARTICLE 27 - SUSPENSION OF WORK

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

ARTICLE 28 - TIME OF COMPLETION

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

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

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

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

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

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

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

28.4.1 The provisions of Article 30.11 notwithstanding, if the Subcontractor meets the requirements of Article 28.4 above with respect to timely submittal of approvable Operation and Maintenance manuals and provided the project construction is 1) at least 75% complete and 2) is equal to or ahead of the approved progress schedule and 3) the Work completed is in compliance with the requirements of the contract documents, the Owner, at the sole discretion of the Director, Capital Projects Management Division may reduce the retainage to (5%) of the current Contract Amount.

28.4.2 In the event the Subcontractor fails to submit acceptable O&M manuals prior to reaching 75% completion, it is agreed that the Construction Manager at its sole discretion may deduct from the

current and subsequent Applications for Payment an amount deemed by the Construction Manager to be sufficient to encourage prompt compliance with this contractual requirement, until such time as acceptable O&M manuals are received.

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

ARTICLE 29 - LIQUIDATED DAMAGES

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

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

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

ARTICLE 30 - PAYMENT TO THE SUBCONTRACTOR

30.1 Payments on account of this Contract shall be made monthly as Work progresses. The Subcontractor shall submit to the Construction Manager, in the manner and form prescribed, an

application for each payment, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Sub-contractors. All payments shall be subject to any withholding or retainage provisions of this contract. All pay request documents, except the final payment, shall be submitted in whole dollar amounts. All payment applications from the Subcontractor shall include line items for overhead, profit and general condition costs.

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

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

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

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

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

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

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

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

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

30.6 Each payment made to the Subcontractor shall be on account of the total amount payable to the Subcontractor and the Subcontractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Construction Manager free and clear of all encumbrances. Nothing in this Article shall be construed

as relieving Subcontractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Construction Manager to require fulfillment of all terms of the Contract Documents.

30.7 Prior to submitting the first application for payment, the Subcontractor shall submit to the Construction Manager for approval a detailed breakdown of the Contract Amount pursuant to CSI specification divisions, divided so as to facilitate payment and correlated to the schedule required by General Conditions Article 32 of the Contract Documents. The total value of all activities shall add up to the Contract Amount. When approved by the Construction Manager, this schedule shall be used as a basis for Subcontractor's applications for payment and may be used by the Construction Manager to determine costs or credits resulting from changes in the Work. Failure to obtain the approval of the Schedules of Values shall be a basis for withholding payment to the Subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 31 - AUDITS

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

31.2 "Records" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, superintendents' reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Construction Manager's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include hard copy, as well as computer readable data if it can be made available, written policies and procedures; time sheets; payroll registers; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting

documentation; invoices and related payment documentation; general ledger; records detailing cash and trade discounts earned; insurance rebates and dividends; and any other Subcontractor or contractor records which may have a bearing on matters of interest to the Construction Manager in connection with the Subcontractor's dealings with the Construction Manager (all foregoing hereinafter referred to as the "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

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

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

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

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

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

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

ARTICLE 32- PROGRESS & SCHEDULING

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

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

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

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

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

32.2.4 The Construction Manager may withhold approval of all or a portion of progress payments until the progress payment schedule and construction schedule have been submitted by the Subcontractor.

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

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

ARTICLE 33 - USE OF COMPLETED PORTIONS

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

ARTICLE 34 - INDEMNIFICATION

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

of them or anyone for whose acts any of them may be liable. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Construction Manager, its consultants, and their respective employees and agents would otherwise have.

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

34.3 In any and all claims against the Construction Manager its consultants, and their respective employees and agents, by any employee of the Subcontractor, any Sub-contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or any Sub-contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

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

ARTICLE 35 - INSURANCE

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

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

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

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

35.4.1 Commercial General Liability Insurance. The Subcontractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real

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

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

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

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

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

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

ARTICLE 36 - PERFORMANCE AND PAYMENT BONDS – NOT USED

ARTICLE 37 - DAMAGED FACILITIES

37.1 The Subcontractor shall repair or replace, at no expense to the Construction Manager, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, watersheds, etc. caused by Work performed under the Contract or incidental thereto, whether by the Subcontractor's own forces, Sub-contractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.

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

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

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

ARTICLE 38- CLAIMS & DISPUTE RESOLUTION

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

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

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

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

disagrees with a decision of the Project Manager concerning a Subcontractor's claim, the Subcontractor shall proceed with the Work as indicated by the Project Manager's decision.

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

ARTICLE 39 - CLAIMS FOR DAMAGE

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

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

ARTICLE 40 - LIENS

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

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

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

ARTICLE 41 - ASSIGNMENT

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

ARTICLE 42 - SEPARATE CONTRACTS

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

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

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

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

ARTICLE 43 - SUBCONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

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

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

43.3 The Subcontractor shall make no substitution or change in any Sub-contractor listed and accepted by the Consultant or Construction Manager except as approved in writing by the Construction Manager. The Subcontractor shall not employ any Sub-contractor or supplier against whom the Construction Manager or the Consultant has made reasonable and timely objection.

43.4 Nothing contained in the Contract Documents shall create any contractual relationship between the Construction Manager and any Sub-contractor, Trade Contractor or Supplier, nor shall the Subcontractor include any language in their contracts with any Sub-contractor, Trade Contractor and/or Supplier that might imply such a relationship. The Subcontractor is hereby notified that it is the Subcontractor's contractual obligation to settle disputes between Sub-contractors, Trade Contractors, and/or Suppliers. Neither the Construction Manager nor the Consultant will settle disputes between the Subcontractor and any Sub-contractor, Trade Contractor, and/or Supplier or between Sub-contractors, Trade Contractors, and/or Suppliers.

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

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

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

ARTICLE 44 - CASH ALLOWANCE

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

ARTICLE 45 - PROJECT SITE LIMITS

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

ARTICLE 46 - CLEAN UP

46.1 The Subcontractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. All corridors and exit doors must be kept clear at all times. All exit ways, walks, and drives must be kept free of debris, materials, tools and vehicles.

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

ARTICLE 47 - POINTS OF REFERENCE

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

ARTICLE 48 - SUBSTITUTION - MATERIALS AND EQUIPMENT

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

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

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

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

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

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

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

48.4.2 Inability of the supplier to meet Contract Schedule.

48.4.3 Technical noncompliance to specifications.

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

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

ARTICLE 49 - TEST AND INSPECTION

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

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

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

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

ARTICLE 50 - WARRANTY

50.1 The Subcontractor warrants to the Construction Manager, Owner, and the Consultant that all materials and equipment furnished under this Contract shall be new and in accordance with the requirements of the Contract Documents, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Consultant or the Construction Manager, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If the Subcontractor requests approval of a substitution of material or equipment, the Subcontractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Subcontractor explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier. Approval of any such substitution is understood to rely on such warrant of performance. Prior to the Substantial Completion inspection, the Subcontractor shall deliver to the Construction Manager all warranties and operating instructions required under the Contract or to which the Subcontractor is entitled from manufacturers, suppliers, and Sub-contractors. All warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion. The warranty provided in this Article 50 shall be in addition to and not a limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require the Subcontractor to replace defective material and equipment and re-execute defective Work which is disclosed to the Subcontractor by or on behalf of the Construction Manager within a period of one (1) year after Substantial Completion of the entire Work in addition to other warranty obligations beyond one (1) year from Substantial Completion as provided for by law or by the Contract Documents.

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

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

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

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

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

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

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

ARTICLE 52 - APPRENTICES

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

ARTICLE 53 - GOVERNING LAW

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

ARTICLE 54 - NONDISCRIMINATION IN EMPLOYMENT

54.1 During the performance of the Contract, the Subcontractor agrees as follows:

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

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

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

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

ARTICLE 55 - AFFIRMATIVE ACTION; REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

End of Document

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UNIVERSITY OF KENTUCKY
SPECIAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION BY A CONSTRUCTION MANAGER AT RISK

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ARTICLE 01 GENERAL INFORMATION

- 1.1 These Special Conditions are intended to modify, supplement, or delete from, applicable Articles of the General Conditions.
- 1.2 Where any Article of the General Conditions is supplemented by these Special Conditions, the Article shall remain in effect and the supplement shall be added thereto.
- 1.3 Where Special Conditions conflict with General Conditions, provisions of the Special Conditions take precedence.

ARTICLE 02 PERMITS AND FEES

- 2.1 The Lexington Fayette Urban County Government (LFUCG) Sewer Tap Fee shall be secured and paid for by The Plumbing (Core and Shell) Subcontractor. The sewer tap fee is for all projects, regardless of type, is presently calculated by the LFUCG and is based on \$ 0.778 per square foot
- 2.2 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. Subcontractor will also be responsible for managing calling for inspections and close out of permits in coordination with the Construction Manager.

ARTICLE 03 (NOT USED)

ARTICLE 04 CONSULTANT

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

ARTICLE 05 GEOTECHNICAL REPORT

- 5.1 The Sub-Surface Geotechnical Report was prepared by Solid Ground Consulting Engineers. The report is included with the bid documents. Subcontractors shall make themselves familiar with the Geotechnical Report in preparing their bid.

ARTICLE 06 TIME FOR COMPLETION

- 6.1 The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be per project schedule consecutive calendar days from the date of commencement as specified in the Work Order letter, or as shown on the Construction Manager's Project Schedule, and Final Completion shall be 30 days thereafter.

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ARTICLE 07 LIQUIDATED DAMAGES

7.1 Should the Subcontractor fail to achieve Substantial Completion of the Work under this Contract on or before the date stipulated for Substantial Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Construction Manager is entitled to, and shall pay the Construction Manager as liquidated damages the sum of \$(Two Thousand Eight Hundred and Fifty) Dollars (\$400.00) for each consecutive calendar day that Substantial Completion has not been met.

7.2 Should the Subcontractor fail to achieve Final Completion of the Work under this Contract on or before the date stipulated for Final Completion (or such later date as may result from extensions in the Contract Time granted by the Owner), he agrees that the Construction Manager is entitled to, and shall pay the Construction Manager as liquidated damages the sum of \$1,650.00(One Thousand Six Hundred and Fifty Dollars (\$1,650.00)) for each consecutive calendar day until Final Completion is reached. See Article 3 of the Agreement.

ARTICLE 08 SUBMITTALS AND SHOP DRAWINGS

8.1 SUBMITTALS - GENERAL

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

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

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

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

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

8.1.6 Manufacturers shall, when requested by the Consultant, submit test reports prepared by reputable firms or laboratories certifying as to performance, operation, construction, wearability, etc., to support claims made by the manufacturer of the

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equipment or materials proposed for inclusion in the Work. Subcontractor shall also submit a list of three (3) installations where said equipment or materials have been in service for a minimum of five (5) years.

8.2 SUBMISSIONS - REVIEW

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

8.2.2 The following shall be verified prior to making submittals:

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

8.2.3 Review Stamp designations shall be as follows:

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

8.2.3.2

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

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

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

8.3 SUBMISSIONS - SPECIAL PROVISIONS

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

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

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

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

8.4 SHOP DRAWING AND PROCUREMENT SUBMITTAL LOG

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

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

8.5 Shop Drawings

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

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

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

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

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

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

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

8.6 SUBMISSIONS - SAMPLES

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

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

8.6.3 A minimum of three (3) samples are required to be submitted to the Construction Manager for review and approval and will be distributed as follows:

- a) One to be retained by the University;
- b) One to be returned to the Design Consultant;
- c) One to be returned to the Design Consultant;

Construction Manager retains the right to require additional samples, at the Construction Manager's option, for distribution to a third party.

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

8.7 SUBMISSIONS - OPERATION AND MAINTENANCE MANUALS

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

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

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

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

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

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

8.7.2.5 Copy of valve tag list;

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

8.7.2.7 Original copies of the following provided by the manufacturer:

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

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

8.7.2.9 Copies of all inspection and guarantee certificates, manufacturers' warranties with the University of Kentucky listed as the Owner for all equipment provided and/or installed.

8.7.2.10

Refer to the Official Design Standards **017800S01 – Closeout Submittals** for full details <https://www.uky.edu/cpmd/download/file/fid/78986>

8.7.2.11 If the O&M manuals from any one vendor covers several different model numbers, the model used on the Project must be highlighted.

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

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

8.8 SUBMISSIONS – AS - BUILT SET OF DRAWINGS

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

8.8.2 The Subcontractor shall provide and utilize a camera to photograph the installation of buried utilities and concealed items. The Subcontractor shall provide standard 3 1/2" x 5" photographs with negatives, or digital images (.jpeg format), which shall be submitted as part of the Operation and Maintenance Manuals submission. These

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photos should be mounted in a bound album with labeling as to subject of photo, date, and Project. Such album is to be kept at job site with the As - Built Set of Drawings until submittal of same.

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

8.9 SUBMISSIONS - SAP EQUIPMENT LIST

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

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

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

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

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

8.10 SUBMISSIONS – MAINTENANCE MATERIALS

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

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ARTICLE 8.9 Attachment A – Unifomat Component List

SAP Object Type No.	Component Name
D5030.0232	Access Control Panel
D3050.0110	Air Conditioning Comp Rm Unit
D3030.0610	Air Conditioning Compressor
D3030.0620	Air Conditioning Condensing Unit
D3050.0120	Air Conditioning Pkg Rooftop Unit
D3050.0130	Air Conditioning Pkg Terminal Unt
D3030.0630	Air Conditioning Split System
D3050.0140	Air Conditioning Unit Package
D3050.0150	Air Conditioning Unit Window
D3050.0710	Air Curtain / Heater
D2090.0120	Air Dryer
D3010.0443	Air Eliminator
D3040.0110	Air Handling Unit
D5090.0220	Auto Transfer Switch - Electrical
	Automatic Door Operator
D2020.0330	Backflow Preventers
D3020.0110	Boiler, Steam System
D5030.0241	Camera
D5030.0231	Card Access System
D3030.0300	Chiller, Reciprocate
E1090.0250	Chutes & Collectors
D5010.0510	Circuit Breaker Panel
F1020.0230	Clean Rooms
F1020.0240	Cold Storage Rooms
D2090.0110	Compressor, Air
D3060.0250	Controls, Building System
E1090.0317	Cooler, Commercial
D3030.0510	Cooling Tower, Packaged
D2010.1300	Copper Silver Ion Equipment
D4090.0510	Dampers Fire
D4090.0500	Dampers Fire/Smoke
D4090.0520	Dampers Smoke
D3050.0400	Dehumidifiers
D2090.0200	Deionized Water System
E1090.0391	Dishwasher, Commercial
B2030.0160	Door, Auto Entrance
B2030.0100	Door, Exterior Entrance

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C1020.0330	Door, Fire Separate
C1020.0320	Door, Smoke Partition
D2010.0800	Drinking Fountain
D5010.0350	Electric Switchboard
E1030.0310	Elevator, Dock Leveler
D1090.0120	Elevator, Dumbwait Electric
D1090.0130	Elevator, Dumbwait Hydraulic
D1010.0140	Elevator, Hydraulic Freight
D1010.0120	Elevator, Hydraulic Passenger
D1010.0230	Elevator, Platform Lift
D1010.0240	Elevator, Sidewalk Lift
D1010.0130	Elevator, Traction Freight
D1010.0110	Elevator, Traction Passenger
D1010.0220	Elevator, Wheelchair Lift
D2010.1100	Emergency Eyewash
D2010.1000	Emergency Eyewash/Shower
D5090.0810	Emergency Generator
D2010.1200	Emergency Shower
D3050.0600	Energy Recovery Unit
F1020.0260	Environmental Unit
D3040.0120	Fan
D3050.0520	Fan Coil Unit
D3040.0122	Fan, Axial
D3040.0121	Fan, Centrifugal
D3040.0410	Fan, Exhaust
D5030.0141	Fire Alarm Annunciator
D5030.0134	Fire Alarm AV Devices
D5030.0139	Fire Alarm Door Holder
D5030.0144	Fire Alarm Duct Detector
D5030.0133	Fire Alarm Heat Detectors
D5030.0136	Fire Alarm Horns
D5030.0131	Fire Alarm Panel
D5030.0135	Fire Alarm Pull Station
D5030.0137	Fire Alarm Signal Speaker
D5030.0132	Fire Alarm Smoke Detectors
D5030.0130	Fire Alarm System
D5030.0138	Fire Alarm Visual Signal Dev
D4030.0200	Fire Blanket & Cabinet
D4030.0100	Fire Extinguisher Cabinet
D4030.0300	Fire Extinguisher Wheeled
D4090.0300	Fire Extinguishing System, Clean

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D4090.0200	Fire Extinguishing System, CO2
D4090.0400	Fire Extinguishing System, Dry Chemical
D4090.0100	Fire Extinguishing System, Foam
D4090.0000	Fire Extinguishing System, Other
G3010.0310	Fire Hydrant
E1090.0330	Food Cooking Equipment
E1090.0310	Food Stor/Prep Equipment
D2090.0400	Fuel Oil System
D3040.0460	Fume Hood System
D3020.0310	Furnaces
D2030.0260	Grease Trap
D3050.0580	Heat Exchanger
D2020.0260	Heater Domestic Water
D3050.0521	Heater, Cabinet Unit
D3050.0581	Heater, Cast Iron Radiator
D3050.0530	Heater, Fin Tube Radiation
D3050.0540	Heater, Induction Unit
D3050.0560	Heater, Unit
D3050.0570	Heater, Unit Vent
F1040.0700	Heliport System
E1090.0340	Hood/Vent Equip
D3050.0300	Humidifier
E1090.0380	Ice Machines
D5020.0330	Light, Emergency Exterior
D5020.0230	Light, Emergency Interior
D5020.0231	Light, Exit
E1020.0831	Medical Air Compressor
E1020.0900	Medical Gas Alarm
E1020.1000	Medical Gas Area Alarm
E1020.0840	Medical Gas Auto Pressure Switch
E1020.0834	Medical Gas Manifold
E1020.0835	Medical Gas N2O
E1020.0839	Medical Gas Outlet
E1020.0837	Medical Gas Shut-off Valve
E1020.0830	Medical Gas System
E1020.0838	Medical Nitrogen
E1020.0810	Medical Sterilizer Equipment
E1020.0832	Medical Vacuum Pump
D5010.0711	Motor Control Center
D5010.0720	Motor, Electric
D5030.0431	Nurse Call System

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E1090.0210	Packaged Incinerator
D3010.0550	Packaged Solar Equipment
D5030.0420	Paging Systems
C1010.0180	Partition Fire Rated
C1010.0190	Partition, Smoke
D1090.0141	Pneumatic Tube Blower
D1090.0142	Pneumatic Tube Station
D1090.0140	Pneumatic Tube System
D1090.0143	Pneumatic Tube Transfer Unit
D3010.0430	Pump
D3030.0710	Pump, Air Source Heat
D3010.0432	Pump, Chilled Water
D2020.0222	Pump, Domestic Hot Water Recirculation
D2020.0221	Pump, Domestic Water Booster
D4010.0111	Pump, Fire
D3010.0431	Pump, Heating Water
D4010.0112	Pump, Jockey Fire
D3030.0720	Pump, Rooftop Heat
D3010.0433	Pump, Steam
D2040.0270	Pump, Sump
D2030.0330	Pump, Waste
D2020.0220	Pump, Water Booster
D3030.0730	Pump, Water Heat
E1090.0315	Refrigerator/Freezer, Commercial
D3040.0123	Return Air Fan
D2090.1200	Reverse Osmosis System
D3030.0420	Scroll Chiller
D4010.0300	Sprinkler, Combo System
D4010.0400	Sprinkler, Deluge System
D4010.0200	Sprinkler, Dry-Pipe
D4020.0100	Sprinkler, Standpipe
D4010.0100	Sprinkler, Wet-Pipe
D3050.0310	Steam Generator
D5010.0840	Switchgear, Medium Voltage
D3010.0441	Tank, Expansion Compressor
D2020.0310	Tank, Expansion Domestic
D2020.0320	Tank, Expansion Reheat
D2090.0410	Tank, Fuel Oil
D3010.0444	Tank, Steam Flash
D5010.0210	Transformer, Low-Volt 2nd
D5010.0410	Transformer, Low-Volt Inter

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D5010.0110	Transformer, Main
D3020.0150	Trap, Steam
D5090.0110	UPS - Computer
D5090.0120	UPS - Other
D2090.1310	Vacuum Pump
D3010.0435	VFD - Pump
D3040.0190	VFD HVAC
D5010.0850	VFD/VSD
E1090.0316	Walk-in-Refrigerator
D2090.0210	Water Softener Equipment
D3010.0490	Water Treatment Equipment

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ARTICLE 8.7.3 Attachment B – Equipment List Spreadsheet Data Categories

Unifomat	
Component ID	
Component Name	
Description	
Name	
Equipment No.	MCPPD or CPPD will enter this data
Model No.	
Room Location	
Functional Location	MCPPD or CPPD will enter this data
Manufacturer	
Supplier	
Installing Contractor	
Serial No.	
Main Work Center	MCPPD or CPPD will enter this data
Comments(30 char's)	MCPPD or CPPD will enter this data
Critical	MCPPD or CPPD will enter this data
JCAH Code	MCPPD or CPPD will enter this data
Patient Room?	MCPPD or CPPD will enter this data
Vendor ID	MCPPD or CPPD will enter this data
Vendor Type	MCPPD or CPPD will enter this data
Vendor - Other Info	MCPPD or CPPD will enter this data
Equipment Life	MCPPD or CPPD will enter this data
Area Serviced	
Contains Lead?	
Contains Asbestos?	
Contains PCBs?	
Motor Frame	
Motor Style	
Motor HP	
Motor Phase	
Motor Volts	
Motor RPM	
Fan CFM	

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Fan RPM	
Fan Static	
Fan Type	
Fan RPM 2	
Pump Head	
Pump Inlet	
Pump GPM	
Pump Outlet	
Motor Oper Amps	
Condition	MCPPD or CPPD will enter this data
Disconnect Location	
Motor FLA	
Belts	
Filters	

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ARTICLE 8.7.3 Attachment C - Example Preventative Maintenance Procedures

Description	Name	Equipment No.	Frequency	Maintenance Procedure	Maintenance Parts & Items
Air Handling Unit	AHU-1	M-12345	Monthly	Check Belts	
Air Handling Unit	AHU-1	M-12345	Quarterly	Grease bearings	Grease type xyz
Air Handling Unit	AHU-1	M-12345	Annually	Replace Belts	Belt model abc-123
Air Handling Unit	AHU-2	M-98765	Monthly	Check Belts	

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

ARTICLE 09 PLANS, DRAWINGS, AND SPECIFICATIONS

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

9.2 Not Used

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

ARTICLE 10 PROGRESS MEETINGS

10.1 In addition to specific coordination and pre-installation meetings for each element of Work, and other regular Project meetings held for other purposes, progress meetings will be held as outlined at the Preconstruction Meeting. Each entity then involved in planning, coordination or performance of Work shall be properly represented at each progress meeting. Agenda for meetings to be set by Construction Manager

10.2 Not Used.

10.3 Not Used.

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

ARTICLE 11 CRITICAL PATH METHOD (CPM) SCHEDULE (Not Used)

ARTICLE 12 WALK-THROUGH (NOT USED)

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ARTICLE 13 OWNER’S CONSTRUCTION REPRESENTATIVE

13.1 (NOT USED)

ARTICLE 14 FIELD OFFICE

14.1 Subcontractor shall make his own provision for field office for his own personnel and for incidental use by their Subcontractors. Quantity and location are subject to approval of the Construction Manager, Consultant, and the Owner's Project Manager.

14.2 Subcontractor is not required to provide a field office for use by the Owner or Consultant.

ARTICLE 15 TELEPHONE SERVICE

15.1 Subcontractor shall arrange for their own on-site phone, internet and other communications services. Telephone service during the length of construction shall be paid for by the Subcontractor

ARTICLE 16 CONSTRUCTION FENCE (Not Used)

ARTICLE 17 PROJECT SIGN

17.1 The Construction Manager shall furnish, install and maintain 2 Project signs during this Project. This sign shall be 4' x 8' x 3/4" exterior grade plywood mounted on 4" x 4" posts. Design shall be as provided by the Owner at a later date and shall include the name of the Owner, Project, Consultant, and Construction Manager.

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

ARTICLE 18 PARKING

18.1 No on-campus parking is available until August 2026. At that time, the Cancer Center parking garage will be available for on site parking to tradespeople working on the Cancer Center only. Access to the parking will be per the CM and Owners rules.

ARTICLE 19 SANITARY FACILITIES

19.1 At the beginning of the Project, before any Work is started, the Construction Manager shall furnish, install and maintain ample sanitary facilities for the workforce. Permanent toilets in the existing building shall not be used during construction of the Project. Drinking water shall be provided from an approved safe source, piped or

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transported as to be kept clean and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing governing health regulations.

ARTICLE 20 RULES OF MEASUREMENT

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

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

ARTICLE 21 ALLOWANCES

21.1 As stated in the General Conditions to the Contract, the Subcontractor shall have included in the Contract Amount all costs necessary to complete the Work

21.2 Costs based on allowances may be included in Subcontract bid packages only with the prior written approval of the Owner, and only for objectively quantifiable material items. Allowances are to be defined as part of bid package and quantified on Bid Breakdown Form.

21.3 Any allowance amounts included in a Subcontract bid package, but not expended for the approved task during the course of the work of that Subcontract, shall be deducted from the Subcontractor's contract by Change Order. Any additional amounts necessary to pay for additional cost of an allowance in a Subcontract bid package shall be funded from the Construction Contingency Fund.

21.4 (NOT USED)

21.4.1 (NOT USED)

21.4.2 (NOT USED)

ARTICLE 22 CONSTRUCTION CONTINGENCY FUNDS (Not Used)

ARTICLE 23 SEQUENCE OF CONSTRUCTION

23.1 (NOT USED)

23.2 (NOT USED)

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

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

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

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

ARTICLE 24 CRANE & MATERIAL HOIST OPERATIONS

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

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

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

ARTICLE 25 UTILITIES

25.1 When the various building systems are energized and connected to Owner's utility systems, but prior to turnover to and occupancy by the Owner, the Subcontractor is responsible to reimburse the Owner for Owner furnished utilities. These utilities include but not limited to steam, chilled water, domestic water, and electricity, provided by the

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Owner up to the date of Substantial Completion. Reimbursement will be payable monthly via a deductive change order to the contract. Unit costs for campus are as follows:

25.1.1 Steam is \$17.00/million BTU (1000 lb.) condensate measured through the building condensate meter (all condensate is to be returned). Mechanical (Core and Shell) Subcontractor to provide meter and carry an allowance per Bid Breakdown Form for consumption.

25.1.2 Chilled Water is \$16.25.00/million BTU (1000 lb.) measured through the building BTU meter. Mechanical (Core and Shell) Subcontractor to provide BTU meter and carry an allowance per Bid Breakdown Form for consumption.

25.1.3 Electricity is \$0.08/KWH measured through the building electric meter. Electrical (Core and Shell) Subcontractor shall provide metering as required and carry an Allowance per Bid Breakdown Form for consumption.

25.1.4 Water is supplied by Kentucky American Water Company (KAWC). Construction Manager shall pay KAWC directly until the Owner's beneficial occupancy date. The Plumbing (Core and Shell) Subcontractor shall pay KAWC directly for fire service. An Allowance will be established on the Bid Breakdown Form for Consumption.

25.1.5 Mechanical (Core and Shell) Subcontractor shall furnish gas meter and Columbia Gas Company directly for service until the until the Owner's beneficial occupancy date. An Allowance will be established on the Bid Breakdown Form for Consumption.

25.1.6 Electrical (Core and Shell) Subcontractor shall obtain from and pay UKIT Communications and Network Systems for the use of telephone services. An Allowance will be established on the Bid Breakdown Form for Consumption.

25.2 UTILITY OUTAGES

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

25.2.1.1 ENTIRE BUILDING OUTAGE. The Owner's Project Manager is the Construction Manager's contact with the University for requesting Utility Outages. The Owner's Project Manager will contact the proper departments and divisions within the University and receive approval from those units prior to allowing a planned outage to occur. The established standard within the University Departments and Divisions of an entire building or group of buildings shall be three weeks written notice. The written notice shall include the type of utility to be interrupted, reason for outage, length of outage, what will be affected by the outage, and a statement of whether or not the materials are on hand to complete the Work. If a specific time is desired for the outage it

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should be included. The Owner's Project Manager will insure that all parties affected are contacted and that a time which is least disruptive to all parties is selected. At the appointed outage time, Work shall begin and proceed continuously with all required manpower until Work is complete at no added cost to the University. The Owner's Project Manager will then notify all affected departments or divisions.

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

ARTICLE 26 CLEANING AND TRASH REMOVAL

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

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

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

26.4 All utility markings are to be made with water based marking paint with low Volatile Organic Compounds (VOC's) and high solids.

26.5 Upon Completion of the project, buried utility paint markings sprayed on walks and hardscapes are to be removed by non-destructive means such as pressure washing. Do not use chemicals. If a washed area is noticeable, the entire surface must be washed and or blended to match surrounding areas.

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

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26.7 Dumpsters will be provided and maintained by the General Works Subcontractor or as defined in bid packages. Subcontractors to coordinate with Construction Manager for dumpstering.

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

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

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

26.11 Subcontractor shall ensure that their forces shall only eat in designated break areas on the project. Subcontractor shall ensure that their forces shall only drink water outside of designated break areas. All food disposal shall be food specific waste and recycling containers as appropriate. General Trades contractor shall remove all food waste from the project on a daily basis.

26.12 Subcontractor shall ensure that their forces do not create unsanitary conditions that are contrary to project and University of Kentucky's infection control protocols. Subcontractor's whose forces violate infection control protocols will be held financially responsible for

26.13 HVAC Subcontractor(s) shall be responsible for ensuring that all ductwork remains clean and dust free. If dust is allowed, by action or inaction of the HVAC subcontractor(s) they shall be financially responsible for performing a ductwork cleaning at the end of the project.

ARTICLE 27 BLASTING

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

010000S01 Revised - Special Conditions – Subcontractor

ARTICLE 28 CUTTING AND PATCHING - NEW AND EXISTING WORK

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

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

ARTICLE 29 UNRELATED PROJECTS

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

ARTICLE 30 OWNER SUPPLIED MATERIALS

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

1. Major Electrical Equipment
2. Major Mechanical Equipment

30.2 All Pre-Ordered Material was specified to be shipped to the **Cancer Center / ASC**. It will be the appropriate C&S Subcontractor 's responsibility to receive and off load the Pre-Ordered Material. If there is damage to the Pre-Ordered Material, then the Construction Manager is to notify the Owner's Project Manager immediately so that the Owner can seek replacement material.

ARTICLE 31 REMOVED ITEMS (Not Used)

ARTICLE 32 INTERIOR ENCLOSURE AND DUST ENCAPSULATION (Not Used)

010000S01 Revised - Special Conditions – Subcontractor

ARTICLE 33 UKIT COMMUNICATIONS AND NETWORK SYSTEMS

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

ARTICLE 34 EMERGENCY VEHICLE ACCESS

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

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

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

35.2.1 When any fire alarm, detection or suppression system is impaired, a temporary system shall be provided. Subcontractor's performing Hot Work shall provide daily reports indicating to the Construction Manager's Superintendent that Subcontractor has walked through the project at the end of each work period, to satisfy himself there are no present conditions that may result in an accidental fire. Portable fire extinguishers shall be on site at all times by All Subcontractors. General Trades Subcontractor shall provide required Fire Extinguishers as required for general jobsite construction safety requirements. Crews performing hot work shall have fire extinguishers where hot work is being performed. The Fire Alarm Subcontractor is responsible for inspecting and testing any temporary systems on a monthly basis.

ARTICLE 36 SURVEYS, RECORDS, and REPORTS

010000S01 Revised - Special Conditions – Subcontractor

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

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

ARTICLE 37 SMOKING IS PROHIBITED

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

37.2 Not Used.

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

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

ARTICLE 38 ALTERNATES

38.1 Alternate(s) will be accepted as allowed by the governing UK procurement code and by UK direction. Alternates to be per the project documents.

38.2 Schedule of Alternates: (Not Used)

010000S01 Revised - Special Conditions – Subcontractor

ARTICLE 39 FIELD CONSTRUCTED MOCK UPS (NOT USED)

39.1 Exterior Finishes

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

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

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

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

Each type of exposed Work.

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

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

39.2 Interior Finishes

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

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

010000S01 Revised - Special Conditions – Subcontractor

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

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

ARTICLE 40 PROJECT COORDINATION VIA COMPUTER

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

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

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

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

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

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

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

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

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

01000S01 Revised - Special Conditions – Subcontractor

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

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

ARTICLE 41 HOT WORK PERMITS

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

ARTICLE 42 INSURANCE

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

42.2.1 Commercial General Liability Insurance. If the work involved requires the use of helicopters, a separate aviation liability policy with limits of liability of \$100,000,000 will be required. If cranes and rigging are involved, a separate inland marine policy with liability limits of \$15,000,000 will be required.

42.2.1.1 The limits of liability shall not be less than \$5,000,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than \$2,000,000 for each person and each occurrence and \$1,000,000 for property damage.

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

42.2.3 Excess or Umbrella Liability Insurance. This policy shall have a minimum of \$10,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies.

01000S01 Revised - Special Conditions – Subcontractor

42.2.4 Workers' Compensation- Statutory Requirements (Kentucky)

ARTICLE 43 KEY ACCESS (Not Used)

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

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

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

ARTICLE 44 CEILING CLEARANCE

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

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

ARTICLE 45 METAL ANCHORS

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

ARTICLE 46 LOADING DOCK (Not Used)

ARTICLE 47 CONSTRUCTION PATH

010000S01 Revised - Special Conditions – Subcontractor

47.1 All construction access into existing Hospital shall be via the Cancer Center bridge, or as otherwise directed by CM and Owner's Project Manager.

ARTICLE 48 HOSPITAL PROJECT PROCEDURE

48.1 All construction in the existing Hospital shall comply with all Infection Control and prevention procedures as defined by the Owner, Owner's Project Manager, and the CM.

48.2 All Subcontractors are to comply with work permits within existing hospital space and comply with all shut down and interruption of service requirements as noted elsewhere in this document.

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

49.1 All Subcontractors are to assume work inside the Pav A building to be on nights or weekends. All work hours to be coordinated with the Owner, Owner's Project Manager, and the CM.

ARTICLE 50 SECURITY BADGES AND MEDICAL CENTER SECURITY

50.1 All Subcontractors forces that are to work within the Pav A building shall apply for and bear the cost of security badges as required by the hospital. All access and security requirements to be coordinated with the Owner, Owner's Project Manager, and the CM.

ARTICLE 51 HOSPITAL CONSTRUCTION CERTIFICATION

51.1 This Project involves working in what will become a fully functioning Medical Facility. Individuals responsible for the work occurring on the site should be thoroughly familiar with the hazards and procedures associated with construction in the healthcare environment.

51.2 All superintendents and foremen for the Construction Manager and the Mechanical and Electrical sub-contractors shall be required to hold at least one (1) of the certifications listed below from the associated organizations prior to working on the project.

Healthcare Construction Certificate - American Society for Healthcare Engineers
Certified Healthcare Contractor – Kentucky Society of Healthcare Engineers

51.3 Should the required certifications not be in effect at the date of the work order, the University project manager may, at his or her discretion, grant a grace period for the required training.

ARTICLE 52 APPEARANCE (Not Used)

010000S01 Revised - Special Conditions – Subcontractor

ARTICLE 53 HIPAA (The Health Insurance Portability and Accountability Act) (Not Used)

ARTICLE 54 SAFETY & FIRE PROCEDURES (Not Used)

ARTICLE 55 INTERIM LIFE SAFETY MEASURES (ILSM) (Not Used)

ARTICLE 56 TREE PROTECTION STANDARDS

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

ARTICLE 57 CONTRACTOR/SUPERINTENDENT EXPERIENCE

See Article 51

ARTICLE 58 COVID-19 POLICY

Any and all companies/organizations working on the University of Kentucky's campus shall have in place for the period of the contract a COVID-19 policy that is consistent with the University of Kentucky's current COVID-19 policy.

A F F I D A V I T

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

1. That affiant is the contractor awarded a contract by the University of Kentucky on **Project# UK-2563.30-20-25 CTC & AAC Modular Casework.**
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of _____)

County of _____)

Subscribed and sworn to before me by _____ on this _____

day of _____, 2025.

My commission expires _____

Notary Public, State at Large

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project# UK-2563.30-20-25 CTC & AAC Modular Casework (the “Project”), with the contract price or amount of \$[AMOUNT].

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

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

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

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

- (c) **Contract** means that certain agreement dated [DATE] for the construction of Project# UK-2563.30-20-25 CTC & AAC Modular Casework (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
- (d) **Contract Change** means any change order, change of time, extension of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.
3. **Guaranty:** The Principal and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner, as obligee of the Bond, to pay all Claimants having just and lawful claims (as defined above). The Principal and Surety likewise guarantee the faithful payment of the prevailing hourly wage as set forth in the schedule incorporated into the bid documents unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550.
4. **Bond Amount:** The bond amount is \$[AMOUNT]. This amount shall be increased automatically by Contract Changes to the contract price or amount and shall not limit the Surety’s obligation or liability under the Bond for paying attorney fees, costs, or other legal expenses incurred by the Owner, which may be in excess of the bond amount as increased.
5. **Defeasance:** Except as provided by the Contract, the Principal and Surety shall have no obligations under the Bond if the Principal during the original term of the Contract, any extensions thereof which may be granted by the Owner with or without notice to the Surety, the guaranty period, the warranty period, and other periods limited only by statutes of limitation (a) promptly pays all Claimants; (b) satisfies all claims and demands incurred under the Contract; and (c) fully indemnifies and saves harmless the Owner from all costs, damages, attorney fees, consultant fees, and other expenses that it may suffer by reason of the Principal’s failure to do so. The Bond will otherwise remain in full force and effect.
6. **Amendment:** The Bond, including without limitation the Bond Amount, will be deemed amended, automatically and immediately without separate or written amendments hereto, upon any Contract Changes. The Principal and Surety agree to be bound by any Contract Changes. The Surety waives notice of any Contract Changes.
7. **Interpretation:** The Bond will be interpreted and enforced in accordance with Kentucky law. The Principal and Surety agree that they have taken part in drafting the Bond, which will not be construed against or in favor of any other party on the basis of drafting. To the extent that this instrument contradicts the Contract, the Contract will control.
8. **Beneficiaries:** The Principal and Surety agree that (a) the Bond will insure to the benefit of the Owner and all Claimants having just and lawful claims (as defined above) (collectively the “Beneficiaries”), whether or not they have any direct contractual relationship with the Principal; (b) the Beneficiaries may maintain independent actions upon this Bond in their own names; and (c) no final settlement between the Owner and Principal will abridge the right of other Beneficiaries with unsatisfied claims.

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

ATTEST:
WITNESSES:

PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:
WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

UNIVERSITY OF KENTUCKY
CAPITAL CONSTRUCTION PROCUREMENT SECTION

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the University of Kentucky (the “Owner”) and [CONTRACTOR’S NAME] (the “Principal”) have entered into a contract for the construction of Project# UK-2563.30-20-25 CTC & AAC Modular Casework (the “Project”), with the contract price or amount of \$[AMOUNT].

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

WHEREAS, [SURETY’S NAME] (the “Surety”), a surety company authorized to do business in the Commonwealth of Kentucky, has agreed to issue such bond.

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

1. **Recitations:** The recitals above are true and substantive parts of this instrument.
2. **Definitions:** The following terms are defined for the purposes of this instrument:
 - (a) **Bond** means this instrument and the terms and conditions of the Contract (as defined herein), both express and implied, which are incorporated herein by reference and constitute a part of this instrument to the same extent and effect as though copied verbatim herein, and are legally binding on the Principal and Surety including the obligations of the Surety provided therein.
 - (b) **Contract** means that certain agreement dated [DATE] for the construction of Project# UK-2563.30-20-25 CTC & AAC Modular Casework (the “Project”), all documents that comprise the agreement, any documents incorporated therein by reference, and any Contract Changes (as defined herein).
 - (c) **Contract Change** means any change order, change of time, extensions of time, amendment, modification, addition, or other alteration, material or otherwise, to the Contract, the contract price or amount, the work to be performed under the Contract, or the specifications accompanying same.

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

SAMPLE

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

ATTEST:

WITNESSES:

PRINCIPAL

Witness as to PRINCIPAL

By

Witness as to PRINCIPAL

Title

ATTEST:

WITNESSES:

SURETY

Witness as to SURETY

By

Witness as to SURETY

Attorney-in-Fact

UNIVERSITY OF KENTUCKY
CONSTRUCTION PROCUREMENT

**CONTRACTOR/BIDDER
DETERMINATION OF RESPONSIBILITY**

1. Purpose

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

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

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

2. Application Submittal

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

3. Insurance Requirements

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

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

Contractor/Bidder
Determination of Responsibility
Submittal
CCK-2671.0-1-25

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

1. Name of Firm _____
Headquarters Street Address _____
City, State, Zip _____
Local Mailing Address _____
City, State, Zip _____
Contact Person _____
Phone () _____
email address _____
Registered Agent _____
Mailing Address _____
City, State, Zip _____
2. Attach evidence of good standing with the Kentucky Secretary of State. If a sole proprietorship or general partnership, so state.
3. In the past five years, has the firm been fined for violating state or federal safety, wage & hour, or environmental laws?
_____No _____Yes If yes, attach an explanation.
4. Provide your firm's Experience Modification Rate (EMR). _____ Attach documentation of this rate.

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

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

_____No _____Yes If yes, attach an explanation.

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

_____No _____Yes If yes, attach an explanation.

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

_____No _____Yes If yes, attach an explanation.

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

9. Surety Info:

Surety Company Name _____

Street Address _____

City, State, Zip _____

Phone Number () _____

Local Bond Agency _____

Kentucky Licensed Agent _____

Street Address _____

City, State, Zip _____

Phone Number () _____

10. Bonding Capacity:

Current level of bonding capacity authorized by the surety:

Single Limit \$ _____

Aggregate Limit \$ _____

Bond Premium per \$1,000: _____

11. Bank Reference

Bank Name _____

Street Address _____

City, State, Zip _____

Phone Number () _____

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

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

Name: _____

Phone: (_____) _____

email address: _____

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

Name: _____

Phone: (_____) _____

email address: _____

Certification and Signature:

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

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

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

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

Signature _____ Name _____
Title _____

State of _____) County of)

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

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

_____. (firm)

Notary Public _____,
Kentucky My Commission expires: _____



SUBCONTRACT AGREEMENT ("Agreement" or "Subcontract")		Agreement No. 223026TS0001	
"Subcontractor": WALSH CONSTRUCTION COMPANY II, LLC Phone: 312-563-5400 Fax: 312-563-5459	Date of Agreement: October 07, 2024 Project / Job #: 223026 "Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center Project Address: 125 Waller Ave Lexington, KY 40503		
Owner: UNIVERSITY OF KENTUCKY Architect / Engineer: CHAMPLIN ARCHITECTURE Engineer: CMTA, INC			
Walsh Construction Company II, LLC ("Contractor") and Subcontractor hereby agree as follows: Furnish all labor, materials, equipment, insurance, taxes, and supervision as required to fully fabricate, deliver F.O.B. to Project and install all TEMPLATE 01 as more completely described in the exhibits attached hereto, in strict compliance with the plans and specifications and as directed by Contractor. Unless noted otherwise, the Subcontract Amount includes all Federal, State, Local and Municipal Taxes, as may be required by law. This Agreement is subject to Retention of: 10% Included in the Subcontract Amount, Subcontractor Shall provide Payment and Performance Bonds, if required Subcontractor shall use the forms provided in an Exhibit of this Agreement. <p style="text-align: right;">Unless noted otherwise, the Amount of this Agreement is in US Dollars</p> <p style="text-align: right;">The Subcontractor will complete all Contract Work for the total Subcontract Amount of : \$</p>			
The following documents are attached and hereby expressly incorporated into this Agreement: EXHIBIT A - TERMS & CONDITIONS EXHIBIT B - SCOPE, CLARIFICATION, ALTERNATES and UNIT PRICES EXHIBIT C - CONTRACT DOCUMENTS EXHIBIT D - INSURANCE REQUIREMENTS EXHIBIT E - STANDARD OPERATING PROCEDURES EXHIBIT F - PROCEDURES FOR PROGRESS PAYMENTS EXHIBIT G - SAFETY REQUIREMENTS EXHIBIT H - PAYMENT and PERFORMANCE BOND FORMS EXHIBIT H.1 - INTENTIONALLY OMITTED EXHIBIT I - PARTIAL and FINAL WAIVER and RELEASE FORMS EXHIBIT J - BUILDING INFORMATION MODELING EXHIBIT K - INTENTIONALLY OMITTED EXHIBIT L - INTENTIONALLY OMITTED EXHIBIT M - SUBCONTRACTOR / SELLER QUALITY REQUIREMENTS EXHIBIT N - TEXTRA PAYMENT MANAGEMENT SYSTEMS EXHIBIT O - SCHEDULE EXHIBIT P - DESIGN TERMS AND CONDITIONS			
By executing this Agreement, the Subcontractor certifies that it is fully familiar with all the terms of the Contract Documents, the site conditions of Project, and the climatic and physical conditions under which the Subcontractor's Work is to be performed, and enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of the Contractor. The Subcontractor also understands that this Subcontract is expressly contingent on both the Contractor executing a contract with the Owner for the Project, and the Owner approving the Subcontractor for the Subcontractor's work. Subcontractor is not authorized to perform any Work under this Agreement until Contractor enters into a Prime Contract with the Owner and any Work performed or preparations to perform Work by Subcontractor prior to such time shall be at the sole expense of Subcontractor.			

Subcontractor: **WALSH CONSTRUCTION COMPANY II, LLC**

Contractor: **Walsh Construction Company II, LLC**

Signed
by:

Signed
by:

Printed
Name:

Printed
Name:

Thomas J. Caplis

Title:

Title:

Senior Vice President - BGL

Date:

Date:

THIS CONTRACT CONTAINS PROVISIONS WHICH INDEMNIFY AND/OR RELEASE THE INDEMNIFIED AND/OR RELEASED PARTY FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND OTHER LEGAL FAULT.

Invoices Received Without Agreement Number Will Be Returned Unpaid.

PLEASE SIGN AND RETURN ALL ORIGINALS

EXHIBIT A

TERMS and CONDITIONS

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

ARTICLE 1 - SCOPE OF WORK CONDITIONS

1.1 Subcontractor's Work. Subcontractor shall perform, furnish and be responsible for all work, supervision, labor, materials, hoisting, tools, equipment, supplies, temporary services, maintenance, and all other things necessary or incidental to construct and complete the work described within this Agreement, in strict accordance and full compliance with the Contract Documents. The "Contract Documents" consist of both: (1) this Agreement; and (2) the contract between the Owner and Contractor and all conditions, requirements, specifications, drawings, changes, modifications, revisions, responses, and addendum associated with that contract (collectively the "Prime Contract"). Collectively these requirements and responsibilities of the Subcontractor are referred to as either the "Subcontractor's Work" or "Contract Work". This Agreement is contingent upon the Contractor entering into the Prime Contract with the Owner and contingent upon the Owner's approval and acceptance of the Subcontractor. Any work performed by Subcontractor prior to such time shall be at the sole expense of Subcontractor. Commencement by Subcontractor of any part of its work or responsibilities under this Agreement, whether at the Project or elsewhere, after Subcontractor's receipt of, but prior to its execution of, this Agreement, will be deemed to be Subcontractor's (a) agreement to the terms and conditions of this Agreement, without limitations or modification, and (b) Subcontractor's acceptance of all conditions at the Project. The parties intend that all work customarily included in Subcontractor's Work shall be performed by Subcontractor, including any and all items and services consistent with, contemplated by and reasonably inferable from the Contract Documents, whether or not such items and services are specifically mentioned therein.

In the event the Subcontractor's Work 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 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.

1.2 Mutual Obligations. The Subcontractor assumes toward Contractor all of the obligations, risks and responsibilities that Contractor by the Contract Documents, has assumed toward the Owner and the Subcontractor is bound to the Contractor by those obligations in the same manner as the Contractor is bound to the Owner. Contractor also has all rights and remedies against Subcontractor which Owner, under the Contract Documents, has against the Contractor. Subcontractor's rights and remedies against Contractor are the rights and remedies expressly provided to Subcontractor in this Agreement.

The parties to this Agreement acknowledge that they understand the terms of this Agreement, have entered into this Agreement freely and voluntarily and without coercion or undue influence, that the terms of this Agreement represent a fair bargain, and neither party had an unfair negotiating advantage over the other party. The parties acknowledge that they participated jointly in the negotiation and preparation of this Agreement and each party represents that it has obtained the advice of legal counsel to review and comment upon the terms and conditions contained herein. Accordingly, it is agreed that no rule of construction shall apply against or in favor of any party. Subcontractor is not a third-party beneficiary to any agreement relating to the Project.

ARTICLE 2 - SCHEDULE OF WORK

2.1 Time is of the Essence. Subcontractor shall proceed with Subcontractor's Work in accordance with Contractor's schedules as amended by Contractor from time to time. Contractor shall have the right to direct the sequence and pace of Subcontractor's Work, including overtime, without monetary compensation to Subcontractor and the Contractor controls the use of float on schedules pertaining to this Agreement. Subcontractor shall supply sufficient labor, equipment and material to enable Contractor, Owner and all other subcontractors to complete the construction of the entire Project in the time required by the Prime Contract. The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work. THE TIME OF SUBCONTRACTOR'S PERFORMANCE IS OF THE ESSENCE.

2.2 Work Schedules. Subcontractor shall, immediately after the award of the Subcontract, prepare and submit for Contractor's information an estimated progress schedule for the Subcontractor's Work in a form acceptable to Contractor. The schedule shall be in writing and revised by the Subcontractor as required by the Contractor and shall be subject to Contractor's approval. Subcontractor shall promptly inform Contractor of any delays encountered or anticipated in the schedule and shall be presented at the project meetings. Contractor's receipt, review and/or acceptance of Subcontractor's schedules shall not constitute an amendment to this Agreement nor satisfy any notice requirements of this Agreement or of the Contract Documents.

2.3 Owner-furnished Items. Subcontractor agrees to assist the Owner and Contractor in the expediting and tracking of the Owner-furnished items that Subcontractor is to install to ensure that their delivery coincides with the project schedule.

ARTICLE 3 - PAYMENT

3.1 Schedule of Values. Unless Contractor agrees otherwise, the Subcontractor shall provide a schedule of values satisfactory to the Contractor and the Owner within fifteen (15) days after the date of execution of this Agreement. Unless explicitly stated otherwise, the prices in this Agreement are firm for the duration of this Agreement and are in United States dollars.

3.2. Progress Payment Application. The Subcontractor's progress payment application shall be submitted to the Contractor in a form and with content and documentation acceptable to Contractor and Owner.

3.3 Retention. Contractor may retain from each progress payment sums otherwise due Subcontractor. The amount of retention shall be the amount retained from the Contractor's payment from Owner for the Subcontractor's Work. Such retention shall be in addition to such other sums which Contractor has a right to withhold pursuant to this Agreement and the Contract Documents.

3.4 Time of Application. The Subcontractor shall submit progress payment applications to the Contractor at such regular dates as may be directed by Contractor.

3.5 Stored Materials. If approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work conditioned upon terms and procedures satisfactory to the Owner and Contractor. Approval and payment by the Owner to the Contractor for said stored material and equipment is an absolute express condition precedent to payment by Contractor to Subcontractor. The Contractor, at its sole discretion, may require one of the following from the Subcontractor as part of the Stored Material process:

1. Warehouse Agreement. The goods to be stored shall be placed into the possession of a warehouseman subject to a warehouse agreement containing terms acceptable to the Contractor. The liability of the warehouseman for failure to properly store and deliver the goods shall be covered by insurance or a performance bond provided by the warehouseman and acceptable to the Contractor. Upon placing the goods into the possession of the warehouseman, a non-negotiable warehouse receipt, in a form acceptable to the Contractor, shall be issued to the Contractor.

2. Bill of Sale with Additional Storage Provisions. Although less desirable than a warehouse agreement, the Contractor may allow the Subcontractor to provide Contractor a Bill of Sale for the material to be stored, in a form provided by the Contractor. The Subcontractor shall separate the stored material from any other goods in the possession of the Subcontractor and shall maintain the stored material in a condition such that at all times the stored material are ready for immediate delivery and incorporation into the Project. The Subcontractor warrants that the stored material shall remain free and clear from any security interest, lien, title retention agreement, or other adverse claim. The Subcontractor shall specifically, permanently, mark the stored material as the exclusive property of the Contractor. The Subcontractor shall procure insurance on the goods for the full value of the stored material, in a form satisfactory to the Contractor, naming the Contractor and Owner as insured.

Regardless of any dispute between Contractor and Subcontractor, if Contractor has partially or fully paid Subcontractor for material or equipment as part of this Agreement, either as stored material or otherwise, upon written demand by Contractor, Subcontractor shall immediately ship, as directed by the Contractor, the material and equipment to be purchased under this Agreement. The Contractor may have no adequate remedy at law for Subcontractor's refusal to immediately ship the material or equipment as directed by Contractor, thus Contractor shall be entitled to enforce its demand for immediate shipment of the stored or other material by temporary or permanent injunctive relief or mandamus obtained in any court of competent jurisdiction, without posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available to Contractor at law or in equity, and any attorneys' fees and costs incurred by Contractor in such instance shall be due from Subcontractor. Invoicing for stored material or equipment off-site must reflect a minimum of ten percent (10%) withholding, in addition to any other retention, for transportation costs associated with delivery to the jobsite, which shall be withheld until the stored material or equipment has been incorporated into the Project and accepted by the Owner. Regardless of any payment, the risk of loss for stored materials or equipment at all times shall remain upon Subcontractor until final acceptance of the Project by Owner.

Subcontractor shall defend, indemnify, and hold harmless Contractor, Contractor's surety, and Owner against all claims, judgments, settlements, damages, suits, actions, liability, fines, penalties, costs, and expenses (including but not limited to attorneys and expert fees and costs of litigation, arbitration, or mediation) arising out of or relating in any way to any third party's assertion of a lien, encumbrance or interest in stored materials or equipment.

3.6 Time of Payment. To the fullest extent permitted by law, if Subcontractor is in compliance with this Agreement and if, and only if, Owner pays Contractor, which is an express condition precedent to Contractor's duty to pay Subcontractor and that the Subcontractor intends to assume the risk of nonpayment, Progress Payments shall be due to Subcontractor no later than fifteen (15) days after receipt of payment from Owner by Contractor. Regardless of whether the forgoing condition precedent is unenforceable in the jurisdiction where the Project is located, Contractor and its surety shall have a reasonable period of time to tender payment, which includes the time necessary for the Owner to process and make a progress or final payment or decide a Pass Through Claim, and for the Contractor to fully adjudicate any disputes with third parties which are related to this Agreement (collectively referred to as a "Reasonable Period of Time"). For purposes of this section, "fully adjudicate" means the completion of mediations, arbitrations, trials or any combinations thereof, together with such appeals as may be taken from any decisions, orders, judgments, opinions, or such similar rulings as may result therefrom. The Subcontractor shall toll, stay, and file no mechanics lien and waives its right to make any claim on the Contractor's payment bond, including a Miller Act bond, for which the Owner has not paid the Contractor whether in regards to progress payments, final payments, claims, or Pass Through Claims. The Owner and Contractor's surety are an express third party beneficiary of this promise. No final or progress payment made under this Agreement shall be considered an acceptance of Subcontractor's Work, in whole or in part. Contractor may, at its sole discretion: (1) unilaterally deduct or set off as allowed in this Agreement; (2) pay all or any part of the Subcontract price in a greater amount or at an earlier time than otherwise allowed, required, or specified herein, either as an advance or otherwise; or (3) not require a security interest or collateral related to any payment; in which event, all other terms and conditions hereof, and any bonds furnished hereunder by the Subcontractor, even if such action or inaction by the Contractor is prejudicial to the Subcontractor's surety, shall be unaffected thereby and shall remain in full force and effect, and the Subcontractor's surety shall not use such action or inaction by the Contractor as a defense, either partial or otherwise, to any claim by the Contractor. Payment will be made by Contractor only after: i) inspection of the Subcontractor's Work; ii) receipt by Contractor of the executed original copy of this Agreement and insurance and bond required from the Subcontractor and warehouseman if payment is for Stored Material; iii) receipt of Subcontractor's invoice; iv) receipt of Waivers and affidavits from Subcontractor and Subcontractor's lower tiers as required by this Agreement; v) if required by the Contractor, consent of Subcontractor's surety to payment and letters from the unions which state that the Subcontractor is current with its payment obligations to the unions, in forms acceptable to the Contractor; vi) receipt of Subcontractor's Project Records required by this Agreement; and vii) receipt by Contractor, of payment from Owner, for Subcontractor's Work.

3.7 Unit Prices. Unit prices contained within this Agreement are fixed for the duration of this Agreement and represent full payment for all such Subcontractor's Work, including Subcontractor's overhead and profit. The Owner, Architect/Engineer and/or Contractor may make a final and binding determination regarding the quantity of Subcontractor's in place Work to be paid, and the Owner, Architect/Engineer and/or Contractor may establish new unit prices consistent with existing prices where none currently exist. Only Subcontractor's satisfactory in place Work shall be paid by Contractor to Subcontractor pursuant to the terms of this Agreement. Final unit price quantities in this Agreement may vary significantly and materially from original estimated quantities as contained in this Agreement. Quantity variation will not be reason to renegotiate a unit price, unless the renegotiation is requested by Owner or Contractor. In the event of any overpayments, Subcontractor shall reimburse Contractor for any such overpayments after final quantities have been determined by Contractor or Owner.

3.8 Tariffs, Surcharges, Taxes, & Duties. The prices herein specified shall, unless otherwise expressly stated, be fixed for the duration of this Agreement and shall include all permits, fees, licenses, tariffs, surcharges, taxes, and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the Subcontractor's Work (collectively "Surcharge"). If the Contractor is required to pay any Surcharge, the Subcontractor shall reimburse the Contractor the amount of the Surcharge payment.

3.9 Payment Use Restriction. All payments made by Contractor, its surety, or the Owner, to Subcontractor are made to, and accepted by, Subcontractor as trustee for the benefit of Subcontractor's employees, material suppliers, lower tier subcontractors, unions, and other entities or individuals due money arising from the Subcontractor's Work (collectively "Subcontractor's Creditors"). All payments received by the Subcontractor shall first be used to satisfy any indebtedness owed to the Subcontractor's Creditors. The Contractor shall have the right at all times to contact the Subcontractor's Creditors to ensure that they are being paid by the Subcontractor.

3.10 Waivers and Affidavits. As a prerequisite for payment, the Subcontractor shall provide, from itself and its subcontractors and suppliers, fully executed conditional waiver and release forms as provided in an exhibit of this Agreement, as specified by applicable statute, and as required by the Owner and Owner's lender (collectively "Waivers"). Subcontractor agrees that Subcontractor's executed waivers are not receipts for payment, but instead are knowing and willful acknowledgements that Subcontractor has been fully paid through the date on which the waiver is executed. Subcontractor further agrees that the terms of those Waivers are enforceable against the Subcontractor notwithstanding statute or case law to the contrary, and if, without the written consent of the Contractor, the Subcontractor has modified the Waivers in any manner ("Modified Waivers") and has received payment from the Contractor in exchange for the Modified Waivers, the modifications shall be stricken from the Modified Waivers, the language required by the Waivers shall be reinserted into the Modified Waivers, and the Contractor shall not have been deemed to have accepted the Modified Waiver and the Subcontractor shall be deemed to have executed unmodified Waivers. Also as a prerequisite for payment, Subcontractor must present unconditional Waivers from itself and its subcontractors and suppliers for the immediately preceding pay estimate before Subcontractor is entitled to be paid by Contractor for the current pay estimate. Also as a prerequisite for payment, the Contractor may require Subcontractor to provide copies of subcontracts and purchase orders from Subcontractor's lower tier subcontractors and suppliers. Subcontractor warrants and represents that the information contained in the Waiver is correct and that the individual signing the Waivers for the Subcontractor has the authority to waive and release the Subcontractor's rights, including but not limited to its Miller Act rights to sue, and that the Contractor may rely on said warrant and representation. Subcontractor and its surety shall indemnify, defend and hold Contractor, the Owner, the Project funds, the Project site, and Contractor's surety harmless from and against any claim for, or notice of, lien, encumbrance, payment bond claim, or other claim for payment or notice of non-payment (collectively "Lien"), any suit to enforce or recover or foreclose upon a Lien, and from any costs, expenses, attorney and consultant fees, incurred by Contractor or its surety in connection with any Lien, or which arises or is alleged to arise in connection with Subcontractor's Work or is asserted by any of Subcontractor's subcontractors, suppliers, employees, sureties, creditors, labor unions, or laborers ("Subcontractor's Lien Costs"). Contractor or its surety may discharge the Lien without notice to any party and Subcontractor and its surety shall reimburse Contractor and its surety for any Subcontractor's Lien Costs.

3.11 Subcontractor Payment Failure. In the event Contractor has reason to believe that the Subcontractor's labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being, or may not be, paid, the Contractor may take any steps Contractor deems necessary to ensure that such obligations are paid, including, but not limited to, issuance of checks jointly to Subcontractor and the person or entity to whom Subcontractor owes an obligation, or direct payment to such person or entity and Subcontractor waives any claims against Contractor for Contractor's payment of any amounts to such persons or entities. Any such payments made by the Contractor shall be credited against funds otherwise due Subcontractor under this Agreement. Subcontractor also agrees to execute the documents required by the Owner pertaining to the issuance of joint checks.

3.12 Right of Set Off. Contractor may withhold and unilaterally deduct, and Subcontractor shall reimburse Contractor for, amounts otherwise due under this Agreement, or otherwise due under any other agreements ("Other Agreements") in which either Contractor, Subcontractor, or any of their members, parties, owners, partners, directors, managers, or officers, has an ownership interest, sub-affiliation, or corporate affiliation ("Related Entity"), to cover the Contractor's reasonable estimate of any costs, damages, or liability Contractor has incurred or may incur, which are in any manner caused or claimed to be caused, or may be caused, by any act or omission of Subcontractor or its Related Entity in connection with this Agreement or Other Agreements, and to also reimburse Contractor for its costs associated with performing Subcontractor's Work if Subcontractor fails to perform same or prior to Subcontractor's default.

3.13 Final Payment Application. Upon Subcontractor's fulfillment of all of the Subcontractor's obligations under this Agreement, including but not limited to, satisfactory completion of the Subcontractor's punch list and furnishing the close-out documentation required by the Prime Contract pertaining to the Subcontractor's Work, the Contractor shall forward the Subcontractor's application for final payment to Owner.

3.14 Final Payment Requirements. Before the Contractor shall be required to final pay a Subcontractor, the Subcontractor shall submit to the Contractor: (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work have been paid or otherwise satisfied (ii) a conditional final Waiver from itself and unconditional final Waivers from all of Subcontractor's lower tier subcontractors, suppliers, or other entities due money arising from the Subcontractor's Work; (iii) if required by the Contractor, consent from Subcontractor's surety to final payment; (iv) satisfaction of required close-out procedures and documentation; and (v) other data and documents required by the Contractor or Owner, such as Project Records, receipts, releases, and waivers of lien. If Subcontractor is in compliance with this Agreement and if, and only if, Owner pays Contractor which is an express condition precedent to Contractor's duty to pay Subcontractor and that the Subcontractor intends to assume the risk of nonpayment, final payment shall be due to Subcontractor no later than thirty (30) days after the Contractor's receipt of what the Contractor considers to be its final payment from Owner. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work. Subcontractor agrees that Subcontractor's executed unconditional final waiver is not a receipt for payment, but instead is a knowing and willful acknowledgement that Subcontractor has been fully paid for all Work that it performed on the Project. All of Subcontractor's obligations pursuant to this Agreement shall be preserved notwithstanding final payment or termination of this Agreement. Final payment shall not constitute acceptance of Subcontractor's Work.

ARTICLE 4 - WORK DIRECTIVES AND CHANGES, CLAIMS AND DELAYS

4.1 Work Directives and Changes. When the Contractor in writing, directs the Subcontractor to perform work, the Subcontractor shall promptly and without delay, and whether disputed or otherwise, perform the directed work. If the Subcontractor disputes that it is required to perform as directed, the Subcontractor has the right to follow this Agreement's Claim procedures, but must promptly perform the work as directed. The adjustment, if any, to the Subcontract price or time arising from the Claim will be set forth in a Subcontract Change Order. In the absence of total agreement on the terms of a Subcontract Change Order, the Contractor may execute a unilateral Subcontract Change Order which shall be binding on the Subcontractor and its surety. An express condition precedent to payment to Subcontractor by Contractor for Owner changes is that Contractor shall have received payment from Owner for Subcontractor's changed Work. If the Owner does not pay the Contractor the entire amount requested for the change, the Subcontractor's payment shall be reduced as determined by the Contractor or what is actually received by Contractor on Subcontractor's behalf.

4.2 Changed Work at Time and Material. The Contractor may order changed work to be performed on a time and material basis. Subcontractor shall accept as full payment for this work an amount equal to the direct cost of labor, materials and equipment actually and reasonably used to perform the work, marked-up as allowed in the Contract Documents (15% maximum if not specified) to compensate Subcontractor for its overhead, profit, indirect, inefficiency, and impact costs. Within ten days of execution of this Agreement, Subcontractor shall provide its time and material labor rates to Contractor, broken down between labor, benefits, and taxes. No Initial Notice is required for changed work performed on a time and material basis; however, such changed work shall comply with all of the other time, content, and delivery requirement of a Claim and the Subcontractor acknowledges that those requirements will be strictly enforced as material terms of this Agreement and agrees that any failure on the part of the Subcontractor to comply with those requirements will constitute a waiver of the Subcontractor's right to pursue the Contractor or the Contractor's surety for the changed work.

4.3 Claims. A "Claim" is a Subcontractor's request for an increase or decrease in the Subcontract Amount, an extension in the time for performance of Subcontractor's Work, payment for work covered or potentially covered under an insurance policy, or relief with respect to the terms of the Contract Documents. The Subcontractor must provide the Contractor with an initial written notice ("Initial Notice") of the Claim. The Initial Notice must be specific to a discrete item and time of work rather than general in nature and must: (i) be titled "Initial Notice of Claim"; (ii) state the nature of the Claim; and (iii) state the estimated cost and schedule impact on the Subcontractor's Work impacted by the Claim. The Initial Notice must be received by the Contractor by the earlier of: (i) five (5) days after starting the work impacted by, or which is the subject of, the Claim; (ii) if the Claim could have been foreseen by the Subcontractor prior to beginning the impacted work, the Initial Notice must be received within five (5) days prior to starting the work impacted by, or which is the subject of, the Claim; or (iii) as required under the Prime Contract. The Claim submission must be received by the Contractor by the earlier of: (i) ten (10) days prior to the date by which the Contractor is obligated to submit the Claim to the Owner; or (ii) within thirty (30) days of completion of the Claim work. The Claim must be a different document than the Initial Notice and must include: (i) the amount of money and time extension sought by the Subcontractor. A time extension request must be based on a CPM-based time impact analysis – a bar chart is not sufficient; (ii) a general statement of the basis for the Claim; (iii) the facts underlying the Claim; (iv) the Initial Notice to the Contractor; (v) reference to the applicable Contract Documents; (vi) all documentation that describes, relates to, and/or supports the Claim and all documents required to be submitted for a Claim under the Prime Contract; and (vii) certification that the Claim is made in good faith, and that the supporting data and documentation is accurate and complete to the best of the Subcontractor's knowledge. The certifier must be authorized to certify the Claim on behalf of the Subcontractor, and must be made by a senior company official if the Claim is greater than fifty-thousand dollars.

Initial Notice and the Claim must be delivered by certified or registered mail, or overnight or courier delivery, and must be able to provide proof of delivery; email, fax, and notes or comments in Subcontractor's daily report or some similar document are not an acceptable method of delivery or notice. As part of the Claim requirements, the Subcontractor shall keep daily written records of the labor, materials and equipment actually used to perform any Claim work and shall submit, by hand-delivery with proof of receipt, those daily written records related to Claim work to the Contractor's superintendent or project manager, on the next business day after any Claim work has been performed, and those daily written records shall be the sole documents used to price up the Claim (a Claim may not be priced based on estimated costs), and the Subcontractor waives any right for compensation for Claim work on any day for which said daily written records are not kept and submitted as required herein. If requested by the Contractor, Subcontractor shall permit Contractor to inspect and copy any of Subcontractor's documents which Contractor feels might be relevant to the Claim. Subcontractor expressly acknowledges, consents, and agrees to the time, content, delivery, and pricing requirements of both the Initial Notice and Claim, that the Initial Notice and Claim requirements will be strictly enforced, are material terms of this Subcontract, are necessary for the Contractor to mitigate adverse consequences arising out of or related to Subcontractor's Claim, that the Contractor will be prejudiced if the Initial Notice and Claim requirements are not followed by the Subcontractor, and agrees that any failure on the part of the Subcontractor to submit the Initial Notice or the Claim in strict accordance with the requirements contained within this article, will constitute a waiver of the Subcontractor's right to pursue the Contractor or the Contractor's surety for the Claim. Subcontractor agrees that, notwithstanding case law decisions or statutes to the contrary, Contractor's actual or constructive notice of the Claim or the Contractor's knowledge of any facts supporting the Claim, does not satisfy the Initial Notice requirements, nor prevent Subcontractor's waiver of the Claim. Pending final resolution of a Claim or any other dispute between Subcontractor and Contractor, the Subcontractor shall proceed diligently with performance of the Subcontractor's Work, including Claim or disputed work, and without interruption, deficiency, or delay. Subcontractor agrees that any litigation or arbitration pertaining to the Project which it files against Contractor or its surety, whether sounding in contract, bond, tort, equity, in rem, mechanics lien, or other non-contractual theory or statutory right, and including but not limited to causes requesting payment of retention (collectively "Litigation"), that the Subcontractor shall agree to a motion to stay filed by Contractor or its surety, pending final payment from the Owner. The parties agree that this provision shall not be considered a waiver of Subcontractor's payment bond rights but is an agreement that those rights will be enforced in a court or arbitration only after the Contractor has received final payment from the Owner. The Subcontractor, the Contractor and their sureties will enter into a tolling agreement which will provide that the time period between the execution of the tolling agreement and sixty (60) days following the Contractor's receipt of final payment from the Owner, shall not be taken in account in applying any statute of limitations pertaining to the Litigation. If Contractor or its surety is even only partially successful in defending against or defeating the Subcontractor's claims in the Litigation, the Subcontractor shall reimburse all of the Contractor's and its surety's costs incurred in investigating, responding to, and defending against those claims, and including but not limited to, all costs incurred in the Litigation pursuing counter/cross claims or set-offs against Subcontractor or its surety. Subcontractor waives its right to recover consequential damages including, but not limited to, loss of use, revenue or profit, actual or anticipated or otherwise, special, incidental, indirect, exemplary, multiple, or punitive damages, legal fees and interest arising from this Project. Subcontractor acknowledges that in agreeing to the Subcontract Amount it has assessed the potential impact of this article of the Agreement on its ability to recover additional compensation in connection with a future Claim, and agrees that these limitations on recovery will apply regardless of the accuracy of Subcontractor's assessment or actual costs incurred by the Subcontractor.

4.4 Delay. If the progress of the Subcontractor's Work is delayed, interfered, made inefficient, suspended, accelerated, constructively accelerated, or impacted by out-of-sequence work, cumulative impacts, mismanagement, or other action or inaction of the Contractor, (collectively referred to as "Delay") through no fault or responsibility of the Subcontractor and the Subcontractor has fully complied with the Initial Notice and Claim provisions of this Agreement, then the Contractor shall either: (i) extend the time for the performance of Subcontractor's Work by Change Order, but such extension shall be limited to that amount of time which will enable Contractor to meet its obligation to Owner to complete the Project in accordance with the Contract Documents, or (ii) require Subcontractor to accelerate or complete its Subcontractor's Work with additional manpower, resources, and the expediting of materials ((i) and (ii) are collectively referred to as the Contractor's "Response"), but Contractor shall only be obligated to pay the Subcontractor only for the costs of expediting material and costs recovered under the Pass Through Claims provisions of this Agreement.

Regardless of whether the Subcontractor has complied fully with the Initial Notice and Claim requirements of this Agreement, the failure of full compliance which the Subcontractor agrees will have caused it to waive its Claim for Delay, except for the costs of expediting materials and costs recovered under the Pass Through Claims provisions of this Agreement, the Contractor shall not be liable to the Subcontractor for any damages or additional compensation or time as a consequence of Delay caused by Contractor; or by reason of fire, casualty, act of God or any other reason beyond the Contractor's control. Subcontractor and Contractor agree that the language in this article shall not be interpreted as no damages for delay, pay if paid, or so restrictive so as to be their functional equivalents. Subcontractor acknowledges that in agreeing to the Subcontract Amount it has assessed the potential impact of this article on its ability to recover additional compensation and time in connection with a Delay, and agrees that these limitations on recovery will apply regardless of the accuracy of Subcontractor's assessment or actual costs incurred by the Subcontractor.

Regardless of whether the Subcontractor has complied fully with the Initial Notice and Claim requirements of this Agreement, the failure of full compliance which the Subcontractor agrees will have caused it to waive its Claim for Delay, or if the Subcontractor has fully complied and the Contractor has failed to inform the Subcontractor of its Response, it is expressly understood and agreed that the Subcontractor's sole and exclusive remedy for any damages or costs arising from or associated with a Delay shall be an extension in the time for performance of the Subcontractor's Work as limited to that amount of time which will enable Contractor to meet its obligation to Owner to complete the Project in accordance with the Contract Documents, and for the costs of expediting material or costs recovered under the Pass Through Claims provisions of this Agreement.

4.5 Liquidated Damages. If the Contract Documents provide for liquidated damages and liquidated damages are assessed or withheld, then the Contractor may assess or withhold the same against the Subcontractor in proportion to the Contractor's reasonable opinion of the Subcontractor's share of the responsibility for such liquidated damages. Subcontractor waives any defense that the liquidated damages are void as penalties or are not reasonably related to actual damages. Liquidated damages may be but one item of the actual damages that may be incurred by Contractor, and which the Contractor may assess or withhold against Subcontractor. The assessment of liquidated damages shall not limit Contractor's right to collect from Subcontractor and its surety all actual damages incurred by Contractor as a result of Subcontractor's Work.

ARTICLE 5 - CONTRACTOR'S OBLIGATIONS

5.1 Site Resources. Subcontractor acknowledges that, in order for Contractor to maintain the Project schedule and to coordinate and manage the work required by the Contract Documents, it will be necessary for Contractor to periodically and without issuing a change order, to require Subcontractor to begin Subcontractor's Work before all scheduled predecessor work is complete, to require the re-sequencing of the Subcontractor's Work, to require Subcontractor to complete Subcontractor's Work out of sequence and with multiple mobilizations, and to require that site access, access to work areas, utilities, and storage space at the Project, be allocated and prioritized (these requirements are collectively referred to herein as "Site Resources"). Subcontractor stipulates that it has anticipated and accounted for all potential impacts to its Work caused in whole or in part from Site Resources in its bid and Subcontract Amount. Subcontractor shall comply with the Contractor's requirements and directions, and as long as Contractor acts in good faith with respect to Site Resources, Subcontractor waives, except for claims for the costs of expediting material or costs recovered under the Pass Through Claims provisions of this Agreement, any and all claims for damages, extensions of time or for increase to the Subcontract Amount as the result of any Delay, direction by Contractor pertaining to the pace or sequence of Subcontractor's Work including overtime, or change or other cause arising from Site Resources.

5.2 Authorized Representative. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

5.3 Timely Communications. The Contractor shall transmit or make available to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relating to the Subcontractor's Work.

5.4 Digital Files. For the convenience and benefit of Subcontractor, drawings and other Contract Documents may be provided to Subcontractor in CAD, DGN, or any other native file formats and the Contractor may provide Subcontractor access to an electronic document viewing/management system or similar technology related to the Subcontractor's Work ("Digital Files"). Any use of Digital Files, including but not limited to use of Digital Files containing errors, is at the Subcontractor's sole risk, without liability or legal exposure to Contractor, and Subcontractor shall indemnify, defend, and hold harmless Contractor and Contractor's surety from all losses and damages arising out of or resulting from Subcontractor's use of Digital Files.

ARTICLE 6 - SUBCONTRACTOR'S OBLIGATIONS

6.1 Temporary Services. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its Subcontract Work, except as otherwise provided in this Agreement.

6.2 Coordination. Subcontractor will coordinate Subcontractor's Work with the work of Contractor, other subcontractors, and the Owner's separate contractors or employees, including any work of a design-build nature, so that no delays, obstruction, disruption, or interference will occur in completion of any part or all of the Project. Subcontractor shall determine whether the work of other subcontractors or of Owner is completed and without defect or variance from the Contract Documents. If there are defects or variances, Subcontractor shall give prompt written notice to Contractor. Subcontractor shall be liable for the costs to replace, modify or correct, any of Subcontractor's Work or any other work required as a result of the Subcontractor's failure to coordinate Subcontractor's Work or failure to give such prompt written notice to Contractor.

6.3 Authorized Representative/Meetings. The Subcontractor shall designate one or more persons acceptable to the Contractor who shall be the Subcontractor's Authorized Representative(s) both on-site and off-site, and which shall not be changed without the Contractor's consent. Subcontractor shall provide Contractor with the phone number, pager number, and email addresses for its Authorized Representative and all key personnel, so that they can be contacted 24 hours per day, 7 days per week. The Authorized Representative shall attend meetings which may be held at such place and on such intervals as the Contractor designates and shall be deemed to have the authority to commit the Subcontractor to actions as agreed in these meetings.

6.4 Clean-up. The Subcontractor shall follow the Contractor's clean-up directions and at all times keep the Project and site free from debris resulting from the Subcontractor's Work, store material and equipment in an orderly manner, and broom clean each floor area prior to discontinuing work in that area. If the Subcontractor fails to follow the Contractor's clean-up directions, the Contractor may implement clean-up measures without further notice and charge the clean-up costs plus reasonable overhead and mark-up to the Subcontractor.

6.5 Permits, Fees and Licenses. The Subcontractor represents and warrants that it possesses all licenses, and meets all of the requirements of the Prime Contract which are required to perform the Subcontractor's Work. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, tests and taxes related to the Subcontractor's Work. The Subcontractor shall cooperate with the Contractor in securing building and occupancy permits. The Subcontractor shall immediately notify the Contractor of any deficiency reported by inspection, testing or occupancy authorities, or denial of applicable permits or licenses. Upon request of the Contractor, the Subcontractor shall present applicable documentation for the items referenced herein to the Contractor.

6.6 Submittals. The Subcontractor shall prepare and submit to Contractor shop drawings, product samples, test data, mock-ups, and other submittals as may be necessary to describe the details and construction of the Subcontractor's Work within thirty (30) days of the execution of this Agreement. Subcontractor acknowledges that the Contractor's schedule for the Project does not allow for the resubmission of shop drawings and other submittals and that Subcontractor is required to ensure its initial submittals meet the requirements of the Contract Documents. Subcontractor shall be liable for any and all of Contractor's, Owner's, or other subcontractors' added costs or damages resulting from Subcontractor's failure to furnish submittals when and as required by this Agreement. Contractor's review of shop drawings and other submittals shall be for general concept only. Approval of submittals by Contractor will not relieve Subcontractor of its obligation to perform the Subcontractor's Work in strict compliance with the Contract Documents.

6.7 Project Records. Subcontractor shall submit to Contractor, at the end of each day, the manpower count and a description of the Subcontractor's Work that was performed that day. Subcontractor shall conform to prevailing wage and certified payroll requirements applicable to the Project. Subcontractor shall submit to Contractor at the end of each week, daily payroll records for that week, satisfactory to the Contractor, of all of Subcontractor's employees working on the Project. Such records shall include, at a minimum: (1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (4) net wages earned, (5) the inclusive dates of the period for which the employee is paid, (6) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (7) the name and address of the legal entity that is the employer (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Subcontractor shall maintain construction drawings and other documents at the Project site and update them daily to accurately reflect the current progress of the Subcontractor's Work. Subcontractor shall make such drawings and documents available for the Contractor's review at the Project site upon request of the Contractor. Subcontractor shall furnish final as-built drawings to the Contractor as part of its completion of the Subcontractor's Work. Subcontractor's compliance with this article's requirements regarding: (i) manpower counts; (ii) description of the Subcontractor's daily work performed; (iii) certified payroll requirements; (iv) daily payroll records; (v) maintaining construction drawings and other documents; and (vi) and final as-built drawings (collectively "Project Records") are a condition precedent to the Contractor's obligation to make interim progress and final payments to Subcontractor. Subcontractor's records related to the Project and this Agreement shall be subject to audit and shall be made available to the Contractor for that purpose upon five (5) days prior written notice. Unless the Contract Documents or applicable law requires a longer period, Subcontractor shall maintain its records related to this Agreement and the Project, financial or otherwise, for a period of three (3) years after the final completion of the Project.

Subcontractor agrees that if any portion of the Subcontractor's Work is further subcontracted ("Sub-subcontractor"), that a copy of this article titled Project Records will be included in any further subcontract. Subcontractor's failure to abide by the terms of this article titled Project Records is a material breach of this Subcontract. Sub-subcontractor agrees that, regardless of whether the Subcontractor has expressly included a copy of this article titled Project Records in its Sub-subcontract, Sub-subcontractor shall be bound by and observe the provisions of this article titled Project Records by incorporation to the same extent as required of Subcontractor.

6.8 Labor Conditions. Subcontractor shall not use any class of workmen, materials, or methods, including improper classification of employees as independent contractors, which may cause strikes, bannerings, labor disturbances, labor demonstrations, project delay, or which do not comply with the Contract Documents and applicable law. Subcontractor shall fully abide by all labor agreements, project agreements, and jurisdictional decisions presently in force or subsequently executed with or by Contractor. If directed by Contractor to do so, Subcontractor shall execute a project agreement and shall honor, and shall direct all sub-subcontractors and employees, including but not limited to any striking employees, to honor, any and all "reserved gate" or "dual gate" arrangements. Subcontractor shall manage the Subcontractor's Work so as to maintain the Project schedule regardless of any labor activity including strikes, picketing or other labor disturbances. Immediately upon the request of Contractor, Subcontractor shall remove from the Project any employee whom Contractor has concluded to be incompetent, undesirable, or presents a threat of risk or harm to others.

Subcontractor agrees that if any portion of the Subcontractor's Work is further subcontracted, that a copy of this article titled Labor Conditions will be included in any further subcontract. Subcontractor's failure to abide by the terms of this article titled Labor Conditions is a material breach of this Subcontract. Sub-subcontractor agrees that, regardless of whether the Subcontractor has expressly included a copy of this article titled Labor Conditions in its Sub-subcontract, Sub-subcontractor shall be bound by and observe the provisions of this article titled Labor Conditions by incorporation to the same extent as required of Subcontractor.

ARTICLE 7 - SUBCONTRACT PROVISIONS

7.1 Assignment. The Subcontractor shall not assign this Agreement, nor claims, liens, nor causes of actions for damages arising from this Agreement, nor its proceeds, nor subcontract the whole or any part of the Subcontractor's Work without prior approval of the Contractor which shall not be unreasonably withheld, and any assignment not approved by the Contractor is void, and the assignees in such cases shall acquire no rights to the proceeds, claims or causes of action, pertaining to this Subcontract. Assignment by the Subcontractor without the consent of the Contractor is a material breach of this Subcontract.

7.2 Layout Responsibility. The Subcontractor shall layout and be strictly responsible for the accuracy of the Subcontractor's Work.

7.3 Workmanship. All workmanship shall be first-class and shall be new except such materials and equipment as may be expressly provided in the Contract Documents to be otherwise.

7.4 Materials and Equipment Furnished By Others. If the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation.

7.5 Deliveries. Subcontractor is to schedule all deliveries with Contractor's on-site superintendent a minimum of two (2) business days in advance, and be prepared to receive and unload the deliveries promptly. If Subcontractor fails in that regard, Contractor reserves the right to refuse, warehouse or return the delivery. All costs incurred by Contractor for handling, storage, and protection of the deliveries shall be reimbursed by Subcontractor. In the event Contractor chooses to accept the delivery on Subcontractor's behalf, the signature of Contractor's employee acknowledging receipt shall not constitute acceptance of the contents, nor any liability in regards to verifying quantities, type or safety of items delivered.

7.6 Substitutions. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. In the event a substitution results in additional cost to the Contractor and/or other subcontractors, Subcontractor shall be responsible for such additional costs.

7.7 Inspection. The Subcontractor shall notify the Contractor, in writing, when portions of the Subcontractor's Work are ready for inspection or testing, and shall furnish adequate facilities for inspecting or testing, throughout the course of preparation, process, manufacture, treatment, or installation, of Subcontractor's Work. If directed by the Contractor, Subcontractor shall, within 24 hours, remove, correct, replace, or commence and continue removal, correction or replacement in a manner satisfactory to the Contractor, any Subcontractor's Work which Contractor or the Owner has rejected as failing to conform to the requirements of the Contract Documents ("Rejected Work"). If requested by the Contractor, Subcontractor shall also perform work required to be corrected because of the Rejected Work ("Related Work"). All costs associated with the Rejected Work and Related Work shall be charged to the Subcontractor without any increase in the time for performance of the Subcontractor's Work. If Contractor determines that the Subcontractor is unable or unwilling to proceed with the Rejected Work or Related Work in a manner or time acceptable to the Contractor, or if the Contractor deems it inexpedient for Subcontractor to perform the Rejected Work or Related Work, Contractor may immediately perform the Rejected Work or Related Work without notice, and the Subcontractor shall be liable for all of the Contractor's costs and damages arising from such action. No inspection, acceptance, or review of the Subcontractor's Work by Contractor, Owner, or their representatives, nor any failure to inspect, accept, review or include on a punchlist, shall relieve Subcontractor from its obligations to perform the Subcontractor's Work in strict accordance with the Contract Documents, nor impair Contractor's right to reject nonconforming goods, to recover damages or exercise any other remedies to which Contractor may be entitled, notwithstanding Contractor's knowledge of the nonconformity, its substantiality, or the ease of its discovery, nor will such knowledge by the Contractor be used by Subcontractor's surety as a defense to the Contractor's claim on the Subcontractor's bond. Contractor has no obligation or duty to Subcontractor to cause Subcontractor's work to satisfy the standards and requirements of the Contract Documents.

7.8 Use of Contractor's Equipment. The Subcontractor, its agents, employees, subcontractors, or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative.

7.9 Privity. Until final completion of the Project, the Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof, nor deal directly with the Owner's representatives in connection with the Project. All work for this Project performed by the Subcontractor shall be contracted exclusively with the Contractor.

7.10 Protection of the Work. The Subcontractor shall protect the Subcontractor's Work at all times, including after it is complete, and also protect the work, property or materials of others from damage caused by the Subcontractor's operations, and shall be liable for any damages or losses to the protected items. Contractor may use Subcontractor's Work, including but not limited to, swing stages, scaffolding or other similar or temporary equipment, at its option and at no additional expense.

7.11 Warranty Provisions. The Subcontractor warrants the Subcontract Work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents, and shall promptly perform warranty work, whether disputed or otherwise and Subcontractor's failure to correct a deficiency or defect after several attempts to do so, shall be a material breach of this Agreement. If no guarantee or warranty is required of the Contractor in the Contract Documents, then the Subcontractor shall guarantee or warranty the Subcontractor's Work for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or one year from the acceptance or use by the Contractor or Owner of designated equipment, whichever is later. The Subcontractor further agrees to execute any special guarantees or warranties required in the Contract Documents for the Subcontractor's Work. In the event of termination or suspension of this Agreement, any warranty, certification, and guarantee survives and shall only be extinguished by limitation periods imposed by applicable law.

7.12 Safety. The Subcontractor agrees to comply with the Occupational Safety and Health Act of 1970, as later amended, in the performance of the Subcontractor's Work. In the event the Subcontractor is cited for violations, Subcontractor shall be responsible for all penalties assessed against the Subcontractor. In the event the Contractor is cited or penalized due to the Subcontractor's actions or failure to comply with the Occupational Safety and Health Act, Subcontractor shall indemnify the Contractor from any costs, suits, penalties or damages (including legal fees and costs) arising from any such citations or penalties.

In addition to safety requirements imposed by law, Subcontractor shall comply with all safety requirements imposed by Contractor or Owner, as well as any amendments thereto, and will conduct operations in a safe manner. Each crane operator shall have a valid certificate of competency issued in accordance with or by an Accredited Certifying entity for the type of crane to be used. Contractor may conduct safety inspections from time to time. Such inspections shall not relieve Subcontractor from Subcontractor's obligations to adhere to safety requirements nor shall such inspections create any Contractor liability.

If the Subcontractor or any of its subcontractors fail to comply with a request to work in a safe manner or correct a condition that, in the sole opinion of the Contractor, is unsafe, the Contractor may withhold payments and/or stop the subcontractor's work and/or correct the safety deficiency at the Subcontractor's expense, including but not limited to, supplementing Subcontractor's workforce and back charging Subcontractor accordingly, and/or require that unsafe employees be removed from the project site. Subcontractor is responsible for all costs related to correcting conditions that are deemed unsafe by the Contractor.

7.13 Compliance with Laws. The Subcontractor shall comply with all federal, state and local statutes, decisions, orders, directions, instructions, laws, codes, rules, decrees, ordinances, and regulations of any government or quasi-government entity having jurisdiction over the Project or project site, the practices involved in the Project or project site, or any Contract Work (collectively "Laws") applicable to the Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, provisions of Executive Order 13658 and 11246, as amended, and the implementing regulations at 41 CFR Parts 60-1 through 60-50; Section 503 of the Rehabilitation Act of 1973, as amended, and the implementing regulations at 41 CFR part 60-741; the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 38 USC 4212, and the implementing regulations at 41 CFR Part 60-300; the Immigration Reform and Control Act of 1986, as amended; Title 1 of the Americans with Disabilities Act of 1990, as amended; Title VII of the Civil Rights Acts of 1866, 1870, 1964, 1991, as amended, and any subsequent years; the Fair Labor Standards Act of 1938, as amended; Executive Order 13950; and such implementing rules and regulations as may be established by the Secretary of Labor, and all other laws and Executive Orders with which the Contractor must comply according to the Contract Documents.

Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Contractor and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Subcontractor agrees to comply with all laws, ordinances and regulations relating to its supply of goods under this Agreement, including without limitation, any regulations of the storage, transport, disposal or labeling of hazardous substances. If this Project is subject to Federal Highway Authority (FHWA) 1273 or subsequent provision, Subcontractor agrees to comply with the Contract Provisions of FHWA 1273 and to cooperate fully with Contractor, by agreeing to periodic inspections, reviews and submission of documents and/or reports that may be required to ensure Subcontractor's and Contractor's compliance with the Contract Provisions of FHWA 1273.

7.14 Bond and Letter of Credit. Unless noted otherwise in this Agreement, Subcontractor shall at its expense, provide surety bonds or a letter of credit, in such form as provided by Contractor, within three (3) business days of the execution of this Agreement and when the value of this Agreement exceeds \$250,000; thus, if surety bonds or letter of credit were not initially required because the initial value of this Agreement was less than \$250,000, the surety bonds or letter of credit described herein will be required within three (3) business days once the value of this Agreement exceeds \$250,000. Surety bonds shall be individual performance and payment bonds in the amount of one hundred percent (100%) of the Subcontract Amount, and shall increase, but not decrease, directly with any amendments issued to this Agreement. In the event the Subcontractor's surety materially breaches a term of its bond, the surety's liability shall not be limited to the amount of the bond. Payment bonds and performance bonds must be provided by a company listed in United States Department of Treasury Circular 570, latest revision, have a Financial Rating of A V or better as published by Best's Key Rating Guide, latest edition, and be licensed in the state or location where the Project is located. If the company issuing the Subcontractor's surety bonds falls below the criteria listed herein, the Subcontractor shall notify the Contractor and within fourteen (14) days of the bonds falling below the criteria, or upon demand by the Contractor, replace its surety bonds with bonds which meet the criteria contained herein. Subcontractor's failure to comply with any of the terms of this article shall be deemed a material breach of this Agreement. If the Contractor's damages could be recovered via various bonds provided by the Subcontractor, the Contractor shall decide which of the Subcontractor's bonds shall pay for those damages. If both the Subcontractor's and the Contractor's surety are obligors with respect to the same underlying obligation, their relationship is that of subsuretyship; the Subcontractor's surety is the principal surety, and the Contractor's surety is the subsurety. Subcontractor's surety waives its right to use the Subcontractor's lack of receipt of payment from the Contractor as a defense to a claim on any of the Subcontractor's bonds, and any claimant or obligee on the Subcontractor's bonds are an express third-party beneficiary of the Subcontractor's surety's waiver.

The definition of Contract Work in this Agreement shall be the definition of the term Contract Work as it appears in the Subcontractor's bonds. No change or modification to, or variation from, this Agreement's terms, conditions, plans and specifications, including but not limited, variations from the manner, time or amount of payment prescribed by this Agreement, and whether material, cardinal or otherwise, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Agreement, and the Subcontractor's surety waives notice of, and consents to, any such change, modification and variation. Subcontractor shall provide its surety with all change orders and correspondence from the Contractor relating to changes, disputes, or deficiencies, related to this Agreement, and the surety waives its right to use lack of information or notice from the Contractor as a defense to any claim on its bonds. In the event the Contractor makes a claim on the Subcontractor's performance bond, the Contractor may immediately proceed to perform all or a portion of the Subcontractor's Work. All provisions pertaining to dispute resolution and indemnification in this Agreement shall apply to, and bind, Subcontractor's surety to the same extent the provision applies to, and binds, Subcontractor. This Agreement's indemnity and set-off provisions have priority over the surety's rights to the balance of the Subcontract amount. All information provided by Contractor to the surety, whether before or after the Contractor makes a claim on the Subcontractor's bond, is provided by the Contractor as a matter of courtesy and is merely an expression of opinion, and that in furnishing such information, no guaranty or warranty of accuracy or correctness is made by the Contractor, and the Subcontractor's surety agrees that it has not, and will not, rely on such information in any manner and, in that regard, surety waives and releases the Contractor from any such claims. Subcontractor and its surety waive any privileges which might apply to surety's underwriting and claim investigation files. The Contractor's statute of limitation and repose for filing a lawsuit against the Subcontractor's bonds are the same as the statute of limitations and repose for filing a breach of contract lawsuit against the Subcontractor. To the extent Contractor's surety issues a bond on this Project which is broader or more lenient in coverage or notice provisions than required by statute, the statutory provisions shall supersede the language in the Contractor's bond.

A letter of credit shall be in the amount and form as required by the Contractor ("Letter of Credit"), from a federally insured state or national bank which is well capitalized under FDIC capital adequacy guidelines and is not under any supervisory order or subject to supervisory proceedings and is otherwise acceptable to Contractor (collectively a "Qualified Bank"). If the bank issuing the Letter of Credit (the "Issuing Bank") ceases to remain a Qualified Bank or Contractor has reasonable grounds to believe that Issuing Bank may cease to remain a Qualified Bank or may be declared insolvent, placed into receivership, nationalized or its contracts or letters of credit otherwise impaired, or the Subcontractor has filed for or has had a petition in bankruptcy filed against it, then the Contractor shall be entitled to immediately draw on the Letter of Credit without notice to Subcontractor. Any Letter of Credit procured by the Subcontractor shall have a term of no less than twelve (12) months from issuance and shall automatically renew upon the expiration of the twelve-month period unless the Letter of Credit is released by the Contractor in writing or otherwise drawn upon by Contractor in its entirety.

7.15 Subcontractor Qualification Process. If Subcontractor has engaged in the Subcontractor Qualification Process, then Subcontractor recognizes a continuing duty to update the qualification process annually and with any material changes to the representations contained therein or at the request of the Contractor. Failure to maintain qualification shall be a violation of this Agreement.

7.16 Subcontractor Default Insurance. If the Contractor elects a Subcontractor Default Insurance program for the Project, Subcontractor shall identify and remove any and all bond costs should it be requested or pursuant to enrollment in the Subcontractor Default Insurance Program. Subcontractor Default Insurance is for the sole benefit of Contractor and Subcontractor shall not seek nor be entitled to any benefit therefrom. Under no circumstances shall any waiver or subrogation or other term of this Agreement diminish the rights of the Contractor or its insurer to pursue contractual or other remedies in any claim on any Subcontractor who is enrolled in the Subcontractor Default Insurance who is held in default pursuant to the terms of this Agreement.

7.17 Confidentiality. Subcontractor shall execute any confidentiality or nondisclosure agreement required by the Prime Contract or requested to be executed by the Contractor. Contractor may disclose Project-related information to Subcontractor which the Contractor and/or the Owner considers to be confidential ("Confidential Information"). In the absence of more stringent requirements contained in the Prime Contract, when Contractor or the Owner discloses any information designated as Confidential Information to Subcontractor, Subcontractor agrees that it will handle the Confidential Information in the manner prescribed by Contractor, which at minimum, will be at least as stringent as the Subcontractor employs to preserve the secrecy of its own confidential information, and in no event less than reasonable precautions. Subcontractor will return all documents containing Confidential Information to the Contractor without retaining any copies. Unless a longer period is established by the Prime Contract, these Confidentiality provisions shall remain in force and effect for a period of seven (7) years after substantial completion of the entire Project. Subcontractor agrees that in the event of its breach or threatened breach of the Confidentiality provision of this Agreement, Contractor shall be entitled to equitable relief in order to restrain any continued or threatened breach.

7.18 Stormwater Discharge. If required by the Contractor, the Subcontractor shall sign a certification confirming that they will comply with the Project-wide General Permit for Stormwater Discharges. If required by the Contractor, earthwork Subcontractors shall also sign the NPDES and E&S Permits.

7.19 Penalties, Fines, Liquidated Damages, Disincentives. Subcontractor shall be responsible for penalties, fines, liquidated damages, and disincentives, or any other withholding or forfeiture of money, as assessed by the Owner or others, arising from Subcontractor's Work or workforce.

7.20 Special Work Areas. When Subcontractor's Work requires lane or road closures, and the Contractor is responsible for traffic control, Subcontractor shall schedule its work to allow reasonable time for Contractor to set up and remove the closures. When the Subcontractor's Work is adjacent to or on railroad property or right-of-way, or other third-party property, the Subcontractor shall comply with the Prime Contract and any third-party rules or regulations associated with working in such areas at no additional cost to the Contractor.

7.21 Small or Disadvantaged Business Enterprises. For the purposes of this Agreement, "Small or Disadvantaged Business Enterprise" includes, but is not limited to, small business enterprise, small business concern, minority business enterprise, women owned business enterprise, disadvantaged business enterprise, and any other socioeconomically disadvantaged entity or enterprise identified within the Prime Contract. Subcontractor hereby acknowledges that it is thoroughly familiar with all Small or Disadvantaged Business Enterprise requirements pertaining to the Project. If the Subcontractor claims status as a Small or Disadvantaged Business Enterprise, or has a lower tier subcontractor or supplier that claims such status, the Subcontractor shall take all steps necessary, and shall make all necessary records available to the Contractor and the Owner to assure that Subcontractor, or such lower-tier subcontractor or supplier, is in compliance with such requirements, including but not limited to, the performance of a commercially useful function on the Project. For any firm that claims status as a Small or Disadvantaged Enterprise for the Work, the Subcontractor shall ensure that such firm, regardless of tier, performs a commercially useful function, as required by the Contract Documents and applicable rules and regulations, at all times in the performance of the Work. Failure to perform a commercially useful function as required by the Contract Documents and applicable rules and regulations is a material breach of this Agreement. In the event that any lower tier subcontractor or supplier of the Subcontractor is designated as, or is required to be, a Small or Disadvantaged Business Enterprise, Subcontractor agrees to be responsible for ensuring that said lower tier subcontractor or supplier meets all applicable requirements. Subcontractor acknowledges that Contractor is relying upon Subcontractor's representations regarding the validity of Subcontractor's status, if any, as a Small or Disadvantaged Business Enterprise and that misrepresentation of the status of Subcontractor or any of its lower tier subcontractors or material suppliers is a material breach of this Agreement and grounds for immediate termination. In the event of termination as the result of material misrepresentation of the status of the Subcontractor as a Small or Disadvantaged Business Enterprise, Subcontractor shall not be entitled to any compensation not already paid, and shall be liable for all damages to Contractor caused by Subcontractor's misrepresentation and breach.

7.22 Alternates. If alternate pricing or scope are provided for in this Agreement, such alternates can be accepted only in writing by the Contractor, and at the Contractor's sole discretion.

7.23 Ethics. Subcontractor warrants that none of its officers, employees, agents or other representatives has made any gift, payment, award, or promise of any value, either directly or indirectly, for the purpose of illegally or improperly influencing any person's or entity's actions toward the Subcontractor or others relative to this Project ("Ethics Breach"). Subcontractor shall indemnify, defend, and hold harmless the Contractor from any losses arising from the Ethics Breach.

7.24 Publicity and Recordings. Subcontractor shall not make news releases, publicize or issue advertising pertaining to the Work, the Project, or this Agreement, without first obtaining the written approval of Contractor. Neither party shall disparage the other in any type of public forum pertaining to the Work, the Project, or this Agreement. Subcontractor shall not make audio or video recordings of the Contractor or other parties associated with the Project, without prior written permission of each party being recorded, and Subcontractor agrees that any recording made without such consent cannot be used in any manner or matter, whether legal, administrative or otherwise, even if such use would otherwise be allowed by law. Subcontractor shall include these restrictions in all its contracts relating to the Work, the Project, or this Agreement. Subcontractor hereby consents and authorizes Contractor and its agents, employees, members, and consultants to capture, use, reproduce, and distribute images, video and audio recordings of the Project and its surrounding area, including but not limited to Subcontractor's operations and activities while on the Project and its surrounding area (hereafter "Captured Media"). All video, photographic, audio, written, and other materials containing Captured Media produced by Contractor in connection with such activities (hereafter "Media and Materials") and all copyrights in Media and Materials will be the sole property of Contractor and may be made available by Contractor to third parties, on Contractor's website, in Contractor's publications, or through any other media, in Contractor's sole discretion. Subcontractor releases and waives any and all claims related to Contractor's use of Media and Materials. Subcontractor further assures and represents that Subcontractor has obtained the consent, as required by any applicable law or statute, from its employees, agents, and consultants to Contractor's collection of Captured Media and use of Media and Materials in which Subcontractor's employees, agents, and consultants may appear. Nothing in this provision shall allow Contractor to obtain Captured Media or use Media and Materials from areas where there is a reasonable expectation of privacy. The provisions in this article pertaining to Publicity and Recordings shall survive termination of this Agreement.

ARTICLE 8 - RECOURSE BY CONTRACTOR

8.1 Failure of Performance and Default. If the Contractor determines at its sole discretion that the Subcontractor has: (i) failed to supply enough properly skilled workers, proper materials, or maintain the schedule for the Subcontractor's Work as required by the Contractor; (ii) failed to make prompt payment for, or prevent claims of non-payment from, its workers, subcontractors or suppliers of any tier; (iii) filed a claim or complaint in court, arbitration, or other dispute resolution process against the Contractor or its surety, the Owner, or the Project's property; (iv) failed to correct a deficiency or defect in the Subcontractor's Work after several attempts; (v) breached or materially breached a provision of this Agreement; (vi) disregarded Laws or orders of any public authority having jurisdiction; or (vii) if Contractor has a reasonable doubt that this Agreement can be completed for the balance then unpaid or if the Subcontractor owes funds to the Contractor due to Set-off or otherwise at any time, including after substantial or final completion, then the Subcontractor shall be in default of this Agreement. If the Subcontractor fails within seventy-two (72) hours after receipt of written notice (the Contractor's facsimile, email, or letter, shall constitute sufficient written notice and declaration of default) to commence and continue correction of its default in a manner satisfactory to the Contractor, the Subcontractor shall have materially breached this Agreement, and the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies: (i) perform, either directly or by using other entities, all or such part of the Subcontractor's Work as the Contractor determines will provide the most beneficial completion of the Project; (ii) discharge the claim of non-payment; or (iii) cover. All of the Contractor's costs and damages, regardless of whether the costs ultimately mitigate damages, arising from the Subcontractor's default, including reasonable overhead, profit, and all actual attorney fees and expert costs, shall be reimbursed by the Subcontractor and its surety. The Subcontractor and its surety are liable for, and responsible for, warranting and correcting the work performed pursuant to the Contractor's remedies listed above. Contractor may use any materials, equipment, or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. Subcontractor shall provide its surety with all notices, letters, or email, from the Contractor relating to deficiencies, or alleged deficiencies, in the Subcontractor's performance of this Agreement. In instances where the Subcontractor is failing or having difficulty in fulfilling its obligations under the Agreement, the Contractor, either prior to or after Subcontractor's default, may perform at the Subcontractor's expense, either directly or by using other entities, all or part of the Subcontractor's work, and may also allow the Subcontractor to continue performance under this Agreement, and Subcontractor's surety waives its right to use such actions by the Contractor as a defense, either partial or otherwise, to a claim by the Contractor on the Subcontractor's bond. In the event of, or subsequent to, an emergency affecting the safety of persons or property, the Contractor may proceed as outlined above without notice or an opportunity to cure the default.

If Contractor shall have reasonable grounds to question Subcontractor's intent or ability to perform, Contractor may, in writing, demand that Subcontractor give adequate assurance, in writing, of its intent or ability to perform. If such a demand is made and no written assurance adequate to the Contractor is given within five (5) calendar days, Contractor may treat this failure to give such adequate assurance as a default or an anticipatory repudiation of the contract and Contractor shall not be obligated to provide Subcontractor with an additional seventy-two (72) hour notice to commence and continue correction of its default. In the event of a default, the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the remedies stated above.

8.2 Failure of Performance-Termination for Default by Contractor. If the Subcontractor fails to commence and satisfactorily continue correction of a default within seventy-two (72) hours after the notice of default is received by the Subcontractor, then the Contractor may, in lieu of or in addition to the remedies provided therein, terminate this Agreement or a portion thereof, and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. In the event of Termination for Default, Subcontractor shall promptly take the steps necessary to preserve and protect the Subcontractor's Work in progress and to mitigate damages, and then shall immediately discontinue performance of the Subcontractor's Work and demobilize from the Project. Subcontractor shall receive no further payment of any unpaid portion of the Subcontract Price until such time as the Subcontract Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less all of the Contractor's costs, damages, withholdings, and deductions as allowed by this Agreement or by law.

8.3 Insolvency, Receivership, Changes In Title To Assets, Bankruptcy - Termination. Upon the Subcontractor becoming insolvent, upon the appointment of a receiver for the Subcontractor, or upon the Subcontractor making an assignment for the benefit of creditors, then the Contractor shall be deemed to have declared, and Subcontractor agrees, that Subcontractor is in default of this Agreement and this Agreement shall, without notice or right to cure, be terminated unless Contractor waives its right to such automatic termination, in a written and properly executed document, delivered to Subcontractor. If an order for relief is entered under Title 11 of the United States Code (i.e. the Bankruptcy Code) at the behest of or with respect to the Subcontractor, the Contractor may terminate this Agreement by giving written notice of such termination to the Subcontractor and/or, if applicable any examiner or trustee appointed pursuant to or in accordance with the Bankruptcy Code, it being the agreement of the parties hereto that, in addition to whatever other requirements were imposed upon and/or undertaken by the Subcontractor and agreed to by the Contractor herein, this Agreement was awarded to the Subcontractor, in part, due to the peculiar and specialized talents, skills, competencies, and attributes of the Subcontractor that made and/or make it uniquely suited to the needs of the Contractor and/or the Owner with respect to the completion of the Project. The Contractor reserves all of its rights and remedies, at law and equity, with respect to this Agreement and its nature, including the right of recoupment, and including, but not limited to, whether or not it is an executory contract, may be assumed and/or assigned, and whether or not the Subcontractor, any receiver, assignee, examiner, trustee, custodian, or other appointed or to be appointed or approved, by law, equity or court of competent jurisdiction, including any proposed successor to the Subcontractor, can or attempts to provide adequate assurances of future performance.

8.4 Bankruptcy-Interim Remedies. If the Subcontractor is not maintaining the schedule for the Subcontractor's Work as required by the Contractor at the time of entering an order for relief under Title 11 of the United State Code, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself to all of its remedies provided by this Agreement it feels are necessary to maintain the Contractor's schedule. The Contractor has the right of recoupment and may also offset against any sums due or to become due the Subcontractor, all costs incurred in pursuing any of the remedies provided by this Agreement. The Subcontractor and any successor(s) thereto, including any estates, Bankruptcy or otherwise, and Subcontractor's surety shall be liable to Contractor for the payment of any amount by which such costs exceed the unpaid balance of the Subcontract Amount.

8.5 Suspension/Termination of Prime Contract. Should the Prime Contract between the Contractor and the Owner be suspended or terminated, or should any part of the Contractor's work which includes the Subcontractor's Work be suspended or terminated, or should Owner direct the Contractor to terminate the Subcontractor's Agreement, the Contractor shall so notify the Subcontractor in writing and upon receipt of said notice, this Agreement shall be, as directed by the Contractor at Contractor's sole option, either assigned to another entity, suspended, terminated or reaffirmed (either in full or for a specific time period, as determined by Contractor). If the Contractor notifies the Subcontractor that the Agreement is suspended or terminated, the Subcontractor shall immediately stop the Subcontractor's Work, unless directed otherwise in writing by Contractor. To the extent the Agreement is reaffirmed, all rights and obligations under the Agreement will remain in full force and effect during the period of time following the termination/suspension but prior to the reaffirmation. In the event of such Owner suspension or termination, the Contractor's liability to the Subcontractor is limited to, and governed by, the Pass Through Claims provisions of this Agreement.

8.6 Termination for Convenience by Contractor. Contractor shall have the right to terminate for convenience Subcontractor's performance of all or a part of the Subcontractor's Work by providing Subcontractor with a written notice of termination of convenience which shall be effective upon receipt by Subcontractor. Subcontractor shall promptly take the steps necessary to preserve and protect the Subcontractor's Work in progress and to mitigate any damages, and then shall immediately discontinue performance of the Subcontractor's Work and demobilize from the Project. If Contractor's contract with Owner has not been terminated and the Subcontractor is not in default on any provision of this Agreement, Subcontractor shall be paid, if and when payment therefore is received by Contractor from Owner, the reasonable value to Contractor of Subcontractor's Work performed prior to termination plus reasonable direct close-out costs, less costs, damages, back charges, and set-offs as allowed by this Agreement, but in no event shall Subcontractor be entitled to unabsorbed overhead, lost profits, or indirect or consequential damages of any kind.

8.7 Wrongful Exercise of Termination. If Contractor wrongfully exercises a termination option provided for in this Agreement, that termination shall be considered a termination for Contractor's convenience and Subcontractor shall be entitled to the applicable compensation provided for in the Termination for Convenience by Contractor provisions of this Agreement. Subcontractor's remedies under this paragraph shall be exclusive.

8.8 Conditional Assignment. Subcontractor, by execution of this Agreement, contingently assigns to Contractor all Subcontractor's subcontracts and purchase orders relating to the Project, and consents to this Subcontract being assigned to the Owner in accordance with the terms of the Prime Contract. The assignment of each of Subcontractor's subcontracts and purchase orders shall take effect only upon Subcontractor's termination or default by Contractor and Contractor's affirmative acceptance of the assignment of the specific subcontract or purchase order by written notice to Subcontractor and Subcontractor's subcontractor or material supplier. Contractor shall have no liability to any of Subcontractor's subcontractors or material suppliers unless and until Contractor affirmatively accepts the assignment as provided above and then such liability shall relate to work performed and material or supplies ordered only from the date of Contractor's acceptance of the assignment after Subcontractor's termination. Subcontractor shall ensure that each of its subcontracts and purchase orders relating to the Project are assignable to Contractor.

8.9 Contractor's Rights Survive Termination. Termination of this Agreement by Contractor shall not relieve Subcontractor from Subcontractor's obligations in connection with Subcontractor's Work performed prior to termination nor will such termination abrogate any obligations of Subcontractor under, or rights or remedies afforded to Contractor by, this Agreement or the law.

ARTICLE 9 - INDEMNIFICATION

9.1 Indemnification. *In consideration of the mutual promises and obligations contained within this Agreement, to the fullest extent permitted by law, Subcontractor shall indemnify, defend (with counsel acceptable to Contractor), and save harmless Owner, Owner's Representative, Architect/Engineer, Contractor, and Contractor's surety, as well as any individual and/or entity that Contractor is required by contract to indemnify, defend and/or hold harmless, and their partners, insurers, parents, members, subsidiaries, related entities, and each of their past and present officers, directors, agents, and employees, and each of them, (hereafter collectively "Indemnified Parties" and individually "Indemnified Party") from and against any and all suits, actions, proceedings, claims, liabilities, judgments, fines, penalties, interest, attorney and expert fees, damages, including but not limited to consequential, incidental, special, punitive, and direct and indirect damages, costs and expenses (hereafter "Indemnified Claims") and whether they may arise before, during or after performance of Subcontractor's Work which are in any manner arising out of or caused, in whole or in part, or claimed to be arising out of or caused, in whole or in part, through any act, omission, fault or negligence whether active or passive of Subcontractor, or anyone acting under its direction, control, or on its behalf or for which it is legally responsible, in connection with or incident to the Subcontractor's Work or arising out of any failure of Subcontractor to perform any of the terms and conditions of this Agreement; the same shall include Department of Labor and other governmental investigations and determinations arising from this Agreement, and shall also include injury or death to any person or persons (including Subcontractor's employees) and damage to any property, regardless of where located, including the property of Owner and Contractor. Subcontractor's obligation to provide a defense for an Indemnified Party from an Indemnified Claim shall arise regardless of the merits of the matter and shall continue until a final determination of fault is made. Subcontractor's obligation to indemnify, defend and hold harmless an Indemnified Party shall apply regardless of any allegations of active and/or passive negligent acts or omissions of an Indemnified Party. Subcontractor's indemnity obligations shall be limited to the extent necessary to comply with governing state and federal law ("Governing Law") and to the extent any such Governing Law limits the indemnity provided herein, Subcontractor's obligations shall be deemed to be limited so as to comply with such Governing Law. Subcontractor shall maintain such insurance as is necessary to fully cover Subcontractor's indemnity obligations hereunder. The Subcontractor acknowledges and agrees that it has negotiated the terms of this provision and has considered the allocation of risk in setting the price of Subcontractor's Work to be provided under this Agreement.*

9.2 No Limitation Upon Liability. In any and all claims against the Indemnified Parties, by any employees of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the Subcontractor's indemnification obligations under this Agreement shall not be diminished or limited in any way by any limitation on the amount or type of costs, damages, compensation or benefits payable by or for the Subcontractor or any of its subcontractors under worker's compensation acts, disability benefit acts or other employee benefit acts.

9.3 Indemnity for Equipment Utilized. *In the event that Subcontractor or any of Subcontractor's agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, ladders, scaffolding, hoists, lifts, or similar items belonging to or under the control of any of the Indemnified Parties, Subcontractor agrees to indemnify, defend and save harmless the Indemnified Parties from and against any and all claims, damages, losses, suits, actions, judgments, liability, fines, penalties, expenses, and costs (including but not limited to attorneys and expert fees and costs of litigation, arbitration, or mediation) arising out of or resulting from such use.*

9.4 Intellectual Property. *Except as otherwise provided by the Contract Documents, the Subcontractor shall indemnify and defend and save harmless the Indemnified Parties, and each of them, from and against all claims, royalties, damages, liabilities, costs, and expenses of whatever kind or nature (including attorney's fees) in any manner resulting, or claimed to result from any alleged infringement of any letters patent or patent rights by reason of the Subcontractor's Work or materials or processes used by Subcontractor or others acting on its behalf, in the performance of the Subcontractor's Work.*

9.5 Work. Subcontractor hereby assumes the entire responsibility and liability for all work, supervision, labor, and materials provided or required by this Agreement, and for all plant, scaffolding, tools, equipment, supplies, and other things provided by Subcontractor until final acceptance of the Project by the Owner, as well as liability arising from warranty, indemnity, and latent defects associated with Subcontractor's Work. All equipment and tools provided or used by the Subcontractor shall be in good working condition for the protection of the health and safety of all personnel and the public. At any time prior to final completion of the Project, Contractor may temporarily take possession of and use any part of the Subcontractor's Work. Contractor shall reimburse Subcontractor for the Subcontractor's direct costs, if any, to return the possessed work to its condition prior to the Contractor taking temporary possession. Contractor may withhold and unilaterally deduct amounts otherwise due under this Agreement, and Subcontractor shall reimburse Contractor for, the Contractor's costs associated with performing Subcontractor's Work prior to Subcontractor's default, Contractor's costs to mitigate impacts to the Project schedule caused in whole or in part due to Subcontractor's actions or inaction, and the Contractor's reasonable estimate of any costs, damages, or liability Contractor has incurred or may incur, which are in any manner caused or claimed to be caused, or may be caused, through any act or omission of Subcontractor, or in connection with Subcontractor's Work or for which Subcontractor may be responsible for under this Agreement.

9.6 Duty to Defend. Subcontractor shall: (i) at Subcontractor's own cost, defend all claims arising from this Agreement which are brought or instituted by third persons against the Indemnified Parties; (ii) pay and satisfy any judgment or decree that may be rendered against any of the Indemnified Parties arising out of any such claim; and, (iii) reimburse the Indemnified Parties for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity obligations of the Subcontractor.

9.7 Indemnification Independent from Insurance and Survive Termination. Subcontractor's indemnification obligations shall survive termination of this Agreement, shall extend to claims occurring after termination of this Agreement, and are independent from, and not limited in any manner by the Subcontractor's insurance coverage required by this Agreement.

ARTICLE 10 - INSURANCE

10.1 Prior to start of the Subcontractor's Work, the Subcontractor shall procure and maintain, and require its sub-subcontractors to procure and maintain, at its own expense, until Final Completion of the Work and throughout the term of any guaranty or warranty of the Work, the following insurances and as else required by this Agreement:

<u>Type of Coverage</u>	<u>Minimum per Occurrence Limit</u> (Refer to Exhibit D for all Limit Requirements)
a. Workers' Compensation Insurance	Statutory Limits
b. Employer's Liability Insurance	\$1,000,000
c. Comprehensive Automobile Liability Insurance "ANY AUTO" *	\$1,000,000
d. Commercial General Liability Insurance**	\$2,000,000 / \$4,000,000 Aggregate
e. Professional Liability, if scope includes design***	see note below

*Automobile Liability insurance must include in the declarations schedule "Any Auto" (Symbol 1), or "Owned Autos, Hired Autos, Scheduled Autos, and Non-Owned Autos" (Symbols 2, 7, 8, and 9), as those terms are defined by the Insurance Services Office. If any of these Symbols are not checked, written explanation must be submitted and approved in writing by Contractor prior to entry of the Project Site.

** The primary general liability policy shall not be less than one million dollars (\$1,000,000). Commercial General Liability Insurance shall include as minimum coverage: (i) Premises - Operations Liability; (ii) Products and Completed Operations Liability; (iii) Broad Form Property Damage Liability; (iv) Property Damage Liability Insurance shall provide "X, C, and U" (explosion, collapse, and underground hazard) coverage as applicable; (v) Personal Injury Liability; (vi) Blanket Contractual covering indemnity obligations herein; and (vii) Cross-Liability Extension endorsement. There shall be no endorsements excluding damage to work performed by subcontractors on your behalf, no endorsements that exclude or remove coverage for Products – Completed Operations, nor any endorsements that remove or restrict the Insured Contract definition.

***For Subcontractors and its sub-subcontractors whose scope includes design work, Subcontractor is required to provide professional liability insurance for claims arising from the alleged or actual negligent act, error, or omission committed in the performance of professional services, including from the breach of the standard of care, by Subcontractor. The coverage limits, duration and other specifics of such insurance shall be as set forth in the Contract Documents, but in no case shall the professional liability insurance limits be less than \$2 million for Subcontract Agreement amounts less than \$1,000,000 or \$5 million for Subcontract Agreement amounts equal to or greater than \$1,000,000. The Policy shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. To the extent available, the Policy shall include coverage for claims attributable to the Subcontractor in connection with delay, acceleration, disruption, and remedial damages which are the Subcontractor's responsibilities. The Policy shall additionally provide that: i) punitive damages are covered where not prohibited by law; ii) a retroactive date shall apply to the date of project's first contract for design/professional services; and iii) waiver of subrogation applies in favor of the Contractor, Owner, Owner's lenders and other parties that may be required by Owner. The Policy shall be provided prior to the commencement of any design services hereunder. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the commencement of any work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

10.2 The Contractor (its parents, subsidiaries, and related entities), Owner, Owner's Representative, Architect/Engineer, and any other persons designated by the Owner pursuant to the Prime Contract and their respective members, partners, parents, affiliates, agents, officers, directors, employees, and all Indemnitees shall be named as Additional Insureds on all General Liability, Automobile Liability, and Excess and/or Umbrella Liability Insurance policies. Each of Subcontractor's and its sub-subcontractors insurance policies shall state that the insurance provided to the additional insureds is primary and not additional to, or contributing with, any other insurance carried by (including primary, excess, self-insurance, or on any other basis), or for the benefit of, the Additional Insureds. Coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Subcontractor and its sub-subcontractor. Each liability policy of Subcontractor and its sub-subcontractor shall contain a "separation of insureds" provision stating that, except for limits of liability, the policies shall operate as though separate policies had been issued to each insured. The general liability employee exclusion must apply only to the insured seeking coverage and not exclude coverage to any insured based on employment by a separate insured.

10.3 Additional Insured coverage under the General Liability policy shall be Insurance Services Office Forms CG 20 10 10 01 and CG 20 37 10 01, providing coverage for liability arising out of the Subcontractor's and its sub-subcontractor's ongoing and completed operations. Alternates to these forms must be negotiated prior to the start of Work and be accepted by Contractor. Failure by the Contractor to request Subcontractor and its sub-subcontractors to fulfill this requirement is not a waiver of this requirement. Any endorsement limiting coverage to "sole negligence" or "independent acts" are not acceptable. Subcontractor and its sub-subcontractors shall furnish copies of additional insured endorsements with each certificate of insurance submission.

10.4 Each of Subcontractor's and its sub-subcontractors insurance policies shall contain a waiver of subrogation in favor of The Contractor (its parents, subsidiaries, and related entities), Owner, Architect/Engineer, and any other persons designated by the Owner pursuant to the Owner Contract and their respective members, partners, parents, affiliates, agents, officers, employees, and all Indemnitees for recovery of damages to the extent these damages are covered by commercial general liability, automobile liability, and workers' compensation insurance. Subcontractor and its sub-subcontractors shall remain solely responsible for the deductible or self-insured retention on all policies, including on any Builder's Risk policy in pro rata to their interests on any loss.

10.5 Subcontractor and its sub-subcontractors may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and excess and/or umbrella liability policies. The primary general liability policy shall not be less than one million dollars (\$1,000,000). The total limit of liability shall not be less than the limits set forth in the Contract Documents or greater if required by law.

10.6 The insurance requirements set out herein or by exhibit hereto, are independent from all other obligations of Subcontractor and its sub-subcontractors under this Subcontract Agreement and apply whether or not required by any other provision of this Subcontract Agreement. Subcontractor hereby acknowledges that its Subcontract Amount for this Agreement includes any and all expenses related to the procurement of required insurance, including but not limited to procuring the required Additional Insured status required herein, and that the Contractor, through payment under this Agreement, has compensated the Subcontractor for compliance with the required insurance procurement. Contractor shall be entitled to recover all expenses incurred by Contractor to enforce the insurance requirements of this Agreement.

10.7 The Subcontractor and its sub-subcontractors shall maintain in effect all insurance coverage required under this Agreement at the Subcontractor's sole expense. All insurance policies purchased shall be placed and maintained with insurance companies licensed or allowed to do business in the state where the Project is located and shall have a policyholder rating of "A-V" or better in the most current Best's Key Rating Guide.

10.8 Subcontractor and its sub-subcontractors shall ensure that any cancellation, non-renewal, or material change of the policies required by this Agreement or the Contract Documents shall not occur unless the Subcontractor and its sub-subcontractors have first given thirty (30) days' notice to the Contractor of such cancellation, non-renewal or material change in policy, except ten (10) days' notice of cancellation due to nonpayment of premium. Failure to provide the necessary notice will constitute a material breach of this Agreement.

10.9 Certificates of Insurance, including any endorsements as required, shall be filed with the Contractor prior to the commencement of the Subcontractor's and its sub-subcontractors Work, and again with any renewal, extension or alteration of all or any part of the insurance. Contractor's failure to request a Certificate of Insurance shall not be a waiver of any requirements contained herein. In the event the Subcontractor and its sub-subcontractors fail to obtain or maintain any insurance coverage required under this Agreement, the Contractor shall have the right, but not the duty, to purchase such coverage and charge the expense thereof to the Subcontractor or terminate this Agreement. After Final Acceptance of the entire Project, Subcontractor and its sub-subcontractors shall provide proof of insurance for three (3) years, or longer as required by the Owner Contract.

10.10 Subcontractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Subcontractor hereunder and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are compliant and in effect.

10.11 Non-conforming insurance does not relieve Subcontractor and its sub-subcontractors of the obligation to provide insurances as specified herein. Nonfulfillment of the insurance conditions shall constitute a breach of this Agreement.

10.12 Subcontractor warrants and represents that, prior to award of this Agreement, Subcontractor has disclosed and identified if Subcontractor or any of its sub-subcontractors, staff, or labor are subject to a professional employer organization, including without limitation employer organizations, employee leasing companies, temporary labor organizations or co-employment arrangements (collectively "PEO"). Subcontractor agrees to immediately notify Contractor if Subcontractor or any of its staff, labor, or employees becomes subject of a PEO. Subcontractor shall be liable to Contractor for, and immediately pay upon demand of Contractor, all costs and expenses arising from any affiliation of Subcontractor or any of its staff, labor, or employees with a PEO, as well as, all costs and expenses arising from any Subcontractor misrepresentations, omissions of information or failures to disclose or notify as required herein. The Subcontractor agrees to save defend, hold harmless and indemnify Contractor, and Indemnified Parties, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, loss of insurance coverage, costs and expenses, including reasonable legal fees and disbursements, caused or allegedly caused, or occasioned directly or indirectly, by Subcontractor's failure to comply with this provision.

If Subcontractor and its sub-subcontractors hire a PEO and the PEO is providing Workers' Compensation coverage to Subcontractor, the PEO must provide to Contractor and maintain proof of the following as respects their Workers' Compensation policy: Waiver of Subrogation Endorsement in favor of Contractor; Alternate Employer Endorsement listing the Subcontractor as the Alternate Employer; and provide a Certificate of Insurance evidencing coverage required by this Agreement, including the above endorsements. Subcontractor must add the "Coverage for Injury to Leased Workers" Endorsement CG 04 24 to their General Liability policy. Subcontractor must provide Workers' Compensation coverage for non-leased employees.

10.13 The Contractor and Subcontractor and its sub-subcontractors waive all rights against each other and the Owner, the Architect/Engineer, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance or the enforcement of the provisions of this Article 10.

Subcontractor and its sub-subcontractors acknowledges and understands that the Builder's Risk or other physical damage insurance which may be in effect for the Project will include deductibles and that, in the event of any loss for which Subcontractor and its sub-subcontractors may be entitled to a recovery under said insurance, the amount of such recovery may be diminished or completely offset by such deductibles, and Subcontractor and its sub-subcontractors shall have no right of recovery against the Owner or Contractor on account thereof.

10.14 Subcontractor and its sub-subcontractors shall be responsible for insuring their tools and equipment.

10.15 Subcontractors and sub-subcontractors performing Environmental Work, work with Hazardous Materials, or work involving the transportation of hazardous materials, shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, remediation and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the Subcontractor's Work or services to be performed under this Agreement. Coverage shall be provided for both Subcontractor's and its sub-subcontractors Work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$5,000,000 shall be provided. The policy shall name the Additional Insureds and any parents, subsidiaries, and related entities, but only insofar as the operations under the Agreement are concerned.

Subcontractors and its sub-subcontractors whose scope includes the transportation of hazardous materials must include an MCS-90 Endorsement in their Automobile Liability policy.

10.16 Subcontractors and sub-subcontractors performing work involving asbestos abatement and transportation operations shall provide insurance coverage for liability arising from asbestos, including claims for bodily injury, including wrongful death, property damage and environmental cleanup. Said insurance shall not exclude asbestos abatement, asbestos disease or transportation. The insurance shall have a per occurrence limit of not less than \$5,000,000, and all deductibles shall be borne by Subcontractor. If the policy is "claims-made", it shall include an Extended Claims Discovery Period of not less than 2 years. Said insurance shall cover the Subcontractor's and its sub-subcontractors contractual liability for asbestos claims.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Law and Effect. This Agreement shall be governed by the law of the state, Washington, D.C., or United States territory, (collectively called the "State") in which the Project is situated. If the Project is located in more than one state, then the Contractor shall decide the state applicable for purposes of this paragraph. The Subcontractor hereby agrees to accept jurisdiction of and service of process in the State in which the Project is situated and any action or proceeding under or in connection with this Agreement or bond issued pursuant to the Project shall, unless stated otherwise in this Agreement, be brought in a state or federal court within the State in which the Project is situated. Subcontractor agrees to file no litigation or claim pertaining to this Agreement or this Project, whether sounding in contract, tort, economic loss, equity or other non-contractual theory, until such time as the Contractor has: (1) exhausted its dispute provisions with the Owner or third-party; and (2) the Owner has declared the Project to be substantially complete, or made some similar declaration. Subcontractor further agrees to consent to the recognition and enforcement of any final order or final judgment issued by a court of competent jurisdiction as described herein, in any other state, country, territory, tribal or other legal system (collectively "Home Country"), without regard to sovereign immunity or other defense. The Subcontractor consents that the Contractor has standing to bring and pursue an award of judgment in the court system of the Subcontractor's Home Country, and that the Subcontractor waives all statutory defenses which the Subcontractor may have in the court system of its Home Country against Contractor pursuing collection on the judgment, including, but not limited to, Contractor's standing, jurisdiction, venue, Subcontractor's lack of due process, lack of notice, or inability to defend in previous proceeding in a court of competent jurisdiction as described herein. Subcontractor agrees that if for any reason this Agreement is not completed as contemplated herein or if any dispute shall arise over the entitlement or the rights of Subcontractor, that no action shall lie in favor of Subcontractor in the nature of unjust enrichment, quantum meruit, economic loss, quantum valebant, quasi-contract, or any other theory of law, tort, or equity.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR BOND PROVIDED BY THE CONTRACTOR, INCLUDING A MILLER ACT BOND, OR IN RELATION TO THE HANDLING OF A CLAIM ON THE BOND BY THE CONTRACTOR'S SURETY, AND REGARDLESS OF WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT, EQUITY, OR OTHERWISE.

In the event the Subcontractor incorporates this Agreement, by reference or otherwise, into an agreement with another entity ("Other Entity"), the Other Entity agrees that the dispute resolution provisions of this Agreement apply to and bind the Other Entity to the Contractor and its surety to the same extent they apply to and bind the Subcontractor, and that the Contractor and its surety are express third party beneficiaries of this agreement by the Other Entity.

11.2 Arbitration. Any controversy or claim of Contractor against Subcontractor or Subcontractor against Contractor or its surety pertaining to the Project, may, at the sole and exclusive option of Contractor or Contractor's surety and at any time, be resolved by arbitration, after the Contractor has exhausted its dispute provisions with the Owner or third-party and the Owner has declared the Project to be substantially complete. Arbitration rules shall be selected by the Contractor and shall be either the Arbitration Rules provided below or the American Arbitration Association Rules and Mediation Procedures ("AAARMP"), except that the Contractor may set limits on the AAARMP discovery, the number of arbitrators required, and motion practice, and except that arbitrations also involving the Owner or third-party shall be pursuant to the timing and rules required in the agreements with those parties. The arbitration shall be at a location, selected from a pool of neutral arbitrators with substantial experience in the field of construction law, all as determined by Contractor, Contractor shall exercise its discretion, as set forth above, to ensure selection of a neutral arbitrator, and may not select any person with a financial interest in Contractor or the outcome of the arbitration. To the extent any provision in this agreement to arbitrate is deemed unenforceable, it shall be severed from the remaining agreement, which shall remain enforceable to the fullest extent permitted by law. To the extent any material rules set forth herein are severed, they shall be replaced by the then existing AAARMP or the procedures set forth in the Federal Arbitration Act.

The "Arbitration Rules" referred to above are as follows: (1) each side will identify a single businessperson and a single lawyer, to handle its communications and attend each meeting. The business person shall have full authority to settle; (2) within 14 days of invoking these rules, a single decision-maker will be agreed upon by the parties, however if there is no agreement after 14 days, the Contractor will select the decision-maker who must have experience in construction law and no financial interest in the Contractor or the outcome of the arbitration; (3) within 14 days of the decision-maker agreeing to serve, the parties shall initially meet with the decision-maker and the following will occur: (a) the parties will agree on the date the arbitration will occur. The arbitration must be within 60 days of the initial meeting; (b) the parties can ask the other for up to 10 things, for example, specific documents, precise, limited categories of emails, accounting records or other business records. During the initial meeting, each party will agree to produce the requested items or object within 35 days; items produced after 35 days are not allowed to be used in the arbitration. Any objections, problems or uncertainties will be resolved by the decision-maker that day during the meeting, using the standard of whether the requested document is needed to evaluate the dispute. If the decision-maker decides the document should be produced and it is not produced or produced late, the decision-maker should presume that the document hurts the refusing party; (c) each party identifies no more than two people on the other side, by name, title or area of knowledge, that it wants to depose. Each deposition is limited to two hours and must take place within two weeks of the production of documents. (4) At the arbitration hearing: (a) each side has one hour to present its case to the decision-maker and the opposing party and each party has one-half hour to cross-exam; (b) one hour after the end of that process, each side provides the decision-maker only its proposal for resolution in a sealed envelope, at which time outside counsel shall leave the building and have no further contact during the arbitration with either party; (c) the decision-maker adjourns to make a decision, which is to accept one proposal. There is no middle ground available to the decision-maker. The decision-maker shall endorse one proposal and place the accepted resolution in a sealed envelope; (d) regardless of the time the decision-maker returns its sealed decision to the parties, the envelope shall not be opened before 4:30 pm. The parties commit to spending a minimum of two hours negotiating. At 4:30 pm, if the parties have not resolved the matter on their own, the sealed envelope is opened, and the endorsed proposal stands as the decision resolving the dispute. It is binding and non-appealable.

The Contractor and Subcontractor agree to equally divide the costs, fees, and other expenses charged by the arbitrator and arbitration agency. At the Contractor's or its surety's option, the arbitration may be consolidated with any arbitration between the Contractor and Owner, or other third parties which includes, but is not limited to, other subcontractors associated with the Project. Subcontractor waives to the fullest extent permitted by law any objection that they may now or may hereafter have to having arbitration proceedings conducted in the state or United States territory in which the Project is located, including any claim that it is an inconvenient forum for such arbitration or court proceedings. The award rendered by the arbitrator(s) shall be conclusive and binding upon the parties and shall be enforceable in any court of competent jurisdiction of any Contracting State pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (330 UNTS 3; 9 U.S.C. 201, et seq.). The parties' agreement to be bound by the award rendered via the arbitration process shall serve as separate consideration for the parties' agreement to arbitrate to the extent such consideration is required by applicable law. Any disputes regarding the interpretation, scope, or validity of this arbitration article or arbitrability of any issue shall be determined by the arbitrator or single decision-maker.

11.3 Pass Through Claims. In case of any dispute or Claim between Contractor and Subcontractor or any of their sureties, which in the Contractor's opinion, is in any way allegedly and whether partially or fully: (1) relating to or arising from any act or omission of the Owner or third-party; or (2) should Owner or third-party present a claim against Contractor allegedly relating to or arising out of, in whole or in part, the performance or non-performance of Subcontractor's Work; or (3) the interpretation of the Contract Documents (such disputes, Claims and Owner or third-party claims are collectively referred to as a "Pass Through Claim"), Subcontractor agrees to be bound to Contractor and the Contractor's surety to the same extent that Contractor is bound to Owner or third-party, by the terms of the Contract Documents, and by any and all preliminary and final decisions, determinations, or agreements made by or between Contractor, third-party, or third party's surety or insurer, or the Owner, whether or not Subcontractor is a party to such agreement or proceeding. In the event of any such dispute or Claim, Subcontractor shall continue to perform the Subcontractor's Work, disputed or otherwise, in a diligent manner without interruption, deficiency or delay. The Subcontractor shall submit its Pass Through Claim in the manner and by the date directed by the Contractor, and shall also certify and price its Pass Through Claim in the same manner that the Contractor is required to certify and price a claim to the Owner. Subcontractor shall defend (with counsel acceptable to the Contractor), indemnify, and hold harmless Contractor and Contractor's surety from allegations of false claim or similar allegations arising out of Subcontractor's Pass Through Claim, regardless of whether the Contractor has certified the Subcontractor's Pass Through Claim. If the Subcontractor does not submit or price its Pass Through Claim in the manner directed by the Contractor, or if the Contractor cannot in good faith certify or submit the Subcontractor's Pass Through Claim, Contractor shall not be required to submit the Subcontractor's Pass Through Claim, and in such case Subcontractor waives its right to seek compensation from Contractor or Contractor's surety for the Subcontractor's Pass Through Claim. Contractor and Subcontractor further agree that neither the Contractor's submission of Subcontractor's Pass Through Claim nor its advocacy on Subcontractor's behalf nor testimony, sworn statements, letters, or positions taken by Contractor or its personnel related to a Pass Through Claim, are admissible against the Contractor or its surety in a later proceeding. Contractor and its surety shall not be liable to Subcontractor in excess of any sum actually received from Owner or third-party on behalf of Subcontractor for a Pass Through Claim and shall only be required to pay Subcontractor: (i) if the Owner or third party has stated to Contractor in writing that the Subcontractor is entitled to additional payment; and (ii) if, and only if, Owner or third-party pays Contractor that additional amount, which are both express conditions precedent to Contractor's and its surety's duty to pay Subcontractor for its Pass Through Claim and that the Subcontractor intends to assume the risk of nonpayment. Contractor shall have the sole and full authority to settle, prosecute, or appeal the Subcontractor's Pass Through Claim.

In the event the Contractor has a claim with the Owner or third-party which includes the Subcontractor's Pass Through Claim, and which is resolved on a global basis, Subcontractor's recovery for the Subcontractor's Pass Through Claim will be computed on a pro-rata basis after the Contractor adjusts the Subcontractor's Pass Through Claim, as submitted by the Contractor, to an amount the Contractor later determines is equitable and after the Contractor's costs (including but not limited to attorney, consultant, and expert fees and costs) arising from pursuing the Contractor's claim with the Owner or third-party, and Contractor's overhead and profit markup on the Subcontractor's Pass Through Claim are subtracted from the offer or award. In the event Contractor's contract balance is included in the global offer or award, the Contractor's contract balance will be subtracted from the global offer or award prior to the pro-rata computation. In the event the Subcontractor's Pass Through Claim is resolved for a specific dollar amount, Subcontractor's recovery for the Subcontractor's Pass Through Claim will be computed after the Contractor's costs (including but not limited to attorney, consultant, and expert fees and costs) arising from pursuing the Subcontractor's Pass Through Claim with the Owner or third-party, and Contractor's overhead and profit markup on the specific dollar amount are subtracted from the specific dollar amount.

Subcontractor agrees that for any cause of action it files with a court or arbitration organization pertaining to payment or its Pass Through Claim, whether sounding in contract, tort, in rem, mechanics lien, equity, or other non-contractual theory or statutory right, the Subcontractor shall agree to a motion for stay filed by Contractor or its surety, pending exhaustion of the Contractor's dispute remedies with the Owner or third-party. The parties agree that this provision shall not be considered a waiver of Subcontractor's payment bond or Miller Act rights but is an agreement that those rights will be enforced in a court or arbitration only after the Contractor's dispute remedies with the Owner or third-party are exhausted, to allow Contractor a Reasonable Period of Time within which to tender payment to Subcontractor, and that the Subcontractor, the Contractor and its surety will enter into a tolling agreement which will provide that the period of sixty (60) days following the Contractor's exhaustion of its dispute remedies shall not be taken into account in applying any statute of limitations to any suit or claim, pertaining to the Pass Through Claim. In the event Contractor or Contractor's surety is required to pay the Subcontractor or Subcontractor's lower-tiers for Subcontractor's Pass Through Claim prior to the Contractor resolving the Pass Through Claim with the Owner or third-party, Subcontractor shall reimburse Contractor for the amount paid by Contractor or Contractor's surety to Subcontractor or Subcontractor's lower-tiers, which is in excess of the amount later received by the Contractor from the Owner or third-party for the Subcontractor's Pass Through Claim, and in such a case Contractor and Subcontractor mutually waive against the other, their defense of res judicata or similar defenses.

Contractor may, at Contractor's option, (i) present to the Owner, third-party or any court or arbitrator, in Contractor's name, all or some of the Subcontractor's Pass Through Claim; and/or (ii) authorize and require Subcontractor to present to the Owner, third-party or any court or arbitrator in Contractor's name, all or some of Subcontractor's Pass Through Claim; and/or (iii) authorize and require Subcontractor to takeover as lead counsel handling all evidence, discovery, hearing preparation, entitlement and damages pertaining to all or some of the Subcontractor's Pass Through Claim to the Owner, third-party or any court arbitrator; and/or (iv) answer the claims of third-party or the Owner involving Subcontractor or Subcontractor's Work. If the Subcontractor's Pass Through Claim is presented, prosecuted or defended by Contractor, the Subcontractor, at Subcontractor's own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the Pass Through Claim including, without limitation, attorney, expert and consultant fees. Subcontractor acknowledges that in agreeing to the Subcontract Amount it has assessed the potential impact of this article of the Agreement on its ability to recover additional compensation in connection with its Pass Through Claim, and agrees that these limitations on recovery will apply regardless of the accuracy of Subcontractor's assessment or actual costs incurred by the Subcontractor.

ARTICLE 12 - DESIGN-BUILD WORK

12.1 Scope. To the extent the Contractor has contracted with Owner to provide the services necessary for the design and construction of the Project or a portion thereof as set forth in the Contract Documents, whether the services are designated as design-build, design-assist, delegated-design, or contain some other permutation of involvement with design, Subcontractor, through itself, design consultants and sub-subcontractors, agrees to provide all design, construction and other aspects of the Contract Work consistent with the Contract Documents. Contractor and Subcontractor agree that to the extent applicable to the design of the Contract Work hereunder, Subcontractor shall have the same responsibilities and obligations as to Contractor as Contractor by the Prime Contract has to Owner, except as may be modified herein.

Subcontractor acknowledges that the documents included with this Agreement are incomplete and represent only the design intent. The Subcontractor assumes the risk that the Contract Documents may be defective and acknowledges that the Amount of this Agreement includes that risk. As such the pricing included with this Agreement reflects the work required for a complete and operational system in accordance with the intent of the Contract Documents and the Prime Contract. Subcontractor will coordinate throughout the design process with Contractor's design team and provide input and recommendations related to the final design to be submitted and constructed in accordance with the requirements of the Contract Documents. It remains the responsibility of Subcontractor to coordinate the final design requirements so that they are included within the pricing and scope of this Agreement. The pricing included within this Agreement includes the final scope reflective and required of the Contract Documents and is not subject to any change orders between Contractor and Subcontractor unless the changes are made by Owner and is a Pass Through Claim, or directed in writing by Contractor and the Subcontractor has strictly followed the requirements for a Claim.

12.2 Subcontractor's Services and Responsibilities. Subcontractor shall promptly report to Contractor any errors, inconsistencies, omissions, or violations of Laws which Subcontractor discovers in the Contract Documents. Subcontractor shall be liable to Contractor for any damages resulting from any such items which Subcontractor discovers and fails to report to Contractor.

Subcontractor shall, consistent with applicable state licensing laws, provide the architectural, engineering and other design professional services required to perform the Contract Work. Subcontractor agrees that such services shall be provided through qualified, licensed design professionals who are either (i) employed by Subcontractor or (ii) procured by Subcontractor from qualified, licensed design consultants. Subcontractor shall not engage the services of any design consultant without first obtaining the approval of Contractor, which approval shall not be unreasonably withheld.

The standard of care for all design professional services performed by Subcontractor and its design consultants pursuant to this Agreement shall be as stated in the Contract Documents or in the absence thereof, the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. The Subcontractor warrants that its design will be sufficient to construct its Contract Work. Notwithstanding the preceding sentences, if the Contract Documents contain specifically identified performance standards for aspects of the services, Subcontractor agrees that all services shall be performed to achieve such standards.

Subcontractor shall submit to Contractor all interim design submissions and revisions for the Contract Work as required by the Contract Documents and the Contractor's Project schedule. The submissions shall also show the relationship of the Contract Work to the overall Project design. Prior to the scheduled date for submitting all design submissions to Owner, the Contractor, Subcontractor and designer (if not otherwise employed by Contractor) will hold meetings for the purpose of discussing and monitoring the design for consistency with the requirements of the Contract Documents, as well as Contractor's budget and pricing assumptions. Subcontractor shall assist Contractor regarding the selection of building systems, materials, and equipment, as well as cost, schedule, and construction feasibility assistance, for the Contract Work. Subcontractor shall submit to Contractor construction documents setting forth in detail drawings and specifications describing the requirements for construction of the Contract Work, and showing the relationship of the Contract Work to the overall Project. The construction documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. Subcontractor shall perform agreed upon revisions and submit revised construction documents to Contractor for Contractor's and Owner's approval.

If requested by the Contractor, Subcontractor shall attend and participate in meetings held among Owner, Contractor and designer (if not otherwise employed by Contractor) to discuss interim design submissions, the evolution of the design and any significant changes or deviations from the Contract Documents, and the construction documents for the Contract Work. In addition to the interim design submissions and construction documents, if requested by Contractor, Subcontractor shall prepare (i) those design documents and pricing information for the Contract Work that may be necessary for the establishment of a guaranteed maximum exhibit or guaranteed maximum proposal and (ii) interim design submissions and Construction Documents for the Contract Work required to permit commencement of construction on a portion of the Project before the entire Construction Documents for the Project are completed.

Contractor's and Owner's approvals of interim design submissions and the construction documents are for the purpose of mutually establishing a conformed set of construction documents for the Contract Work compatible with the requirements of the Contract Documents. The review and/or approval by either Contractor or Owner of any interim design submission or the construction documents shall not be deemed to transfer any design liability from Subcontractor to Contractor or Owner. Subcontractor will, at its own cost, revise any interim design submission or construction document it has provided to correct any errors, mistakes or omissions. Such revisions shall be performed timely and so as not to jeopardize the Contractor's Project schedule.

Government Approvals and Permits: Subcontractor shall obtain and pay for the necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Contract Work as set forth in the Contract Documents. Subcontractor shall provide reasonable assistance to Contractor in obtaining those permits, approvals and licenses, if any, that are the responsibility of Owner or Contractor and related to the Contract Work. Subcontractor shall make any revisions to the construction documents necessary to secure permits, approvals, and licenses, including those which have been denied for failure of the construction documents to meet the Laws.

12.3 Contractor's Services and Responsibilities. Contractor shall, upon request, endeavor to provide for Subcontractor's information the items listed below. Contractor does not warrant the accuracy or completeness of such items provided: (i) surveys describing the property, including existing service and utility lines; (ii) geotechnical studies describing subsurface conditions, and other surveys describing physical conditions at the Site; (iii) temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project; (iv) a legal description of the Site; (v) as-built and record drawings of any existing structures at the Site; (vi) environmental studies, reports and impact statements describing the environmental conditions in existence at the Site; (vii) Contract Documents; (viii) all permits, approvals, and licenses set forth in the Owner's Permit List attached as an exhibit to the Prime Contract; (ix) test and inspection reports; (x) Owner's financial ability to pay for the Contract Work set forth in this Agreement; and (xi) interim design documents and construction documents for portions of the Project that are not being designed by Subcontractor. Contractor shall notify Subcontractor of any errors, inconsistencies, or omissions Contractor discovers in the Contract Work. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall relieve Subcontractor of responsibility for errors, inconsistencies, or omissions in the Contract Work.

12.4 Ownership and Use of Documents. Ownership and use of the design and construction plans, drawings, specifications and other documents furnished or created by the Subcontractor shall be as stated in the Contract Documents. If not addressed in the Contract Documents, the design and construction plans, drawings, specifications and other documents furnished by the Subcontractor shall be considered Work Made for Hire under the Copyright Act of 1976, 17 U.S.C. 101, and ownership of the entire right, title and interest in all such documents furnished by the Subcontractor, including, but not limited to any copyrights therein, shall reside in the Owner. If any document(s) cannot be considered a work made for hire under 17 U.S.C. 101, then the parties agree that the entire right, title and interest in the documents, including, but not limited to any copyrights therein, the right to register and renew the copyrights throughout the world, and the right to use the documents in any manner whatsoever, shall be and hereby are assigned by Subcontractor to the Owner.

12.5 Insurance. Subcontractor's and its design consultants and Sub-Subcontractors' insurance coverage set forth in the Contract Documents shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build or design related nature or requirements of the Project. To the extent Contractor requires Subcontractor to provide professional liability insurance for claims arising from the negligent performance of design services by Subcontractor, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Contract Documents. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build or design related nature or requirements of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Inconsistencies and Omissions. The drawings, specifications, and other Contract Documents shall be construed as supplementing one another. Any of the Subcontractor's Work shown or mentioned in any one of those items shall be performed by the Subcontractor as part of this Agreement. Dimensions given on the drawings and the specifications are approximations only, and the Subcontractor shall take such measures at the Project site as will ensure the proper matching and fitting of the Subcontractor's Work with contiguous work. Omissions from the drawings or specifications or the mis-description or insufficiency of details relating to the Subcontractor's Work, or which are necessary for the Subcontractor to carry out the intent of the drawings and specifications, or that are customarily performed by the Subcontractor, shall not relieve the Subcontractor from being responsible for and performing such omitted, mis-described or insufficient details relating to the Subcontractor's Work at no additional cost. The Subcontractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications. Subcontractor represents and warrants that it has received and has reviewed, or had the opportunity to receive and review, all of the Contract Documents in advance of the execution of this Agreement. Any error, ambiguity, inconsistency, or omission therein, of which Subcontractor had, should, or could have had, knowledge prior to the execution of this Agreement, is considered a patent ambiguity for which the Subcontractor had a duty prior to the execution of this Agreement to inquire to the Contractor, and may not be a basis for an increase in the Subcontract Amount or time to perform the Subcontractor's Work or any other relief under the Contract Documents. If errors, ambiguities, inconsistencies, or omissions exist in the Contract Documents, of which Subcontractor did not have, and could not have had knowledge before execution of this Agreement, it shall be the duty of the Subcontractor to notify Contractor in writing thereof within seventy-two (72) hours of the discovery of such errors, ambiguities, inconsistencies, or omissions. Upon receipt of said notice, Contractor shall instruct Subcontractor as to the actions to be taken.

13.2 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision, and any invalid provision shall be modified so as to be valid but give the Contractor the maximum protection allowed by law pertaining to the provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

13.3 Interpretation. In the event of a conflict between or among the terms of this Agreement, any exhibit to this Agreement or bond associated with this Agreement, the higher standard, shorter notice period, more costly, or greater requirement for Subcontractor or its surety shall prevail; and in the event of a conflict between or among the terms of the Contract Documents, the higher standard, shorter notice period, more costly, or greater requirement for Subcontractor or its surety shall prevail. The deletion, by rider or otherwise, of any term within this Agreement or any exhibit to this Agreement, shall not add to this Agreement or bond associated with this Agreement, by implication, maxim, common law, or otherwise, language contrary to the deleted language. Terms in this Agreement or any exhibit or bond associated with this Agreement which remain, but which are similar to, identical to, or impact or are related to, deleted terms, shall be given full force and effect. Language contained in industry publications included or identified in the Contract Documents, including but not limited to, publications from ACI, AHRI, AISC, AISI, ALI, AMCA, ANSI, ASHRAE, AWS, ASSE/SAFE, AWWA, CISPI, CRSI, GA, IEEE, MPI, NEMA, NFPA, NRCA, PEI, PPFA, PDI, SDI, SJI, SMACNA, SSPC, TCNA, or TIA which attempts or claims to limit, lessen, or otherwise reduce the Subcontractor's obligations, risks, or responsibilities as stated elsewhere in this Agreement, shall be identified, by publication name and effective date, code section number, and any specific instructions to the contrary by Subcontractor. Absent the aforementioned identification by Subcontractor, any contrary language in such industry publications shall be null and void and given no effect. Notwithstanding the preceding sentence, in the event of a conflict between or among the terms of the Contract Documents, the higher standard, shorter notice period, more costly, or greater requirement for Subcontractor or its surety shall prevail.

13.4 Titles. The titles given to the articles, sub articles, sections, and subsections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose, nor in any manner affect the construction, meaning or effect of anything contained herein, nor govern the rights and liabilities of the parties.

13.5 Entire Agreement. This Agreement is solely for the benefit of the signatories hereto and the Contractor's surety, the Owner, and the Indemnified Parties, and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms in this Agreement can only be modified by written Change Order executed by the Contractor. Terms on any other written documents, whether signed by representatives of the parties or not, such as signed delivery tickets, etc., are not binding on the Contractor and Subcontractor. This Agreement may be executed by identical counterparts, and each counterpart shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Subcontractor stipulates that the individual signing this Agreement or any document in relation to the progression of Subcontractor's Work has the authority to bind Subcontractor.

13.6 Contractor's Surety and Third Party Beneficiaries. Except as either expressly provided herein or with the express written consent of the Contractor, no party is a third-party beneficiary to this Agreement nor is a third-party beneficiary to any documents required from Subcontractor pursuant to this Agreement. Notwithstanding the preceding sentence, the Contractor's surety is an express third-party beneficiary to this Agreement, and Contractor's surety has, notwithstanding any statutes, case law decisions, or laws to the contrary, all defenses, rights and remedies the Contractor has toward the Subcontractor. Subcontractor's execution of this Agreement evidences Subcontractor's awareness of, or its right to inquire as to, any and all statutes, case law decisions, laws or judicial opinions that may otherwise prevent the Contractor's surety from enjoying all defenses, rights and remedies of the Contractor, and Subcontractor nonetheless knowingly consents to the Contractor's surety receiving all such defenses, rights and remedies of the Contractor.

13.7 Joint and Several Liability. In the event the Subcontractor is a joint venture or partnership, references to Subcontractor shall be deemed to include each and every entity in the joint venture or partner in the partnership such that the obligations undertaken and warranties and covenants given by Subcontractor shall be deemed to be given by each and every entity in the joint venture or partner in the partnership, jointly and severally.

13.8 Defined Terms. Each term that is defined in one article, sub article, section, or subsection of this Agreement shall have the same meaning in every other article, sub article, section, or subsection of this Agreement.

End of Exhibit A

EXHIBIT B

SCOPE, CLARIFICATION, ALTERNATES and UNIT PRICES

Walsh Construction Company II, LLC
 Contractor for: UNIVERSITY OF KENTUCKY
 Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
 Walsh Construction Company II, LLC Project No. 223026

Scope of Work:

Included in the Agreement Amount, Subcontractor / Seller **Shall** furnish Payment and Performance Bonds, provided in the attached forms.

Scope of Work Clarifications (Inclusions):

LINE	DESCRIPTION
1	See Exhibit B.1 and B.2.

Specific Exclusions:

LINE	DESCRIPTION
1	See Exhibit B.1 and B.2.

Alternates:

The Alternates listed herein shall be considered as options to the Contractor. Subcontractor shall be bound to perform any or all of the Alternates for the price or prices indicated if the Contractor, in Contractor's sole discretion, exercises his right to Subcontractor's performance of any or all of the Alternates listed.

LINE	DESCRIPTION	TYPE	AMOUNT
1	See Exhibit B.1 & B.2.	ALT01	\$

Unit Price Schedule:

This is a unit price Agreement. Quantities listed below are estimates only and may vary materially.
 Subject to Retention of: 10% Unless noted otherwise, the Amounts shown are listed in US Dollars

ITEM NUMBER	DESCRIPTION	PHASE CODE	U.O.M.	QTY.	UNIT PRICE	AMOUNT
Total Estimated Value of Unit Price Agreement						\$

EXHIBIT B.1

WALSH CONSTRUCTION PROJECT SPECIFIC GENERAL CONDITIONS

TO BE INCLUDED WITH ALL SUBCONTRACT AGREEMENTS

SEE **EXHIBIT B.2** FOR TRADE CATEGORY SPECIFIC SCOPE

INSERT DATE HERE

Contractor: Walsh Construction Company II
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

Subcontractor: **INSERT NAME HERE**
President or Owner's Name: **INSERT NAME HERE**
President or Owner's Address: **INSERT ADDRESS HERE**
President or Owner's Phone Numbers:
Direct - **INSERT NUMBER HERE**
Mobile - **INSERT NUMBER HERE**

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 complete all TRADE CATEGORY SCOPE in accordance with this Subcontract Agreement and its Exhibits including, but not limited to, the following:

1. SPECIFICATION SECTIONS:

See Exhibit B.2 for a full listing of Specification Sections.

2. ADDENDUMS, BULLETINS, OR INFORMATION LETTERS:

The following addendums, bulletins, and information letters as defined in the contract documents, were issued by the Architect and included in the Subcontractor's Base Contract. Therefore, all the

addendums, bulletins, and information letters listed below are hereby incorporated into this Subcontract Agreement.

1. See Exhibit C.

3. REQUESTS FOR INFORMATION (RFI):

The following RFIs were issued prior to award of this Subcontract and the scope specifically referred to in the RFI or any scope that is reasonable inferable from these RFIs are included in this Subcontract Agreement:

See 00 91 13 Bid Question Log for complete list of Bid RFIs.

4. 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.

5. 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 / Contractor's 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 Certified 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 / Contractor to prevent any strikes, slowdowns or other delays and to prevent any damages or expenses to the Construction Manager / Contractor. 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/Contractor.
6. Subcontractor shall participate in the project Pre-Apprentice program. Refer to the Pre-Apprentice program exhibit.

6. 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 / Contractor.
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.

7. 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 / Contractor 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 personnel to comply with security badge requirements for all workers. Coordinate appointments to receive badges with Walsh
5. Subcontractor is responsible for having any and all onsite employees go through Owner and Walsh required safety/ICRA orientations.
6. Subcontractor shall maintain all ICRA Barriers installed by Contractor while working inside construction areas. Any damage to barriers shall be reported immediately to the Contractor. Subcontractor shall remove dirty sticky mats or notify Contractor of dirty sticky mats to be replaced.
7. 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.
8. 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 Contractor. Entire project will utilized one manufacturer. Contractor will issue above ceiling punch lists, and Subcontractor has 72 hours to correct deficiencies.
9. 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 contractor 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.
10. 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 fire stopping manufacturer (to be determined by contractor or owner at future date) for consistency throughout the project. Subcontractor is responsible for all costs associated with Fire Stopping materials and installation.
11. 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 fire stopping manufacturer (to be determined by contractor or owner at future date) for consistency throughout the project.
12. CONFIDENTIALITY. The Subcontractor shall maintain strict confidentiality of all proprietary and financial information concerning the Owner, Construction Manager / Contractor, 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 / Contractor, 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 / Contractor, or Project shall be made by the Subcontractor without prior written consent of the Construction Manager / Contractor, which consent may be withheld in its sole and absolute discretion. All media and third-party inquiries shall be directed to the Construction Manager / Contractor.
13. LAYOUT AND DIMENSIONAL CONTROL. Each Subcontractor is responsible for all layout and field engineering required for their work, including protection of reference points and replacement of such points that are lost or damaged during the work's execution. Construction Manager / Contractor will provide subcontractor applicable Control points and reference data.
14. 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.
15. ON SITE STORAGE AND MATERIAL HANDLING LOGISTICS
- a. All deliveries must be coordinated and scheduled with the Construction Manager / Contractor'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 / Contractor. Subcontractors should schedule material deliveries just in time for installation. Onsite storage is not guaranteed.
 - c. Each Subcontractor shall provide its own storage and fabrication sheds necessary for its own work, subject to approval of the Construction Manager / Contractor as to quantity, size, location, and material of construction
 - d. The Construction Manager / Contractor will not receive, unload, store, sign for, or otherwise accept any delivery to the project site or Construction Manager / Contractor office that is to the attention of a Subcontractor. Subcontractors are responsible for managing all deliveries.
 - e. Subcontractor is responsible for all costs related to logistics issues and site access. This includes but is not limited to: Deliveries scheduling, trucking permits, interference with public way, street closing permits, overtime deliveries, off-site storage, etc.
 - f. 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 / Contractor 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.
 - g. 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
 - h. 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 / Contractor.
 - i. 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 Contractor is the responsibility of this Subcontractor.

- j. 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.
- k. 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
- l. Subcontractor 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.
- m. 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.
- n. Temporary construction hoists and/or Permanent Elevators will be available for vertical transportation of workers and materials per durations provided in the Project Schedule.
- o. 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.
- p. Subcontractor will participate in the daily pre-lift checklist and rigging inspections for the project.
- q. Subcontractor is responsible to review the Structural plans for loading capacity prior to operating any lift within the building.
- r. Subcontractor shall provide forklifts as needed for Subcontractor's work. Subcontractor shall always have appropriate hoisting equipment during the duration of Subcontractor's work.

16. 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 / Contractor) 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 / Contractor. Any construction cleaning performed without the concurrence of the Construction Manager / Contractor 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 Contractor 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.

17. 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 / Contractor.
- 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 / Contractor 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 shall comply with the project **Water Release and Mold Prevention Program** plan and ensure that worker's 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 **Walsh Group Water Release and Mold Prevention Program** is available upon request to the Project Manager.
- f. 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.
- g. If the project incurs costs for trade damage and Contractor 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.

18. 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.

19. PARKING. The Subcontractor is responsible for their own parking and transportation for their employees.

20. 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.

21. 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.

22. ALL HANDS MEETINGS. The Construction Manager / Contractor 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.

23. DAILY HUDDLE. The Construction Manager / Contractor 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.

24. Subcontractor shall include cutting and coring as necessary for their work. Subcontractor is responsible to coordinate, 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 / Contractor before any cutting or coring of concrete slabs or walls. Clean-up and coring/cutting water control shall be included.

25. 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 or failure to plan and coordinate Subcontractor's work prior to the application of fireproofing.

26. 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 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.

27. Subcontractor is not to leave open trenches overnight unless fully protected and coordinated with the general contractor. All trenches and excavations will require barrier and caution tap.

8. 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

9. SAFETY:

1. The Subcontractor shall adhere to the Project Safety Plan in accordance with Exhibit G in its entirety.
2. Subcontractor shall provide its own site-specific safety plan and all Safety Data Sheets (SDS) for the project in addition to a Subcontractor specific Chemical Inventory; both items are required to be up to date and current with the Construction Manager / Contractor. Subcontractor shall notify the Construction Manager / Contractor in advance of bringing any new chemical or substance onto the project site.
3. 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.
 - a. Subcontractor personnel must wear the appropriate cut level rated gloves for the task being performed; at a minimum cut level 6 will be used. Subcontractors will supply the appropriate gloves to their own trades people for the type of task they are performing. Gloves are always required unless the Task Hazard Analysis (THA) specifically states they are not required because they create a greater hazard (using rotating parts, etc.).
 - b. Subcontractor personnel must use appropriate arm protection during operations where the arms are exposed to cut hazards (i.e., Kevlar, Dyneema Sleeves, etc.) Examples of these activities are working in-wall and ceiling cavities created with metal studs. Tight confines between rebar, etc.
4. 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
5. Subcontractor to comply with all safety rules and procedures included in the Contractor's Health, Safety and Environmental (HSE) plan, 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 HSE plan (i.e., toolbox talks, safety huddles, risk assessment, etc.)
 6. Subcontractor's Competent Person shall participate in the Contractor's Daily Activity Briefing (DAB) throughout the project's timeline. Contractor shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
 7. Mandatory fall protection/prevention while working 6'-0" above adjacent surfaces is required and will be strictly enforced. This includes working from ladders.
 8. 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 Contractor for information only
 9. Subcontractor's Safety Manager shall participate in the Contractor's weekly project safety inspection throughout the project's timeline. Contractor shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
 10. Subcontractor shall periodically participate in the Contractor's Emergency Response drill throughout the project's timeline. Contractor shall discuss and coordinate with Subcontractor prior to each occurrence until Subcontractor demobilizes.
 11. Subcontractor is responsible for establishing Controlled Access Zones for work installed by this subcontractor.
 12. All aerial lifts shall have anti-crush devices installed prior to coming on site.
 13. Dry cutting or grinding of concrete is prohibited.
 14. Subcontractor shall provide a 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, 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 Contractor for information only.
15. PREPARING FOR THE WORK
- a. 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.
 - b. Subcontractor shall verify all their onsite employees and Lower tier subcontractor employees have attended the project Site Specific Safety Orientation and security registration process before commencement of work. Failure of a Subcontractor's employee to comply with this requirement is grounds for removal and ultimately, dismissal from the project. Repeat offenses is grounds for removal of the Subcontractor's foreman and Superintendent or other field management personnel.
 - c. 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.

- d. Subcontractor will complete a Task Hazard Analysis (THA) prior to the start of each shift, on a daily basis while performing any work and submitted to the Contractor. 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.
- e. Subcontractor personnel and employees will participate in the Construction Manager / Contractor Stretch & Flex program daily while present on site. Subcontractors shall be responsible for their employee's stretch and flex program in the event of shift start differentials.
- f. 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.

16. TRAINING AND DOCUMENTATION

- a. Subcontractor shall, at a minimum, have their employee attend a re-orientation session provided by the Contractor every six-months (6) of continuous work on the project or after a twenty (20) calendar day absence from the project.
- b. Subcontractor to provide documentation showing that their employees have been properly trained on the tools and equipment that will be used on this project.

17. SAFETY INSTALLATION AND MAINTENANCE

- a. Subcontractor is responsible for the installation and maintenance of all safety systems to protect workers from hazards created by the work of this subcontractor.
- b. Subcontractor shall maintain and remove when applicable, cable guardrails or rigid fall prevention when it interferes with the final installation of this subcontractor. Subcontractor shall protect employees from hazards while working in areas where guardrails have been removed. Subcontractors this shall not leave an area with exposed hazards or removed guardrail systems.
- c. Subcontractor shall provide and take all necessary means to maintain traffic control and keep patterns open at all times. This includes but is not limited to: Competent flagmen with all required PPE and equipment as required.
- d. 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.
- e. Subcontractor shall provide floor penetrations (box outs, sleeves, etc.) required for their work and shall coordinate locations with the Construction Manager / Contractor and other trades. Subcontractor shall infill the floor penetrations to achieve the floor's rating with a UL tested assembly.
- f. Subcontractors are responsible to provide all necessary precautions to eliminate public endangerment, related to Subcontractors activities.
- g. Subcontractor shall utilize Contractor's safety software and electronic reporting system.

- 18. Subcontractor shall be required to assign an individual and participate in the Contractor's Craft Leadership Safety Program, including but not limited to attending meetings, site walks and inspections, etc. Subcontractors shall be responsible for the participant's cost. Participation in

the Craft Leadership Safety program shall not relieve Subcontractor of any other safety obligations.

10. QUALITY:

1. The Construction Manager / Contractor is utilizing Procore to track and manage Quality issues, damages and deficiencies.
2. Subcontractor's will be required to participate in the management and have responsibility to correct, repair, replace, and resolve items that subcontractors are responsible for.
3. **MOCKUPS.** Subcontractor shall furnish all labor, materials, and equipment in constructing **mock-ups / first install** for all assemblies and various interior rooms at the direction of the Construction Manager / Contractor until the **mockup(s) / first install** is approved by the Construction Manager / Contractor and/or Architect or Owner.
4. **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.
5. **TESTING AND INSPECTIONS**
 - a. Subcontractor shall be responsible for obtaining all required inspections through the Construction Manager / Contractor, 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 / Contractor in the performance of the contract.
 - c. Subcontractor shall provide all labor, materials and equipment regarding the testing of systems for routine, periodic, and the final inspection preparations. The process will be directed by the Construction Manager / Contractor.
 - d. 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 / Contractor 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.
6. **ACCEPTANCE OF PREDECESSOR WORK.** Subcontractor shall accept all predecessor's work and substrates prior to installing Subcontractors work on or adjacent to the predecessor's work prior to commencement of work. It is the duty and responsibility of the Subcontractor to properly inform the Construction Manager / Contractor of any working surface that is rejected or in non-conformance. If the Subcontractor proceeds with installing Subcontractor's work onto or adjacent to non-conforming work without properly informing the Construction Manager / Contractor, the Subcontractor does so at their risk and will forfeit any rights to compensation for corrections or modifications to their work to make Subcontractor's work compliant with the Contract Documents.

11. SCHEDULE:

1. The Subcontractor shall follow the schedule requirements.
2. 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.
3. Subcontractor is responsible for multiple mobilizations to meet and comply with the scheduled phasing and sequence of the project.
 4. Subcontractor shall include costs and manpower 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.
 5. 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.
 6. 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.
 7. SHOP DRAWING DURATIONS:
 - a. Subcontractor shall submit complete shop drawings 20 working days after award of the subcontract, or as per the approved project schedule.
 - b. Time frame for shop drawing revision and resubmission as per consultant and/or Construction Manager / Contractor request not to exceed 5 working days, or as per the approved project schedule.
 8. FABRICATION DURATIONS:
 - a. Subcontractor shall complete all fabrication within appropriate times to meet the needs of the current CPM schedule and to not adversely affect the progress of the project.
 - b. Subcontractor shall provide a fabrication schedule that provides for uninterrupted installation on the project site
 9. WORK SCHEDULE AND WORK SEQUENCING:
 - a. This subcontractor to fully mobilize within 5 working days of advanced notice from the Construction Manager / Contractor.
 - b. It is understood that scheduling may require temporary omissions of portions of the Contract work at locations to be determined by Construction Manager / Contractor. 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 / Contractor and are included as part of this contract.
 - c. 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.
 - d. Subcontractor includes all premium time or shift work necessary to maintain the Contract Schedule due to non-performance by this Subcontractor.
 - e. FIELD MEASURING. If Subcontractor's work requires field measuring, the Subcontractor's schedule shall provide appropriate time for field measuring and fabrication.
 10. Participation in the Last Planner® System of Project Planning and Scheduling Contractor 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 Contractor. 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.
- f. 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.
- g. 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.

12. COORDINATION:

1. Subcontractor shall provide enough resources and labor, including attendance at scheduled coordination meetings, to fully coordinate Subcontractor's scope of work with the work of other subcontractors.
2. 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 a all portions of the project when available from the Designers of Record.
3. COORDINATION WITH EXISTING FACILITY OPERATIONS
 - a. Work to be done in the existing facility must be coordinated and scheduled with the Construction Manager / Contractor 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 / Contractor 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.
 - b. Subcontractor shall coordinate all down time or interruption of existing systems with the Construction Manager / Contractor per the contract documents.
 - c. Subcontractor shall provide any and all supervision, labor, material, equipment, etc. needed to complete activities on off-hours as required and determined by the facility staff and leadership concerning shutdowns.
 - d. 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.
4. Subcontractor shall include cutting and coring as necessary for their work. Subcontractor is responsible to coordinate, 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 / Contractor before any cutting or coring of concrete slabs or walls. Clean up and coring/cutting water control shall be included.

5. 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 or failure to plan and coordinate Subcontractor's work prior to the application of fireproofing.
6. Subcontractor shall furnish the appropriate labor, equipment and software concerning the Building Information Modeling (BIM) coordination process. Subcontractor shall coordinate, through the Construction Manager / Contractor, the drawings and installation of all work related to this trade and any other Subcontractor as required for a complete installation of this Subcontractor's scope of work. Please refer to Exhibit J – Building Information Modeling for a full description of the Subcontractor's responsibilities.
7. Subcontractor shall participate in Building Enclosure meetings as required.

13. 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. 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.
2. Subcontract to include this specification in contracts with any sub-tiers.
3. The subcontractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.
4. 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.
5. Prior to submitting the first Application For Payment, Subcontractor shall have submitted, reviewed, and gained approval from the Construction Manager / Contractor the draft pay application with approved Schedule of Values, contract values, and contract dates.
6. Only approved and executed change orders are allowed on any monthly pay application.
7. 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.
8. Subcontractor is to update and keep current the subcontractor and material supplier declaration with each pay application.
9. 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 Contractor 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. CLOSEOUT AND WARRANTIES:

1. Subcontractor must keep current on all as-built documentation. Failure to do so may result in withholding of payments.
2. Subcontractor is to exhibit as-built information is up to date to the Construction Manager / Contractor on request before any pay request is processed.
3. Subcontractor shall provide all closeout documents as defined in the project documents three (3) months before date of their completion or unless noted otherwise in the attached project schedule.
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. Subcontractor shall provide and place all required quantities of attic stock in a location designated by the Owner. A line item equal to 1% of their contract amount shall be withheld from the contract sum (separately from the project retainage) until all required close out documentation and attic stock materials are submitted and approved.
8. Warranty Start Date begins at Date of Substantial Completion. The duration of the warranty shall be one (1) year unless specifications state a longer warranty duration.

15. 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

EXHIBIT D

INSURANCE REQUIREMENTS - Controlled Insurance Program ("Wrap-Up")

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

This Project has a Contractor Controlled Insurance Program [CCIP]

Incorporation of Controlled Insurance Program

All Subcontractors, whether enrolled or not enrolled in the OCIP or CCIP, shall be bound by certain provisions of the Insurance Program which are contained in the program Manual, which is hereby incorporated into the Agreement and made a part hereof. The Manual should be attached to this Agreement as an Exhibit. However, failure to provide the Manual does not waive the requirements of compliance with said Manual. If Subcontractor is not in possession of the Manual, one should be requested prior to execution of this Agreement.

Enrollment

Subcontractors who meet the enrollment criteria shall provide any and all required and necessary documentation and information necessary to complete enrollment. Any and all Subcontractors who do not meet the enrollment criteria or are otherwise determined by the controlling entity to not be a participant in the insurance program shall retain all coverage required by this Exhibit or the Manual. For each line of coverage required by either the Manual and/or this Exhibit, the greater limit and broader coverage required shall be the requirement, and shall trump the lesser standard or lower limit.

Prevailing Insurance Requirements

The limits and terms of this Exhibit D or any minimum coverages required of enrolled Subcontractors in the Manual shall apply to any and all off-site or Completed Operations exposure. The provision of this insurance program shall not diminish the requirements of the Subcontractor to secure the required coverages and terms contained in Exhibit D and/or the Manual.

Incorporation in Downstream Contracts

Subcontractor shall incorporate the terms of the Manual and the insurance requirements within all subcontracts and purchase orders, and require all subcontractors to do the same. The terms and conditions of the Manual shall apply to all entities that perform work on-site or are otherwise contemplated by the Manual, regardless of whether they are enrolled or not enrolled.

Disclaimer of Third Party Beneficiaries

Nothing contained herein is meant to confer any rights to any third parties in relation to the insurance requirements contained herein. The provision of the Controlled Insurance Program is meant for the protection of the enrolled contractors, and is no way intended to benefit the general public or any claimant against any contractor, enrolled or not enrolled. Nothing herein is meant to confer any rights to any party not signatory to this Agreement.

INSURANCE REQUIREMENTS - CONTINUED

Prior to start of the Subcontractor's Work, the Subcontractor shall procure and maintain, and require any sub-subcontractors to procure and maintain, at its own expense, until Final Completion of the Work and throughout the term of any guaranty or warranty of the Work, the following insurances and as else required by this Agreement.

After final acceptance, Subcontractor and its sub-subcontractors shall provide same proof of insurance for 3 years, or longer as depicted by Agreement. Subcontractor and its sub-subcontractor policy limits, if greater, shall control over minimum limits required herein. The limits required by this Agreement are minimum requirements, and the actual limits of any Policy that exceed these minimums shall be considered the required limit.

For Subcontract and any sub-subcontract Agreements less than \$1,000,000, the following minimum limits are required:

<u>Type of Coverage</u>	<u>Minimum per Occurrence Limit</u>
a. Workers' Compensation Insurance	Statutory Limits
b. Employer's Liability Insurance	\$1,000,000
c. Commercial Automobile Liability Insurance - "ANY AUTO"	\$1,000,000
d. Commercial General Liability Insurance	\$2,000,000 / \$4,000,000 Aggregate
e. Professional Liability, if scope includes design	\$2,000,000
f. Pollution Liability, if scope includes Environmental Work	\$5,000,000
g. Asbestos Abatement Liability, if scope includes asbestos abatement	\$5,000,000

For Subcontract and any sub-subcontract Agreements equal to or greater than \$1,000,000, the following minimum limits are required:

<u>Type of Coverage</u>	<u>Minimum per Occurrence Limit</u>
a. Workers' Compensation Insurance	Statutory Limits
b. Employer's Liability Insurance	\$2,000,000
c. Commercial Automobile Liability Insurance - "ANY AUTO"	\$2,000,000
d. Commercial General Liability Insurance	\$5,000,000 / \$5,000,000 Aggregate
e. Professional Liability, if scope includes design	\$5,000,000
f. Pollution Liability, if scope includes Environmental Work	\$5,000,000
g. Asbestos Abatement Liability, if scope includes asbestos abatement	\$5,000,000

SUBCONTRACTOR AND ITS SUB-SUBCONTRACTORS SHALL NOT BE ALLOWED ENTRY TO SITE PRIOR TO SUBMITTING EVIDENCE OF INSURANCE FOR UKHC Cancer Treatment Center/Ambulatory Surgery Center.

Subcontractor shall address the Certificate of Insurance to the following "Certificate Holder" and address:

"Cert Holder": Walsh Construction Company II, LLC
Project Address: 929 W. Adams Street
Chicago, IL 60607

Subcontractor shall name, and require its sub-subcontractors to name, the following (and any partners, parents, members, subsidiaries, officers, directors, agents, employees, and related entities) as Additional Insured on all policies of insurance, except Workers' Compensation and the Professional Liability Policy, with respect to liability arising out of Subcontractor's operations:

GENERAL CONTRACTOR : Walsh Construction Company II, LLC (also Certificate Holder)
OWNER : UNIVERSITY OF KENTUCKY
ARCHITECT / ENGINEER : CHAMPLIN ARCHITECTURE
ENGINEER : CMTA, INC

Certificate must state that coverage is primary and non-contributory with respect to any other insurance carried by any of the Additional Insureds. Additional insured endorsements shall be ISO CG 20 10 10 01 and ISO CG 20 37 10 01 with no other endorsement or language relating to "sole negligence" or "independent acts", and shall be attached to the Certificate of Insurance Form. Subcontractor and its sub-subcontractors shall be responsible for any deductible or self-insured retention with respect to coverage afforded Additional Insureds. Subcontractor and its sub-subcontractors waive any and all rights of subrogation against the Contractor, Owner and all other parties listed above on all policies. Subcontractor and its sub-subcontractors must provide 30 days written notice for any policy changes and/or cancellations, except 10 days' notice for cancellation due to nonpayment of premium.

PLEASE MAIL EVIDENCE OF INSURANCE TO:

Workers' Compensation / Employer's Liability. Subcontractor and its sub-subcontractors shall provide Statutory Limits for Workers' Compensation in the state where Work is being performed. Employer's Liability shall be provided in the limits above.

If Subcontractor and any of its sub-subcontractors will be working on or near navigable waters, U.S. Longshoreman and Harborworkers Compensation Act Endorsement shall be attached to the policy.

If Subcontractor and its sub-subcontractor hires a PEO and the PEO is providing Workers' Compensation coverage to Subcontractor, the PEO must provide to Contractor and maintain proof of the following as respects their Workers' Compensation policy: Waiver of Subrogation Endorsement in favor of Contractor; Alternate Employer Endorsement listing the Subcontractor as the Alternate Employer; and provide a Certificate of Insurance evidencing coverage required by this Agreement, including the above endorsements. Subcontractor must add the "Coverage for Injury to Leased Workers" Endorsement CG 04 24 to their General Liability policy. Subcontractor must provide Workers' Compensation coverage for non-leased employees.

Commercial Automobile Liability. Insurance must include in the declarations schedule "Any Auto" (Symbol 1), or "Owned Autos, Hired Autos, Scheduled Autos, and Non-Owned Autos" (Symbols 2, 7, 8, and 9), as those terms are defined by the Insurance Services Office. If any of these Symbols are not checked, written explanation must be submitted and approved in writing by Contractor prior to entry of the Project Site. Minimum limits shall apply to Combined Single Limit -Each Accident, Bodily Injury - Per Person, and Bodily Injury - Per Accident.

Commercial General Liability. Primary general liability policy shall not be less than one million dollars (\$1,000,000). Insurance shall include as minimum coverage: (i) Premises - Operations Liability; (ii) Products and Completed Operations Liability; (iii) Broad Form Property Damage Liability; (iv) Property Damage Liability Insurance shall provide "X, C, and U" (explosion, collapse, and underground hazard) coverage as applicable; (v) Personal and Advertising Injury Liability; (vi) Blanket Contractual covering indemnity obligations herein; and (vii) Cross-Liability Extension endorsement. There shall be no endorsements excluding damage to work performed by subcontractors on your behalf (ISO CG 22 94 or equivalent), no endorsements that exclude or remove coverage for Products - Completed Operations (ISO CG 21 04 or equivalent), nor any endorsements that remove or restrict the Insured Contract definition. If General Liability limits are written on a blanket basis, the general aggregate limits must be written on a "PER PROJECT" basis.

Additional Insured coverage under the General Liability policy shall be Insurance Services Office Forms CG 20 10 10 01 and CG 20 37 10 01, providing coverage for liability arising out of the Subcontractor's and its sub-subcontractor's ongoing and completed operations. Alternates to these forms must be negotiated prior to the start of Work and be accepted by Contractor. Failure by the Contractor to request Subcontractor and its sub-subcontractor to fulfill this requirement is not a waiver of this requirement. Any endorsement limiting coverage to "sole negligence" or "independent acts" are not acceptable. Subcontractor and its sub-subcontractor shall furnish copies of additional insured endorsements with each certificate of insurance submission.

Professional Liability. For Subcontractors and its sub-subcontractors whose scope includes design work, Subcontractor is required to provide professional liability insurance for claims arising from the alleged or actual negligent act, error, or omission committed in the performance of professional services, including from the breach of the standard of care, by Subcontractor. The coverage limits, duration and other specifics of such insurance shall be as set forth in the Contract Documents, but in no case shall the professional liability insurance limits be less than \$2 million for Subcontract Agreement amounts less than \$1,000,000 or \$5 million for Subcontract Agreement amounts equal to or greater than \$1,000,000. Subcontractor has the obligation to replenish the policy or policies for such insurance (hereinafter the "Policy") so that the limits are not compromised by other claims (excepting any claim related to this Subcontract Agreement) at any time. In the event that Subcontractor does not satisfy this replenishment obligation, Subcontractor shall be responsible to pay any and all amounts which would have been covered by the replenished Policy had it been obtained. The Policy shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. To the extent available, the Policy shall include coverage for claims attributable to the Subcontractor in connection with delay, acceleration, disruption, and remedial damages which are the Subcontractor's responsibilities. The Policy shall additionally provide that: i) punitive damages are covered where not prohibited by law; ii) a retroactive date shall apply to the date of project's first contract for design/professional services; and iii) waiver of subrogation applies in favor of the Contractor, Owner, Owner's lenders and other parties that may be required by Owner. The Policy shall be provided prior to the commencement of any design services hereunder. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the commencement of any work on the project. A claims-made policy which is not renewed or replaced must have an extended reporting period of five (5) years.

Pollution Liability. Subcontractors and its sub-subcontractors performing Environmental Work, work with hazardous materials, or work involving the transportation of hazardous materials, shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage, remediation and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the Subcontractor's Work or services to be performed under this Agreement. Coverage shall be provided for both Subcontractor's Work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$5,000,000 shall be provided. The policy shall name the Additional Insureds and any parents, subsidiaries, and related entities, but only insofar as the operations under the Agreement are concerned. Subcontractors and its sub-subcontractors whose scope includes the transportation of hazardous materials must include an MCS-90 Endorsement in their Automobile Liability policy.

Asbestos Liability. Subcontractors and its sub-subcontractors performing work involving asbestos abatement and transportation operations shall provide insurance coverage for liability arising from asbestos, including claims for bodily injury, including wrongful death, property damage and environmental cleanup. Said insurance shall not exclude asbestos abatement, asbestos disease or transportation. The insurance shall have a per occurrence limit of not less than \$5,000,000, and all deductibles shall be borne by Subcontractor and shall not exceed \$500,000 without written consent of Contractor. If Subcontractor becomes aware of claims or potential claims that would erode 25% of more of the aggregate limit of the policy, Subcontractor shall notify Contractor immediately and provide such information as Contractor shall request to assess the risk of a future claim being uninsured or underinsured. If the policy is "claims-made", it shall include an Extended Claims Discovery Period of not less than 2 years. Said insurance shall cover the Subcontractor's and its sub-subcontractors contractual liability for asbestos claims.

SUBCONTRACTOR DEFAULT INSURANCE

Subcontractor Qualification Process - Subcontractor hereby affirms any and all information supplied or submitted in relation to the Subcontractor Qualification process and recognizes a continuing duty to apprise the Contractor of any and all variations from said information, including but not limited to any alteration in information regarding the financial health of the Subcontractor. Subcontractor further agrees that regular compliance with annual updating of the Subcontractor Qualification Process shall be an affirmative obligation, and a failure to do so may interrupt payment of invoices until such updating is secured.

Subcontractor Default Insurance - Should Contractor enroll this project in a Subcontractor Default Insurance Program, the Subcontractor agrees to cooperate as necessary for the procurement of the program, including with the Subcontractor Qualification Process outlined herein. Subcontractor further agrees to identify and credit back any and all costs contained within their bid which relate to the cost of providing the necessary Performance and Payment Bonds as required by the Agreement. The provision or procurement of the Subcontractor Default Insurance is solely for the benefit of the Contractor and shall confer no rights to the Subcontractor or of their agents or assigns, including any subcontractors, vendors, or employees. No Waiver of Subrogation shall apply to any claim made under the Subcontractor Default Insurance.

Enrollment - Subcontractors who meet the enrollment criteria, determined by the Subcontractor Qualification Process, shall provide any and all requested information to complete enrollment. Any and all Subcontractors who do not meet the enrollment criteria or are otherwise determined by the controlling entity to not be a participant in the default insurance program shall immediately obtain and furnish surety bonds in such form as provided by the Contractor or detailed by Exhibit of this agreement.

End of Exhibit D

EXHIBIT E

STANDARD OPERATING PROCEDURES

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

These Standard Operating Procedures, by execution of the Agreement between the Subcontractor/Supplier and Walsh Construction Company II, LLC ("Contractor"), are incorporated into and made a part of that Agreement. The Subcontractor agrees to be bound by the conditions for jobsite administration as set forth herein.

1. General

The terms and acceptance of this agreement are contingent upon the terms and execution of the Contract between the Owner and the Contractor. This document is intended to assist the Subcontractors/Suppliers in fulfilling the administrative requirement of this Contract, as well as to prescribe certain rules of conduct of all employees assigned to the jobsite.

2. Shop Drawings, Cut Sheets, Catalogs, Samples

A) All correspondence, submittals, calculations, etc. shall be processed through the Contractor. This material can be hand delivered or mailed to the Contractor's Office at:

Walsh Construction Company II, LLC

Job# 223026

929 W. Adams Street

Chicago, IL 60607

Attn: Chris Zarvas,

Phone: 312 563-5400

Fax: 312 563-5402

Email: czarvas@walshgroup.com

B) Furnish subject material in the following quantities:

Working Drawings	-	Electronic Copy in PDF Format Sent Via E-Mail or Electronic Media and Six (6) Printed Copies (upon request)
Shop Drawings	-	Electronic Copy in PDF Format Sent Via E-Mail or Electronic Media and Six (6) Printed Copies (upon request)
Product Data/Cut Sheets Catalogs/Calculations Certifications	-	Electronic Copy in PDF Format Sent Via E-Mail or Electronic Media and Six (6) Printed Copies (upon request)
Samples	-	Samples - Six (6)
Manuals	-	Electronic Copy in PDF Format Sent Via E-Mail or Electronic Media and Six (6) Printed Copies (upon request)

C) Your Standard letter of transmittal should identify the specification section and paragraph for which the submittal is made, or the drawing referenced appropriate to the submittal. Only submitted material furnished as noted in this paragraph will be reviewed and processed. Non-conforming submittals will be returned to the sender without action.

- D) Prior to submission of any materials for the Architect's review, the Subcontractor/Supplier shall affix a label or title block citing the information called for in (C) above to each and every submittal item per specification. Submittals not bearing this label will be returned for correction.
- E) The Contractor's review is to assist the Subcontractor/Supplier, and in no way relieves them from any of their obligations under their contract with the Contractor. No waiver of responsibility for taking field measurements is warranted by this review, nor does the Contractor take or guarantee such measurements for Subcontractors/Suppliers. No time extension shall be granted due to the Subcontractors/Suppliers refusal or failure to meet the above requirements.
- F) A third submittal for any item that has already been submitted and corrected twice, that is not the direct result of a change in the contract documents, will result in back-charges for the Architect's and Contractor's time.
- G) Subcontractor/Supplier shall allow a minimum of 30 calendar days from date of receipt by Contractor for review and return of any submitted item for approval. "Large submittals" or submittals received later than scheduled may require additional review time.

3. Project Manager- Direct Correspondence

The Contractor's interest will be represented at the Project Site by a Project Manager. All job related correspondence generated including, but not limited to bills, invoices, statements, routine correspondence and written inquiries by the Subcontractor/Supplier should be directed to the Contractor as in 2 (A) above. Any agreements, changes, extras, etc resulting from the Subcontractor/Supplier direct dealing with other consultants or the Owner will not be recognized or paid by the Contractor.

4. Field Offices / Storage / Deliveries / Parking

A limited number of Subcontractor's/Supplier's field offices or storage space can be accommodated at the Project Site. Before any occupancy of such space is scheduled, you must receive the specific approval and location assignment from the Contractor's Project Manager. If granted, storage space should be kept clean, neat and presentable. No area can be set aside for continuous storage space. Any field offices, storage space, or materials stored on site must be removed or relocated at the Subcontractor's/Supplier's cost when requested by the Contractor's Project Superintendent. Protection and security of any materials or equipment stored at the site is the responsibility of the Subcontractor/Supplier. Contractor's Field Office telephones, fax machines, copy machines, and document copiers are not available to Subcontractors except in emergency situations.

Prior to accessing the jobsite, the Project Superintendent must be contacted for access routes and restrictions. Material deliveries are to be scheduled with the Contractor's Project Superintendent with 5 business days advanced notice. Deliveries must be to the designated jobsite delivery entrance/staging area.

Subcontractor/Supplier is responsible for flagmen and traffic control as required for access and deliveries. To ensure the safety of the motoring public, pedestrian traffic and other trades, Subcontractor/Supplier is to maintain existing perimeter fencing, safety fencing, erosion control devices, jersey barriers, etc. on a daily basis as it pertains to the Subcontractor's/Suppliers scope of work. Subcontractor's/Supplier's vehicles (including but not limited to work trucks, delivery vehicles, and personal vehicles) must be free of mud or debris prior to leaving the jobsite. Any expenses or fines incurred due to tracking mud or debris outside the project site will be charged to the responsible Subcontractor/Supplier.

There are no parking spaces available on site. Subcontractor/Supplier parking, if available, must be coordinated with the Project Superintendent. Vehicles parked in areas of active or planned work operations will be towed at the vehicle owner's expense. Security of vehicles at parking locations (if available) is the responsibility of the subcontractor/supplier.

5. Utilities

The Subcontractor/Supplier shall be responsible for providing all necessary facilities as needed to accommodate the installation for their work. The availability of the temporary utilities on the jobsite is as follows:

Temporary power will not be available on site.
Portable restrooms will be available on site.
Drinking water will not be available on site.
Sewer will not be available on site.
Water will not be available on site.
Telephone will not be available on site.

If available, cost for hook-up and usage of any utilities (electrical power, telephone, etc.) to Subcontractor's/Supplier's field operations will be at Subcontractor's/Supplier's own expense. Under no circumstance will electrical welding equipment be permitted for use on the temporary electrical system. If provided, temporary lighting by the Contractor will be the minimum required to meet OSHA standards. Any additional task lighting required for the Subcontractor's/Supplier's work is the responsibility of the Subcontractor/Supplier.

6. Conduct of Employees

The Contractor's Project Management reserves the right to bar access to the site to any worker or employee who carries on in such a way as to inhibit the safe and timely progress of the construction operation. Specifically enforced will be prohibitions which bar the use of alcohol and / or drugs on the jobsite before, during and after working hours.

Absolutely no visitors are permitted on site. Personnel meeting someone for lunch or being picked up / dropped off must do so offsite.

Weapons of any type will not be permitted or tolerated.

Any Subcontractor/Supplier employee that does not use sufficient caution when working around finished areas of the project will be required to leave the project site. Subcontractor/Supplier shall be responsible for repair of any damage caused.

Any Subcontractor/Supplier employee that does not use proper washroom facilities will be required to leave the project site. Subcontractor/Supplier shall be responsible for the cost of any clean-up or damage caused.

Loud radios and music players are not allowed to be used on the project site. Wearing of earphones or headphones is not allowed.

Normal work hours are Monday thru Friday from 7:00 a.m. to 3:30 p.m., Saturday as needed, and Sunday as needed, national holidays excluded. These hours are subject to change as required by the project schedule.

Smoking is not allowed at or near the worksite.

7. Safety

Contractor will require each Subcontractor/Supplier to conduct regular "Tool-Box" meetings with the field employees at not more than weekly intervals. Employees who flagrantly disregard safety practices will be barred from the project site. **ANSI APPROVED HARD HAT, SAFETY GLASSES, HIGH-VISIBILITY VEST (SHIRT OR JACKET), AND GLOVES WILL BE WORN AT ALL TIMES BY ALL PERSONNEL WHILE INSIDE THE CONSTRUCTION AREA!** Gloves shall have a minimum rating of ANSI Cut level 4 (A4) unless an accepted noted exception has been written into the work plan due to greater hazard. Personal protective equipment is to be supplied by each Subcontractor/Supplier to their employees. For tasks involving flying particles which endanger eyes and face, employees shall be required to wear approved-type face shield in addition to safety glasses. All safety equipment required in work performance shall be furnished to their employees by the Subcontractor/Supplier. **Each work crew shall be provided with a charged 10 lb. fire extinguisher by the Subcontractor/Supplier.** When or if an injury, incident or near miss occurs, the Subcontractor/Supplier, including lower tier subcontractors/suppliers must notify Contractor immediately and furnish to Contractor an Incident Report within 24 hours of the occurrence.

Subcontractor is to submit its Site Specific Safety Program to Contractor prior to beginning work on site. The Subcontractor/Supplier shall have a formal written Hazard Communication Program including all SDS documents and shall submit to Contractor.

All electric equipment used at the site must meet OSHA and NEC specifications. All electrical equipment being used on 110 - 120 volt circuits shall be ground-fault protected.

8. Job Progress Meeting

Job Progress Meetings will be conducted at the Jobsite Trailer. The frequency of meetings will be As Coordinated by Contractor (subj to change). It is expected that all Subcontractors/Suppliers who either have active work underway, or are preparing to commence work at the site, will be in attendance. Failure to attend requested job progress meeting(s) may cause the Subcontractor/Supplier, at the Contractor's option, to be liable for other's expenses resulting from Subcontractor's/Supplier's failure to follow agreements made in the meeting. Subcontractors/Suppliers will be held responsible for the content of the meetings regardless of their attendance. Minutes may, at the Contractor's option, be kept and issued by the Contractor's Project Manager. Exceptions to items summarized in the Meeting Minutes must be filed in writing within 3 calendar days unless noted otherwise, from the date of receipt.

9. As-Built Drawings, Operation Manuals, Warranties, Spare Parts, Attic Stock, Etc.

Each Subcontractor will maintain at the Project site a current set of Contract Documents updated to reflect as-built deviations from shown locations, dimensions, or details. Instruction Manuals and/or parts lists are to be furnished as and when described in the specifications. Release of progress payments to the Subcontractor will be predicated on the satisfaction of the Contractor's Superintendent that as-builts are being updated as construction progresses. Final payment will not be made to the Subcontractor/Supplier until all project close-out documents (formal as-built drawings, O&M manuals, warranties, spare parts, attic stock, etc. of the quantity and/or duration as required by the Contract Documents) are delivered to the address in 2 (A) above and approved by the Contractor, the Architect/Engineer and the Owner.

10. Clean-Up

Subcontractors/Suppliers are required on a daily basis to maintain high standards of neatness within their areas of work responsibility and on public streets adjacent to the jobsite. The labor necessary to collect, shovel, sweep and dispose of job generated debris is the responsibility of the Subcontractor/Supplier. If unclean conditions persist following appropriate notice thereof, the Contractor will effect such cleaning with its own forces and back-charge the cost, including 15% overhead, against the offending Subcontractor(s)/Supplier(s). This will only occur when, 24 hours after written or verbal notice, the Subcontractor/Supplier fails to cure the unclean condition. Only one notice per area or floor rather than a daily notice is required. **This provision will be strictly enforced by the Contractor's Management.**

11. Project Schedule

Subcontractor/Supplier shall perform work per the Contractor's CPM schedule. Contractor shall strictly monitor the progress of the Project via Critical Path Method (CPM). The cooperation of each Subcontractor/Supplier will be required in assisting with maintenance of the schedule and conformance with scheduled target dates. The updated CPM will serve as the agenda for each Job Progress Meeting. The schedule is a guideline and may be modified periodically for the benefit of the project.

If required by Contractor, the Subcontractor/Supplier shall accelerate work or perform reasonable out-of-sequence work to permit coordination of with trades. It is understood that scheduling may require temporary omissions of Subcontractor/Supplier work at locations determined by Contractor. All patching, repairs, fill-in, and "comeback" as related to the proper completion of Subcontractor/Supplier work shall be completed at the direction of Contractor and will be included as part of this contract.

In order to meet schedule objectives due to normal conditions and/or non-performance of the Subcontractor/Supplier, Subcontractor/Supplier will be expected to perform premium time or multiple shift work with no increase in Contract Price. Premium time and multiple shift work are likewise expected for final tie-ins and system adjustments.

The Subcontractor/Supplier will furnish a detailed procurement and work activity schedule to Contractor within 2 weeks of award. The required schedule information shall include, but is not limited to, the following:

1) Detailed listing of all major material and equipment submittal packages. Submittal List shall include target submittal dates and lead times (in weeks) for fabrication, manufacture, and delivery of each item, after

approval.

- 2) Detailed breakdown of each work activity with duration in work days, including crew size for each activity indicated.
- 3) Projected monthly manpower and project monthly billing.
- 4) Additional information required by the Prime Contract.

12. Subcontractor Daily Reports

Subcontractor's field representative shall furnish, daily, to the Contractor's Project Manager a copy of their Daily Log Report. Pertinent information to be furnished shall include: Daily manpower strengths by trade and classification, tasks accomplished, equipment on site, and an informal annotation as to anticipated short range unusual requirements or peculiar conflicts. Internal corporate data may be stricken or omitted. Monthly Pay Requests will not be processed unless and until the Subcontractor's Daily Log Reports are furnished to the Contractor in completed form on a timely basis.

13. Extra and / or additional work

Subcontractors/Suppliers are referred to Article 4 - Changes, Claims and Delays in The Exhibit A - Terms and Conditions for contractual clarifications on extras and/or cost impacts. The Project Manager and Superintendent will represent the Contractor's interests and will have the only authority to obligate the Contractor to onsite decisions. The Contractor's Project Manager is the only individual who can obligate the Contractor to financial decisions. The Contractor's Superintendent will only sign for verification of work performed.

Payment for any extra work will not occur until all costs have been finalized, an appropriate change order has been prepared / executed, and the extra work has been properly invoiced in the monthly pay process. Partial payments will not occur on any extra work unless previously agreed prior to the start of extra work. For extra work billed to the Owner (by Contractor on behalf of Subcontractor/Supplier), payments will be per the terms of the contract with the owner and mark-ups are to be equal to those specified in the Contract Documents. For work billed to the Contractor (and not billed to Owner by Contractor on behalf of Subcontractor/Supplier), a maximum of 10% overhead and profit will be allowed for extra work performed by your own forces. A maximum of 10% overhead and profit will be allowed for extra work performed by your subcontractor/supplier. No mark-up will be allowed on third tiered subcontractors/suppliers.

Unit prices will be utilized when appropriate and will be for additive or deductive work (with no adjustment for overhead and profit if deductive). The utilization of unit prices will be decided by the Contractor and not by the Subcontractor. For other changes, Subcontractor shall provide itemized lump sum pricing with backup found acceptable by Contractor. For conditions where work must proceed prior to finalization of the lump sum, Contractor may request that work proceed on a time and material basis with daily tickets signed by the Contractor Superintendent. The daily tickets shall only reflect the amount of material and/or labor utilized for the work. Rates for material and/or labor can only be approved by the Contractor's Project Manager.

14. Permits / Licenses / Inspections

Subcontractor shall be responsible for obtaining all permits necessary to perform its work. If multiple permits are required due to the different municipalities within which this project is contained, the Subcontractor will be required to obtain permits from each municipality.

Subcontractors, who through their failure to secure or produce the necessary permits and licenses as required by Article 6.5 in Exhibit A and cause stoppage to construction operations for any reason, shall be considered as improper interferer in the Contractor's right to prosecute the work in a timely fashion.

Subcontractor is responsible to coordinate and schedule all required inspections related to Subcontractor's work.

15. Coffee Breaks

No formal stoppage of work will occur for "Coffee Breaks". Subcontractors'/Suppliers' employees will be expected to clean-up and deposit in trash cans and dumpsters on the site, any rubbish or debris arising from jobsite consumption of food and beverages. See Item #10 for clean-up responsibilities. Food Service Vendors will not be allowed onsite, unless specifically authorized by the Contractor. If, in the opinion of the

Contractor's Project Manager, the Food Service Vendor causes undue disruption of the work or contributes to the accumulation of debris or trash in or near the Project Site, the food service may be terminated or suspended until such time as the violations are corrected to the satisfaction of the Contractor's Project Manager.

16. Hoisting

Unless otherwise agreed to in Exhibit B, the Subcontractor/Supplier is responsible for loading, unloading, rigging and placement of own materials / equipment. The Contractor will not provide any hoisting or unloading for the Subcontractor/Supplier unless otherwise stated. If the Contractor has unloading equipment available, its rental may be negotiated with the Project Manager.

Subcontractor/Supplier shall coordinate any necessary leave outs of walls, windows, doors, barrier wall, fence, etc for material access far enough in advance for the Contractor's review and approval. Subcontractor/Supplier shall pay for the removal and replacement required for access points after its final installation.

All Subcontractor/Supplier crane operators shall be qualified to operate the size and type of crane for the work to be performed. Effective January 1, 2011 each crane operator shall have a **valid certificate of competency** issued in accordance with or by an Accredited Certification entity for the type of crane to be used. The Subcontractor will provide verification that operators have received Certification. This requirement will apply only to contracts that have been agreed upon after September 1st, 2010. All rigging equipment must comply with all OSHA requirements and must be in proper working order with manufacturer's labels intact. Subcontractor/Supplier will submit for approval proposed scheme for the hoisting and conveying of all major equipment, including any required shop drawings, sketches, and load distribution diagrams.

17. Excavation and Utility Locates

Subcontractor/Supplier shall assure that utilities are not damaged by its excavation, trenching, augering, drilling, hoisting, or other operations. Subcontractor/Supplier shall contact the appropriate utility/utility locator service to inspect work area in order to locate/mark underground utilities in advance of the commencement of work. Subcontractor/Supplier shall preserve markings, or have locations marked again, so that equipment operators know where the utilities are located. Contractor will not be responsible for the procurement of any utility locates for any excavation performed by Subcontractor or any of its subcontractors. Utilities shall be exposed by hand digging first. Contractor will not be responsible for any damage, delay, or subsequent repair cost for any damage to an existing utility (whether located or not) that is cause by a Subcontractor/Supplier or one of its subcontractors/subsuppliers. Prior to any excavation a pre-excavation check list (attached and/or available upon request) must be completed and submitted to Contractor upon completion of the days excavation activities.

18. Labor

All Subcontractors/Suppliers shall be required to have a preconstruction conference with the applicable trades involved with their scope of work. This document shall be presented at this preconstruction conference to outline the Contractor's standard operating procedures. The Subcontractor/Supplier shall follow area practices on work assignments agreed to by the Contractor.

19. Precipitation

Each Subcontractor/Supplier will remove, if requested by the Contractor, snowfall or precipitation as required to perform their work. Subcontractors/Suppliers are not to remove snowfall or precipitation into the work area of another Subcontractors or Suppliers. Contractor will not be responsible for removing snowfall or precipitation for any Subcontractor/Supplier. Subcontractor/Supplier is responsible for dewatering due to rain or snow in order to continue their work and maintain the schedule. Dewatering effort must be sufficient to maintain schedule or Contractor may elect to supplement the process with its own forces and back-charge the Subcontractor/Supplier accordingly.

20. Water/Mold Policy

Subcontractor/Supplier shall abide to the Contractor's Water Response and Mold Prevention Program.

21. General Construction

Subcontractor shall provide all required cutting, patching, and coring as required for the installation of subcontractor's work, including X-ray inspection as necessary.

Subcontractor shall provide sleeves box-outs and / or necessary coring or cutting in order to complete their work. A UL listed fireproofing system material is required for all fire-rated wall and floor penetrations. Single firestopping manufacturer for entire project shall be chosen by the Contractor.

Subcontractor shall provide all field measurements as required for the proper completion of work and verify existing conditions prior to starting. Field measurements should be kept to a minimal reasonable amount so as to avoid any possible delays to fabrication and delivery of materials.

Subcontractor shall be responsible for coordination of any testing services required for Subcontractor's scope of work.

22. Protection of Work

Subcontractor/Supplier shall provide for the temporary protection of adjacent finishes during the entire operation, including, but not limited to transporting, on-site storing, installation, and final adjustment. Subcontractor/Supplier shall provide for the protection of installed finish products against moisture, mud, dust, etc. Subcontractor/Supplier is responsible for the repair or replacement of any damage to the completed work caused by their work.

If required by Contractor, and at no additional cost to the Contractor, all scaffolding, ladders and power lifts used inside of buildings are to have white non-skid tires once concrete floor slabs have been poured. Duct taping or tire wraps are not acceptable.

23. Escalation / Fuel Surcharge

Subcontractor/Supplier has included all necessary labor and material escalation costs for the entire duration of this project unless noted otherwise. No reimbursement will be made for any fuel surcharges unless noted otherwise.

24. Survey / Layout

Unless noted otherwise in Exhibit B, the Subcontractor/Supplier will be provided with a benchmark survey point for major axis/control lines, radii working points and elevation within reasonable proximity of the subcontractor's/Supplier's work. All further engineering layout required for the Subcontractor/Supplier to perform their work is the responsibility of the Subcontractor/Supplier to provide.

25. Miscellaneous Requirements

End of Exhibit E - Except Pre-excavation Checklist is attached hereafter and/or available upon request

Daily Pre-Excavation Planning Checklist

SECTION : A-B (Shaded Area) TO BE COMPLETED BY THE COMPETENT PERSON / SECTIONS : B-G TO BE COMPLETED BY FOREMAN / FIELD CREW

Project Name :		Company :					
Project Number :		Completed By :		Date:			
<i>Excavation: Shall be defined as any activity that creates a cavity below existing grade created by digging, scooping, cutting and stabbing.</i>							
<i>Important - You must attach utility plans to this document and review them with the crew before the excavation begins.</i>							
A	Has the appropriate underground locating service been notified of the planned Excavation (One Call, DOT, RR, MUNICIPALITY)	Contacted?	Date / Time	By Whom	Dig Number	One Call Contact #(s)	
		YES / NO			#1-		
		Expiration Date: / /	Renew Every	Calendar / Working Days-or-Marks Destroyed			
		YES / NO			#2-		
		Expiration Date: / /	Renew Every	Calendar / Working Days-or-Marks Destroyed			
B	Are any below listed utilities within the area of excavation?	Owner	Circle One	Are Marks Present?	Was potholing done in the tolerance zone? (10' both sides of mark or know utility in proposed excavation)		
	1. Electrical Power		YES / NO		YES / NO		
	2. Telephone Lines		YES / NO		YES / NO		
	3. Gas Lines		YES / NO		YES / NO		
	4. Cable Lines		YES / NO		YES / NO		
	5. Fiber-Optic		YES / NO		YES / NO		
	6. Sewer		YES / NO		YES / NO		
	7. Water		YES / NO		YES / NO		
	8. Utility-Other		YES / NO		YES / NO		
	9. Are overhead utility lines present near excavation?	Yes / No	Warning Sign Posted?	Yes / No	Minimum 10' clearance plus over 50 KV, add 0.4 inch for each 1 KV	Clearance / Protection:	
10. Is there any utility exposed that may need support?	Yes / No	How will utility be supported?					
C	1. Type of Excavation:		2. Location of Excavation:				
	3. Depth of excavation? _____ (excavations deeper than 5' require protective measures)			Protective Measure (Shoring / Sloping) - Protective shielding certification required on site.			
	4. What is the purpose of the excavation		Purpose:				
	5. Soil Classification (A - B - C)		How Determined:				
D	Have the drawings and field conditions been reviewed to identify conflicts with -	In Conflict?	Date	By Whom	Describe Protective Measures		
	1. Traffic - Vehicular	Yes / No					
	2. Traffic - Pedestrian	Yes / No					
	3. Existing Structures	Yes / No					
	4. Other Construction Activity In Area	Yes / No					
	5. Hazard(s) - Other	Yes / No					
E	Protective Shielding Designed By?	Sketch of Excavation: (Indicate Sloping / Shoring)					
	NOTE: All excavations 20' in depth or greater shall be designed by a registered professional engineer.						
F	NOTE: YOU MAY NOT START THE EXCAVATION if there are no marks for a utility that are shown on the plans, if there is evidence of an existing utility, and/or an unsafe condition exists that cannot be eliminated . If any of these conditions exist, CONTACT SITE SUPERVISOR.						
G	Who is the Competent Person for this excavation?		Name / Title:				

NOTE: This document must be filled out completely and attached to the plans that have been reviewed by the entire crew that will be digging. The back of this document must have the employees name and signature. By signing this document that employee has reviewed the plans and pre-excavation form and has a complete understanding of the area they will perform work. This document will be turned into management at the end of each shift. This document does not replace the required daily Task Hazard Analysis (THA). **SEE BACK OF PAGE FOR MORE INFORMATION**

EXHIBIT F

PROCEDURE FOR PROGRESS PAYMENTS

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center

Walsh Construction Company II, LLC Project No. 223026

These Procedures for Progress Payments, by execution of the Agreement between the Subcontractor/Supplier and Walsh Construction Company II, LLC, are incorporated into and made a part of that Agreement. The Subcontractor/Supplier agrees to be bound by the conditions for progress payments as set forth herein.

All payments will be distributed to each Subcontractor/Supplier in accordance with the Exhibits herein.

The Subcontractor shall provide monthly invoices. Invoices shall be inclusive of the following:

- Project Name (UKHC Cancer Treatment Center/Ambulatory Surgery Center) and Project Number (223026)
- Subcontract Number (223026TS0001)
- Subcontractor's Application for Payment per AIA Document G702 via Textura
- Subcontractor's Schedule of Values per AIA Document G703 via Textura

Pencil Draws: To be submitted to Contractor no later than the 20th of each month. All pay applications will project to the end of each month.

Original Draws: Upon acceptance of Pencil Draw by Owner, Architect, and/or Contractor, three (3) notarized sets with original signatures shall be submitted to Contractor for processing.

Contractor shall employ modifications to Pay Application Procedures to the extent they are mandated by Owner or to the extent they can be approved to simplify procedures for Subcontractor's/Supplier's benefit.

Prior to or in exchange for payment, Subcontractor/Supplier shall prepare and submit a partial (or final) Waiver and Release per Exhibit I. Waivers and Releases must be signed by an officer of the Subcontractor/Supplier. Other signatures must be accompanied by a Power of Attorney satisfactory to the Contractor's Project Manager

Subcontractors/Suppliers must, prior to first progress payment, supply a detailed list of all the anticipated second tier and third tier subcontractors and suppliers with estimated payment values. These forms must be included on all partial and final waivers. Separate partial and final waivers between the Subcontractor/Suppliers and their suppliers/subcontractors must be submitted to the Contractor.

EXHIBIT G

SUBCONTRACTOR/SELLER SAFETY REQUIREMENTS

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center

Walsh Construction Company II, LLC Project No. 223026

These safety requirements by execution of the Agreement between the Subcontractor/Seller and Contractor are incorporated into and made a part of that Agreement. The Subcontractor/Seller agrees to be bound by the conditions for jobsite safety as set forth herein.

All Subcontractors/Sellers must adhere to the following:

A. Laws and Regulations

All Federal, State, and Local Laws and Regulations shall be adhered to completely. These Laws and Regulations include but are not limited to those of OSHA 29 CFR 1926 and 1910 regulations and such state or local laws and regulations as applicable.

B. Subcontractor's/Seller's Site Specific Safety Program

Subcontractors/Sellers are required to have a formal written Health and Safety Program in effect, which shall be implemented, monitored and enforced by the Subcontractor/Seller on this project through frequent and regular inspections and interventions. Subcontractor/Seller is to provide a copy of their Site Specific Safety Program to Contractor prior to beginning work on site. However, failure to provide their Site Specific Safety Program shall not be construed as a waiver of this requirement.

C. Lower Tier Subcontractors and Suppliers

The Subcontractor/Seller is responsible for the adherence to all Health and Safety Regulations of all lower tier subcontractors and suppliers that they employ.

D. Subcontractor's/Seller's Supervision

Subcontractor/Seller is required to designate in writing, and have on the site whenever work is in progress, a qualified person with authority to monitor and enforce its Safety Program. This Representative shall be responsible to inspect the Subcontractor's/Seller's work areas on a frequent and regular basis as required by OSHA, the state or other authority having jurisdiction; and immediately implement corrective action to eliminate any unsafe conditions/acts observed or brought to their attention.

E. Crane Safety

The Subcontractor/Seller shall be responsible for providing scheduled crane arrival time, general crane information including type, size, owner, and anticipated lifts, a **minimum of 72 hours** prior to scheduled arrival date of any crane. Also, Critical Pick Plans are required prior to all critical lifts being performed.

Operator Requirements:

All Subcontractor/Seller crane operators (including operators hired on a short-term basis) shall be experienced, trained and qualified to operate the size and type of crane used. Subcontractors/Sellers shall ensure that any rental crane operator contracted by the Subcontractor/Seller shall meet the requirements of this section. Each operator shall have a valid **certificate of competency** issued in accordance with or by an Accredited Certification entity for the type of crane to be used. The Subcontractor/Seller will provide verification that operators have received Certification from an Accredited Certification entity.

Furthermore, the Subcontractor/Seller must provide documentation that the operator has passed a US DOT examination within the past 2 years, conducted by a physician that includes criteria specified by the ASME B30.5-2000 Standard. When required by manufacturer specifications and pursuant to OSHA incorporation of said requirement Pursuant to the requirements contained in the ASME 30.5 2000 standard and incorporated by OSHA, the state or other authority having jurisdiction and manufacturer specifications.

Subcontractor/Seller must provide a written evaluation for each operator documenting the operator's knowledge of equipment, skills and abilities for each crane they will operate while on the project.

F. Mobile Elevated Work Platforms (MEWPs) Safety

The Subcontractor/Seller shall be responsible to ensure that each aerial boom lift (Articulated Boom Lift) used by the Subcontractor/Seller will have appropriate primary or secondary guarding systems installed and activated at all times. These systems are designed as anti-crush protection and are installed by the manufacturer.

Operator Requirements:

All Operators, Riders, and Supervisors of Operators will have undergone full Operator training and possess appropriate level of practical competence enabling safe operation of associated Mobile Elevated Work Platform (MEWP) equipment. Operators, Riders, and Supervisors of Mobile Elevated Work Platform (MEWP) must possess a valid user's certification card (Including emergency rescue procedures). Copies of training or cards to be provided to Contractor.

A written Fall Protection Plan and Rescue Plan is required for all Mobile Elevated Work Platforms (MEWPs) operations. All employees shall be trained according to the written plans and familiar with the lower level controls and emergency lowering procedures.

G. Hazard Communication Program

Subcontractor/Seller shall have a formal written Hazard Communication Program in effect and shall provide Contractor with an inventory list of the Hazardous Materials that are brought onto the site. The Subcontractor's/Seller's Hazard Communication Program and SDS's are to be submitted to Contractor upon starting work on the site.

H. New Hire Orientation

Subcontractor/Seller shall conduct New Hire safety orientation training for all employees that are assigned to the project. Orientation shall include, but not be limited to, information regarding injury reporting, general safety, project regulations and information, use of PPE and information pertaining to the inherent hazards of their trade, anti-harassment training, etc. The Subcontractor/Seller will require the new employee to apply **sticker(s)** to their hard hat that would clearly show the **name of the company** and the **name of the employee**.

In addition, all Subcontractor/Seller employees will be required to attend Contractor's Site Specific Safety Orientation and receive hard hat sticker before beginning work or entering the construction area.

I. Alcohol/Drugs

Possession or use of alcoholic beverages and or illegal drugs, or being under the influence of either on the project site is strictly prohibited. Personnel found with either substance in their possession on the project will be removed from the project.

J. Injury Reporting:

When or if an injury, incident or near miss occurs, the Subcontractor/Seller, including lower tier subcontractors/sellers must notify Contractor immediately and furnish to Contractor an Incident Report within 24 hours of the occurrence. Incident report shall include general data (who, what, where, when, how), witness statement(s), photo(s), and action(s) to prevent future incidents.

K. Subcontractor/Seller is Responsible for the Following:

1. Plan and execute all work in a manner which complies with the stated objectives of their Company Health and Safety Program and Site Specific Safety Plan.
2. Cooperate fully with Contractor to promote safety on the project and a safe working environment for all employees.
3. Report all unsafe site conditions to Contractor for which the Subcontractor/Seller does not have the resources or is not responsible to implement corrective action.
4. Provide and enforce the proper use of personal protective equipment (PPE) as required by applicable laws, standards and site specific rules.
5. Maintain housekeeping in all areas of work on a daily basis. Debris shall be properly disposed of in a safe and efficient manner.
6. Material shall be properly stored so as not to be a potential hazard to others.
7. Provide fire protection for its own areas and Hot Work operations (burning and welding, etc.) as well as a fire watch when required for safe operation or by appropriate OSHA regulations.
8. Only authorized and properly trained employees shall operate forklifts, machinery, equipment, tools, and vehicles. All equipment shall be operated in accordance with manufacturer's specifications and all other applicable laws or standards. Copies of training or cards to be provided to Contractor for each operator.
9. Guardrails and floor opening covers will be maintained at all times. The

Subcontractor/Seller must inform the Contractor's superintendent whenever guardrail protection is to be removed. If a guardrail must be removed, it will be immediately replaced upon the completion of the work. All employees exposed to a fall potential while the guardrail is not in place must provide an acceptable fall protection system for their own employees. A warning system must be provided to cordon off the area while a fall hazard is present.

10. Subcontractors/Sellers who are required to dig as a component of their work must provide in their Site-Specific Safety Program an underground utility damage prevention plan that includes performing an underground utility location check prior to digging operations and follow applicable statutes relating to underground work and utility protection. If public utility locating service is unavailable, a 3rd party locating service must be used before performing digging operations.
11. Subcontractor/Seller is required to immediately notify Contractor of all its employees' on the job injuries, near miss incidents, or accidents and provide Contractor with copies of all investigation and state first report of injury forms.

L. Competent Person

The Subcontractor/Seller shall have a Competent Person on the project for operations that are required by OSHA Standards, the state or other authority having jurisdiction. For example, when excavation operations are in progress, a competent person must ensure that the OSHA Excavation Standards are adhered to.

M. Subcontractor/Seller Employee-Specific Safety Requirements

Subcontractors/Sellers must require all employees' assigned to their project to work safely and in accordance with the requirements of this exhibit and the regulations, standards, and laws incorporated herein. Contractor reserves the right to remove and bar any worker from this project for unsafe behavior or failure to follow the safe work practices. All workers must wear proper work attire and an ANSI approved hard hat, safety glasses, high-visibility vest (shirt or jacket), and gloves. Gloves shall have a minimum rating of ANSI Cut level 4 (A4) unless an accepted noted exception has been written into the work plan due to greater hazard.

N. Planning For Safety

Subcontractor/Seller will utilize a Job Hazard Analysis (JHA) or Activity Hazard Analysis (AHA) as part of the planning process prior to starting any major tasks. The JHA or AHA will, at a minimum, include each step of the task, the hazards associated with each step of the task, measures to address the risks and the responsible person to insure the risks are being addressed.

Subcontractor/Seller shall also utilize a daily Task Hazard Analysis (THA) to plan each days task prior to the beginning of work. Copies of all JHA or AHA plans shall be provided to the Contractor before beginning work. Copies of all THAs shall be provided to Contractor at the end of each shift.

O. Stretch and Flex

Subcontractor/Seller and its employees of any tier shall participate in the Contractor's daily Stretch and Flex program, as well as any additional corporate or project specific safety program requirements, as requested or required by Contractor.

P. Owner Safety Requirements

Per Contract Documents

End of Exhibit G

EXHIBIT H

PAYMENT and PERFORMANCE BOND FORMS

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

Attached is the required bond form, subject to change at the Contractor's / Buyer's option.

End of Exhibit H - except PAYMENT and PERFORMANCE BOND FORMS are attached hereafter and/or available upon request.

Walsh Construction Company II, LLC (Bond for 1st Tier)
Bond Number: _____

PERFORMANCE BOND ("Bond")

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR / SELLER WALSH CONSTRUCTION COMPANY II, LLC
Address _____

as Principal (the "Principal"), and

SURETY (or Sureties) _____
Address _____

as Surety or Co-Sureties (hereinafter collectively referred to as "the Surety"), and

Walsh Construction Company II, LLC, 929 W. Adams Street, Chicago, IL 60607, as Obligee (hereinafter "Obligee"),

WHEREAS, Principal has by written agreement dated October 07, 2024 entered into Subcontract or Purchase Order number 223026TS0001 ("Contract") with Obligee, in the amount of \$ US ("Contract Amount") pertaining to the UKHC Cancer Treatment Center/Ambulatory Surgery Center project ("Project") for the performance of the work as detailed in the Contract ("Contract Work"), which Contract, in its entirety is by reference expressly made a part hereof and incorporated herein. The amount, value, and penal sum of this Bond is

_____ DOLLARS (\$
_____) ("Penal Sum").

NOW THEREFORE, Surety and Principal are held and firmly bound unto Obligee for the payment of the Penal Sum, and agree to bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and as follows:

- If Principal well and truly performs all of the obligations, undertakings, covenants, terms, conditions, and agreements of the Contract within the time provided therein and any extensions thereof that may be granted by the Obligee, and well and truly performs all of the obligations, undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, and indemnifies and saves harmless Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees arising out of or related to any default by Principal under the Contract, which the Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.**
- The Surety agrees that no change, extension of time, alteration, addition, deletion, amendments or other modification of the terms of either the said Contract or the Prime Contract between Obligee and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans, and whether material, cardinal or otherwise, or in the manner, time or amount of payment as provided therein and whether or not made in the manner as therein provided, shall in any way relieve them of their obligations on this Bond, and that the Penal Sum of this Bond shall increase, but not decrease, directly with any Contract amendments issued or executed at any time, and whether issued or executed bilaterally or unilaterally, by

the Obligee to the Principal or Surety; and it does hereby waive notice of, and consents to, any such changes, extensions of time, alterations, additions, deletions, amendments, and other modifications.

3. Whenever Obligee has declared Principal to be **IN DEFAULT OF THE Contract**, the Surety shall, regardless of any bankruptcy, receivership, or similar proceedings involving the Principal, within fifteen (15) calendar days of its receipt of notice from Obligee that Principal is in default, respond in writing by choosing one of the following options, failure of which shall be a material breach of the Bond:
 - a. Complete the Contract Work itself, or through its agents or contractors, in accordance with the Contract terms and conditions in a manner acceptable to the Obligee; or
 - b. Obtain bids or offers from contractors with or without cooperation from the Obligee, which are acceptable to Obligee for completing the Contract in strict accordance with its terms and conditions, and upon determination by Obligee and the Surety jointly of the lowest responsible bidder or offeror, arrange for such a contract between such completion contractor and the Obligee, and which contract shall include new performance and payment bonds for such completion contractor in a form and from a surety as required by the Contract, and all of which must be completed prior to the expiration of the response period. Upon execution of such a contract between the completion contractor and the Obligee, the Surety shall pay to the Obligee, within five (5) days or less of execution, the difference between the cost to complete the Contract Work and the Balance of the Contract Amount; or
 - c. Tender to Obligee the Penal Sum of the Bond.
 - d. Having made an independent investigation, with or without cooperation from the Obligee, of the facts and circumstances of the alleged default, deny its liability in whole or in part and notify and explain to the Obligee the reasons why the Surety believes a default did not occur.
4. Surety may request an extension of up to fifty (50) calendar days in the time to respond as required by the Bond by financing performance of the Contract Work during the extension period on a schedule and in a manner acceptable to Obligee. Upon the expiration of the extension period, the Surety shall inform the Obligee as to the response option it has chosen, and the surety shall have no additional time past the extension period to complete its chosen response option.
5. Upon declaration that Principal is in default and whether before or after the Surety responds in writing, Obligee may immediately proceed to perform all or a portion of the Contract Work. Obligee's cost to perform Contract Work shall be credited against the Balance of the Contract Amount. To the extent the Obligee's cost to perform the Contract Work exceeds the Balance of the Contract Amount, Surety shall, as the Contract Work progresses, promptly and without deduction reimburse Obligee for such shortage. Reimbursement by Surety shall reduce the Penal Sum of this Bond by the amount of reimbursement to Obligee.
6. Upon the issuance of written notice by Surety to Obligee of its commitment to remedy the Principal's default through the option set forth in Paragraph 3a, Obligee shall make available to Surety as Contract Work progresses, the Balance of the Contract Amount in accordance with the terms of the Contract. The term "Balance of the Contract Amount" as used in this Bond, is the Contract Amount, as adjusted by any executed amendments to the Contract, less the amount paid by Obligee to Principal or others in accordance with the terms of the Contract, and less any other amounts for which Surety or Principal is liable under this Bond or Contract.
7. The Surety shall be liable for:
 - a. The responsibilities of the Principal for correction of defective work, warranty work, latent defects, indemnity, and completion of the Contract Work.
 - b. The responsibilities of the Principal for additional legal and design professional costs resulting or arising from the Principal's default, or resulting or arising from the actions or failure to act of the Surety under Paragraph 3 herein.
 - c. The responsibilities of the Principal for damages and set-offs in accordance with the Contract.

8. If the Surety elects to act under Section 3b, 3c, or 3d, the Surety's liability is limited to the amount of this Bond.
9. Neither Surety's payments made for work performed prior to the Surety's written response, nor Surety's payments to entities performing consulting, professional services, project management, supervision or other work which is not directly, physically, required to complete the Contract Work, nor Surety's payments made to Claimants as defined in the payment bond issued by the Surety as a companion payment bond to this Bond, shall be credited against the Penal Sum of this Bond.
10. Surety shall reimburse Obligee for Obligee's attorney, expert, consultant, and other fees and costs, associated with a claim on this Bond, which fees and costs shall not be credited against the Penal Sum.
11. It is understood that all information provided by the Obligee to the Surety, whether before or after the issuance of this Bond, is provided by the Obligee voluntarily as a matter of courtesy and is merely an expression of opinion, and that in furnishing such information, no guaranty or warranty of accuracy or correctness is made by the Obligee and no responsibility or liability is assumed by Obligee as a result of providing such information to the Surety, and Surety agrees that it has not, and will not, rely on such information in any manner and, in that regard, Surety waives and releases Obligee and Obligee's surety from any such claims.
12. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Obligee or the heirs, executors, administrators, assigns or successors of Obligee. Obligee's lawsuit or arbitration against the Surety may, at the Obligee's option, be consolidated with the Obligee's lawsuit or arbitration against the Principal.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____, 20_____.

(Impress Corporate Seal)

ATTEST:

(Name)

WALSH CONSTRUCTION COMPANY II, LLC

(Name of Principal)

By: _____
(Officer's Signature)

(Title)

(Impress Corporate Seal)

ATTEST:

(Name)

_____, **Surety**
(Name of Surety)

By: _____
(Attorney-in-Fact's Signature)

(Impress Corporate Seal)

ATTEST:

(Name)

_____, **Co-Surety**
(Name of Surety) (if applicable)

By: _____
(Attorney-in-Fact's Signature)

Walsh Construction Company II, LLC (Bond for 1st Tier)

Bond Number: _____

PAYMENT BOND ("Bond")

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR / SELLER

WALSH CONSTRUCTION COMPANY II, LLC

Address

—

—

as Principal (the "Principal"), and

SURETY (or Sureties)

Address

as Surety or Co-Sureties (hereinafter collectively referred to as "the Surety"), and

Walsh Construction Company II, LLC, 929 W. Adams Street, Chicago, IL 60607, as Obligee (hereinafter "Obligee"),

WHEREAS, Principal has by written agreement dated October 07, 2024 entered into Subcontract or Purchase Order number 223026TS0001 ("Contract") with Obligee, in the amount of \$ US ("Contract Amount") pertaining to the UKHC Cancer Treatment Center/Ambulatory Surgery Center project ("Project") for the performance of the work as detailed in the Contract ("Contract Work"), which Contract, in its entirety is by reference expressly made a part hereof and incorporated herein. The amount, value, and penal sum of this Bond is

_____ DOLLARS (\$
_____) ("Penal Sum").

NOW THEREFORE, Surety and Principal are held and firmly bound unto Obligee for the payment of the Penal Sum, and agree to bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and as follows:

1. **If Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.**
2. The Surety agrees that no change, extension of time, alteration, addition, deletion, amendments or other modification of the terms of either the said Contract or the Prime Contract between Obligee and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans, and whether material, cardinal, or otherwise, or in the manner, time or amount of payment as provided therein and whether or not made in the manner as therein provided, shall in any way relieve them of their obligations on this Bond, and that the Penal Sum of this Bond shall increase, but not decrease, directly with any Contract amendments issued or executed at any time, and whether issued or executed bilaterally or unilaterally, by the Obligee to the Principal or Surety; and it does hereby waive notice of, and consents to, any such changes, extensions of time, alterations, additions, deletions, amendments, and other modifications.
3. A Claimant is defined as one, supplying labor, material, or both, used or reasonably required for use in the performance or completion of the Contract, labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly

applicable to the Contract. Claimant is further defined as anyone possessing a right to file a lien on the Project arising out of the Principal's work or anyone hired, or which incurs expenses, to perform or complete the Principal's work after the Principal has been declared to be in default by the Obligee (collectively referred to herein as "Claimant").

4. The Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant, including the Obligee, may sue Surety on this Bond, in their own names, for the unpaid portion of labor, material, and other costs and expenses, used or reasonably required for use in the performance or completion of the Contract, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant or Obligee, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit. Surety shall not use its Principal's lack of receipt of payment from Obligee as a defense to Claimant's claim.
5. If Principal and Surety shall indemnify Obligee, Obligee's surety, and the Project's owner for any payments made by Obligee, Obligee's surety, and the Project's owner to any Claimant, or if Principal and Surety shall indemnify and defend Obligee, Obligee's surety, and the Project's owner, from claims made by any Claimant, whether due to a lien or payment bond claim, demand, pay request, invoice, suit, notice, or otherwise ("Claims"), including all legal expenses necessarily incurred by Obligee or its surety in connection with such payments or Claims, then this obligation shall be void, otherwise it shall remain in full force and effect. If both the Surety and the Obligee's surety are obligors with respect to the same underlying obligation, their relationship is that of subsuretyship; the Surety is the principal surety, and the Obligee's surety is the subsurety. Obligee's surety is an express third party beneficiary of these provisions.
6. The amount of this Bond shall be reduced by and to the extent of any payment or payments made by Surety to a Claimant in good faith hereunder.

IN WITNESS WHEREOF, the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____, 20_____.

(Impress Corporate Seal)

ATTEST:

(Name)

WALSH CONSTRUCTION COMPANY II, LLC

(Name of Principal)

By: _____
(Officer's Signature)

(Title)

(Impress Corporate Seal)

ATTEST:

(Name)

_____, **Surety**
(Name of Surety)

By: _____
(Attorney-in-Fact's Signature)

(Impress Corporate Seal)

ATTEST:

(Name)

_____, **Co-Surety**
(Name of Surety) (if applicable)

By: _____
(Attorney-in-Fact's Signature)

IRREVOCABLE LETTER OF CREDIT

(NAME OF ISSUING INSTITUTION)

(ADDRESS OF ISSUING INSTITUTION)

(TELEPHONE NO. OF ISSUING INSTITUTION)

(TELEFAX NO. OF ISSUING INSTITUTION)

(SWIFT NO. OF ISSUING INSTITUTION)

DATE OF ISSUANCE: _____

BENEFICIARY: Walsh Construction Company II, LLC

APPLICANT: _____

ADDRESS: 929 W. Adams Street
Chicago, IL 60607

ADDRESS: _____

ATTN: CHIEF FINANCIAL OFFICER

ATTN: _____

STANDBY LETTER OF CREDIT NUMBER: _____

AMOUNT ("AMOUNT"): _____
(\$ _____) US

EXPIRATION DATE THE LATER OF: _____ OR 12
MONTHS FROM DATE OF ISSUANCE
PLACE OF EXPIRY: OUR COUNTERS

LADIES AND GENTLEMEN:

WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT NO. _____ ("CREDIT") IN YOUR OR YOUR SUCCESSORS FAVOR AS BENEFICIARY (REFERRED TO HEREIN AS "YOU" OR "YOUR") AND AUTHORIZE YOU TO DRAW ON US UP TO THE AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNT INDICATED ABOVE. THIS CREDIT IS ISSUED FROM, AND DEMANDS FOR PAYMENT ARE PRESENTABLE AND PAYABLE AT OUR OFFICE AT _____

ATTN: _____, OR BY FACSIMILE TRANSMISSION TO _____, IF MADE OR RECEIVED ON OR BEFORE THE CLOSE OF BUSINESS AT OUR OFFICE ON THE EXPIRATION DATE OR ANY EXTENSION OF THE EXPIRATION DATE WHICHEVER IS LATER. WE HEREBY UNDERTAKE TO ADVISE YOU OF ANY CHANGE IN OUR FAX NUMBER BY NEXT BUSINESS DAY NATIONALLY RECOGNIZED COURIER NOT LATER THAN FIVE (5) DAYS PRIOR TO THE CHANGE OF SAID FAX NUMBER WITH ANY DELIVERY TO YOU REQUIRING A SIGNATURE EVIDENCING RECEIPT.

WE HEREBY AGREE TO HONOR WITHIN TWO (2) BUSINESS DAYS OF OUR RECEIPT, IF RECEIVED BEFORE NOON _____ TIME, OR WITHIN THREE (3) BUSINESS DAYS IF RECEIVED AFTER NOON _____ TIME, EACH OF YOUR DEMANDS FOR PAYMENT IN THE FORM OF EXHIBIT A HERETO COMPLETED AND EXECUTED BY AN AUTHORIZED OFFICER OF YOURS IF PRESENTED AT OUR OFFICE OR FAX NUMBER SPECIFIED IN THE PRECEDING PARAGRAPH ON OR BEFORE THE CLOSE OF BUSINESS ON THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE. THE ATTACHED EXHIBIT A SHALL REFER TO THIS CREDIT.

PARTIAL DRAW(S) ARE ACCEPTABLE.

IT IS A CONDITION OF THIS CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT

AMENDMENT FOR SUCCESSIVE ONE (1) YEAR PERIODS FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS THIS CREDIT IS RELEASED BY YOU IN WRITING OR OTHERWISE DRAWN UPON BY YOU IN ITS ENTIRETY.

THIS CREDIT IS SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 590), AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF ILLINOIS SHALL CONTROL.

EXCEPT AS PROVIDED HEREIN, THIS CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENTS OR AGREEMENTS REFERRED TO HEREIN. ALL PAYMENTS MADE BY US HEREUNDER SHALL BE MADE FROM OUR OWN FUNDS BUT IN NO EVENT SHALL SUCH PAYMENT BE MADE WITH FUNDS OBTAINED FROM THE APPLICANT.

[_____]
(NAME OF ISSUING INSTITUTION),

BY: _____

EXHIBIT A

DEMAND FOR PAYMENT UNDER LETTER OF CREDIT

DATE: _____

NAME AND ADDRESS OF ISSUING BANK: _____

FAX NUMBER: _____

RE: YOUR LETTER OF CREDIT NO. _____, DATED _____,
ISSUED TO **Walsh Construction Company II, LLC** (THE "LETTER OF CREDIT")

THE UNDERSIGNED HEREBY MAKES DEMAND FOR PAYMENT IN THE AMOUNT OF \$ _____ US
UNDER THE LETTER OF CREDIT AND IN SUPPORT THEREOF STATES AS FOLLOWS:

1. THE UNDERSIGNED IS AN AUTHORIZED OFFICER OF THE BENEFICIARY.
2. BENEFICIARY IS AUTHORIZED TO MAKE THIS DEMAND UNDER THE LETTER OF CREDIT.
3. PAYMENT OF THIS DEMAND SHOULD BE MADE BY YOU BY WIRE TRANSFER TO THE FOLLOWING ACCOUNT:

NAME OF ACCOUNT: _____

ACCOUNT NUMBER: _____

BANK: _____

ABA ROUTING NO.: _____

BANK ADDRESS: _____

BANK CONTACT: _____

TELEPHONE: _____

Walsh Construction Company II, LLC

BY: _____

ITS: _____

DATE: _____

EXHIBIT I

PARTIAL and FINAL WAIVER and RELEASE FORMS

Walsh Construction Company II, LLC

Contractor for: UNIVERSITY OF KENTUCKY

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

As stated in Article 3.10 - Waivers and Affidavits, in Exhibit A, attached are representative samples of the project specific waivers and affidavits required for this Project, subject to change at the Contractors option.

End of Exhibit I - except representative sample PARTIAL and FINAL WAIVER and RELEASE FORMS required for this Project are attached hereafter and/or available upon request

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT
CONDITIONAL Walsh Construction Company II, LLC

STATE OF _____
 COUNTY OF _____

(use for all tiers)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by _____ ("Contractor") to furnish and install _____ for the project known as UKHC Cancer Treatment Center/Ambulatory Surgery Center

("Project")

of which **UNIVERSITY OF KENTUCKY** is the owner ("Owner")

and on which **Walsh Construction Company II, LLC** is a contractor (herein referred to as the "Prime Contractor").

Upon receipt by the Undersigned of a check in the sum of _____ (\$ _____) Dollars, payable to the Undersigned and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Undersigned, for and in consideration of such sum and other good and valuable considerations, do(es) for itself, its heirs, executors, and administrators, hereby waive and release **the Prime Contractor, the Prime Contractor's surety, the Contractor, the Contractor's surety, the Owner,** and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, and directors, from any and all demands, causes of action and claims for payment, whether known or unknown, including claims under the laws of the municipality, State or Federal Government relating to Payment Bonds and Prompt Payment, the Miller Act, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal or State laws, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date signed below, including Extras as defined below unless specifically reserved within this waiver and release, regardless of the amount of money actually received through that date by the Undersigned.

Extras are defined to include, but are not limited to, paid or unpaid changes, both oral and written, to the Undersigned's contract with the Contractor, and Claims, disputes, and additional work, as defined or discussed in the Undersigned's contract with the Contractor ("Extras"). Undersigned acknowledges that, prior to executing this waiver and release, it has assessed the potential impact of the broad scope of this waiver and release on its ability to recover additional compensation in connection with its Extras, and agrees that this waiver and release will apply to all Extras as of the date signed by the Undersigned, regardless of the accuracy of the Undersigned's assessment of the potential impact to the Undersigned. The Undersigned certifies that it has carefully read and understands this document, including but not limited to the Undersigned's waiving and releasing of Extras, and the Undersigned expressly acknowledges and agrees that the Contractor is relying on the Undersigned's certification in exchange for payment to the Undersigned. A party's failure, in the past or otherwise, to enforce the Undersigned's waiver and release of Extras contained within this document, shall not be construed as a waiver or relinquishment of the party's right to enforce such waiver and release at any time against the Undersigned, and upon demand the Undersigned shall immediately return such payment for waived Extras to the Contractor.

All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

* * * * *

The Undersigned certifies and warrants that:(1) it has received payment of \$ _____ prior to this payment; (2) that all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases; (3) that the following are the names of all parties who have furnished or will furnish material, equipment, services, or labor for the Undersigned's work and all parties having contracts or subcontracts for specific portions of the Undersigned's work or for material entering into the construction thereof and the amount due or to become due each, and that the amounts listed below include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless,

the Prime Contractor, the Prime Contractor's surety, and the Owner

from any and all claims or demands for payment made by the Undersigned's suppliers or subcontractors pertaining to the Project, whether or not listed below. The Undersigned agrees that no information it provides below will be used to challenge or rebut the validity or enforcement of the Undersigned's waiver and release contained herein and the Undersigned waives its right to use the information provided below in such a manner. The Undersigned understands and agrees that the Contractor has relied upon the Undersigned's waiver and release of its Extras contained herein in exchange for payment to the Undersigned. The Undersigned agrees to promptly pay the companies the amounts listed below, or promptly return the funds to the Contractor.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID PREVIOUSLY	THIS PAYMENT	BALANCE DUE
TOTAL LABOR, EQUIPMENT, SERVICES, AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: _____

Name of Company: _____
(Undersigned)

Signature: _____

Printed Name: _____

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

Title of Person Signing: _____

Notary Signature and Seal: _____

FINAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT CONDITIONAL Walsh Construction Company II, LLC

STATE OF _____
 COUNTY OF _____

(use for all tiers)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by _____ ("Contractor") to furnish and install _____ for the project known as UKHC Cancer Treatment Center/Ambulatory Surgery Center

("Project")

of which **UNIVERSITY OF KENTUCKY** is the owner ("Owner")

and on which **Walsh Construction Company II, LLC** is a contractor (herein referred to as the "Prime Contractor").

Upon receipt by the Undersigned of a check in the sum of _____ (\$ _____) Dollars, payable to the Undersigned and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Undersigned, for and in consideration of such sum and other good and valuable considerations, do(es) for itself, its heirs, executors, and administrators, hereby waive and release **the Prime Contractor, the Prime Contractor's surety, the Contractor, the Contractor's surety, the Owner,** and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, and directors, from any and all demands, causes of action and claims for payment, whether known or unknown, including claims under the laws of the municipality, State or Federal Government relating to Payment Bonds and Prompt Payment, the Miller Act, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal or State laws, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time or any time hereafter, including Extras as defined below unless specifically reserved within this waiver and release, regardless of the amount of money actually received through that date by the Undersigned.

Extras are defined to include, but are not limited to, paid or unpaid changes, both oral and written, to the Undersigned's contract with the Contractor, and Claims, disputes, and additional work, as defined or discussed in the Undersigned's contract with the Contractor ("Extras"). Undersigned acknowledges that, prior to executing this waiver and release, it has assessed the potential impact of the broad scope of this waiver and release on its ability to recover additional compensation in connection with its Extras, and agrees that this waiver and release will apply to all Extras as of the date signed by the Undersigned, regardless of the accuracy of the Undersigned's assessment of the potential impact to the Undersigned. The Undersigned certifies that it has carefully read and understands this document, including but not limited to the Undersigned's waiving and releasing of Extras, and the Undersigned expressly acknowledges and agrees that the Contractor is relying on the Undersigned's certification in exchange for payment to the Undersigned. A party's failure, in the past or otherwise, to enforce the Undersigned's waiver and release of Extras contained within this document, shall not be construed as a waiver or relinquishment of the party's right to enforce such waiver and release at any time against the Undersigned, and upon demand the Undersigned shall immediately return such payment for waived Extras to the Contractor.

All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

* * * * *

The Undersigned certifies and warrants that:(1) it has received payment of \$ _____ prior to this payment; (2) that all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases; (3) that the following are the names of all parties who have furnished or will furnish material, equipment, services, or labor for the Undersigned's work and all parties having contracts or subcontracts for specific portions of the Undersigned's work or for material entering into the construction thereof and the amount due or to become due each, and that the amounts listed below include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless,

the Prime Contractor, the Prime Contractor's surety, and the Owner

from any and all claims or demands for payment made by the Undersigned's suppliers or subcontractors pertaining to the Project, whether or not listed below. The Undersigned agrees that no information it provides below will be used to challenge or rebut the validity or enforcement of the Undersigned's waiver and release contained herein and the Undersigned waives its right to use the information provided below in such a manner. The Undersigned understands and agrees that the Contractor has relied upon the Undersigned's waiver and release of its Extras contained herein in exchange for payment to the Undersigned. The Undersigned agrees to promptly pay the companies the amounts listed below, or promptly return the funds to the Contractor.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID PREVIOUSLY	THIS PAYMENT	BALANCE DUE
TOTAL LABOR, EQUIPMENT, SERVICES, AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: _____

Name of Company: _____
(Undersigned)

Signature: _____

Printed Name: _____

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

Title of Person Signing: _____

Notary Signature and Seal: _____

PARTIAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT
UNCONDITIONAL Walsh Construction Company II, LLC

STATE OF _____
 COUNTY OF _____

(use for all tiers)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by _____ ("Contractor") to furnish and install _____ for the project known as UKHC Cancer Treatment Center/Ambulatory Surgery Center

("Project")

of which **UNIVERSITY OF KENTUCKY** is the owner ("Owner")

and on which **Walsh Construction Company II, LLC** is a contractor (herein referred to as the "Prime Contractor").

The Undersigned, for and in consideration of _____ (\$ _____) Dollars, and in consideration of such sum and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) for itself, its heirs, executors, and administrators, hereby waive and release

the Prime Contractor, the Prime Contractor's surety, the Contractor, the Contractor's surety, the Owner,

and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, and directors, from any and all demands, causes of action and claims for payment, whether known or unknown, including claims under the laws of the municipality, State or Federal Government relating to Payment Bonds and Prompt Payment, the Miller Act, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal or State laws, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time through the date signed below, including Extras as defined below unless specifically reserved within this waiver and release, regardless of the amount of money actually received through that date by the Undersigned.

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All waivers and releases must be for the full amount paid. If waiver and release is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver and release should be set forth: if waiver and release is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

* * * * *

The Undersigned certifies and warrants that:(1) it has received payment of \$ _____ prior to this payment; (2) that all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases; (3) that the following are the names of all parties who have furnished or will furnish material, equipment, services, or labor for the Undersigned's work and all parties having contracts or subcontracts for specific portions of the Undersigned's work or for material entering into the construction thereof and the amount due or to become due each, and that the amounts listed below include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless,

the Prime Contractor, the Prime Contractor's surety, and the Owner

from any and all claims or demands for payment made by the Undersigned's suppliers or subcontractors pertaining to the Project, whether or not listed below. The Undersigned agrees that no information it provides below will be used to challenge or rebut the validity or enforcement of the Undersigned's waiver and release contained herein and the Undersigned waives its right to use the information provided below in such a manner. The Undersigned understands and agrees that the Contractor has relied upon the Undersigned's waiver and release of its Extras contained herein in exchange for payment to the Undersigned. The Undersigned agrees to promptly pay the companies the amounts listed below, or promptly return the funds to the Contractor.

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TOTAL LABOR, EQUIPMENT, SERVICES, AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: _____

Name of Company: _____
(Undersigned)

Signature: _____

Printed Name: _____

Subscribed and sworn before me this _____ day of _____, 20_____

Title of Person Signing: _____

Notary Signature and Seal: _____

FINAL WAIVER AND RELEASE OF CLAIMS FOR PAYMENT UNCONDITIONAL Walsh Construction Company II, LLC

STATE OF _____
COUNTY OF _____

(use for all tiers)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned ("Undersigned") has been employed by _____ ("Contractor") to furnish and install _____ for the project known as **UKHC Cancer Treatment Center/Ambulatory Surgery Center**

("Project")

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and on which **Walsh Construction Company II, LLC** is a contractor (herein referred to as the "Prime Contractor").

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the Prime Contractor, the Prime Contractor's surety, the Contractor, the Contractor's surety, the Owner,

and each of their insurers, parents, subsidiaries, related entities, affiliates, members, past and present officers, and directors, from any and all demands, causes of action and claims for payment, whether known or unknown, including claims under the laws of the municipality, State or Federal Government relating to Payment Bonds and Prompt Payment, the Miller Act, or Bonds relating to the Project, and in addition all lien, or claim of, or right to, lien, under municipal or State laws, relating to Mechanics' Liens, with respect to and on said above-described Project, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, equipment, apparatus or machinery furnished by the Undersigned, on the above-described Project from the beginning of time or any time hereafter, including Extras as defined below unless specifically reserved within this waiver and release, regardless of the amount of money actually received through that date by the Undersigned.

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* * * * *

The Undersigned certifies and warrants that:(1) it has received payment of \$ _____ prior to this payment; (2) that all waivers and releases are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers or releases; (3) that the following are the names of all parties who have furnished or will furnish material, equipment, services, or labor for the Undersigned's work and all parties having contracts or subcontracts for specific portions of the Undersigned's work or for material entering into the construction thereof and the amount due or to become due each, and that the amounts listed below include all labor, equipment, services, and material required to complete said work according to plans and specifications. The Undersigned agrees to indemnify, defend, and hold harmless,

the Prime Contractor, the Prime Contractor's surety, and the Owner

from any and all claims or demands for payment made by the Undersigned's suppliers or subcontractors pertaining to the Project, whether or not listed below. The Undersigned agrees that no information it provides below will be used to challenge or rebut the validity or enforcement of the Undersigned's waiver and release contained herein and the Undersigned waives its right to use the information provided below in such a manner. The Undersigned understands and agrees that the Contractor has relied upon the Undersigned's waiver and release of its Extras contained herein in exchange for payment to the Undersigned. The Undersigned agrees to promptly pay the companies the amounts listed below, or promptly return the funds to the Contractor.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID PREVIOUSLY	THIS PAYMENT	BALANCE DUE
TOTAL LABOR, EQUIPMENT, SERVICES, AND MATERIAL TO COMPLETE					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date: _____

Name of Company: _____
(Undersigned)

Signature: _____

Printed Name: _____

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

Title of Person Signing: _____

Notary Signature and Seal: _____

EXHIBIT J

BUILDING INFORMATION MODELING Walsh Construction Company II, LLC Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
UKHC Cancer Treatment Center/Ambulatory Surgery Center Project No. 223026

1. Introduction

1.1 Introduction. The Contractor's 3D Modeling and Building Information Modeling process aims to improve construction delivery by enhancing quality and creating efficiencies. Building Information Modeling uses information rich 3D models, sometimes linked to the activity schedule, submittal data, cost estimates, field layout, and commissioning data to build the project digitally, in order to simulate and optimize the construction process and deliver digital as-built and close-out information.

1.2 Coordination. Subcontractors on this project will participate in the coordination process using 3D modeling, in addition to the conventional 2D drawing based process. The coordination will be a collaborative process in which the Subcontractors coordinate their work both individually and collectively. This 3D process, utilizing Building Information Modeling (BIM), will help develop a solid understanding of this project, and help track and resolve potential conflicts digitally when they are easier to correct. This will, in turn, allow for a more coordinated, efficient, and predictable construction process, and reduce risks for all of the project participants throughout the process.

2. Purpose and Scope of 3D Modeling and Building Information Modeling Process Requirements

2.1 Purpose and Responsibility. The purpose of the Subcontractor Requirements for 3D Modeling and Building Information Modeling is to track and resolve geospatial conflicts within and among the various models. Each Subcontractor shall retain responsibility for the creation of each and every element of their design and achieving a professional standard of care in said design.

3. Process Overview

3.1 Scope. Each Subcontractor shall develop their trade specific models by creating 3D models of their scope of work, based on the design documents. The Contractor and the Subcontractors will use the 3D models for coordination, communication, and construction planning.

3.2 Pre-Coordination Meeting. Subcontractor's 3D modeling technician, lead superintendent/foreman, and project manager assigned to Project are required to attend a pre-coordination 3D modeling meeting. For experience and approval requirements, please reference section 4.3.

3.3 Federated Model. The Contractor will integrate the Subcontractor specific models into a Federated Model per the coordination process as described herein. The Federated Model is the combined model file created from the integration of current Subcontractor specific model files. See section 6 for a more complete description of the Federated Model.

3.4 Coordination Review. The Contractor and Subcontractors will review the models submitted by the Subcontractors to determine constructability, including but not limited to, soft interferences, hard interferences, scheduling impact, design inaccuracies, and logistical efficiencies. This review is to assist the Subcontractors and in no way relieves the Subcontractors of any of their obligations under their contract with the Contractor. The Contractor does not guarantee the accuracy or reliability of the models submitted nor of the Federated Model and Construction Model, and in no way shall this review be considered a waiver of any contractual term or responsibility allocated to the Subcontractor.

3.5 Interference Reporting and Resolution. The Contractor and Subcontractors will report on any interferences or problems discovered in the review process at the coordination meetings. Subcontractors will propose solutions in writing to any interferences or problems discovered. Based on these coordination meetings, subcontractors will revise and re-submit their models in accordance as required by the project schedule and prior to the next coordination meeting. This process shall be repeated until the Contractor has confidence in the constructability of the coordinated design. Final approval to proceed to construction shall be granted by the Owner or designated approval authority for the project, and any action to proceed without formal approval in any area will be at the risk of the Subcontractor.

3.6 Resolving Conflicts. Each Subcontractor is responsible for resolving conflicts and fully coordinating their 3D models, including sequencing requirements associated with the Subcontractor's Work, with all applicable parties. Submitted models with extensive clashes will be returned to their author with notice that they are delaying the coordination process.

3.7 Clash Detection Reports. The Contractor will provide clash detection reports to assist the coordination process. Each Subcontractor is responsible for ongoing clash reports and coordination between other Subcontractors to resolve interferences in a timely matter.

3.8 Coordination Meetings and Design Corrections. Subcontractors are required to attend coordination meetings per the coordination schedule as determined by the Contractor. Subcontractors must resolve all identified conflicts and interferences that involve or otherwise affect their discipline or trade. Subcontractors must incorporate design corrections into the models in a timely manner as directed by the Contractor and must ensure that the revised models are delivered in a timely manner as directed by the Contractor. The Federated Model is to represent the current design at all times.

3.9 Sign-Off. Upon completion of coordination for each area, each model area will be signed-off by the Subcontractors, ensuring that each model area has been coordinated to resolve or approve all interferences and confirm constructability is possible with the Contractor. Subcontractors will provide a layout drawing for each model area sign off per section eight. All sign-off drawings become a part of the Construction Model. The Construction Model is to be considered the basis of construction. The Subcontractor shall notify and quantify for the Contractor, in writing, within one (1) week of signing-off on an area, if the signed-off design for the area has increased its cost or time to perform its work. Subcontractor agrees that

the one week notice requirement is reasonable and a material portion of this Subcontract, and that if the Subcontractor fails to provide such written notice, the Contractor will be prejudiced in its ability to eliminate or minimize the impact through additional coordination. Subcontractor's failure to provide such written notice will waive any claims by the Subcontractor for additional compensation or time pertaining to the signed-off area or the impact of the signed-off area on the rest of the Subcontractor's Work.

At the time of coordination sign-off, the authorized Subcontractor representative confirms that full review of their own 3D coordination model has taken place for the areas listed, and deems it complete and acceptable for construction in accordance with the contract documents. The Subcontractor also confirms that:

- a.) Responsibility lies with the Subcontractor to verify that their coordinated model and shop drawings are correct in accordance with the contract documents and/or design intent.
- b.) All shop drawings and coordination drawings will be/have been derived directly from the coordinated model(s). An internal Quality Assurance process has taken place to verify that the dimensions, sizes, and information represented within the 2D shop or coordination drawings correspond accurately to the coordinated model(s).
- c.) Fabrication processes have been/will be considered in production of coordination model(s) and shop drawings.
- d.) Means, methods and procedures of construction have been considered in model coordination and all field installation will comply with the coordinated model barring unforeseen conditions.
- e.) Coordination of work with all other trades has been completed to the satisfaction of the Subcontractor, and should Subcontractor choose to proceed to the shop drawing and construction stage prematurely, all impacts resulting from uncoordinated field issues will be absorbed by Subcontractor.
- f.) Satisfactory performance of work will be in conformance with contract documents.

3.10 Installation of Work. Each Subcontractor is responsible for accurately installing their Work based on the Construction Model. Subcontractors shall ensure that field personnel responsible for the installation of Work are aware of and agree with the proposed sign-off coordination layout drawings that reflect the Construction Model. The Contractor reserves the right to refuse any Subcontractor from installation of any items if the Subcontractor has not signed off on the related model area.

3.11 Variations from the Construction Model. All variations from the Construction Model shall be approved by the Contractor prior to any installations deviating from the Construction Model.

3.12 Deviations from the Construction Model. All Work installed deviating from the Construction Model shall require one of the following: removal and reinstallation per the Construction Model, or monetary compensation to the affected parties.

3.13 Model and Drawing Deviations. All components depicted within the Coordinated Model(s) shall be reflected in any shop drawings or coordination drawings produced by the Subcontractor. Any inconsistencies or variance between the two shall be corrected by the Subcontractor to match what was coordinated and any resulting cost, schedule, or material impact shall be absorbed by the Subcontractor in this instance.

3.14 Field Deviation. Any as-built conditions that do not reflect Coordinated Model information (beyond contract specification tolerances) MAY be noted by Contractor and either a.) corrected in the field at the expense of the Subcontractor or b.) submitted to the Owner or approved representative for an acceptable solution to be implemented in the field, also at the expense of the Subcontractor. All field deviations shall be reflected/updated by the Subcontractor in their Model file(s), delivered to the Contractor in their native file format or in a format required by Contractor. Any change orders that occur on the project after initial coordination is complete shall be reflected in updated model files and delivered to the Contractor in the required format(s).

4. Resources and Support

4.1 Contractor Validation. For the design and constructability validation, the Contractor will provide a Model Coordinator to the project. The Model Coordinator will coordinate the integration of the subcontractor's models into the Federated Model and facilitate the coordination meetings.

4.2 Subcontractor Staff. The Subcontractor shall allocate appropriate staff, including 3D modeling technicians to the Project to achieve modeling requirements in accordance with the project schedule.

4.3 Subcontractor Technicians. The Subcontractor shall provide competent 3D modeling technicians of sufficient skill and experience to perform properly the type of work the Subcontractor is providing. Upon request, the Subcontractor shall provide proof of the modelers experience and competence. Contractor has the right to reject any proposed Subcontractor modeling technician and request replacement with personnel appropriate to the size, scope and complexity of the project.

4.4 Subcontractor Technician Requirements. Subcontractor shall provide 3D modeling technician with any necessary computer hardware, software, and internet connectivity to execute 3D modeling and building information modeling requirements described herein.

4.5 Subcontractor Technician Availability. Subcontractor shall have, at a minimum, one (1) full-time 3D modeling technician available throughout the coordination process.

4.6 Subcontractor Software. Each Subcontractor's 3D modeling technician shall have full-time access to a license of all software required to execute 3D modeling and building information modeling requirements described herein.

4.7 Contractor Obligations. The Contractor will not be responsible for providing any equipment to the Subcontractor that may be required to satisfy the obligations herein.

5. Technical Requirements

5.1 File Format All files submitted to the Contractor by Subcontractors must be provided in an industry standard format approved by the Contractor and which is compatible with the Contractor's clash detection software. Any file format chosen by the Subcontractor must be fully interoperable with the Contractor's project clash detection software and must result in a file that can be opened, displayed, and processed without any geometric,

spatial or data degradation by the clash detection software in use by the Contractor. Specific file types will be discussed and agreed upon with Subcontractor prior to clash detection. Files in their native authoring formats shall be delivered promptly and periodically when requested by the Contractor in addition to any interoperable formats used regularly for coordination. Native files shall be delivered at the time of coordination sign-off for each area, as well as during construction should any field changes or as-built conditions require updating of model files.

5.2 Model Solids and Coordinate System. The 3D models are to consist of 3D solids (not lines, wire frames, surfaces, or point clouds) that represent the actual real world dimensions of the building elements and equipment for the project. The global coordinate system of the submitted files has to match the coordinate system issued by the Contractor.

5.3 File Transfer. Subcontractors are required to utilize a web-based file transfer and collaboration site provided by the Contractor.

5.4 Object Enablers. Subcontractors are responsible for providing all necessary object enablers required to exchange interoperable model files created by the software in use by the Subcontractor to be utilized the Contractor's project clash detection software in use by the Contractor.

5.5 File Formats And Software Upgrades. Subcontractors shall not change submitted file format or upgrade software versions once the 3D modeling process has begun without approval of the Contractor.

6. Federated Model Management

6.1 Federated Model. The Contractor and Subcontractors will create multiple models during the coordination of the Project. These model files will collectively represent the Federated Model. The Federated Model is the combined model file created from the integration of current Subcontractor specific model files.

6.2 File Structure. Before modeling begins, the Contractor will specify a structure and features of the submitted files. The following model structure and features will be generally required, but remain subject to revision by the Contractor:

6.2.1 File Divisions. Subcontractors will create one file per trade, for each floor or section of one floor level.

6.2.2 Submittals. Subcontractors shall proceed with the creation of models for coordination without approved submittals. Subcontractor shall submit manufacturer models of equipment and fixtures along with their Product Data Submittals for that particular item. Should a manufacturer model not be available, subcontractor shall submit their own model reflecting accurate sizing of equipment and fixtures. These equipment and fixture models will be used by the Subcontractor in the preparation of their models.

6.2.3 Accuracy. Subcontractors are responsible for the accuracy and completeness of the submitted model files.

6.2.4 Model Updates. Subcontractors shall update their models throughout construction by incorporating model changes, including, but not limited to, those caused by the following: any documents that affect the contract documents, revisions and any comments to approved shop drawings, as-built field conditions, changes to work sequence, changes to design, and changes requested by the Contractor.

6.2.5 Revision Tracking. Models may require changes because of design document revisions or RFI responses. These changes shall be distinguished in the model by layer names or object data fields for tracking purposes.

6.2.6 Layers. If the layer names are not specified, the Subcontractor may choose layer names. The layers must refer to the Work in a meaningful way and be approved by the Contractor.

6.2.7 Dimension Consistency. The model geometry must represent the Project with actual real world dimensions when model elements from the different files are superimposed. For example, the 3D submitted model files of each floor must be at the elevation consistent with the structural model or a referenced floor elevation.

6.2.8 Layer Names and Colors. Colors and layer naming have to be consistent across the files of the different floors and areas in all models produced by any one Subcontractor. The Contractor reserves the right to dictate names and colors when required or beneficial for the modeling process.

6.2.9 Construction Sequencing. Model elements must be modeled in a manner that reflects the construction sequencing required for installation.

6.2.10 Coordination Layers. Subcontractors will submit models to the Contractor with the required layers for coordination and clash detection turned on. All other layers and referenced files must be turned off or deleted from the file.

6.2.11 Naming Convention. All submitted files will follow the naming convention specified by the Contractor.

6.2.12 Level of Detail. Where applicable, the Contractor reserves the right to determine the Level of Detail for creating simplified geometric 3D solids rather than complex geometries.

7. Subcontractor Model Content Requirements

7.1 Subcontractor Requirements. The Contractor shall determine and direct the requirements for Subcontractors. Each Subcontractor shall be responsible for creating, maintaining, and updating the Federated Model for their Scope of Work. Modeling requirements for each trade shall generally include, but are not limited to, the following items:

7.2 Architectural.

7.2.1 Spaces. All spaces defining accurate net square footage and net volume, and holding data for the room finish schedule for including room names and numbers and a validated program to verify design space against programmed space.

7.2.2 Walls and Curtain Walls. All walls, both interior and exterior, to the exact height, length, width and all ratings to properly reflect wall type. Interior face of exterior skin.

7.2.3 Doors, Windows and Louvers. All doors, windows, and louvers.

7.2.4 Roof. All roofs including: the roof configuration, drainage system, major penetrations, and specialties.

7.2.5 Floors. The floor slab shall be developed in the structural model and then referenced by the architectural model.

7.2.6 Ceilings. All ceilings including: heights and other dimensions of ceilings, soffits, ceiling materials, or other special conditions.

7.2.7 Vertical Circulation. All continuous vertical components including: shafts, stairs, handrails, and guardrails.

7.2.8 Architectural Specialties. All architectural specialties including: toilet room accessories, toilet partitions, grab bars, lockers, and display cases.

7.2.9 Woodwork. All woodwork including, cabinetry, and counters.

7.2.10 Fixtures and Equipment. All fixtures and equipment layouts.

7.2.11 Schedules. Provide door, window, hardware, flooring, lighting, and wall finish schedules from the Model, indicating the materials and finishes used in the design.

7.3 Furniture

7.3.1 Equipment And Furniture. All office equipment and furniture will be represented accurately in 3D form and will incorporate data for material, hardware, and quantity take-offs.

7.3.2 Furniture Systems. All furniture that makes use of electrical, data, plumbing, or other features shall be modeled and incorporate data for material and quantity take-offs.

7.3.3 Schedules. Provide furniture and equipment schedules from the Model indicating the materials, finishes, mechanical, and electrical requirements.

7.4 Structural

7.4.1 Foundations. All foundation and footing elements shall be modeled and incorporate data for material and quantity take-offs.

7.4.2 Floor Slabs. All structural floor slabs, including: all recesses, thickened slab, slab edge, curbs, pads, and penetrations shall be modeled and include data for material and quantity take-offs.

7.4.3 Structural Steel. All steel columns, girders, beams, joists, and bridging framing members, gusset plates, slab edge, pour stops, steel bracing for the roof, wall, and floor systems, and decking shall be modeled and include data for material and quantity take-offs. Composite metal decking, shear studs, bolts, and clips shall be modeled at the Contractor's discretion.

7.4.4 Cast-in-Place Concrete. All cast in place concrete, including walls, columns, beams, joists, recesses, curbs, embeds, pads and penetrations shall be modeled and include data for material and quantity take-offs. All construction joints, pour breaks, control joints, and pour sequence shall be represented. All edge of slab conditions and slopes shall be accurately represented. Reinforcing, decking, formwork, and shoring shall be modeled at the Contractor's discretion.

7.4.5 Stairs. All openings and framing members for stair systems shall be modeled and include data for material and quantity take-offs.

7.4.6 Elevators. All elevators, shafts, pits, door openings, and control systems shall be modeled.

7.4.7 Precast Concrete. All precast concrete including walls, finishes, connections, reinforcing, bracing, cast-in penetrations, coordinated core drill locations, and include data for material and quantity take offs

7.5 Mechanical, Electrical, Plumbing, and Fire Protection

7.5.1 Penetrations. All penetrations and sleeves through concrete and steel shall be modeled.

7.5.2 Supports. All misc. metal supports modeled by their respective trade shall be modeled and include data for material and quantity take-offs.

7.5.3 Equipment/Fixture Clearances. All equipment clearances and access zones for serviceable equipment shall be modeled. For all clearances of items located above ceilings, the serviceable access should extend to the floor below the ceiling. Any clearances associated with installation requirements shall also be modeled. These zones are to be geometric solids on a unique layer for identification in the Federated Model.

7.5.4 Serviceable Equipment / Fixtures. All serviceable equipment including valves, dampers, alarm panels, equipment, etc. shall be modeled, identified, and labeled.

7.5.5 Services. All underground services within five feet of the exterior walls shall be modeled.

7.5.6 Conduit and Piping. All conduit and piping having an outside diameter larger than 3/4" shall be modeled and include data for

material and quantity take-offs. Any conduit or piping having a 3/4" outside diameter or smaller that is encased in insulation, or another continuous material, that results in an outside diameter greater than 3/4" shall also be modeled. Groups of 2 or more conduits or pipes using the same support shall be modeled regardless of the outside diameter size. Pipes shall be modeled to the outside diameter face, including flanges, or to the outside face of insulation, whichever is greater. Pipe slopes shall be modeled. All access panels, valves, hangers, supports, fittings, and traps shall be modeled.

7.5.7 HVAC. All heating, ventilating, and air-conditioning equipment, including: air distribution ducts for supply, return, ventilation, and exhaust ducts, control system, registers and grills, penetrations, sleeves, dampers, access panels, insulation, valves, hangers, and support systems. Ducts shall be modeled to the outside face of the flanges or to the outside of the insulation, whichever is greater.

7.5.8 Plumbing. All plumbing fixtures, floor and area drains, equipment, insulation, penetrations, sleeves, access panels, valves, cleanouts, hangers, and support systems shall be modeled. Plumbing shall be modeled to the outside diameter face, including flanges, or to the outside face of insulation, whichever is greater. Pipe slopes shall be modeled.

7.5.9 Interior Electrical Power and Lighting. All interior electrical components including: lighting, special power receptacles, special electrical systems, lighting fixtures (and service space requirements) and control systems, cable trays, racks, hangers and supports, access panels, penetrations, power feeds, and lighting and power built into furniture/equipment shall be modeled. All conduit and bundles shall follow the requirements stated herein. All mounting support and clearance space. Switches and receptacles to be modeled at the discretion of the Contractor.

7.5.10 Pneumatic Tube. All equipment, stations, transfer units, services areas, access panels, tubing and sleeves shall be modeled.

7.5.11 Communications. All communications service control panels and connections, both above ground and underground shall be modeled. Any associated conduit shall be included as described herein.

7.5.12 Exterior Building Lighting. All exterior lighting and existing and proposed support utility lines and equipment

7.5.13 Fire Protection. All fire protection components including: Standpipe, mains, branch piping, secondary piping, sprinkler heads, fittings, drains, pumps, tanks, control panels, hose cabinets, access panels, service access, hangers, and supports

7.5.14 Fire Alarms. Fire alarm/mass notification devices and detection system shall be modeled.

7.5.15 Building Control Systems. All control panels that require access, standalone control equipment, and any electrical associated with building control systems.

7.5.16 Security. All security camera locations shall be modeled.

7.5.17 Life Safety. All exit sign locations shall be modeled.

7.5.18 Medical Gas. All valve boxes, alarm panels, and shutoff valves shall be modeled. Piping shall be included, as stated herein.

7.6. Civil

7.6.1 Terrain. Digital Terrain Model (DTM), shall include all site conditions and proposed grading.

7.6.2 Drainage. All drainage piping shall be modeled.

7.6.3 Storm Water and Sanitary Sewers. All sewer structures and piping shall be modeled.

7.6.4 Utilities. All new utilities connections and newly-created utilities, and all existing above ground and underground utility structures and vaults, including, but not limited to, steam, electrical duct bank, fiber, fire hydrants and piping, domestic water, medical gas, natural gas, and fuel lines.

7.6.5 Roads and Parking. All roadways, parking lots, and parking structures shall be modeled.

7.7 Miscellaneous

7.7.1 Food Service Equipment, Fall Protection Support, Bridge Cranes. All food service equipment, fall protection support, bridge cranes, and other miscellaneous items as required by the Contractor

8. 3D Model Submittal Requirements

8.1 Sign-Off Drawing. Upon completion of each coordinated area, and at the direction of the Contractor, each Subcontractor will provide a 2D drawing extracted from the 3D model for sign-off to the Contractor. Content of resulting drawings (shop drawings or coordination drawings) shall be at a constructible level or per contract specification requirements, whichever is more stringent. Constructible level shall be defined as giving the end user (field installers) the ability to successfully complete the field install off of the drawings alone. At the discretion of the Contractor, each Subcontractor may be required to provide up to an additional six (6) copies to the Contractor.

8.2 Final Copy. Upon completion of each coordinated area and at the direction of the Contractor, each Subcontractor shall provide one final copy of the complete electronic model file in native model file format, as well as, any other format required by Contractor.

8.3 Model Usage. Other trades will use final Subcontractor submitted 3D model files for coordination and layout.

8.4 Written Narrative. All revised 3D model submittals shall have a written narrative to define changes from the previous submittal.

Subcontractors should use layer management to define and track changes in the 3D model.

8.5 As-builts. Throughout construction, provide regular updates as required by the Contractor to the coordinated model at the Contractor's required duration, with all field modifications incorporated. Final as-built submission will be required prior to project substantial completion.

9. Model Ownership

9.1 Model Ownership. The Contractor is the sole owner of the Federated Model and Construction Model and any and all designs and modeling produced by the subcontractors for inclusion in the Federated and Construction Models. All designs and modeling produced in relation to project shall be considered works for hire, and the Contractor shall retain all rights to said production, including the right to unrestricted use of the models and sale of the models to third parties for their unrestricted use. The Contractor will make the Federated and Construction Models available to all project participants to facilitate collaboration and coordination, and the use of the Federated and Construction Models shall be limited to project specific purposes and shall not be considered a license to place the Federated and Construction Models to any use not necessary for and specific to the project.

End of Exhibit J

EXHIBIT M

SUBCONTRACTOR / SELLER QUALITY REQUIREMENTS

Walsh Construction Company II, LLC

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

The following Quality Assurance / Quality Control ("Quality") provisions are to supplement other Quality related requirements of this Agreement.

- A. Subcontractor/Seller is solely responsible for the quality, workmanship, and adherence to the Contract requirements for all materials, equipment, and work provided in their Scope(s) of Work.
- B. Subcontractor/Seller shall provide all Quality Assurance and Quality Control required of this Agreement in accordance with the requirements of the Contract Documents and this Exhibit.
- C. Subcontractor/Seller warrants they are properly qualified to perform their Scope(s) of Work and will provide required equipment calibrations, company certifications, and personnel certifications prior to start of work and maintain required calibrations and certifications through the Scope(s) of Work completion.
- D. Subcontractor/Seller shall follow the Contractor's/Buyer's project specific Quality Plan where established (may be referred to by other names) and also submit for review (as required or upon request by Contractor/Buyer) a project specific Quality Plan, as a supplement, for its own Scope(s) of Work.
- E. Subcontractor/Seller shall develop work plans for its Scope(s) of Work (broken down into Definable Features of Work) and provide them to Contractor/Buyer prior to commencing its Definable Features of Work.
- F. Subcontractor/Seller shall work with Contractor/Buyer to use the Three Phases of Control process (preparatory meeting, initial inspection, and follow-up inspections) for its Definable Features of Work.
- G. Subcontractor/Seller shall hold pre-installation (Preparatory) meetings for its Definable Features of Work in accordance with the requirements of the Contract Documents or as requested by the Contractor/Buyer. Subcontractor's/Seller's onsite Competent Person(s) shall attend Preparatory Meetings for their Definable Features of Work and for other works as requested by Contractor/Buyer.
- H. The Subcontractor/Seller shall document all installations and testing records, in addition to / or supplementing the requirements of the Contract Documents. A copy of all quality documentation shall be submitted to the Contractor/Buyer, upon completion, for review.
- I. Subcontractor/Seller to provide all required documentation related to their Scope(s) of Work; including but not limited to; certifications; plant testing; delivery inspection, including mill test reports, certifying compliance that all products supplied meet Contract requirements. Release of

progress payments, to the Subcontractor/Seller, will be predicated on the satisfactory submission of these documents.

- J. Subcontractor/Seller shall furnish, install, and demolish mock-ups as required per the Contract Documents, or as directed, for their Scope(s) of Work. Where allowed and approved in writing by the Contractor/Buyer, mock-ups may be constructed in the field with finished products or separate from finished products.
- K. Subcontractor/Seller will designate personnel to be responsible for the Quality of work for this Agreement, including a Quality Competent Person(s) designee, and coordinate all Quality requirements of Subcontractor's/Seller's Scope(s) of Work.
- L. Subcontractor/Seller is responsible for timely notification for any testing, inspection, verification, witness, or oversight to be performed by others. Failure to provide timely notification may require inspection and/or rework at the cost of the Subcontractor/Seller.
- M. Subcontractor/Seller is responsible for any and all costs due to Subcontractor's/Seller's failure to follow the Quality Plan as defined in item D, Contract requirements, or failure to provide a quality product meeting the requirements of the Contract. Costs include rework, reinspection, retesting, and/or any other associated costs.

End of Exhibit M

EXHIBIT M.1

SUBCONTRACTOR WORK PLAN

Walsh Construction Company II, LLC

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center

Walsh Construction Company II, LLC Project No. 223026

This Subcontractor shall develop, submit, and adhere to detailed Work Plans for all tasks in each Definable Feature of Work in accordance with this Subcontract Agreement and its Exhibits including, but not limited to, the following:

1. WORK PLAN DEVELOPMENT:

1. Work Plan must clearly define the scope of work to be performed, including all tasks.
2. Work Plan must include a detailed description of the methods and procedures to be used in completing the work including but not limited to:
 - i. Step-by-step procedures for each Task
 - ii. Equipment and Materials to be used
 - iii. Safety Control Measures
 - iv. Quality Control Measures
 - v. Measures to protect Existing / Finished Work
 - vi. Required Drawings, Checklists, Submittals, and RFI's
 - vii. Work Plan Review and Approval

2. SAFETY CONTROL MEASURES:

1. Work Plan must include a comprehensive safety plan addressing all potential hazards and the measures to mitigate them, this includes:
 - i. Safety protocols and procedures
 - ii. Personal Protective Equipment (PPE) requirements
 - iii. Emergency Procedures

3. QUALITY CONTROL MEASURES:

1. Work Plan must include a comprehensive quality control plan addressing all potential quality risks and the measures to mitigate them, this includes:
 - i. Quality protocols and procedures
 - ii. Quality Incident Review / Lessons Learned incorporated into Work Plan
 - iii. Document review to ensure all documents being utilized are approved and the most up to date

4. SUBMISSION AND APPROVAL:

1. Subcontractor shall submit the Work Plan to the Contractor for approval at least 10 working days prior to commencement of any work.

2. Subcontractor shall submit the Work Plan in accordance with the Project Schedule as to not impact or delay any activities.
3. Upon submission, Contractor will review the Work Plan within 5 days of receipt. Contractor may approve, reject, or request modifications to the Work Plan to ensure the requirements of this Subcontract agreement are met.

5. ADHERENCE TO WORK PLAN:

1. Subcontractor shall strictly adhere to the approved Work Plan. Any deviations from the Work Plan must be documented and approved by the Contractor in advance.

6. MODIFICATIONS TO WORK PLAN:

1. If the Work Plan needs to be modified due to a change in conditions or any other unforeseen circumstance, the Subcontractor shall immediately notify the Contractor.
2. The Work Plan shall be updated by the Subcontractor to include the differing site condition, mitigate all associated safety and quality risks, and reviewed and signed by the entire crew performing the work.
3. Work may not commence until the Contractor has approved and signed off on the modified Work Plan.

7. DOCUMENTATION AND RECORD KEEPING:

1. Subcontractor shall maintain accurate records of all activities performed under the Work Plan including but not limited to:
 - i. Approved Work Plan with Signatures
 - ii. Daily Logs / Reports
 - iii. Inspection Reports
 - iv. Test Reports
 - v. Deficiency Logs
 - vi. Safety records and Reporting

End of Exhibit M.1 - Excerpt Subcontractor Work Plan is attached hereafter and/or available upon request.



WORK PLAN #		DATE LAST REVISED:	
REVISION #		NEXT REVIEW DATE:	

SUBCONTRACTOR WORK PLAN

PROJECT NAME:	
PROJECT NO:	

DFOW:			
LOCATION:		PLANNED TIME:	REGULAR TIME OFF HOURS
PRECEDING WORK:		POST WORK:	
NAME OF CREW/ SUB:		SPEC SECTION:	

OTHER COORDINATED ACTIVITIES: SCOPE	CREW / SUB

SURVEY: DESC. (AS BUILT, LAYOUT, CALCULATION, CONTROL)	STEP REQUIRED FOR

TOP FIVE SAFETY CHALLENGES	
1	
2	
3	
4	
5	

SAFETY MITIGATIONS	
1	
2	
3	
4	
5	

TOP FIVE QUALITY CHALLENGES	
1	
2	
3	
4	
5	

QUALITY MITIGATIONS	
1	
2	
3	
4	
5	

CONFIRMED USE OF MOST CURRENT CONTRACT DOCUMENTS, RFIS, AND SHOP DRAWINGS?	YES	NO
--	-----	----

	HOLD POINT	WORK PLAN PROCEDURE (STEP-BY-STEP)	CREW / SUBCONTRACTOR	DRAWING / ATTACHMENT	SAFETY HAZARD	SAFETY CONTROL	INSPECTION / TEST / DOCUMENT	TOLERANCE / CONTROL MEASURE
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

THIS WORK PLAN FORMAT SATISFIES JHA REQUIREMENTS

IF THE WORK NEEDS TO CHANGE FROM THE PLAN, STOP!
CONTACT THE SUPERINTENDENT OR PROJECT MANAGER TO CONFIRM PLAN BEFORE MOVING AHEAD

VER. DATE: 08/20/2019

EXHIBIT N

TEXTURA ® PAYMENT MANAGEMENT SYSTEM

Walsh Construction Company II, LLC

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

The following provisions supplement the payment provisions contained elsewhere in this Subcontract:

Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub- subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura® Corporations' ("Textura® ") Construction Payment Management system ("CPM"). Subcontractor agrees to execute the Textura® standard terms and conditions for its CPM in effect as of the effective date of this Subcontract. Sample CPM standard terms and conditions are included as part of this exhibit; however the current CPM terms and conditions may differ from the sample. Upon written request of the Subcontractor, Contractor will provide the Textura® standard terms and conditions for the Textura® CPM in effect as of the effective date of this Subcontract. Subcontractor agrees to pay directly to Textura® all fees and costs owed or associated with Subcontractor's use of the Textura® CPM; Textura® is a third-party beneficiary of Subcontractor's agreement as stated in this sentence. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.

Contractor, Contractor's surety, and the Owner are express third-party beneficiaries of the CPM agreement between Subcontractor and Textura®.

Subcontractor agrees to be legally bound by the electronic signatures generated through and utilized by the Textura® CPM System. If notarization of any documents is required, Subcontractor also agrees to accept electronic notarization of documents provided through the Textura® CPM System. Subcontractor agrees not to contest the validity of any e- signature or e-notarization on the basis that the signature or notarization is performed electronically. Subcontractor agrees that electronic signatures are a valid form of execution of contracts and other documents. Subcontractor also agrees that any such contracts and documents signed electronically by other participants using the Textura® CPM System, including all invoices, sworn statements, change orders, and lien waivers, are validly executed. Subcontractor agrees that each user of the Textura® CPM, designated by Subcontractor as a signer in the Textura® CPM System, is authorized to sign on behalf of Subcontractor and legally bind Subcontractor. Textura® may use any suitable electronic signature service, such as, for example, the services provided by AlphaTrust Corporation. Contractor, Contractor's surety, and the Owner, are not responsible for the services provided by the AlphaTrust Corporation or any other third party electronic signature service used by Textura® and such services may be provided under a separate agreement.

Subcontractor agrees to use the security required by the electronic signature service, such as usernames, passwords, and/or PINs. Subcontractor agrees to keep sole control and not give the usernames, passwords, and/or PINs to anyone who is not an authorized User.

DISCLAIMER OF WARRANTIES:

THE TEXTURA® CPM WEBSITE AND ITS CONTENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE

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Subcontractor warrants and represents that all information submitted by Subcontractor through the Textura® CPM System is accurate, and that Subcontractor has taken reasonable steps to ensure the accuracy of such information. Subcontractor agrees to indemnify, defend, and hold harmless Contractor, Contractor's surety, Textura®, the Owner, and their officers, directors, members, managers, related entities, employees, agents, shareholders, representatives, suppliers and content and service providers from and against all losses, expenses, damages and costs, including reasonable attorneys fees, resulting from any violation by Subcontractor, Subcontractor's users and its subcontractors and suppliers of any tier, of the Textura® CPM standard terms and conditions or any activity related to their use of the Textura® CPM website.

Sample Textura® Corporation CPM standard terms and conditions

TEXTURA CORPORATION CONSTRUCTION PAYMENT MANAGEMENT WEBSITE TERMS AND CONDITIONS OF USE

Welcome to the Textura® Construction Payment Management ("CPM") System. By clicking the I AGREE button at the bottom of these Terms and Conditions, you represent that (i) you have read and understand all of the provisions of these Terms and Conditions; (ii) you accept these Terms and Conditions on behalf of your organization (the "Subscriber"); and (iii) you have authority to contractually bind the Subscriber to these Terms and Conditions. Your organization must accept these Terms and Conditions through an individual with proper authority before it can authorize its representatives (its "Users") to use the Textura® CPM System. All Users are subject to these Terms and Conditions of Use and Privacy Policy.

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ELECTRONIC SIGNATURES:

Subscriber agrees to be legally bound by the electronic signatures generated through and utilized by the Textura® CPM System. If notarization of any documents is required, Subscriber also agrees to accept electronic notarization of documents provided through the Textura® CPM System. Subscriber agrees not to contest the validity of any e- signature or e-notarization on the basis that the signature or notarization is performed electronically. Subscriber agrees that electronic signatures are a valid form of execution of contracts and other documents. Subscriber also agrees that any such contracts and documents signed electronically by other participants using the Textura® CPM System, including all invoices, sworn statements, change orders, and lien waivers, are validly executed. Subscriber agrees that each User designated by Subscriber as a signer in the Textura® CPM System is authorized to sign on behalf of Subscriber and legally bind Subscriber. Textura may use any suitable electronic signature service, such as, for example, the services provided by AlphaTrust Corporation. Textura is not responsible for the services provided by the AlphaTrust Corporation or any other third party electronic signature service and such services may be provided under a separate agreement. Subscriber agrees to use the security required by the electronic signature service, such as usernames, passwords, and/or PINs. Subscriber agrees to keep sole control and not give the usernames, passwords, and/or PINs to anyone who is not an authorized User.

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Subscribers may use the Textura® CPM System for the electronic exchange of conditional and unconditional lien waivers.

TEXTURA MAY RELEASE UNCONDITIONAL LIEN WAIVERS ONLY AFTER PAYMENT TO WHICH THE WAIVER(S) RELATE HAS BEEN COMPLETED TO THE RELEASING SUBSCRIBER (PAYEE), UNLESS OTHERWISE EXPRESSLY SPECIFIED IN THE PAYOR'S CONTRACT WITH THE RELEASING SUBSCRIBER (PAYEE) (SUBJECT TO REASONABLE VERIFICATION BY TEXTURA OF THE EXISTENCE OF SUCH CONTRACTUAL PROVISIONS) AND THEN, ONLY IF EXPRESSLY INSTRUCTED BY THE PAYOR. A PAYMENT IS "COMPLETED" FORTY-EIGHT HOURS AFTER PAYMENT INSTRUCTIONS HAVE BEEN TRANSMITTED TO PAYOR'S BANK UNLESS TEXTURA IS NOTIFIED IN WRITING WITHIN THAT PERIOD THAT THE PAYMENT WAS NOT RECEIVED BY THE RELEASING SUBSCRIBER. TEXTURA IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED. TEXTURA IS NOT RESPONSIBLE FOR PAYMENT OF FUNDS ONCE INSTRUCTIONS HAVE BEEN TRANSMITTED. TEXTURA MAY NOT BE HELD RESPONSIBLE FOR RELEASING AN UNCONDITIONAL LIEN WAIVER PRIOR TO A RELEASING SUBSCRIBER'S ACTUAL RECEIPT OF PAYMENT IF, BEFORE THE LIEN WAIVER WAS RELEASED,

THE APPLICABLE PAYMENT WAS "COMPLETED" AS DEFINED HEREIN. RELEASING SUBSCRIBERS AGREE TO PROMPTLY CARRY OUT SUCH ACTIONS AS MAY BE NECESSARY FOR THE PAYMENT INSTRUCTIONS TO BE PROCESSED BY THE RELEASING SUBSCRIBERS' BANK, NOT TO ALTER OR DELETE ANY INFORMATION CONTAINED IN THE PAYMENT INSTRUCTIONS, OR TO OTHERWISE IMPEDE OR UNNECESSARILY DELAY THE PROCESSING OF THE PAYMENT INSTRUCTIONS BY THE BANK WITHOUT WRITTEN NOTIFICATION TO TEXTURA WITHIN 24 HOURS OF THEIR HAVING DONE SO. TEXTURA IS NOT RESPONSIBLE FOR ENSURING THAT THE RELEASING SUBSCRIBER COMPLIES WITH THESE REQUIREMENTS. SUB TIER LIEN WAIVERS SUBMITTED USING THE TEXTURA® CPM SYSTEM BY SUBSCRIBERS WHO ARE NOT USING THE SYSTEM FOR INVOICING AND PAYMENT WILL BE RELEASED IMMEDIATELY. TEXTURA IS NOT RESPONSIBLE FOR ENSURING THAT THESE SUBSCRIBERS ARE PAID.

In all transactions and processes carried out using the Textura® CPM System, Textura is and acts as a neutral third party, and is not an agent of or affiliated with any party using the Textura® CPM System. Neither use of the Textura® CPM System nor any provision of these Terms and Conditions creates an agency relationship with Textura or between Users or Subscribers of the Textura® CPM System.

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TEXTURA SHALL HAVE NO LIABILITY WHATSOEVER FOR OR IN CONNECTION WITH THE ACTIONS OR OMISSIONS OF ANY SUBSCRIBER OR USER, THEIR USE OF THE TEXTURA® CPM SYSTEM, OR THEIR FAILURE TO COMPLY WITH APPLICABLE LAWS INCLUDING APPLICABLE CONSTRUCTION LIEN LEGISLATION.

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End of Exhibit N

EXHIBIT P

DESIGN TERMS AND CONDITIONS

Walsh Construction Company II, LLC

Owner Number: 2563

"Project": UKHC Cancer Treatment Center/Ambulatory Surgery Center
Walsh Construction Company II, LLC Project No. 223026

Article 1 - General

1.1 General

1.1.1 Contractor has contracted with Owner to provide the services necessary for the design and construction of the Project or a portion thereof as set forth in the Subcontract Agreement. Subcontractor, through itself, design consultants and sub-subcontractors, agrees to provide all design, construction and other aspects of the Work consistent with the Contract Documents. Contractor and Subcontractor agree that to the extent applicable to the design of the Work hereunder, Subcontractor shall have the same responsibilities and obligations as to Contractor as Contractor by the Owner Contract has to Owner, except as may be modified herein.

1.1.2 Subcontractor acknowledges that the documents included with this Subcontract are incomplete and represent only the design intent. As such the pricing included with this Subcontract reflects the work required for a complete and operational system in accordance with the intent of the Contract Documents and the Owner Contract. The pricing included within this Agreement includes the final scope reflective and required of the Contract Documents and is not subject to any change order between Contractor and Subcontractor unless said changes are made by Owner or directly by Contractor after notice from Subcontractor. Subcontractor will coordinate throughout the design process with Contractor's design team and provide input and recommendations related to the final design to be submitted and constructed in accordance with the requirements of the Contract Documents. It remains the responsibility of Subcontractor to coordinate the final design requirements reflective of the pricing and scope of Subcontractor's Work included with this Subcontract.

1.2 Basic Definitions. Terms used in this Agreement shall have the meanings set forth in the Contract Documents unless otherwise provided herein, with the following specific terms defined as follows:

1.2.1 Agreement refers to the executed subcontract between Contractor and Subcontractor and all exhibits, attachments, and other Contract Documents enumerated and incorporated therein.

1.2.2 Contract Documents are defined in the Agreement.

1.2.3 Owner Contract refers to the contract between Contractor and Owner for the design and construction of the Project and all exhibits, attachments, and other Contract Documents enumerated and incorporated therein.

1.2.4 Hazardous Conditions are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.5 Legal Requirements are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.6 Sub-Subcontractor is any person or entity retained by Subcontractor as an independent contractor to perform a portion of the construction or design aspects of Subcontractor's Work and shall include materialmen and suppliers.

Article 2 - Subcontractor's Services and Responsibilities

2.1 Subcontractor shall promptly report to Contractor any errors, inconsistencies, omissions, or violations of Legal Requirements Subcontractor discovers in the Contract Documents. Subcontractor shall be liable to Contractor for any damages resulting from any such errors, inconsistencies, omissions, or violations of Legal Requirements which Subcontractor discovers and fails to report to Contractor.

2.2 Subcontractor shall, consistent with applicable state licensing laws, provide the architectural, engineering and other design professional services required to perform the Work. Subcontractor agrees that such services shall be provided through qualified, licensed design professionals who are either (i) employed by Subcontractor or (ii) procured by Subcontractor from qualified, licensed design consultants.

2.3 Subcontractor shall not engage the services of any design consultant without first obtaining the approval of Contractor, which approval shall not be unreasonably withheld. Subcontractor agrees that each design consultant shall be fully bound to Subcontractor in the same manner as Subcontractor is bound to Contractor for all the requirements of the Contract Documents which are applicable to the design consultant's scope of services. Subcontractor shall at all times be responsible for the services performed by its design consultants, and shall coordinate the services of its design consultants to satisfy Subcontractor's obligations under the Contract Documents.

Nothing in this Agreement shall relieve Subcontractor from responsibility for the services performed by its design consultants, or create any legal or contractual relationship between Contractor and any design consultant.

2.4 The standard of care for all design professional services performed by Subcontractor and its design consultants pursuant to this Agreement shall be as stated in the Contract Documents or in the absence thereof, the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. The Subcontractor implicitly warrants that its design will be sufficient to construct its Work. Notwithstanding the preceding sentences, if the Contract Documents contain specifically identified performance standards for aspects of the Services, Subcontractor agrees that all Services shall be performed to achieve such standards.

2.5 Subcontractor shall assist Contractor regarding the selection of building systems, materials, and

equipment, as well as cost, schedule, and construction feasibility assistance, for the Work. Such assistance shall include providing advice relative to, among other things, labor availability, construction costs, procurement strategies (including scheduling the procurement of items with long-lead times) related to the requirements set forth in the Contract Documents for the Work.

2.6 In accordance with the times set forth in the Contract Documents (including the Project schedule), Subcontractor shall submit to Contractor all interim design submissions and revisions for the Work as required by the Contract Documents. Such design submissions shall be in the form and quantity called for in the Contract Documents and may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. The submissions shall also show the relationship of the Work to the overall Project design. Contractor and Subcontractor agree that prior to the scheduled date for submitting all design

submissions to Owner, Contractor, Subcontractor and designer (if not otherwise employed by Contractor) will hold meetings for the purpose of discussing and monitoring the design for consistency with the requirements of the Contract Documents, as well as Contractor's budget and pricing assumptions.

2.7 In accordance with the Contract Documents and with the times set forth in the Project Schedule, Subcontractor shall submit to Contractor construction documents setting forth in detail drawings and specifications describing the requirements for construction

of the Work, and showing the relationship of the Work to the overall Project. The construction documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting.

Subcontractor shall provide the construction documents in the form and quantity called for in the Contract Documents. Subcontractor shall perform agreed upon revisions and submit revised construction documents to Contractor for Contractor's and Owner's approval.

2.8 If requested by the Contractor, Subcontractor shall attend and participate in such meetings as are held between and among Owner, Contractor and designer (if not otherwise employed by Contractor) to discuss interim design submissions and the construction documents for the Work. If requested, Subcontractor shall identify during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Contractor and provided to all attendees for review.

2.9 In addition to the interim design submissions and construction documents, if requested by Contractor, Subcontractor shall prepare (i) those design documents and pricing information for the Work that may be necessary for the establishment of a guaranteed maximum exhibit or guaranteed maximum proposal and (ii) interim design submissions and Construction Documents for the Work required to permit commencement of construction on a portion of the Project before the entire Construction Documents for the Project are completed.

2.10 Contractor's and Owner's approvals of interim design submissions and the construction documents are for the purpose of mutually establishing a conformed set of construction documents for the Work compatible with the requirements of the Contract Documents. The review and/or approval by either Contractor or Owner of any interim design submission or the construction documents shall not be deemed to transfer any design liability from Subcontractor to Contractor or Owner.

2.11 Subcontractor will, at its own cost, revise any interim design submission or construction document

it has provided to correct any errors, mistakes or omissions. Such revisions shall be performed timely and so as not to jeopardize the Project Schedule.

2.12 Government Approvals and Permits

2.12.1 Subcontractor shall obtain and pay for the necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work as set forth in the Contract Documents.

2.12.2 Subcontractor shall provide reasonable assistance to Contractor in obtaining those permits, approvals and licenses, if any, that are the responsibility of Owner or Contractor and related to the Work.

2.12.3 Subcontractor shall make any revisions to the construction documents necessary to secure permits, approvals, and licenses, including those which have been denied for failure of the construction documents to meet Legal Requirements.

Article 3 - Contractor's Services and Responsibilities

3.1 Contractor shall provide timely reviews and approvals of all interim design submissions, construction documents and submittals, consistent with the turnaround times set forth in the Project Schedule, or as agreed to by the parties.

3.2 Unless expressly stated to the contrary in the Contract Documents, and to the extent Contractor has received such items from Owner, Contractor shall, upon request, provide for Subcontractor's information the items listed below. Contractor does not warrant the accuracy or completeness of such items provided, however, that Subcontractor is entitled to rely on these items to the same extent Contractor is entitled to rely upon such items in the Owner Contract:

3.2.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper construction of the Project and enable Subcontractor to perform the Work;

3.2.4 A legal description of the Site;

3.2.5 As-built and record drawings of any existing structures at the Site;

3.2.6 Environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site;

3.2.7 Contract Documents;

3.2.8 All permits, approvals, and licenses set forth in the Owner's Permit List attached as an exhibit to the Owner Contract; and

3.2.9 Test and inspection reports.

3.3 Upon Subcontractor's reasonable request, Contractor shall provide Subcontractor with information in Contractor's possession regarding Owner's financial ability to pay for the Work set forth in this Agreement.

3.4 Contractor shall provide Subcontractor with the Project Schedule and appropriate updates thereto.

3.5 Contractor shall, upon request of Subcontractor, provide Subcontractor with interim design documents and construction documents for portions of the Project that are not being designed by Subcontractor.

3.6 Contractor shall obtain those permits, approvals and licenses that are not required to be provided by Owner pursuant to the Owner Contract or by Subcontractor. Contractor shall provide reasonable assistance to Subcontractor in obtaining those permits, approvals and licenses that are Subcontractor's responsibility.

3.7 Contractor shall notify Subcontractor of any errors, inconsistencies, or omissions Contractor discovers in the Work. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall relieve Subcontractor of responsibility for errors, inconsistencies, or omissions in the Work.

3.8 Contractor shall, as Contractor deems appropriate, afford Subcontractor and its Sub-Subcontractors the opportunity to attend all necessary design meetings with Owner, Designer or others furnishing portions of the design for the Project.

3.9 Owner, through Contractor, shall review and approve submittals, including shop drawings, product data and samples, submitted by Subcontractor in accordance with the Contract Documents.

Article 4 - Ownership and Use of Documents

4.1 Ownership and use of the design and construction plans, drawings, specifications and other documents furnished by the Subcontractor shall be as stated in the Contract Documents.

4.2 If not addressed in the Contract Documents, the design and construction plans, drawings, specifications and other documents furnished by the Subcontractor shall be considered Work Made for Hire under the Copyright Act of 1976, 17 U.S.C. 101, and ownership of the entire right, title and interest in all such documents furnished by the Subcontractor, including, but not limited to any copyrights therein, shall reside in the Owner. If any document(s) cannot be considered a work made for hire under 17 U.S.C. 101, then the parties agree that the entire right, title and interest in the documents, including, but not limited to any copyrights therein, the right to register and renew the copyrights throughout the world, and the right to use the documents in any manner whatsoever, shall be and hereby are assigned by Subcontractor to the Owner. Subcontractor warrants and represents that all persons who produce or create all or a portion of the documents at the direction of Subcontractor will do so in the course of their employment with Subcontractor, or alternatively, pursuant to written agreements with Subcontractor, confirming and effecting an assignment of all rights in and to the documents, including but not limited to any copyrights therein, to the Owner. Subcontractor shall provide the Contractor with copies of all such written agreements immediately upon execution.

Article 5 - Insurance

5.1 Subcontractor's and its design consultants and Sub-Subcontractors' insurance coverage set forth in the Contract Documents shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project.

5.2 To the extent Contractor requires Subcontractor to provide professional liability insurance for claims arising from the negligent performance of design services by Subcontractor, the coverage limits, duration and other specifics of such insurance shall be as set forth in the Contract Documents. Any professional liability insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build nature of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

End of Exhibit P

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, KY**

Subcontractor:

President or Owner's Name:

President or Owner's address:

President or Owner Phone Number – Direct:

President or Owner Phone Number – Mobile:

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 cover and identify any hole or tripping hazard 2" or larger. Cover shall be fastened and secured to adjacent area.
10. 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. The SSSP shall be updated annually.
11. 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.).
12. 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.
13. 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.

14. Subcontractor personnel must wear appropriate cut level sleeves rated for all tasks being performed for in-wall rough-in and above ceiling work.
15. 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.
16. Subcontractor shall, at a minimum, have their employees 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.
17. 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.**
18. Subcontractor is responsible to provide all necessary precautions to eliminate public endangerment, related to Subcontractor's activities.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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. Material should not be stored, or material left unattended on carts.
26. **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.
27. 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.
28. 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.
29. 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.
30. 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 or columns 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.
31. Subcontractor shall utilize Construction Manager's safety software and electronic reporting system.
32. 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.

33. 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.
34. 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.
35. Subcontractor is responsible for establishing Controlled Access Zones for work installed by this subcontractor.
36. All aerial lifts shall have anti-crush devices installed prior to coming on site.
37. Dry cutting or grinding of concrete is prohibited. Refer to Silica standard table 1.
38. 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.

39. 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.
40. Subcontractor to provide documentation showing that their employees have been properly trained on the tools and equipment that will be used on this project.
41. 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.
42. 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 tape.

2. QUALITY:

1. Subcontractor shall provide its own project specific QA/QC Plan and adhere to the Project QA/QC Plan in accordance with Exhibit M in its entirety. This plan shall be updated at least annually.
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 ensure that rated putty pads within all wall and ceiling assemblies including pre-manufactured headwalls for Subcontractor scope of work (furnished by others) are furnished and installed by a third party vendor. 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, are furnished and installed by a third-party vendor.
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 identify and include 1% of the contract value within the G703 billing application specifically allocated to completing the Contractor's required work plans consistent with the project schedule in Exhibit ?. Subcontractor shall not be able to request payment each month until work plans are completed satisfactorily with Contractor approval.
13. Subcontractor shall use software designated by the Construction Manager to track and manage Quality issues, damages, and deficiencies.

14. Subcontractor will be required to participate in the management and have responsibility to correct, repair, replace, and resolve items that subcontractor is responsible for.
15. 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.
16. 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.
 - d. Subcontractor shall coordinate, participate, and assist as needed during the Commissioning and building activation, if applicable.

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. WEATHER DAYS: Subcontractor includes as many 8-hour Saturday workdays required to meet project schedule and make up rain days as defined in Owner Contract. 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. PROJECT CONSTRUCTION SEQUENCE: Subcontractor understands that the structure will be completed in a North to South manner with the 2/3 of the structure north of approximately "F" line being completed before Levels 2-9 south of "F" line. In the effort to complete the north part of the structure before the south part is complete, the structure may be "stair-stepped" from South to North or may be vertically sequenced above Level 1 on each floor at approximately "F" line.
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12. 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. Any holes created from this work shall be covered and maintained per the Safety plan and this exhibit. Any damage caused by this Subcontractor due to this work shall be the responsibility of this Subcontractor.
5. Subcontractor shall coordinate all downtime or interruption of existing systems with the Construction Manager and the systems Owner 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 their 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.
29. Subcontractor acknowledges and is aware this scope of work is for Core and Shell Package and additional coordination will be required with future packages. The Subcontractor shall account for all coordination between all bid packages and all Subcontractors.

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 to 10% overhead and profit on change order work based upon Owner's discretion.

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-tier Subcontractors.
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 the 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 the Construction Manager for any additional costs assessed by the CCIP administrator/insurer related to this 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. The duration of the warranty is 1 year unless specifications state a 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:

1. 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 the project selected manufacturer of fire stopping products to be solicited by the Construction Manager. The entire project will utilize 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. NOTHING HITS THE GROUND The "Nothing Hits the Ground" policy will be implemented on the Project. All Cutting and fabrication shall be performed between 30 and 39 inches above standing grade. Workstations must be mobile and be accompanied by a rubbish container. All rubbish shall be immediately placed in the container as it is being generated. Cordless power tools are required unless the subcontractor can demonstrate a hardship or need to use tools with cords. All power cords must be elevated off the ground. Debris should not be consolidated on the ground or floor and must be disposed of immediately upon creation.
13. 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. Tower Cranes. Tower cranes will be available free of charge as coordinated between the Subcontractor and CM. The tower crane will be available for your use on overtime hours. All costs associated with your labor for overtime tower crane hoisting shall be carried by the Subcontractor. Subcontractor shall provide a breakout of costs for your premium time for the free use of the tower crane. When the tower crane does not have capability or capacity for a pick, Subcontractor will be responsible for hoisting. Reference tower crane drawing for reach and capacity. The CM will try to accommodate picks during standard working hours, but the priority of the tower crane usage is as follows:
 - Structure
 - Enclosure
 - Mechanical
 - Electrical
 - All others
 - j. Temporary construction hoists and/or Permanent Elevators will be available free of charge 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.
-

- i. 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.

14. 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.

15. 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 included. Removal of protection and placement of the protection in dumpsters on the ground floor is to be included in the Subcontractor's 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.
16. 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.
17. PARKING. The Subcontractor is responsible for their own parking and transportation for their employees.
18. 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.
19. 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.
20. 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.
21. 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 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. UK Cancer Center Parking Garage Scopes of Work
 - b. Portable Toilets
 - c. Site Fencing
 - d. Dumpsters
 - e. Survey Control Points

EXHIBIT B.2
TRADE CATEGORY SPECIFIC SCOPE
SCOPE CLARIFICATIONS, ALTERNATES, UNIT PRICES, ALLOWANCES, AND
CONTRACT BREAKDOWN

Trade Category 06B.8 Modular Casework
SEE ALSO EXHIBIT B.1 FOR BID SET SCOPE ITEMS

Provide labor, material, equipment, and all else necessary to furnish and install complete the Modular Casework Scope of Work as required by the contract documents and as outlined below.

1. SPECIFICATION SECTIONS:

The following specification sections are listed as the responsibility of the Subcontractor in defining its area of work on this project:

- Walsh Construction Bid Manual
- Division 00 – Procurement and Contracting Requirements
- Division 01 – General Requirements
- Division 02 – Existing Conditions (as applicable)
- Division 03 – Concrete (as applicable)
- Division 04 – Masonry (as applicable)
- Division 05 – Metals (as applicable)
- Division 06 – Wood, Plastics, and Composites
- 062023 – Interior Finish Carpentry
- 064116 – Plastic Laminate-Faced Architectural Cabinets
- Division 07 – Thermal and Moisture Protection
- Division 08 – Openings (as applicable)
- Division 09 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment (as applicable)
- Division 12 – Furnishings
- 123570 Healthcare Casework
- 123570.10 Modular Casework
- 123661.16 Solid-Surfacing Countertops
- Division 13 – Special Construction (as applicable)
- Division 14 – Conveying Equipment (as applicable)
- Division 20 – Mechanical (as applicable)
- Division 21 – Fire Suppression (as applicable)
- Division 22 – Plumbing (as applicable)
- Division 23 – Heating, Ventilating, and Air Conditioning (as applicable)
- Division 25 – Building Automation System (as applicable)
- Division 26 – Electrical (as applicable)
- Division 27 – Telecommunications (as applicable)
- Division 28 – Electronic Safety and Security (as applicable)

Appendix:

- Shielding Calculation Report Linear Accelerators dated 2/6/2024.....1 thru 20
- Shielding Calculation Report HRD Vault dated 6/9/2023.....1 thru 20
- Radiation Shielding Design Report (PET/CT, SPECT/CT, Hot Lab) date

Revised 7/30/2024.....	1 thru 8
Radiation Shielding Design Report (X-ray Imaging Rooms, Etc.)	1 thru 12
Medical Equipment Narrative.....	1 thru 4
Equipment Responsibility Matrix.....	1 thru 6
Medical Equipment Budget Summary.....	1 thru 2
Medical Equipment Excel Report	
Medical Equipment Site Specific Drawings	

Unless specifically indicated otherwise or excluded below, Subcontractor is responsible for the complete specification sections indicated above.

Division 01 of the Specifications are general in nature and apply to all Subcontracts. These sections are included "complete" as part of this Subcontract Agreement.

The Subcontractor is also responsible for trade specifications not specifically listed above but required by reference in the listed specifications or as required to perform the scope of work described herein, as well as the Bidding Requirements, Contracting Requirements, and the use of the Construction Documents as a whole.

2. ADDENDUMS, BULLETINS, OR INFORMATION LETTERS:

1. See Exhibit B.1 for Complete List of Addendums, Bulletins, or Information Letters.

3. REQUESTS FOR INFORMATION (RFI):

The following RFIs were issued prior to award of this Subcontract and the scope specifically referred to in the RFI or any scope that is reasonable inferable from these RFIs are included in this Subcontract Agreement:

1. See provided RFI log 's' associated with this Bid Package.

4. SMALL BUSINESS AND DBE SUBCONTRACTOR REQUIREMENTS:

1. No additional requirements other than those shown in Exhibit B.1 and in all other parts of the Contract.

5. LABOR AND MANPOWER:

1. No additional requirements other than those shown in Exhibit B.1 and in all other parts of the Contract.

6. UK HEALTHCARE SUSTAINABILITY and LEED REQUIREMENTS:

1. No additional requirements other than those shown in Exhibit B.1 and in all other parts of the Contract.

7. SCOPE CLARIFICATIONS-SCOPE SPECIFIC:

1. Subcontractor shall provide all delegated design, materials, labor, equipment, hoisting, and

-
- services required for a complete installation of the modular casework inclusive of all tops and splashes and accessories scope of work per project plan and specification.
2. Subcontractor shall furnish and install all necessary brackets as required per the Contract Documents. Subcontractor includes expedited procurement for any in-wall brackets and additional mobilization for installation of in-wall brackets during framing activities.
 3. Subcontractor shall complete fabrication, including assembly, to maximum extent possible before shipment to project site.
 4. Subcontractor shall install modular casework, plumb, true, and aligned with adjacent materials.
 5. Subcontractor shall provide any fillers, caps, clips, trim, closure pieces, hardware, scribed pieces, shims, miscellaneous materials, and any other pieces required for a proper and complete installation. All fasteners, clips, adhesives, anchors, supports, screws and hardware to provide a complete scope of work is included.
 6. Subcontractor shall install the modular casework according to the manufacturer's written instructions.
 7. Subcontractor shall furnish and install all wire-management grommets as required per the Contract Documents.
 8. Subcontractor shall provide sealant as required and seal all edges of casework, tops, and splashes.
 9. Subcontractor shall provide any in wall brackets required for their casework. Subcontractor to furnish and install any in wall brackets during in wall rough in prior to drywall installation.
 10. Subcontractor shall provide soffit panels scribed to ceiling per the documents.
 11. Subcontractor shall provide all solid surface tops, sinks, backsplashes, and side splashes where modular casework is provided.
 12. Subcontractor shall provide any aprons or removable panels that are incorporated as a component of the casework.
 13. Subcontractor shall provide any integrated accessories such as glove box holders or other brackets that are a permanently installed component of the work.
 14. Subcontractor shall furnish modular casework and any required fasteners or hardware for installation of casework to the Modular Exam Room Contractor at an off-site location to be determined.
 - a. Subcontractor shall clean, lubricate, and adjust hardware as required.
 - b. Subcontractor shall furnish and install all locks at drawer and cabinet locations called out to be secure. Lock types/keying shall be coordinated with UK.
 - 15.

8. 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. Onsite 3rd Party Material Testing & Inspections that will be performed by the Owner, all others will be by this Subcontractor.
2. Installation of Modular casework inside of modular exam rooms.
3. Furnishing and Installation of Non Modular casework to be completed by TC06A8.
4. Stainless steel casework (MCW-1) to be completed by stainless steel caseworker.
5. Stainless steel casework (MCW-3) to be completed by stainless steel caseworker.
6. Stainless steel tops (CNTP-1) to be completed by others.
7. Epoxy resin tops (CNTP-7) to be completed by others.

9. SAFETY:

1. No additional requirements other than those shown in Exhibit B.1 and in all other parts of the Contract.

10. QUALITY:

1. Subcontractor shall deliver modular casework materials only when environmental conditions comply with requirements specified for installation areas. If modular casework materials must be stored in other than installation areas, store only where environmental conditions comply with requirements specified for installation areas. Do not deliver or install interior finish carpentry materials until building is enclosed and weatherproof, wet-work in space is completed and nominally dry, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
2. Subcontractor shall coordinate and furnish modular casework for Patient Care Room mockups as required per the Contract Documents. Subcontractor includes expedited procurement for mockup.
3. Before installing modular casework, the Subcontractor shall condition materials to average prevailing humidity in installation areas for a minimum of 24 hours unless longer conditioning is recommended by the manufacturer.
4. Subcontractor shall inspect and verify in wall blocking, installed by others, is correct prior to drywall hanging.
5. Subcontractor is responsible for coordinating material orders to prevent material from being produced in different dye lots. Subcontractor to provide for any material storage as necessary to support this. No storage of materials will be provided on site.

11. SCHEDULE:

1. Subcontractor shall include mobilizations as required to comply with the project schedule and phased delivery of the project.
2. Subcontractor shall coordinate with Modular Exam Room Subcontractor for schedule of deliveries to modular exam room manufacturing site. Subcontractor shall assume delivery in a minimum of 3 shipments to the modular exam room fabrication site.

12. COORDINATION:

1. Subcontractor shall coordinate with interior Fit Out Drywall Subcontractor for all in wall backing and blocking requirements for modular casework.
2. Subcontractor shall coordinate with Modular Exam Room Subcontractor for all in wall backing and blocking requirements for modular casework in the modular exam rooms.
3. Subcontractor to coordinate with plumbing subcontractors for connections and holes in casework for plumbing connections. All cutouts in casework or solid surface to be provided by this subcontractor.
4. Subcontractor shall allow for pathways and raceways and other MEP services to run through their fabrications as required by the contract documents.
5. Subcontractor to coordinate with electrical subcontractors for connections and holes in casework for any electrical outlets that penetrate back or side splashes. All cutouts in casework or solid surface to be provided by this subcontractor.

13. PAY APPLICATION PROCESS AND COST ITEMS:

1. No additional requirements other than those shown in Exhibit B.1 and in all other parts of the Contract.

14. ALTERNATES, ALLOWANCES, and UNIT PRICES:

The following items are considered to be fully loaded including but not, but are not limited to, labor, burden, insurance, transportation costs, small tools, incidentals, escalation, overhead, profit, etc.:

1. N/a

15. 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.:

1. N/a



Prospective Bidders

Let the Walsh Group know if you would like to be a Qualified Prospective Bidder for the University of Kentucky Cancer and Advanced Ambulatory Building project.

All subcontractors interested in this project shall have the opportunity to submit qualifications. Applicants should complete the Qualification Process outlined below.

To Request a Qualification Form

Step 1: Email qualification@walshgroup.com with the project name UKHC Cancer Treatment Center, your company name, and the name and email address of the contact person completing the form.

Step 2: An online invitation will be directly sent to the designated contact person via Trade Tapp/Building Connected from our Risk Management team.

Step 3: Fill out the qualification form and click submit.

Qualification Process

- a. Prospective bidders shall submit the completed Qualification Form.
- b. The Qualification Form consists of questions relating to each of the following sections:
 - General Information
 - Projects/Performance
 - Financial Condition
 - Safety
 - Insurance/Bonding
 - Additional Requirements
- c. Upon receipt of the applicant's submitted Qualification Form, The Walsh Group Risk Management Team will verify that it is complete and begin the evaluation.*

***Submissions are deemed complete once all questions on the Qualification Form have been answered and all required documents are included. Only complete submissions will be evaluated. If not, you will receive a notification to make corrections.**

All supplemental documents requested within the Qualification Form are listed below. In order to ease the submittal process, have these documents available when filling out the form.

- Financial Statements for prior 2-3 years
- Work in Progress (WIP) Report
- Surety Letter
- EMR Verification Letter (prior 3 years)
- OSHA300A Logs (prior 3 years)
- Certificate of Insurance (COI)

For questions or more information regarding qualification, contact qualification@walshgroup.com.

**WALSH CONSTRUCTION
COMPANY II, LLC**
Contractor Controlled Insurance Program
(CCIP)

UK Health Cancer Center Project

Insurance Manual

This Manual is a contract document.

Version: 04/04/2024

WALSH CONSTRUCTION COMPANY II, LLC
UK HEALTH CANCER CENTER PROJECT
CONTRACTOR CONTROLLED INSURANCE PROGRAM

Insurance Manual

Walsh Construction Company II, LLC

Address: 110 State Street Lexington, Kentucky 40503

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Overview

Welcome to the Walsh UK Health Cancer Center Contractor Controlled Insurance Program (CCIP)

You should notify your insurer(s) to endorse your coverage to be excess and contingent over the CCIP coverage provided under this Program for on-site activities and the related costs.

Notice to Bidders

Each bidder is required to identify as an “add alternate” to their insurance costs for insurance coverage provided by the CCIP (Workers’ Compensation, General Liability and Excess Liability) using the Aon Form 1 – Insurance Cost Worksheet (Form 1) found in Section 7: Forms, and submit with their bid. Costs removed must include Workers’ Compensation, General Liability, Excess/Umbrella, and 15% for overhead and profit. If your Excess premium is flat rated, a formula to determine a cost is explained in Section 5: Subcontractor Responsibilities. All costs will be verified by the CCIP Administrator and removed from the Enrolled Party’s contract via an initial deductive change order. Walsh Construction Company II, LLC may modify this bidding and insurance cost identification process as necessary

NOTE:

Insurance coverages and limits provided under the CCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

OVERVIEW

About This Manual

Walsh Construction Company II, LLC is the **Sponsor** of this CCIP. Walsh Construction Company II, LLC and Aon Risk Solutions Central, Inc. (Aon) prepared the Insurance Manual. Aon is the **CCIP Administrator**. The manual is designed to identify, define and assign responsibilities for the administration of the CCIP for this project.

What This Manual Does

This Manual:

- Generally describes the structure of the CCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a *basic* description of CCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the CCIP

What this Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the CCIP, its administration or coverages to the appropriate party identified in the Project Directory, in Section 2.

Commercial General Liability Obligation

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require the Subcontractor and all Sub-Subcontractors to pay the first ten thousand (\$10,000) of each Commercial General Liability property damage and bodily injury loss, including court costs, attorneys' fees and costs of defense to the extent losses are covered under the CCIP Commercial General Liability policy for those losses that are attributable to Subcontractor's Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Subcontractor may be responsible ("subcontractor General Liability obligation"). This "General Liability Obligation" is not compensable by the CCIP Insurance Policies and must be paid within 5 days of the billing date.

Workers' Compensation Obligation

Safety on the Project Site is important to the Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, the Walsh Construction Company II, LLC will require the Subcontractor and all Sub-Subcontractors to pay the first five thousand (\$5,000) of each Workers' Compensation claim or loss, including expenses to the extent losses are covered under the CCIP Workers' Compensation, for claims from their employees. This "Workers' Compensation Obligation" is not compensable by the CCIP Insurance Policies and must be paid within 5 days of the billing date.

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

DISCLAIMER:

The information in this manual is intended to outline the CCIP. If any conflict exists between this manual and the CCIP insurance policies, the CCIP insurance policies will govern.

CCIP Project Directory

CCIP Administrator

Aon Risk Solutions Central, Inc.

4 Overlook Point
Lincolnshire, IL 60069
Construction Wrap-up Group

Account Specialist I (Subcontractor Contact) Eric Kalisz

Telephone: 800-364-0495 Ext. 6
Fax: 800-363-6695
E-mail: acs.construction@aon.com

Program Professional Matthew Lundine

Telephone: 312-381-4609
E-mail: matthew.lundine@aon.com

Insurance Carriers:

Workers' Compensation & Employers Liability [EL](Stop Gap):

Arch Indemnity Insurance Company

General Liability [GL]:

Arch Insurance Company

Excess - Underlying Coverage

\$5MM Excess GL & EL

Arch Insurance Company

\$10MM Excess Of \$5MM

Starr Indemnity & Liability Company

\$10MM Excess Of \$15MM

Berkshire Hathaway Specialty
Insurance

**\$25MM Excess Of \$25MM
Quota-Share**

Ascot Insurance Company / QBE
Insurance Corporation

\$25MM Excess Of \$50MM

Swiss Re Corporate Solutions America
Ins. Corp.

\$25MM Excess Of \$75MM

Liberty (The Ohio Casualty Insurance
Company)

O V E R V I E W

Sponsor of this CCIP

Walsh Construction Company II, LLC

**Senior Superintendent
Chris Deiss**

**Telephone: 312-931-7571
E-mail: cadeiss@walshgroup.com**

**Project CCIP Administrator
Chris Zarvas**

**Telephone: 909-486-6231
E-mail: czarvas@walshgroup.com**

**Senior Safety Manager
Tim Bogowith**

**Telephone: 725-270-0682
E-mail: tbogowith@walshgroup.com**

**Regional HSE Manager
Scott Mladic**

**Telephone: 312-613-1993
E-mail: smladic@walshgroup.com**

Project Definitions

The following list includes key CCIP definitions.

CCIP:	A “CCIP” or Contractor Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for Walsh Construction Company II, LLC - The UK Health Cancer Center Project and eligible Enrolled Parties performing Work at the Project Site.
CCIP ADMINISTRATOR:	Aon Risk Solutions Central, Inc. 4 Overlook Point Lincolnshire, IL 60069 Construction Wrap-up Group
CCIP INSURER:	The insurance company(s) named on a policy or Certificate of Insurance providing coverage for the CCIP.
CCIP SPONSOR:	Walsh Construction Company II, LLC
CERTIFICATE OF INSURANCE:	A document providing evidence of existing coverage for a particular insurance policy or policies.
CONTRACT:	A written or oral agreement between Walsh Construction Company II, LLC and any Subcontractor or a written or oral agreement between a Subcontractor and its Sub-Subcontractors of any tier.
CONTRACTOR:	An individual, partnership, joint venture, corporation, limited liability partnership, undertaking the performance of the work under the terms of the contract.
COST OF THE WORK	Cost of the Work is defined as total construction cost minus owner’s CCIP cost and fee.
ELIGIBLE PARTIES:	Parties performing labor or services at the Project Site who are eligible to enroll in the CCIP unless an Excluded Party.
ENROLLED PARTIES:	Those Eligible Parties who have submitted all necessary enrollment information as detailed in Section 5 and have

PROJECT DEFINITIONS

been accepted into the CCIP as evidenced by a Welcome Letter and Certificate of Insurance from the CCIP Administrator.

EXCLUDED PARTIES/EXCLUDED SUBCONTRACTORS:

At the discretion of Walsh Construction Company II, LLC, or subject to State regulations, the following parties will be excluded:

- (1) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (2) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (3) Vendors, suppliers, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site;
- (4) Subcontractors of all tiers who do not perform any actual labor on the Project Site;
- (5) Walsh Construction Company II, LLC may include or exclude any parties or entities not specifically identified in this manual at its sole discretion, even if otherwise eligible.
- (6) Mobile crane owners and/or operators whose sole scope of work involves the lifting or placement of materials or equipment for other Contractor/Subcontractors;
- (7) Contractor/Subcontractors whose sole scope of work includes blasting and/or demolition.

INDEMNIFIED PARTIES

Walsh Construction Company II, LLC
The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

PROJECT SITE OR PROJECT LOCATION:

Within the footprint of the project site as defined more fully in the contract documents and adjacent areas where incidental operations are performed, excluding permanent locations of any insured party.

PROJECT DEFINITIONS

SUBCONTRACTOR:	Those persons, firms, joint venture entities, corporation or other parties that have entered into a Contract with Walsh Construction Company II, LLC.
SUB-SUBCONTRACTOR:	Includes only those persons, firms, joint venture entities, corporation, or other parties that enter into a Contract with the Subcontractor to perform Work at the Project Site
SUBCONTRACTOR AND SUB-SUBCONTRACTOR INSURANCE COSTS:	The cost of insurance for a Subcontractor and its Sub-Subcontractors of all tiers to provide insurance coverage in form and limits as detailed in a Contract.
WELCOME LETTER:	A document issued by the CCIP Administrator, which confirms acceptance/enrollment of the applicant into the CCIP.
WORK:	Operations, as fully described in the Contract documents, performed at the Project Site.

CCIP Insurance Coverage

This chapter provides a brief description of the CCIP Coverage. Contractors should refer to the actual CCIP insurance policies for details concerning coverage, exclusions and limitations.

Excluded Parties

Excluded Parties are not granted any insurance coverage under the CCIP. At their effort and expense, **Excluded Parties** must meet the insurance requirements established in Section 4 and provide evidence of coverage to Walsh Construction Company II, LLC. Costs of insurance are to be included in the Subcontract amount.

Evidence of Coverage

Each Enrolled Party will be issued an individual Workers' Compensation policy provided by the CCIP primary insurer. The CCIP Administrator will provide a Certificate of Insurance evidencing Workers' Compensation, General Liability, and Excess liability to each Enrolled Party. Each will be added as an Additional Named Insured to the CCIP General Liability insurance policy. The Insurance Carrier will furnish other documents including claim forms, posting notices, etc., to each Enrolled Party. Copies of the General Liability policy will be available for review at Walsh Construction Company II, LLC upon request.

Disclaimer of Third Party Beneficiaries

Nothing contained herein is meant to confer any rights to any third parties. The provision of CCIP is meant for the protection of the Project and the Enrolled Parties, and is in no way intended for the benefit of the general public or any claimant against any insured party involved in the Project, enrolled or not enrolled.

Description of CCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Subcontractors should refer to the policies for actual terms, conditions, exclusions and limitations.

Walsh Construction Company II, LLC will furnish the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

CCIP INSURANCE COVERAGE

No coverages will continue past the date of substantial completion.

Workers' Compensation and Employer's Liability

Coverage: Statutory limits required by the Workers' Compensation laws of the State of Kentucky; along with Employer's Liability (Stop Gap) coverage.

Part One - Workers' Compensation:	Statutory Limit
Bodily Injury by Accident, each accident	\$ 1,000,000
Bodily Injury by Disease, each employee	\$ 1,000,000
Bodily Injury by Disease, policy limit	\$ 1,000,000

Enrolled Parties are to pay the first five thousand (\$5,000) of each Workers' Compensation claim or loss, including expenses.

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

- This coverage does **not** cover off-site operations. This coverage is primary for all occurrences at the Project Site for Enrolled Parties.

Commercial General Liability

Coverage: ISO Occurrence Form

	Limits of Liability <u>Shared by All Enrolled Parties</u>
General Aggregate	\$ 4,000,000
Products/Completed Operations Aggregate	\$ 4,000,000
Each Occurrence Limit	\$ 2,000,000
Personal/Advertising Injury	\$ 2,000,000

Enrolled Parties are to pay the first ten thousand (\$10,000) of each Commercial General Liability property damage and bodily injury loss, including court costs, attorneys' fees and costs of defense for those losses that are attributable to Enrolled Parties' Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Subcontractor may be responsible.

- This insurance is primary for all occurrences at the Project for Enrolled Parties.
- Defense costs are within the policy limits.
- This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, off-site fabricator, material dealer or other party for

CCIP INSURANCE COVERAGE

any product manufactured, assembled or otherwise worked upon away from the Project Site.

- This policy does not cover off-site operations of any Enrolled Party.
- Products & Completed Operations Extension beyond the substantial completion date of the Project with a single non-reinstated aggregate limit.
– For Ten (10) Years or the applicable Statue of Repose, whichever is less.
- A single General Liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds.
- Please refer to the actual policies for any limitations or exclusions.

Excess Liability

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 100,000,000
Products/Completed Operations Aggregate	\$ 100,000,000
Annual General Aggregate Limit	\$ 100,000,000

- This policy does **not** cover off-site operations.
- Defense costs are within the policy limits.
- Excess Coverage includes coverage over the Project Site’s Employer’s Liability and Commercial General Liability policies for Enrolled Parties.
- Products & Completed Operations Extension beyond the substantial completion date of the Project with a single non-reinstated aggregate limit.
– For Ten (10) Years or the applicable Statue of Repose, whichever is less.
- All Enrolled Parties will be named as Insureds.
- Please refer to the actual policies for any limitations or exclusions.

Subcontractor Required Coverage

All Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All Certificates of Insurance must be submitted to the CCIP Administrator prior to Mobilization.

- Subcontractors are required to maintain insurance coverage for the duration of the Contract that protects Walsh Construction Company II, LLC from liabilities. These liabilities may arise from the Subcontractor's operations performed away from the Project Site, from coverages not provided by the CCIP, or from operations performed by Excluded Parties. The CCIP places Subcontractors into one of two main categories: Enrolled Parties or Excluded Parties.

Enrolled Parties are to provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *off-site activities* and Automobile Liability and any other insurance as per the insurance specifications in the Contract. See Sections 2 for the definition of Enrolled Parties.

Excluded Parties must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the Contract for all activities including **both on-site** and *off-site* activities as per the insurance specifications in the Contract. See Sections 2 for the definition of Excluded Parties.

Verification of Required Coverages

Subcontractors shall provide verification of insurance to the CCIP Administrator prior to mobilization and within five (5) days of any renewal, change or replacement of coverage. A sample of an acceptable Certificate of Insurance is provided in Section 7. **Please note the requirements for thirty (30) days notice of cancellation, waiver of subrogation and Additional Insured status.**

The Certificate of Insurance must name Walsh Construction Company II, LLC, their respective officers, agents and employees, the Indemnified Parties and any other additional entities as Walsh Construction Company II, LLC may request as Additional Insureds on a primary, non-contributory basis, on all Liability policies.

SUBCONTRACTOR-REQUIRED COVERAGE

Subcontractors are responsible for monitoring their Sub-Subcontractor’s Certificates of Insurance. Walsh Construction Company II, LLC reserves the right to disapprove the use of Subcontractors and Sub-Subcontractors unable to meet the insurance requirements or who do not meet other Walsh Construction Company II, LLC contractual requirements.

The limits of liability shown for the insurance required of the Subcontractors and Sub-Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors for work performed under their Contract. Additionally, the limits of liability shown before can be satisfied through a combination of primary and excess coverage. However, the primary policy must be no less than \$1,000,000. However, this shall be the minimum limit, and the actual policy limit shall control when greater.

Subcontractor shall provide and require its sub-subcontractors to provide insurance with the following minimum per occurrence limits. Subcontractor policy limits, if greater, shall control over minimum limits required herein. The limits required by this endorsement are minimum requirements, and the actual limits of any Policy that exceed these minimums shall be considered the required limit.

Subcontractor Maintained Coverages

Workers’ Compensation and Employer’s Liability

Part One -Workers’ Compensation: Statutory Limit

Part Two -Employer’s Liability (Stop Gap):	Annual Limits:
Bodily Injury by Accident, each Accident:	Refer to Contract
Bodily Injury by Disease, each employee	Refer to Contract
Bodily Injury by Disease, policy limit:	Refer to Contract

- Coverage will apply away from the Project Site for Enrolled Parties. Coverage will apply on and off-site for Excluded parties.

Such Policy shall include a Blanket Waiver of Subrogation for those agreed to by written contract.

Walsh Construction Company II, LLC
The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

SUBCONTRACTOR-REQUIRED COVERAGE

Commercial General Liability

Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (“Occurrence Form”), including coverage from premises operations; independent contractors’ liability; products and completed operations; contractual liability; personal injury; and broad form property damage (including coverage for explosion, collapse, and underground hazards) with limits not less than the following:

	Enrolled Parties / Excluded Parties
Each Occurrence	Refer to Contract
General Aggregate	Refer to Contract
Products/Completed Operations Aggregate	Refer to Contract
Personal/Advertising Injury Aggregate	Refer to Contract

- Limits can be provided by a combination of a primary Commercial General Liability policy and Excess/Umbrella Liability policy.
- Coverage will apply away from the Project Site for Enrolled Parties.
- Coverage will apply on-site and off-site for Excluded Parties.
- All Parties shall maintain Products/Completed Operations Coverage for 10 years after contract completion.
- Enrolled Parties and Excluded Parties shall maintain a per project and per location aggregate.
- Such Policy shall include a Blanket Additional Insured endorsement as listed herein with respect to liability arising out of Subcontractor's work and Completed Operations, and a Blanket Waiver of Subrogation in favor of the Additional Insured's.

Additional Insured, this at minimum shall include:

Walsh Construction Company II, LLC

The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

- Additional Insured coverage under the General Liability policy shall be Insurance Services Office Forms CG 20 10 10 01 and CG 20 37 10 01, providing coverage for liability arising out of the Subcontractor's and its sub-subcontractor's ongoing and completed operations. Alternates to these forms must be negotiated prior to the start of Work and be accepted by Contractor. Any endorsement limiting coverage to “sole negligence” or “independent acts” are not acceptable. Subcontractor and its sub-subcontractors shall furnish copies of additional insured endorsements with each certificate of insurance submission.
 - Subcontractor shall be responsible for any deductible or self-insured retention with respect to coverage afforded Additional

SUBCONTRACTOR-REQUIRED COVERAGE

Insureds. Any self-insured retention shall be identified on the Certificate of Insurance, with the endorsement attached to the Certificate of Insurance.

- Any self-insured retention which applies to the Additional Insured by the language of the endorsement or which disclaims any obligation of defense of a claim against an Additional Insured shall be considered a breach of these requirements, regardless of whether it is objected to by the Contractor, and failure to object by the Contractor or Owner shall not be considered a waiver of these requirements.

- Other -Additional Insureds, as may be required by contract.
- Subcontractor waives any and all rights of subrogation against the Additional Insured's

Contractors Pollution Liability

	Enrolled Parties / Excluded Parties
Each Occurrence	Refer to Contract
Aggregate	Refer to Contract

Automobile Liability

Single limit bodily injury and property damage combined arising from the limit not less than the following Limits of Liability:

Each Occurrence: Refer to Contract

- Limits can be provided by a combination of a primary Commercial Automobile Liability policy and Excess/Umbrella Liability policy.
- Coverage will apply **on and off** the Project Site. The CCIP does **not** cover Automobile Liability.
- Contractual liability, if not provided in the policy form, is to be provided by endorsement.
- If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements and shall be endorsed to provide coverage for liability arising from release of pollutants (CA 9948 – Pollution Liability— Broadened Coverage for Covered Autos).

Such Policy shall include a Blanket Additional Insured endorsement as listed herein, and a Blanket Waiver of Subrogation in favor of the Additional Insured's.

Additional Insured, this at minimum shall include:

Walsh Construction Company II, LLC

The University of Kentucky, its affiliates and subsidiaries and their officers,

SUBCONTRACTOR-REQUIRED COVERAGE

agents, trustees and employees.

Others as required by Walsh Construction Company II, LLC
For all of the above their employees, officers and successors, directors,
agents, representatives, and consultants.

Professional Liability

	Enrolled Parties / Excluded Parties
Each Occurrence	Refer to Contract
Aggregate	Refer to Contract

Contractors Equipment Floater

Subcontractor shall maintain Contractors' Equipment Floater Insurance for owned or leased equipment and tools under its care, custody and control as required for the performance of Subcontractor's duties. The CCIP does not provide coverage for Contractor's Equipment.

Additional Insured and Waiver of Subrogation

Commercial General Liability, Automobile Liability, Excess / Umbrella Liability, Contractors Pollution Liability policies described above shall include the following as Additional Insured's, and have a waiver of subrogation:

(the spelling of these parties must be exactly correct)

Additional Insured, this at minimum shall include:

Walsh Construction Company II, LLC

The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees.

For all of the above their employees, officers and successors, directors, agents, representatives, and consultants.

The coverage afforded to the Additional Insured under these policies shall be primary and non-contributory insurance. If the Additional Insured has other insurance that is applicable to the loss, such other insurance shall be in excess to the Subcontractor's and Sub-Subcontractor's insurance.

Any others as required by contract.

A Blanket Additional Insured Endorsement shall be provided so that the coverage afforded to the Additional Insureds shall apply to "Ongoing Operations" and "Completed Operations-Hazards."

Subcontractor Responsibilities

Throughout the course of the Project, Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

The Subcontractors and Sub-Subcontractors are required to cooperate with Walsh Construction Company II, LLC and its CCIP Administrator in all aspects of CCIP operation and administration. The responsibilities of the Subcontractors and Sub-Subcontractors include, but are not limited to the following:

- Provide each Sub-Subcontractor with a copy of this Project Insurance Manual by including it in all subcontracts and incorporate this Manual into the subcontract.
- Identify the cost of insurance for CIP provided coverage (Workers' Compensation, General Liability and Excess/Umbrella Liability) by completing the **Aon Form 1 – Insurance Cost Worksheet** and submitting with bids.
- Enroll in the CCIP within 5 days of contracting or no less than 45 days before mobilization and assure each Subcontractor enrolls in the CCIP within 5 days of contracting or no less than 45 days before mobilization.
- Provide timely evidence of required insurance.
- Notify the CCIP Administrator and Walsh Construction Company II, LLC Project Manager of all Sub-Subcontracts awarded (first tier and subsequent tiers). Subcontractor shall cause all Sub-Subcontractors to submit a Notice of Award – NOA, Enrollment Form (Form-3) and Certificate of Insurance to the CCIP Administrator.
- Maintain and report monthly payroll records
- Cooperate with the CCIP Administrator's requests for information
- Comply with all insurance, claim and safety procedures
- Notify the CCIP Administrator immediately of any insurance cancellation or non-renewal of your own and Subcontractor-required insurance.
- Comply, and require all of its Subcontractors to comply with the CCIP Administrator's instructions to electronically enrolling in and reporting payroll on the AonWrap web-site.

SUBCONTRACTOR RESPONSIBILITIES

Subcontractor Bids

Walsh Construction Company II, LLC provides Workers' Compensation, General Liability and Excess Liability for all Enrolled Parties under the CCIP for Work performed at the Project Site.

Subcontractor Insurance Costs

The section below, "Identifying Insurance Costs," describes the procedures for bidding and further describes how each Eligible Party of all tiers insurance costs are determined. Section 7 of this Manual contains the necessary worksheets and instructions to help determine the Eligible Party's Insurance Costs. For assistance, please contact the CIP Administrator.

Identifying Insurance Costs

All Eligible Parties will identify their insurance costs as an "add alternate" using the Aon Form 1 – Insurance Cost Worksheet (Form 1) and submit with their bid. Costs removed must include costs for Workers' Compensation (WC), General Liability (GL), Excess/Umbrella and an overhead & profit percentage of 15%. The Costs of CCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of CCIP Coverages must include expected losses within any retained risk. The amount verified by CCIP Administrator will be removed through an initial deductive change order upon successful enrollment.

The Form 1 details the insurance costs for each Eligible Parties own insurance program, the estimated payroll in Kentucky reported payroll follows the guidelines of the Kentucky Department of Job and Family Services and the Federal Unemployment Tax Authority (FUTA) to determine reportable payroll. Gross Payroll, including premium pay for overtime and the projected contract amount (receipts). This information, along with the insurance documentation outlined below, is used by the CCIP Administrator to verify the adequacy of the submitted Subcontractor insurance cost.

Every Eligible Party is required to submit with its bid a completed Form 1 and copies of the following:

- Workers' Compensation Rate Page
- General Liability Rate Page
- Umbrella or Excess Rate Page
- Experience Mod Worksheet

The WC insurance costs will be calculated according to the rating pages on the policy based on the payroll incurred on the Project Site. All factors such as experience modifiers, credits, debits, taxes, surcharges, terrorism, and premium discount will be taken into account. (Please note that deductible credits will not be applied, as the CCIP provides first dollar coverage.)

SUBCONTRACTOR RESPONSIBILITIES

The GL insurance costs will be calculated according to your rates illustrated on the policy rating pages plus a loss rate (explained below) if your GL is on a large deductible program. (Please note that deductible credits will not be applied.)

The Verified Insurance Credit will be calculated by applying your fixed expense rates against the contract amount for work on the Project Site.

Composite Rated, Retro, SIR or Other Retention Programs (Loss-Sensitive programs).

The Verified Insurance Credit will be calculated by applying your fixed expense rates against the contract amount for work on the Project Site. A loss rate will also be calculated that will become a part of the Verified Insurance Credit. This will be calculated by taking five (5) years of your loss history and dividing it by the exposure basis during the five (5) year period. The losses should be capped at your current deductible, loss limit or retention. You must provide us with your first dollar losses so we can verify that the loss rate has been calculated correctly.

To calculate the Excess insurance costs multiply the fixed Excess rate on the policy by the exposure on the Project Site (payroll or receipts). If your Excess policy premium is not adjustable (flat premium), divide your Excess policy premium by the total exposure on your GL policy (payroll or receipts). Multiply this rate by the same exposure on the job site to determine the Excess insurance costs. Any other applicable taxes, surcharges and assessments should be applied as well.

EXAMPLE:

$$\frac{\text{Excess Policy}}{\text{GL Exposure (PR or Receipts)}} \times \text{Project Exposure}$$

When the Form 1 is completed incorrectly, or if scope has changed considerably after enrollment, the Enrolled Party will be asked to submit revised forms to the CCIP Administrator. The CCIP Administrator will also perform a recalculation based upon revised estimated exposures. A new Form 1 will be required if the estimated exposures on the NOA is different than the exposure on the Form 1.

The amount verified by CCIP Administrator will be removed through a deductive change order upon successful enrollment.

Note: Failure to submit any insurance forms as required by this manual or by contract may result in the withholding of payments until required documentation is received.

SUBCONTRACTOR RESPONSIBILITIES

Contract Modification / Change Order

All Contract modifications, including change orders, shall be priced by the Contractor and Subcontractors to **exclude** the cost of CCIP insurance coverages.

Enrollment

Upon successful award, each Subcontractor and Sub-Subcontractor shall provide details as necessary for CCIP enrollment in the Enrollment Form (Form-3). This form must be completed and submitted to the CCIP Administrator prior to mobilization in order to obtain coverage under the CCIP. The CCIP Administrator will provide access and instructions to on-line enrollment site www.aonwrap.aon.com.

Upon enrollment, the CCIP Administrator will issue to the Enrolled Party a Welcome Letter and a CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP. The insurance carrier will issue a separate Workers' Compensation policy to each Enrolled Party.

Note: Enrollment is not automatic!

Enrollment into the CCIP is required, but not automatic. Access to the Project Site will not be permitted until enrollment is complete. All Subcontractors and Sub-Subcontractors MUST complete the Enrollment Form and submit to the CCIP Administrator who will confirm complete enrollment into the CCIP. If a Subcontractor or Sub-Subcontractor obtains access to the site, with or without Walsh Construction Company II, LLC knowledge, the coverages provided under the CCIP will not be provided if Subcontractor is not enrolled.

Note:

Failure to submit any insurance forms as required by this Manual or by contract may result in the withholding of payments until required documentation is received.

Assignment of Premiums

Walsh Construction Company II, LLC pays the cost of the CCIP insurance coverage. All Enrolled Parties will assign, to Walsh Construction Company II, LLC, all adjustments, refunds, premium discounts, dividends, costs or any other monies due from the CCIP insurer(s). Enrolled Parties will assure that all the Enrolled Parties enrolled under them have executed such an assignment. The Enrollment Form supplied in Section 7 will be used for this purpose.

SUBCONTRACTOR RESPONSIBILITIES

Payroll Reports

By the 10th of each month, every Enrolled Party must submit on-line an Aon Form 4 – Payroll Report identifying man-hours and payroll for all work performed at the Project Site. This report shall classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification and included in the Enrollment Form.

Upon successful enrollment, the CCIP Administrator will provide directions for the Subcontractor to electronically submit the Aon Form 4 – Payroll Report on the AonWrap web-site at www.aonwrap.aon.com. Each Enrolled Party will receive a login & password to grant access to the website. A monthly payroll entry shall be completed for each individual subcontract.

NOTE: The Monthly Payroll Report should include payroll for all CCIP qualified employees, including on-site supervisors and on-site clerical personnel. In Kentucky reported payroll follows the guidelines of the Kentucky Department of Job and Family Services and the Federal Unemployment Tax Authority (FUTA) to determine reportable payroll.

A monthly payroll report must be submitted for each month, including “zero (0) payroll” for those months where no on-site labor was expended, until completion of the work under each Contract. For those Subcontractors performing Work under multiple Contracts, a **separate** Aon Form 4 – Payroll Report is required for **each** Contract.

Note:

Failure to submit the payroll report, along with any form as required by this manual or by contract may result in the withholding of payments until required documentation is received.

Change Order Procedures

Change order proposals shall be submitted in the same manner, with the Cost of CCIP Coverages excluded from the base change order price.

Insurance Company Payroll Audit

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the CCIP insurance carrier(s) or Walsh Construction Company II, LLC representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Closeout and Audit Procedures

Submit the **Notice of Work Completion** form (Aon Form 5) when a Subcontractor and/or Sub-Subcontractor have completed its Work at the Project Site and no longer has on-site workers. The Aon Form 5 – Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours. Electronically submit the Aon

SUBCONTRACTOR RESPONSIBILITIES

Form 5 – Notice of Work Completion on the AonWrap web-site at www.aonwrap.aon.com. Should the Subcontractor return to the Project Site and work, they will do so under their own insurance program. The Subcontractor must also provide the CCIP Administrator with a Certificate of Insurance evidencing their coverage as detailed in the Contract.

Walsh Construction Company II, LLC will not release final retention payment until all necessary forms have been submitted and accepted by the CCIP Administrator as well as all requirements of their Contract Agreement have been met.

CCIP Termination or Modification

Walsh Construction Company II, LLC may, for any reason, modify the CCIP Coverages, discontinue the CCIP, or request that Subcontractor withdraw from the CCIP upon thirty (30) days written notice. Upon such notice Subcontractor shall obtain and thereafter maintain during the performance of the Work, all ,or a portion thereof as specified by Walsh Construction Company II, LLC of the CCIP Coverages. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Walsh Construction Company II, LLC approval. The cost of the replacement coverage shall be at Walsh Construction Company II, LLC expense, but only to the extent of the applicable Costs of CCIP Coverages.

Drug-Free Workplace

Walsh Construction Company II, LLC is committed to providing a safe work environment for the health and well-being of its worksite. Walsh Construction Company II, LLC reserves the right to drug and alcohol test any worker involved in an employment-related incident or if there is a workplace injury.

Workers' Compensation, Return to Work Obligation

Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.

Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP.

Claim Procedures

This section describes basic procedures for reporting various types of Claims: Workers' Compensation, and General Liability.

Not part of CCIP - Builder's Risk and damage to the Project.

General Procedures

All parties are to report all injuries, occupational-related illnesses, property damage or any other incidents to the Project Safety Management immediately. All Parties will instruct employees and other personnel to report, in writing, within 24 hours **all** Accidents and Occurrences of any type to the Walsh Construction Company II, LLC Project Safety Management.

Immediately call the Project Safety Manager or Project Superintendent in the event of the following:

- Any injury that is deemed to be serious by reporting party
 - ✓ Injury to head
 - ✓ Possible injury to back or spinal cord
 - ✓ Unconscious employee
 - ✓ Fatality or loss of extremities
 - ✓ An ambulance is called to the site
- Any property damage with an estimate value over \$1,000

Investigation Assistance

All Parties will assist in the investigation of any incident involving injury to persons or property. All Enrolled Parties will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Workers' Compensation Claims

The main responsibility for any Party is first to see that the injured worker receives immediate medical care and you should immediately notify the Project Safety Management in the event of any injury or accident.

The Party's on-site personnel will follow these procedures if any employee is involved in an incident resulting in bodily injury:

1. Contact designated first aid/medical personnel and transport the injured party to the on-site first aid or medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project supervisor and Walsh Construction Company II, LLC Project Safety Management.
3. Employer must complete an Incident Investigation Report and First Report of Injury Form and return to Walsh Construction Company II, LLC Project Safety Manager and Insurance/CCIP Manager within 24 hours of employee's notice of incident. The Project Safety Manager will then report the incident to the Corporate Insurance Department within 24 hours of receipt.
4. Supply the injured party with a Medical Information Claim Folder which shall include a Doctor's Initial Report Form, Walsh Construction Company II, LLC modified alternate duty program, Position Description and a Medical Authorization Form which are to be returned by the Injured Party to Walsh Construction Company II, LLC Project Safety Management by the end of the business day.
5. All Enrolled Parties will provide for modified alternate duty based upon the work abilities given to the Injured Party from the treating physician.
 - Safety on the Project Site is important to Walsh Construction Company II, LLC. To encourage adherence to safe practices by all parties, Walsh Construction Company II, LLC will require Enrolled Subcontractor and its sub-Subcontractor(s) to provide a modified return to work program for any of its employees injured under Workers' Compensation as part of the CCIP program.
 - Failure to provide reasonable accommodations will result in a penalty assessment to the Subcontractor of \$2,500 weekly until such time as the injured worker is returned to work. This "Workers' Compensation Obligation" is not compensable by the CCIP
6. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an Injured Party to Walsh Construction Company II, LLC Project Safety Management.
7. No Injured Party will be allowed on a job site unless they have provided Walsh Construction Company II, LLC Project Safety Management with the proper return to work note, either full duty or modified duty.

General Liability Claims

All Parties must immediately report all incidents at the Project Site to Walsh Construction Company II, LLC Project Safety Management. As soon as the on-site personnel become aware of the incident, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities.
2. Immediately send all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the Walsh Construction Company II, LLC Project Safety Management immediately.

- A. Do not voluntarily admit liability.**
- B. Cooperate with Walsh Construction Company II, LLC and the CCIP insurer representatives in the accident investigation.**

Automobile Claims

No coverage is provided for Automobile accidents under the CCIP. It is the sole responsibility of each Party to report incidents involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project site must be reported to Walsh Construction Company II, LLC Project Safety Management. All Parties shall cooperate in the investigation of all automobile incidents.

Builder's Risk Claims

No coverage is provided for Builder's Risk accidents under the CCIP. It is the sole responsibility of each Party to these report incidents.

All Builder's Risk accidents must be reported to Walsh Construction Company II, LLC Project Safety Management. All Parties shall cooperate in the investigation of all Builder's claims.

Forms

Section

7

This section contains the forms needed for administration of the CCIP.

Aon Form 1	Insurance Cost Worksheet
NOA	Notice of Award (<i>Example Only – completed on-line.</i>)
Aon Form 3	Enrollment Form
Aon Form 4	Payroll Report (<i>Example Only – reported on-line.</i>)
Aon Form 5	Notice of Work Completion (<i>Example Only – reported on-line.</i>)
Exhibit 1	Sample Certificate of Insurance for Enrolled Parties
Exhibit 2	Sample Certificate of Insurance for Excluded Parties

Note: For assistance in completing these forms, please contact:

CCIP Administrator – Eric Kalisz
 Aon Risk Solutions Central, Inc. - Illinois Division
 4 Overlook Point
 Lincolnshire, IL 60069
 Construction Wrap-up Group
 Telephone: 800-364-0495 Ext. 6
 E-mail: acs.construction@aon.com

Please show the project name and client number (Walsh UK Health Cancer Center / #----) and then any other information in the subject line when sending emails to acs.construction@aon.com.

Example: [Walsh UK Health Cancer Center / #-----/ Marcus Roofing / COI](#)

NOTE: Forms and Certificate of Insurance (COI) can be downloaded directly in AonWrap. Contact Eric Kalisz for assistance with downloading the COI directly in AonWrap.



INSURANCE COST WORKSHEET (Fixed Price Type Contracts)

**Walsh Construction Company II, LLC
UK Health Cancer Center**

A. Contractor Information: Federal ID # or Soc. Sec. #: 1

Company Name & dba: <u>2</u> Address: _____ City, State, Zip Code: _____ Telephone: _____ Fax: _____ Email Address: _____	Contact Information (address questions to...) _____ _____ _____ _____ _____
--	--

B. Bid Information: Bid Package 1

Description of Work: 2

Proposed Contract Price \$: 3 Are you Submitting a bid to Walsh Construction Company II: 5 Yes No

Amount of Self Performed Work \$: 4 If No, identify to whom: 6

C. Workers' Compensation Insurance Information for Work Described Above: ^(a) (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll	g WC Premium (Payroll * Rate / 100)																	
1																							
Totals				<u>2</u>	<u>3</u>	<u>4</u>																	
Identify the Amount of Your Claim Retention <u>5</u>			Your Company's Workers' Compensation Experience Modifier: <u>6</u>																				
Employers Liability Rate: <u>8</u>			Modified Premium (line C4 x C6): <u>7</u>																				
			Employers Liability Premium: <u>9</u>																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">10 Modification & Discount Premium Factors</th> <th>11 Rate</th> <th>12 Amount</th> </tr> <tr> <td>MOD 1:</td> <td>+ OR -</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>MOD 2:</td> <td>+ OR -</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>MOD 3:</td> <td>+ OR -</td> <td>_____</td> <td>_____</td> </tr> </table>				10 Modification & Discount Premium Factors		11 Rate	12 Amount	MOD 1:	+ OR -	_____	_____	MOD 2:	+ OR -	_____	_____	MOD 3:	+ OR -	_____	_____	Total Modification Amount (Total of all amounts entered in column C12): <u>13</u>			
10 Modification & Discount Premium Factors		11 Rate	12 Amount																				
MOD 1:	+ OR -	_____	_____																				
MOD 2:	+ OR -	_____	_____																				
MOD 3:	+ OR -	_____	_____																				
				Total Workers' Compensation Premium (line C7 + C9 + C13): <u>14</u>																			

D. General Liability: ^(a) Rate: 1 Based On: 2 Rate factor: 3 Identify the Amount of Your Claim Retention: 4

Total Payroll (C3) Per 100
 Contract Price (B3) Per 1,000
 Other _____

GL Premium (D2 x D1 + D3): 5

Excess/Umbri Liab: ^(a) Rate: 6 Based On: 7 Rate factor: 8

Total Payroll (C3) Per 100
 Contract Price (B3) Per 1,000
 Other _____

Excess/Umbri Premium (D7 x D6 + D8): 9

E. Builder's Risk/Installation Floater: ^(f) Rate: 1 Rate factor: 2 Builder's Risk/Installation Floater Premium (B3 x E1 + E2): 3

Per 100
 Per 1,000

F. Other Insurance Premiums: ^(f) (Enter total premium costs identified on page 2) 1

G. Totals

Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1): 1

Overhead & Profit on Insurance Prem. %: 2 Refer to contract for % O/H & Profit Amount (G1 x G2): 3

Total Initial Insurance Cost (Total of lines G1 + G3): 4

Contractor's Initial Insurance Cost Rate: 5

H. Signature Block : I verify the information presented above and attachments are correct.

Name: _____ Date: _____
 (please print)

Title: _____ Signature: _____

Completion of this form is a required part of your bid/contract. Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.

- (a) Please provide copies of the following documents to support your insurance cost calculations:
- | | |
|--|--|
| <input checked="" type="checkbox"/> Schedule of Values | <input checked="" type="checkbox"/> General Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Workers' Compensation declaration and rate pages | <input checked="" type="checkbox"/> Umbrella/Excess Liability declaration and rate pages |
| <input checked="" type="checkbox"/> Experience Modification worksheet | <input checked="" type="checkbox"/> May need to provide 5 years actual loss experience and exposure depending on claim retention. Check the insurance manual |

Email to: Eric Kalisz
Acs.construction@aon.com

Phone: 800-364-0495 Ext. 6

 NOA	NOTICE OF AWARD	Walsh Construction Company II UK Health Cancer Center
Sponsor Name		
Client #		
Project Name		
Subcontract To:		
Contract Type (Select One)	<input type="checkbox"/> Bid <input type="checkbox"/> Enrolled <input type="checkbox"/> Excluded	
Company Name		
Federal ID		
Company Address, City, State, Zip Code		
Company Telephone		
Contact Name		
Contact Address, City, State, Zip Code		
Contact Telephone		
Contact Email		
Contract #		
Trade		
Work Description		
COI Requirements		
Contract (Total) Amount	\$	
Self-Performed Amount	\$	
Start Date (on site)	Click or tap to enter a date.	
Estimated Completion Date	Click or tap to enter a date.	
Comments		
Email to		
Email	ACS.construction@aon.com	
Phone		

Examine your current Workers Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. ***** NOTICE ***** Enrollment is not automatic and requires the satisfactory completion of the Aon Form-3. Any other requirements can be found in the Insurance Manual.

A. Contractor Information: Federal ID # or Soc. Sec. #: 1

▼ Business Information (headquarters)
▼ Contact Information (address questions to..)

Company Name & dba: 2

Contact Name & Title: 3

Address: _____

City, State Zip Code: _____

Telephone: _____

Fax: _____

E.mail Address: _____

Indicate your Organization's Structure: 4 Corporation Partnership S-Corporation
 Joint Venture Sole Proprietor Other _____

B. Contract Information: Contract No.: 1

Date Contract Awarded: 2

Description of Work: 3

Proposed Contract Price \$: 4 Are you Submitting a bid to Walsh Construction Company II: 6 Yes No

Amount of Self Performed Work \$: 5 If No, identify to whom: 7

Start Date: 8 Actual Estimated Completion Date: 9 Actual Estimated

C. Contacts: (Complete if Applicable)

Position	1 Name & Title	2 Phone	3 Fax	4 Email address
Project Mngr:				
Res. Engineer:				
Insurance:				
Contract Admin:				
Payroll:				
Claims:				
Safety Rep:				

Provide Location of payroll records if different than Corporate address: 5 Phone: _____
 City, State, Zip Code: _____ Fax: _____

D. Workers Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Man-hours	e Payroll
<u>1</u>				
Totals			<u>2</u>	<u>3</u>

E. Provide your current Off-Site Workers Compensation Information: (for each state you will perform work in)

Applicable State	Risk ID Number	Rating Bureau	Anniversary Rating Date
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>

Your WC Insurance Carrier: 5

Policy #: 6 Effective Date: 7 Expiration Date: 8



On-Site Payroll Report - Form 4
Numbers reference attached instructions

Walsh Construction Company II, LLC
UK Health Cancer Center

Complete a Separate Form for Each Contract with Walsh Construction Company II, LLC.
Your report is due to the Aon Insurance Administrator, identified below, no later than the 10th day of the succeeding month.
Complete this report even though no work was performed; enter zero (0) for the Reportable Payroll.
Delay in providing this report may result in payments being withheld.

A. REPORT IDENTIFICATION

Period Beginning: ¹ _____ Period Ending: ² _____ Year: ³ _____
 Subcontractor: ⁴ _____
 Under Contract with: ⁵ _____
 Contract #: ⁶ _____

B. ACTIVITY REPORT

a State	b Workers' Compensation Class Code	c Work Description	d Man-Hours	e Gross Payroll	f Reportable Payroll *
1					
TOTALS:			²	³	⁴

* Do not include premium (excess) overtime wages, use straight time wage rates only. You must also comply with all rules set forth by the Workers' Compensation Bureau in the state in which the work is performed.

C. ADDITIONAL DATA REQUIREMENTS :

1. _____
 2. _____
 3. _____

D. Signature Block : I verify the information presented above and attachments are correct:

Name: _____ Date: _____
 (please print)
 Title: _____ Signature: _____

CHECK IF THIS IS YOUR LAST PAYROLL REPORT. COMPLETE AN AON FORM-5 "NOTICE OF WORK COMPLETION" AND INCLUDE WITH THIS PAYROLL REPORT.

Note: Information **must be submitted on-line** at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.



On-Site Payroll Report - Form 4
INSTRUCTIONS

Walsh Construction Company II, LLC
UK Health Cancer Center

Page 2 of

2

The Subcontractor and every Subcontractor of any tier performing work at the Project Site for each Contract awarded must complete this form each month. The Subcontractor/Sub-Subcontractor must attach the completed report to their monthly pay request in order to receive interim payment. Subcontractors will be responsible for the submission of this form by their Subcontractors. Aon Risk Solutions can forward a supply of these forms to your company upon request.

A. Report Identification

- 1 Fill in the month and day for the beginning of the period you are reporting on.
- 2 Fill in the month and day for the ending of the period you are reporting on.
- 3 Fill in the year that applies to the reporting period.
- 4 Enter the name of your firm.
- 5 If you are a Sub-Subcontractor, identify the name of the firm you are contracted to. If you are a Subcontractor enter N/A
- 6 Provide your Contract Number

B. Activity Report

- 1 For each Workers' Compensation Class Code that applies to work performed during the reporting period, provide the following information:
 - a Identify the state in which the work was performed.
 - b Identify the Workers' Compensation Class Code that applies to the work performed during the period. (Most states use a four digit No.)
 - c Provide a brief description of the work by class code.
 - d Identify the number of Man-hours worked by your employees for each applicable class code.
 - e Provide the Gross Payroll paid to your employees. This should include overtime pay and vacation pay.
 - f Determine the Reportable Payroll. Reportable Payroll does not include the premium portion of any overtime pay (i.e. 45 hours X \$10.00/hr = 450.00 *do not include the premium overtime pay of \$5.00 for the 5 hours of overtime*)
- 2 Total the Man-hours provided on the payroll report.
- 3 Total the Gross Payroll provided.
- 4 Total the Reportable Payroll.

c. Additional Data Requirements: If questions are listed in this section of the form, they are unique to this project. Please refer to the Insurance Manual.

d. **Signature Block:** This form must be signed by a representative of your company with the authority to Verify the information is correct.

Note: Information must be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.



Notice of Work Completion - Form 5
Numbers reference attached instructions

Walsh Construction Company II, LLC
 UK Health Cancer Center

A. General Information

Subcontractor: 1 _____

Under Contract with: 2 _____

Contract #: 3 _____

4 _____

Description of Work Performed: _____

5 _____

Date Work Completed: _____

6 _____

Date this Contract Completed: _____

B. Work Completion

The following Subcontractors have completed their Work at the Project Site:
 (Add attachment if more space is needed)

a Subcontractor's Name	b Contract Number	c Description of Work	d Date Completed
1			

Location of your payroll records (Receipt of this form will initiate the payroll audit process):

Address: 2 _____

City, State, Zip Code: _____

Contact/Phone #: _____

C. Signature Block

The undersigned acknowledges request for termination of Coverage under the CIP as of the date indicated above for the specified Contract. Should we return to the work Site, we will be working under our own insurance program and must provide *Walsh Construction Company II, LLC* with a Certificate of Insurance showing our own Coverage as detailed in our contract.

SIGNED BY: 1 _____
Name & Title Date

APPROVED BY: 2 _____
Project Manager (Name & Title) Date

Note: Information must be submitted on-line at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

This form will be completed and returned to the CIP Administrator by the Subcontractor or Sub-Subcontractor whenever work is completed for each Contract or Subcontract. This form will initiate the final payroll audit process for the Subcontractor/Sub-Subcontractor identified in item 1. Final Payments and Release of Retainage will not occur until all payroll work is complete and finalized.

A. General Information

- 1 Provide the name of the Subcontractor completing their work.
- 2 Provide the name of the Entity this Subcontractor has a contract with.
- 3 Enter the contract number for the work being completed.
- 4 Provide a brief description of the work being completed.
- 5 Provide the Date the Work was completed.
- 6 Provide the Date the Contract was completed, if other the work completion date.

B. Work Completion

- 1a Enter the name of each Subcontractor that performed work for you that has also completed their work.
- b Enter Subcontractors Contract Number.
- c Provide a brief description of their work.
- d Provide the Date they completed their work.
- 2 Identify the physical location of where your payroll records are retained. Provide the Address, City, State, Zip Code, Contact Name and Telephone Number of the person responsible for maintaining the payroll information for audit purposes.

C. Signature Block

- 1 This form must be signed by a representative of your company with the authority to Verify that the information is correct.
- 2 Have this form approved by the Construction Manager for the Project Site.

Note: Information **must be submitted on-line** at www.aonwrap.aon.com. Please contact your Administration Staff to obtain a user ID and Password.

EXHIBIT 1 – Sample Enrolled Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provision or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent's Name & Address	Contact Name:	
	Phone (A/C, No, Ext)	FAX (A/C, No)
	E-Mail Address	
	INSURER (S) AFFORDING COVERAGE	
INSURED Contractor or Subcontractor's Name & Address	INSURER A: INSURANCE CARRIER NAME	
	INSURER B: INSURANCE CARRIER NAME	
	INSURER C: INSURANCE CARRIER NAME	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NO.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIAB LITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC JECT <input type="checkbox"/> OTHER	Y	Y	REFER TO CONTRACT FOR REQUIRED LIMITS. For Off-Site Only			EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV NJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS – COMP/OP AGG	\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> H RED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	For On and Off-Site			COMB NED S NGLE L MIT (Ea accident)	\$2,000,000	
							BOD LY INJURY (Per person)	\$	
							BOD LY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			REFER TO CONTRACT FOR REQUIRED LIMITS. For Off-Site Only			EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS' COMPENSATION AND EMPLOYER'S LIAB LITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (MANDATORY IN NH) <input type="checkbox"/> IF YES, DESCR BE UNDER DESCRIPTION OF OPERATIONS below OTHER:		Y	For On and Off-Site			PER STATUE	OT-H ER	
							E.L. EACH ACCIDENT		\$1,000,000
							E.L. DISEASE-EA EMPLOYEE		\$1,000,000
							E.L. DISEASE-POLICY LIMIT		\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be used if more space is required) RE: Work performed at the Walsh Construction Company II, LLC UK Health Cancer Center Project, The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees and any additional entities as Walsh Construction Company II, LLC may request from time to time are Additional Insureds on a Primary and Non-contributing basis on the General Liability, Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation applies to all policies. General Liability and Workers' Compensation coverage applies only to operations away from the Project Site. Additional Insured endorsements for the General Liability policy must be attached. Excess Liability follows form over underlying policies.

CERTIFICATE HOLDER Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069 acs.construction@aon.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provision or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agent's Name & Address	Contact Name: Phone (A/C, No, Ext) FAX (A/C, No) E-Mail Address																		
INSURED Contractor or Subcontractor's Name & Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER (S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td style="text-align: center;">INSURANCE CARRIER NAME</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td style="text-align: center;">INSURANCE CARRIER NAME</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td style="text-align: center;">INSURANCE CARRIER NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURER (S) AFFORDING COVERAGE		NAIC #	INSURER A:	INSURANCE CARRIER NAME		INSURER B:	INSURANCE CARRIER NAME		INSURER C:	INSURANCE CARRIER NAME		INSURER D:			INSURER E:		
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INSURER C:	INSURANCE CARRIER NAME																		
INSURER D:																			
INSURER E:																			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NO.	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIAB LITY <input checked="" type="checkbox"/> COMMERCIAL GEN. LIAB LITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> _____ <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	REFER TO CONTRACT FOR REQUIRED LIMITS. FOR ON AND OFF-SITE			EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV NJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS – COMP/OP AGG	\$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	FOR ON AND OFF-SITE			COMB NED S NGL E L MIT (Ea accident)	\$2,000,000	
							BOD LY INJURY (Per person)	\$	
							BOD LY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			REFER TO CONTRACT FOR REQUIRED LIMITS.			EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (MANDATORY IN NH) <input type="checkbox"/> IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS below		Y	FOR ON AND OFF-SITE			PER STATUTE	OTHER	
							E.L. EACH ACCIDENT		\$1,000,000
							E.L. DISEASE-EA EMPLOYEE		\$1,000,000
							E.L. DISEASE-POLICY LIMIT		\$1,000,000
	OTHER:								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be used if more space is required) RE: Work performed at the Walsh Construction Company II, LLC UK Health Cancer Center Project, The University of Kentucky, its affiliates and subsidiaries and their officers, agents, trustees and employees and any additional entities as Walsh Construction Company II, LLC may request from time to time are Additional Insureds on a Primary and Non-contributing basis on the General Liability, Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation applies to all policies. Additional Insured endorsements for the General Liability policy must be attached. Excess Liability follows form over underlying policies.

CERTIFICATE HOLDER Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069 acs.construction@aon.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



PROJECT NAME: Ambulatory Facility – UKHC Cancer Treatment Center / Advanced Ambulatory Center	
Contract Number:	Walsh Project Number: 223026
Project Owner: University of Kentucky	
Project Senior PM: Chris Zarvas	
Project Executive: Eric Radloff	
Project Senior Superintendent: Chris Deiss	
VERSION No.: 01	DATE: 04/22/2023
Project Description:	
<p>The documentation that follows outlines the Site Specific Safety Plan for the University of Kentucky’s proposed Cancer Treatment Center and Advanced Ambulatory Center. Located along South Limestone across from Chandler Hospital’s Pavilion A, the building will be a state-of-the-art facility providing cancer care and research to treat patients across Kentucky. The full scope of the program is combined in 4 project parts: Upgrades to Elizabeth Street and roadways on the west side of the medical campus, Site and Utility upgrades, a 2,400-space parking structure, and a 9 level (including a mechanical penthouse) 563,475 GSF Cancer Treatment Center (CTC) and Advanced Ambulatory Center (AAC). The CTC AAC serves both inpatients and outpatients with the lower 3 floors capable of treating inpatients. The program includes Radiation Medicine, Imaging Services, Lab, Cancer Urgent Care, an Ambulatory Surgery Center, various cancer and not cancer clinics, infusion, and women’s cancer services. A divided sky bridge connection will connect to Pavilion A, primarily for the movement of families, visitors, ambulatory patients, and staff. A thermal utility tunnel will extend under Limestone with thermal utilities connecting back to Pav A’s network. The site design provides generous, welcoming landscape space to create a distinctive healing environment.</p>	

APPROVALS

HSE Manager II
Tim Bogowith

Signature

Date: Click or tap to enter a date.

Director of HSE
Johel Woodliff
The Walsh Group

Signature

Date:

Senior Director of EHS
Scott Mladic
The Walsh Group

Signature

Date: Click or tap to enter a date.

Senior Superintendent
Chris Deiss
The Walsh Group

Signature

Date: Click or tap to enter a date.

Project Executive
Chris Zarvas
The Walsh Group

Signature

Date: Click or tap to enter a date.

Project Executive
Eric Radloff
The Walsh Group

Signature

Date: Click or tap to enter a date.

Operations Manager
Tony Galullo
National Healthcare Division
The Walsh Group

Signature

Date

Policy Statement for Walsh Construction

It is the policy of Walsh Construction to provide a work environment free from unacceptable risks to health and safety. All employees and subcontractors are expected to help strive for this environment in every facet of their work.

Management personnel, site superintendents and foremen will be constantly alert for unsafe acts and conditions. If any unsafe acts or conditions are discovered, corrective action shall be taken with minimal delay. If, in the meantime, any employees are in imminent danger of physical harm, the responsible manager or superintendent is expected to suspend the hazardous operation until corrective action can be completed.

It is expected that all Walsh Construction employees and subcontractors will perform their work assignments in compliance with this policy and will report infractions to their supervisors. No one is expected to (nor will be allowed to) work in an environment where an unacceptable risk exists.

This policy has been designed for the welfare and safety of all Walsh Construction employees and subcontractors to protect life, health, and property. It incorporates the applicable provisions of the Occupational Safety and Health Act (OSHA) of 1970, as amended, as well as relevant state laws governing employee health and safety.

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1.0 INTRODUCTION

1.1 PROJECT COMMITMENT TO HEALTH AND SAFETY

- Provide safe and healthy working conditions for all Walsh and Subcontractor Employees and any other site personnel or visitors.
- Provide adequate protection for the public, and for others who may be exposed to, or associated with WALSH construction operations. Should WALSH or Subcontractor identify a potential public exposure, it must be addressed, evaluated, and resolved via a Job Hazard Analysis (JHA) or a Task Hazard Analysis (THA), or equivalent, for the duration of work.
- Eliminate injuries to personnel, occupational illnesses, and equipment and property damage.
- Follow the SSSP, OSHA guidelines and employer safety and health rules, deferring to the most stringent rule.

1.2 ROLES AND RESPONSIBILITIES

Project Manager:

The Project Manager and the Project Executives are responsible to challenge leadership for continuous improvement, demonstrate commitment and communicate safety expectations for all subcontractors performing work and adhere to the WALSH SSSP.

Superintendent:

The Superintendent has the full responsibility to implement, direct and enforce the HSE program on the project. The Superintendent shall actively support the HSE program by being an example to subordinates through discussions, actions, and directives. Has the responsibility and duty to enforce the observance of all safety rules and regulations by all persons entering or connected with the project. Authorize necessary immediate action to correct substandard safety conditions existing on the project when they are reported or observed. Conduct periodic safety inspections of the job sites and implement necessary corrective action to eliminate all unsafe acts and/or conditions observed. Record observations of inspection and the corrective action implemented in compliance with the reporting and recordkeeping procedures of the HSE program.

Project Safety Professional:

The Safety Professional shall work directly with the Project Manager under direct-line authority to the Regional Safety Manager. It shall be the duties of the Safety Professional to assist with inspections, incident investigations, safety meetings, and the overall implementation of the projects HSE program.

Walsh and Subcontractor Integrated Safety Team:

The WALSH and Subcontractor Integrated Safety Team will address unsafe work conditions which may be noted through inspections. The Integrated Safety Team will require subcontractors and employees to comply with OSHA and the WALSH SSSP.

Foreman/Crew Leader:

The Supervisor or Crew Leader shall be held responsible for implementing and enforcing the HSE program throughout their areas of responsibility. They shall be held accountable for the overall safety of the employees under their supervision. The Supervisor or Crew Leader shall set a good example by complying with the HSE programs, performing all duties in a safe manner, and shall:

1. Be knowledgeable of the HSE program and any applicable federal or state regulations and capably implement them in the work environment.
2. Be knowledgeable of proper safety practices that pertain to the type of work to be performed and the environment in which it is to be performed.
3. Be capable of identifying an unsafe condition and implement immediate corrective action.
4. Ensure that PPE is available and utilized by the employees to perform their duties.
5. Ensure that there are first aid supplies immediately available, that there is someone within the crew who is trained in first aid and there is a means of communication to obtain professional emergency response personnel if needed.
6. Investigate all incidents, complete the necessary paperwork in a timely manner and submit it to the proper personnel for review and disposition.

Employees:

Despite every effort made by the company the basic responsibility for employee health and safety rests with the individual. It is a condition of employment for all employees to conduct their work in a safe and healthy manner. Each employee shall work in accordance with good safety practices as directed by federal, state, and local laws, codes, and standards, as well as any instructions pertaining to a specific operation/job. Report all unsafe conditions or acts, injuries, illness, near miss, or property damage to their immediate supervisor. Refrain from any unsafe acts that may endanger themselves or others. Utilize PPE as required and maintain it in a serviceable condition. No employee permitted to use or transport intoxicants nor be under the influence of any illegal substance on a job site or during working hours.

2.0 EMERGENCY ACTION PLAN

This emergency response plan has been developed so employees understand what to do and /or can be evacuated from the job site if a terrorist act, natural disaster, hazardous spill, or fire occurs on the project.

2.1 PRE-EMERGENCY ACTION PLAN

During their orientation, all employees shall be notified of the different types of emergencies that could occur at the project. All employees will be told where to meet when the "Emergency Alarm" is sounded to warn them of an event.

- Personnel Role: All employees working on the site when the warning is sounded shall assemble near the designated muster points or areas of designated shelter.
- The lines of authority include the Project Owner, Walsh Field Staff, Facility Safety, and others, as required.
- An emergency warning system will be used to communicate an evacuation and return to work.
- Subcontractors shall meet with their supervisors, for a headcount, near the muster point, and at that time be given instructions concerning the emergency.
- Each Subcontractor and Walsh has certified First Aid and CPR (Cardiopulmonary Resuscitation) qualified people. If it is necessary, employees and others shall be transported to the nearest medical facility ASAP.

The jobsite office address is: (will be updated when address is established)

Walsh Construction Company
Attn: UK Project
929 West Adams Street
Chicago, IL 60607

All incidents are to be reported to a supervisor immediately. An occupational clinic has been established for anticipated non-life-threatening emergencies.

Non-Emergency Clinic:

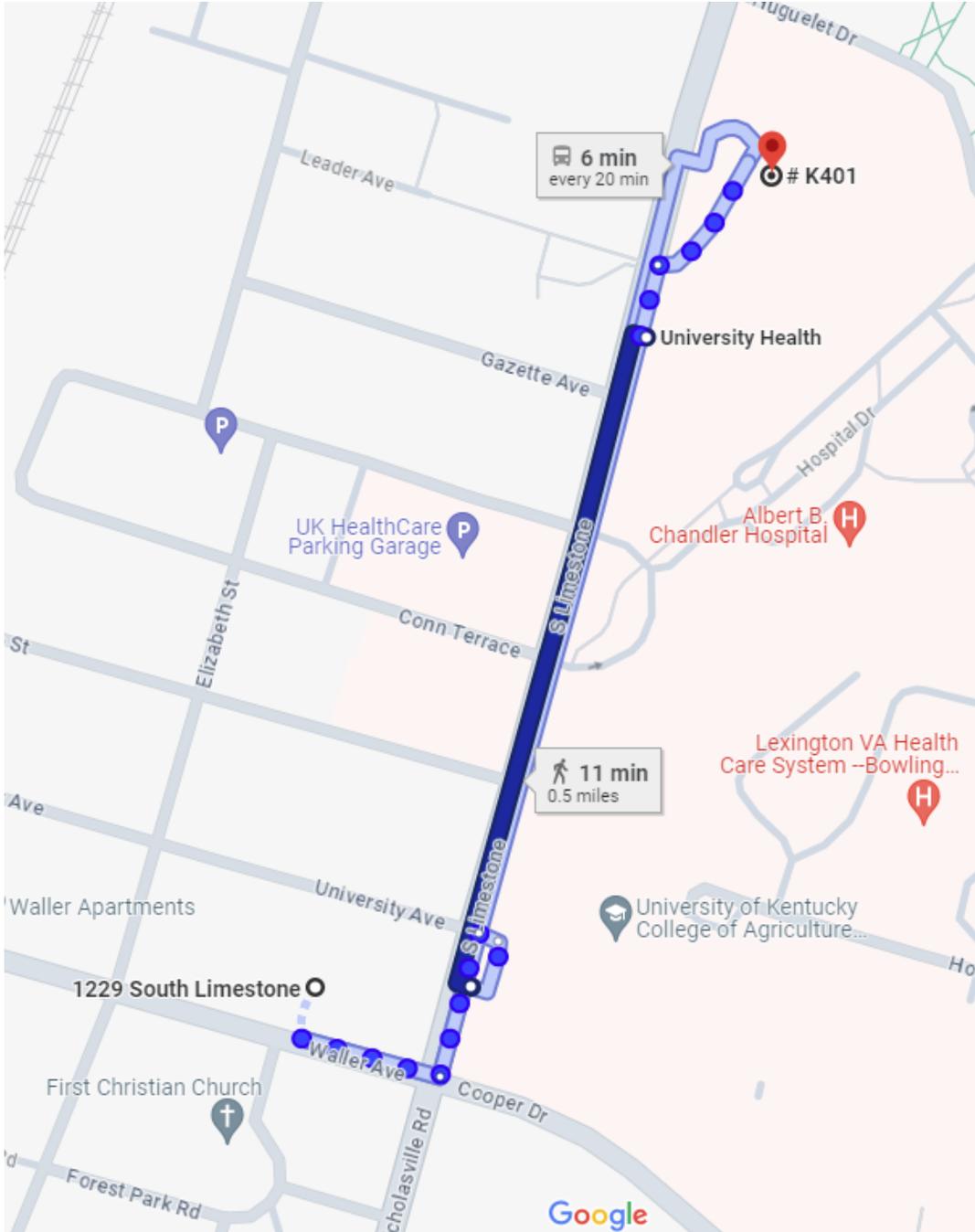
UK HealthCare
740 S Limestone
Lexington, KY 40536
(859) 257-8562
Monday - Friday 7:30 AM – 5:00 PM

Hospital:

Albert B. Chandler (UK) Hospital
1000 S. Limestone First Floor
Lexington, KY 40536
(859) 323-5901

DRIVING DIRECTIONS

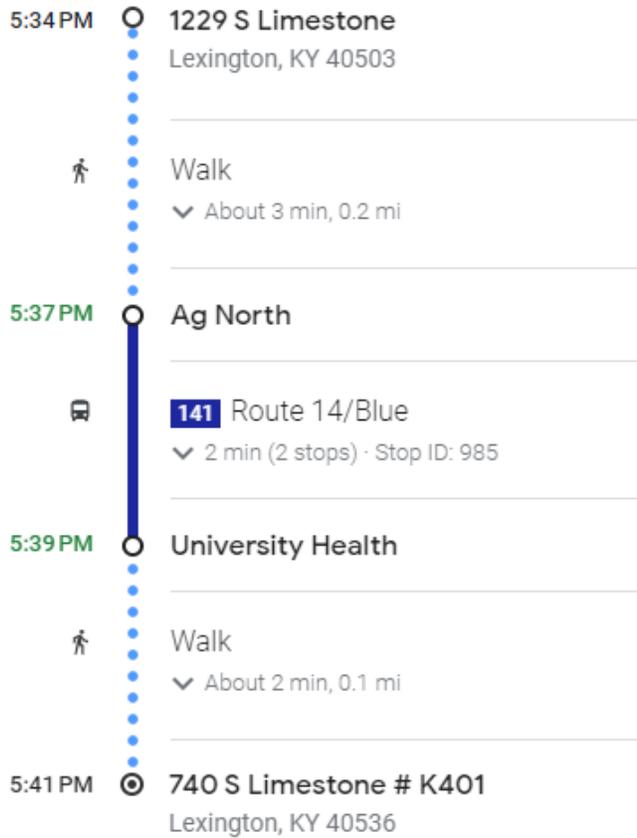
UK HealthCare
740 S Limestone
Lexington, KY 40536
(859) 257-8562
Monday - Friday 7:30 AM – 5:00 PM



← from 1229 S Limestone, Lexington, KY 40503
to 740 S Limestone # K401, Lexington, KY 40536

\$1.00 🚶 5 min every 9 min

 [Add to Calendar](#)



DRIVING DIRECTIONS

Albert B. Chandler (UK) Hospital
1000 S. Limestone First Floor
Lexington, KY 40536
(859) 323-5901

Head EAST across S. Limestone Street from the site.

2.2 PROJECT EMERGENCY CONTACTS:

Chris Deiss	Sr Superintendent	(312) 931-7571
Tim Bogowith	Senior Safety Manager	(725) 270-0682
Chris Zarvas	Sr Project Manager	(909) 486-6231
Scott Mladic	Regional HSE Manager	(312) 613-1996

2.3 OUTSIDE EMERGENCY SERVICE CONTACTS:

Ambulance/Fire/Police		911
Environmental Response		(800) 621-8431
Poison Control Center-		(800) 222-1222
Under Ground Utilities	Kentucky 811	811
National Response Center		(800) 424-8802
Natural Gas	Columbia Gas of Kentucky	(800) 432-9345
Electric	LG&E and KU	(502) 589-1444
Water	Kentucky American Water	(859) 269-2386
Urgent Care <input type="checkbox"/>	UK HealthCare	(859) 257-8562
Hospital	Albert B. Chandler (UK) Hospital	(859) 323-5901

2.4 EMERGENCY EVACUATION PROCEDURES:

1. Upon hearing an evacuation signal, all site personnel are to leave their work areas and collect at the following designated areas of refuge/rally points.
 - Muster Point #1: **Walsh laydown yard north of the WALSH office trailer**
 - Muster Point #2: TBD
2. All employees shall meet at the predetermined Muster Points, for management to conduct a head count and confirm that all employees have safely evacuated the project site. Only trained employees shall re-enter the site for emergency rescue operations and/or to administer first aid.
3. Evacuated employees and other personnel shall remain at their predetermined Muster Point until the Walsh Construction Project Team is notified there are no further hazards present and allows work to continue.
 -
4. Proper authorities (police, fire, rescue, ambulance, etc.) will be notified of the emergency as soon as possible. Signs with emergency phone numbers, instructions and the jobsite address will be clearly posted near all jobsite telephones.
 -
 -
5. At each predetermined Muster Point, subcontractor supervision shall account for their crews and report any missing personnel to the Walsh Construction Project Team.
 -
6. Personnel will remain at the designated site until an all clear is announced or further evacuation steps are ordered.
 -
7. Emergency evacuation route maps and emergency contact lists shall be posted conspicuously

throughout project areas.

Training:

This Emergency Evacuation Procedures will be reviewed with all employees on the project at the following times:

1. Upon initial assignment to the project
2. Whenever responsibilities or designated actions under the Plan change; and
3. Whenever the Plan itself is changed.

2.5 CHEMICAL SPILL:

Subcontractors shall provide spill containment kits and be kept in a sealed container on the jobsite. In the event of a hazardous spill, the Walsh Construction Project Team shall assess the situation for an appropriate response.

The Fire Department and other required agencies shall be contacted immediately by calling 911 and informed of the type and extent of the spill. Appropriate measures should then be implemented to contain the spill until proper cleanup can take place.

2.6 FIRE EMERGENCIES:

- All situations, regardless of size or extent should immediately be reported to the WALSH Authority.
 - Under no circumstances should an employee attempt to extinguish a fire when that situation poses a threat of bodily injury. If the threat to life or of bodily injury exists, the Fire Department should be contacted immediately by calling 911 to handle the situation.
 - Subcontractor employees shall be trained in the use of portable fire extinguishers. If further assistance is needed to put out or control a fire, the Fire Department will be notified.
 - WALSH fire extinguishers will be located throughout the jobsite and will be visibly marked. Any situation that arises that can easily and safely be taken care of with the use of a fire extinguisher should be extinguished immediately. Contact the Fire Department depending on the severity of the fire.
 - Portable fire extinguishers shall be provided where needed, during hot work activities. All heavy equipment, etc. shall have portable fire extinguisher.
 - Portable fire extinguishers shall be inspected at least monthly. If the pins are missing or it has been used, the fire extinguisher shall be red tagged, taken for re-inspection and charging, if necessary, ASAP after discovered.
1. When fire is discovered:
 - a. Attempt to extinguish small fires and spread to other areas.
 - b. Notify site personnel in the area about the fire.
 - c. Notify the local Fire Department by calling 911.
 - d. Notify site personnel about the fire emergency.
 2. If evacuation is deemed necessary, the Emergency Evacuation Procedures described in this plan shall be utilized.
 3. When reporting a fire provide the following information:

- a. That there is a fire;
- b. What is on fire;
- c. The specific location of the fire; and
- d. The name, phone number, and location of the person reporting the fire.

2.7 SEVERE WEATHER AND NATURAL DISASTERS:

Tornado:

1. When a warning is issued by sirens or other means, seek inside shelter immediately.
2. The lowest floor without windows, hallways on the lowest floor away from doors and windows, and rooms constructed with reinforced concrete, brick, or block with no windows should be considered.
3. Stay away from outside walls and windows.
4. Use arms to protect your head and neck.
5. Remain sheltered until the tornado threat is announced to be over.
6. Employees should not use equipment and small structures as a means of shelter from a tornado, nor position themselves in an area where there are materials, tools or equipment stored nearby or overhead.

Tornado Muster Area: TBD

Lightning:

1. When lightning is detected within a 15-mile radius of the project a warning will go out to alert workers including (rooftop work, crane activities, manlifts, etc.)
2. When lightning is detected within a 10-mile radius all outdoor work including cranes, aerial lifts, all work vehicles shall be suspended temporarily.
3. Once 30 minutes have passed since the last strike, work shall resume.

2.8 INJURY TO THE GENERAL PUBLIC:

1. If a member of the public is injured during construction, Walsh Construction Project Management Team must be notified immediately.
2. Do not allow the injured party to be moved (unless imminent danger is present).
3. Only people having been trained in Basic First Aid or beyond shall administer emergency medical care to the injured party.
4. Proper authorities (security, police, fire, rescue, ambulance, etc.) shall be notified immediately.

2.9 PROPERTY DAMAGE:

Any property damage on the job site must be promptly reported to the Walsh Construction Project Team, regardless of who the owner of the property is. Certain incidents involving property damage may require an employee evacuation from the jobsite. For example, damage to an underground gas line would require this action to be taken. The property damage incident will be investigated using the project incident report

form and actions taken to prevent recurrence based on findings.

2.10 BOMB THREATS:

In the event of a bomb threat placed with any contractor(s) working on site, naming any area of the jobsite or any combination thereof, the jobsite must immediately be evacuated by all personnel, using the steps outlined above in Emergency Evacuation Procedures.

Proper authorities (security, police, fire, rescue, ambulance, etc.) shall be notified immediately. The jobsite shall remain evacuated of all personnel, until a complete investigation is conducted, and the situation is deemed free of hazard by the acting authorities.

The person receiving the call should try to connect the caller with the Walsh Construction Project Team, or gain as much information as possible such as:

1. Location of bomb
2. Time of detonation
3. Reason why bomb was planted

Additional information relating to the identity of the caller should be attempted to be gathered. They should try to gather information such as the caller's:

1. Sex
2. Race (accent)
3. Voice characteristics
4. Knowledge of building and personnel
5. Background noises

2.11 BLOOD-BORNE PATHOGEN PREVENTION:

This program will apply to all Walsh employees and Subcontractor employees who could, as a result of performing their job duties, come in contact with blood and other potentially infectious bodily fluids. Employees trained and certified in first aid and CPR who might "reasonably anticipate" to come in contact with bodily fluids also must follow the rules and regulations set forth in this plan.

1. When dealing with blood or other bodily fluids, all site employees are required to follow Universal Precautions. Accordingly, all human blood and other human body fluids are treated as if known to be infectious for HIV, Hepatitis B, and other blood-borne pathogens.
2. All certified first aid providers are required to wear disposable latex gloves and eye protection while performing first aid on an injured individual. If rescue breathing or CPR is performed, a one-way resuscitation mask should be used for the protection of the injured and the provider.
3. All blood spills shall be immediately contained and cleaned with an anti-viral solution, or by a solution of 5:1 water to bleach or accepted alternative. In the event of a serious accident, WALSH shall contract with an outside Hazmat firm.

4. Any material saturated with blood must be considered a regulated waste. This means liquid or semi- liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; and items that are caked with dried blood or other potentially infectious materials. Discarded Band-Aids and gauze containing small amounts of blood products are not considered regulated waste. Disposal of all regulated waste shall be the responsibility of emergency medical personnel.

At least one person from each Subcontractor shall be trained in First Aid, CPR, AED procedures and shall be trained in the decontamination of blood spills (Universal Precautions). All individuals are encouraged to attend training in emergency first aid procedures at each jobsite. The Walsh Construction Project Team shall be notified immediately of any bodily fluids spilled on a Walsh Construction Project.

2.12 ACTIVE SHOOTER POLICY:

An Active Shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms(s) and there is no pattern or method to their selection of victims. Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims. Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation.

Good practices for coping with an active shooter situation:

1. Be aware of your environment and any possible dangers.
2. Take note of the two nearest exits in any facility you visit.
3. If you are in an office, stay there and secure the door.
4. If you are in a hallway, get into a room and secure the door.
5. As a last resort, attempt to take the active shooter down.
6. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.
7. CALL 911 WHEN IT IS SAFE TO DO SO!

How to respond when an active shooter is in your vicinity:

Quickly determine the most reasonable way to protect your own life. Remember that customers and clients are likely to follow the lead of employees and managers during an active shooter situation.

EVACUATE:

If there is an accessible escape path, attempt to evacuate the premises. Be sure to:

1. Have an escape route and plan in mind.
2. Help others escape, if possible, but evacuate regardless of whether others agree to follow.
3. Leave your belongings behind.
4. Prevent individuals from entering an area where the active shooter may be.

5. Call 911 when you are safe.

HIDE OUT:

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

1. Be out of the active shooter's view and remain quiet.
2. Provide protection if shots are fired in your direction (i.e., an office with a closed and locked door).
3. Not trap you or restrict your options for movement.
4. Don't hide in groups, spread out along walls, or hide separately to make it more difficult for the shooter
5. Stay in place until law enforcement gives you an "All Clear".

TAKE ACTION AGAINST THE ACTIVE SHOOTER:

As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter by:

1. Committing to your actions and act as aggressively as possible against him/her
2. Throw items and improvise weapons to distract and disarm the shooter.
3. Recruit others to ambush the shooter with makeshift weapons like chairs, fire extinguishers, scissors, books, etc.
4. Be prepared to cause severe or lethal injury to the shooter.

How to respond when law enforcement arrives:

Law enforcement's purpose is to stop the active shooter as soon as possible. Officers will proceed directly to the area in which the last shots were heard.

1. Know that law enforcement's first task is to end the incident, and they may have to pass injured along the way.
2. Remain calm and follow officers' instructions.
3. Put down any items in your hands (i.e., bags, jackets).
4. Immediately raise your hands and spread your fingers.
5. Always keep your hands visible.
6. Avoid making quick movements toward officers such as holding on to them for safety.
7. Avoid pointing, screaming and/or yelling.
8. Do not stop to ask officers for help or directions when evacuating, just proceed in the direction from which officers are entering the premises unless otherwise instructed.

Information to provide to law enforcement or 911 operator:

1. Location of the active shooter
2. Number of shooters, if more than one

3. Physical description of shooter/s
4. Number and type of weapons held by the shooter/s
5. Number of potential victims at the location

The first officers to arrive at the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises. Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

2.13 MEDIA POLICY:

Should an incident occur that is likely to or could reasonably be expected to result in media interest, management should notify the Owner's representative as soon as possible.

"Potential news-making events" include, but are not limited to, involuntary shutdown of a project due to regulatory agency actions, allegations of safety or administrative noncompliance, serious injury or death of an employee on a jobsite, union or employee unrest or public disturbance.

All inquiries or requests for interview from the news media (broadcast or print) should be referred to the Walsh Construction Project Manager. Employees who are solicited by reporters, regardless of the nature of their inquiry, should not respond with a statement.

Employees receiving media calls should immediately notify the Walsh Construction Project Manager and provide background on the inquiry.

2.14 INCIDENT AND NEAR MISS REPORTING:

All incidents resulting in injury or property damage are to be reported at the time of occurrence to the Walsh Construction Project Team. The Walsh Construction Project Team will speak with the worker involved in the incident as well as the Subcontractor in charge of the person(s) involved or witnesses to the event. The contractor will complete their own incident investigation report form and will require each craft person involved to complete a written statement whenever such events take place. The full incident investigation report form shall be submitted **as soon as reasonably possible (same work shift), but no later than 24 hours after the** incident. Walsh and or the Owner may require a more detailed investigation and the Subcontractor will comply with their directions.

1. Near-Miss Event

A Near-Miss is an unplanned event that did not result in injury, illness, or damage – but had the potential to do so. It is the responsibility of the Subcontractor, Supervisor, Superintendent or Project Senior Safety Manager to complete the investigation using the Incident investigation report. This report will include recommendations and/or implementation of corrective actions. The report will be submitted as soon as reasonably possible (same work shift) but no later than 8 hours. A gathering of all involved parties will take place within 24 hours of the incident to review

the case and determine if the steps taken to remediate the incident were appropriate.

2. Medical Treatment Event

It is the responsibility of each Subcontractor to immediately notify the Walsh Construction Project Team of an injury requiring medical treatment. If the injury is considered an emergency call 911. Post-incident alcohol and drug testing must be conducted for any Walsh or subcontractor employee working on the project.

3. General Liability Accident, Property Damage, Environmental Release

It is the responsibility of the Subcontractor to immediately notify the Walsh Construction Project Team of an event involving damage to equipment or material on-site, third parties, and/or the general public. The Subcontractor involved will complete an incident report and submit it to the Walsh Project Senior Safety Manager or Project Superintendent.

3.0 SUBCONTRACTOR SAFETY REQUIREMENTS

3.1 EXPECTATIONS

This WALSH SSSP is designed to set minimum expectations for all employees working on the Walsh Construction Project. Once responsibilities have been assigned, line management, and individual employees alike, can be held accountable for results in achieving Walsh established safety goals and objectives.

The Subcontractor will be required to develop their own Site-Specific Safety Plan (SSSP) and a Job Hazard Analysis (JHA) specific to their Scope of Work. The JHA shall incorporate their scope of work, all anticipated hazards associated with that scope, and measures designed to control said hazards. Additionally, they shall name their competent person responsible for safety on the project and provide any necessary qualification records. Emergency contact information shall also be provided as part of the plan.

The Subcontractor will be required to submit their SSSP, JHA and SDSs for review by Walsh Safety Professionals prior to the scheduling of the initial preconstruction meeting.

3.2 SITE SPECIFIC PROCEDURES

The following elements will be required of all Subcontractors working on a Walsh Construction project:

1. **Drug Testing:** Prior to beginning work and attending site safety orientation on the Walsh project, all employees must submit to a drug test on site administered by Walsh Construction.
2. **JOBSITE STRETCH AND FLEX PROGRAM:** Walsh has adopted a mandatory morning stretch and flex program on this project individual contractors will ensure this is being done daily.
3. **OSHA 30 HOUR TRAINING:** All Subcontractor foremen and supervisory personnel shall have at a minimum an OSHA 30 Hour Construction Safety Outreach training certification and shall exhibit documentation of training.
4. **OSHA 10 HOUR TRAINING:** All of Subcontractor's workers shall have at a minimum, an OSHA 10 Hour Construction Safety training certification and shall exhibit documentation of training.
5. **TOBACCO PRODUCTS:** All tobacco products, smokeless tobacco products, and e-cigarettes are prohibited in all Walsh offices, project offices, and Walsh Construction Project site unless there is a designated smoking area.
6. **INCIDENT REPORTING:** Subcontractor or any sub-Subcontractor must report all injuries, occupational- related illnesses, near miss incidents or property damage to the Walsh Construction Project Team immediately. The subcontractor shall instruct its personnel to report, in writing, within 24 hours of all Accidents and Occurrences of any type to Contractor's Site Senior Safety Manager and Superintendent.

7. **ALCOHOL AND DRUG TESTING:** Post-incident alcohol and drug testing must be conducted for any Walsh or subcontractor employee working on the project.
8. **RETURN TO WORK PROGRAM:** Subcontractors shall implement a “Return to Work” (RTW) program to assist workers who are temporarily disabled due to an injury or illness. The RTW program will provide a modified or alternate duty position for any employee who has sustained a work-related injury or illness and is medically unable to perform all or any part of his/her normal duties during all or any part of the normal workday or shift, but who can perform some type of work. Subcontractors shall coordinate with the Walsh project team to ensure that injured or ill employees are treated by the designated medical treatment facility. The designated medical facility shall be utilized for initial treatment and evaluation of all injured employees. Follow-up care will be provided in accordance with applicable Workers’ Compensation laws.
9. **MODIFIED DUTY:** In the event of an injury or illness for a work-related illness or injury, the affected party shall be taken to the designated medical facility for examination and/or treatment. If the doctor determines that the employee qualifies to return to work on an alternate or modified duty basis, the doctor will complete appropriate forms indicating the restrictions and conditions for transitional work. The Subcontractor shall provide alternate or modified work until the employee is able to resume regular duties. All alternate or modified work is temporary in nature and is designed to facilitate a return to regular duties as soon as possible. In no case shall an injured employee be laid-off or terminated from an alternative or modified work position, unless first discussed with the Walsh project team. The subcontractor shall participate as requested in claims review meetings related to workers receiving Workers Compensation benefits.
10. **JOB HAZARD ANALYSIS:** This program establishes Job Hazard Analysis (JHA) and Task Hazard Analysis (THA) for identification and control elimination of potential hazards associated with Subcontractor tasks performed on the project.
 - a. JHA’s must be completed by each Subcontractor of any tier and reviewed by the Walsh team prior to the performance of major scope items and prior to Subcontractor mobilization on-site.
 - b. THA’s must be completed daily by each Subcontractor crew before daily tasks commence on site.
 - i. Subcontractor immediate supervisors are to conduct THA review sessions daily before tasks begin.
 - ii. Copies of THA’s must be posted in the immediate work area and turned in to WALSH Safety Reps on a weekly basis.
 - iii. THA must include crew sign offs for accountability. Before work begins, after break or lunch and end of shift.
11. **DEDICATED ON-SITE SAFETY PERSONNEL:** Anytime a Subcontractor (either by itself or in conjunction with any tier sub) has any employees performing work onsite, a designated fulltime safety representative MUST always be onsite and shall meet the minimum qualifications as listed below. Documentation of certifications/credentials shall be submitted to and approved by the Walsh Senior Safety Manager prior to any mobilization. The dedicated onsite contractor safety representative will cooperate with the Walsh Senior Safety Manager. The contractor safety representative may be removed from the project at the discretion of Walsh.

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 Walsh will appoint an individual and the sub shall be back charged \$600/day until the requirements are met. Each Subcontractor Senior Safety Manager shall be subject to Walsh acceptance based on experience, training, and credentials.

12. **DESIGNATED SAFETY REPRESENTATIVE RESPONSIBILITIES:** The onsite safety representative shall participate in the Weekly Integrated Safety Meeting, which will meet on a periodic basis. This representative shall have authority to act on any safety related issues that are concluded by the committee. Subcontractor’s designated safety representative shall conduct a daily safety inspection, to include all of Subcontractor work areas. Documentation confirming completion of such inspections shall be forwarded to Walsh before the following Monday morning before 7am. Subcontractor’s designated safety representative shall attend bi-weekly Safety Representative meetings or as scheduled by the Walsh Senior Safety Manager. Subcontractor’s designated safety representative shall cooperate and coordinate with the Walsh Senior Safety Manager.
13. **CRAFT LEADERSHIP IN SAFETY (CLS):** To assemble a diverse group of personnel to provide review and feedback of all safety related issues and to provide the basis for continuous improvement in the accident prevention activities of the project. Each sub-contractor shall designate an onsite representative to participate in the Craft Leadership Committee, which will meet on a periodic basis. This representative shall have authority to act on any safety related issues that are concluded by the committee.
 - a. Meet bi-monthly to review the status of the project safety activities on the project.
 - b. Formulate policies, set objectives, and evaluate results of those implemented activities and future plans necessary to achieve desired accident prevention goals.
 - c. Provide leadership and support for accident prevention activities.
 - d. Serve as the medium through which project management and superintendents will be given the training necessary for performance of their roles and responsibilities in accident prevention.
 - e. Consider and act upon recommendations developed to eliminate accident causes and to improve Walsh Safety Program and the Subcontractors SSSP.
14. **PERSONAL PROTECTIVE EQUIPMENT (PROJECT MINIMUM REQUIREMENTS):**
 All Subcontractor employees working on a Walsh Construction Project shall be provided the personal protective equipment necessary to complete their jobs safely. The competent person onsite will determine necessary equipment beyond standard required site PPE. Each Subcontractor working on a Walsh Construction project will comply with 29 CFR 1926, Construction Industry Regulations, Subpart E – Personal Protective and Lifesaving Equipment in addition to the guidelines outlined in **Section 5.1** of this plan.

15. **EXPOSURE TO PUBLIC ROADWAYS ENTRANCES:** All deliveries will be made at the designated areas unless otherwise directed by Superintendent. There may be exposure to live vehicular traffic. All speed limits will be obeyed, and deliveries will be made to coincide with working hours. All traffic control signage will meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements before being installed. Fire department access will be maintained and kept open for emergency responders.
16. **SAFETY ORIENTATION:** Each employee selected for work on the project site shall be fully oriented during formal “site safety orientations” on the safety policies and procedures contained in the Walsh SSSP. After completing orientation, the new employee shall understand that by working on a Walsh Construction project he or she will abide by the rules and comply with the intent of Walsh. This training is mandatory for anyone entering the site unescorted or performing any work (Walsh, contractor, vendors, etc.) **Any employee who has been off site for more than 90 days will require an updated site-specific orientation before performing work.**
17. **TOOL-BOX TALKS (SAFETY HUDDLES):** Subcontractors shall coordinate toolbox talks with all their personnel, weekly. This Weekly Safety Meeting shall cover a project-related safety topic. The Subcontractor shall turn those meeting minutes and sign in sheets to Walsh Construction Project Team upon completion.
18. **SAFETY INSPECTION:** Subcontractor supervision shall conduct routine daily in-person inspections of all responsible work areas. Documentation shall be provided (via daily work report) as evidence of regular field presence. Any safety or health deficiencies shall be addressed and corrected immediately. In addition, full safety audits shall be performed and documented accordingly on a weekly basis. Audit findings and paperwork shall be communicated back to the Walsh Senior Safety Manager.

3.3 SAFETY VIOLATIONS MANAGEMENT

It is required that all personnel working on the project comply with all federal, state, local, and site-specific safety standards, regulations, rules, policies, and procedures. The following progressive disciplinary action will be levied against employees and subcontractors who fail to abide by the safety standards and rules.

Additionally, Walsh reserves the right to require retraining for any workers on site before they are allowed back on. Disciplinary action shall be dispensed in the manner described in this policy.

DEFINITIONS: The following definitions shall apply in the application of this policy:

1. **Serious act:** An act that could cause an incident that would most likely result in death or serious physical harm.
 - a. Suspension from the project for 3 days or permanent removal from the project.
 - b. The direct supervisor of the offending employee may receive disciplinary action at the discretion of Walsh Management.
 - c. A 3-day suspension requires re-training on the applicable safety subject(s) violated upon return to the project.
2. **Other-than-serious act:** An act that has a direct relationship to job safety but is not serious in nature
 - a. First Offense- employee is to receive a documented verbal reprimand and receive additional training on the safety subject violated.

- b. Second Offense- employee is to receive a written reprimand and suspension from work on the project for a period of 1-3 days. Upon returning to work, the employee will receive additional training on the safety subject violated.
- c. Third offense- Permanent removal of the employee from the project with written statement of cause

* The direct supervisor of the offending employee may receive disciplinary action at the discretion of Walsh Management.

Project Misconduct: First Offense-Immediate Dismissal from Project

Zero Tolerance Acts	
• Theft	• Verbal or sexual harassment of any member of the public or project.
• Falsifying reports	
• Willful or negligent damage to property	• Failure to follow Fall Protection Policy
• Intoxication	• Failure to follow LOTO procedures, not performing a test to verify no energy prior to working on systems.
• Drug Policy violations	
• Horseplay	
• Fighting	• Entering a confined space without a permit
• Failure to report injuries	• Employee walking or standing directly under a suspended crane load
• Abusive or threatening language	
• Possession of a firearm or weapon	• Failure to observe Danger Tape Barricading
• Smoking on the site	

3.4 PRE-CONSTRUCTION PLANNING:

The project team, as well as Walsh Safety Department, will meet with each Subcontractor before they start to review their Site-Specific Safety and Health Program and all project specific Job Hazard Analyses. The project team shall be an integrated mix of owner, architect, engineer, and Walsh personnel. After reviewing the programs and meeting with the individual Subcontractor, if the team is satisfied with the risk control direction, they will be permitted to begin work.

The Subcontractor will be required to provide their SSSP, JHA's, and Quality Work Plan specific to their work to the pre-construction meeting. The Safety Program shall incorporate the requirements enclosed in this SSSP.

4.0 HEALTH CARE SAFETY PROGRAM: POLICIES AND PROCEDURES

4.1 WORKER SAFETY - POTENTIAL HAZARDS ASSOCIATED WITH WORKING IN HEALTHCARE FACILITIES

Healthcare facilities house some very serious hazards that are not typical to normal construction environments. Therefore, the following hazards/exposures have been incorporated into this program so that all workers can be made aware of the potential hazards they may be faced with. All areas that Walsh will be working in shall be deemed safe by abatement, removal, etc. by that particular healthcare facility/department prior to work starting. All chemicals will be removed from the area(s) to prevent accidental spillage or release of hazardous chemicals. The site Superintendent will be responsible for coordinating this cleanup with the healthcare facilities management team.

4.2 PUBLIC/ PATIENT SAFETY

Many times, our work will require us to be in the common areas of the healthcare facilities, corridors, lobby areas, patient waiting rooms, etc. It is to this end that workers need to be cognoscente of their surroundings. Tripping hazards are to be taken care of immediately and materials are not permitted to be stored in public ways. The right-of-way will always be granted to the public. Containment of our work areas is crucial to the protection of the public from flying objects, dust, debris, falling objects, etc. All work areas will be 100% contained with either a hard barrier or poly barrier. (These are described in detail in the Containment Procedure below and will be identified in the ICRA/ILSM meetings prior to the job starting)

Some of our work could and can be in close proximity to the hospital patients. The Joint Commission on Accreditation and Healthcare Organizations (JCAHO) has developed specific Patient Safety Goals that all hospitals are required to follow, therefore, our work practices shall not be performed in ways that breach these requirements.

Dust control is crucial to the safety and health of most patients. A comprehensive Infection Control Risk Assessment Program has been developed to identify the requirements that will successfully mitigate dust and odors in the contained work area and prevent a release. See the section titled ICRA for specific procedures.

4.3 INFECTION CONTROL RISK ASSESSMENT (ICRA)

Infection Control Risk Assessment (ICRA) is an assessment that is conducted of the future construction related work to take place in a healthcare facility. It is a way to ensure that both air and water within the occupied hospital does not become contaminated and pose a health threat to patients. The main focus of the assessment is to ensure that dust, mold, etc. are kept to an absolute minimum at all times due to the fact that the immune systems of the patients are often compromised, therefore, air borne contaminants can easily cause serious, even life threatening, infections, “matrix of precautions”, and permit necessary to evaluate, communicate and control all aspects of adequate Preconstruction Risk Assessment Infection Control Risk Assessment and Infection Control Construction Permit is required when determined by PCRA. These will be done during the pre-construction planning phase as well as during actual construction in conjunction with coordinated agreements with the Hospital Project Coordinator/Manager and the Infection Control Practitioner.

Once Walsh has completed the pre-construction meeting process, the Superintendent, Project Manager, and Safety Manager are to schedule a meeting with the healthcare facilities Project Coordinator and Infection Control Practitioner to review the project with them. Per the PCRA if necessary, an ICRA will take place. A signed Infectious Control Construction Permit will be posted as required when determined necessary by PCRA. Proper measures will be taken to ensure a dust-free state is maintained. To help with this issue, the following measures will be implemented to ensure dust does not escape the work area, but are not limited to:

1. Required containment will be established during the ICRA meeting.
2. Negative air machine(s) with HEPA filters will be set up inside the work area and exhausted outside the work area (to the exterior of the building if possible).
3. Isolate all HVAC systems.
4. Tacky mats will be placed on both sides of the entrance/exit to the workarea.
5. HEPA vacuums will be available at all times.
6. Mop and water will be available at all times.
7. Entrance to the work area will be placed in a location that is least invasive to the healthcare facilities operations.
8. All debris will be removed in covered buggies only to minimize/eliminate dust from being tracked throughout the healthcare facility.
9. An inspection of the surrounding areas shall be completed to include adjacent rooms, equipment in other areas, etc. that may be affected by noise, power shutdowns, equipment that is being used, and vibration that may be created.

Permit Board:

To comply with Walsh signage SOP, each work area will require a standard Healthcare Permit Board to be placed at the entrance to each project. This sign is intended to identify those work areas within a healthcare facility in which Walsh is working. It is also intended to visibly display all required permits, sign-in sheets, inspection sheets, etc., so that the facilities management personnel can easily see our compliance. Each board must have both the facilities logo and Walsh logo displayed.

The board will contain at least the following items:

1. Negative Air Log (completed daily)
2. Infectious Control Permit and/or ICRA
3. Other that may be pertinent to that facility

To comply with the requirements, all workers going into these areas will be properly trained and have a current certification in ICRA and will be verified that they received eight hours of training by the Walsh Superintendent/Safety as a part of their general orientation prior to the work commencing. Walsh will keep a record of all workers ICRA training certifications on site and available per request. Once a work area is ready and the proper containment has been erected, the Superintendent will perform an inspection of this area to ensure that the requirements of the ICRA meeting have been met. This inspection should take place on a daily basis and periodically throughout the day as required. Refer to the ICRA Checklist for Compliance.

On a daily basis, the Superintendent is responsible for ensuring that the negative air system is working properly. Each project will be supplied with an air current tester or other approved measuring device (i.e.

balloon tube, magnehelic gauge, etc.), which is to be used at all seams in the dust barrier. Once the test has been completed, the Superintendent shall log the time he performed the test and the date. This log is to be placed outside the work location so that it is visible at all times. Negative flow must meet the requirements as set forth by the CDC guidelines.

4.4 ILSM – INTERIM LIFE SAFETY MEASURES

The healthcare facility has to comply with Walsh requirements at all times, including during construction and renovations. To this end, Walsh will not compromise these requirements. Prior to the work commencing, a meeting will be held to discuss the required implementation policy for ILSM to be taken and maintained during construction. The following items are crucial to ILSM compliance:

1. Emergency egress from the construction area is to be maintained at all times and communicated to the workers. For existing healthcare facilities, Walsh will follow the established evacuation procedures.
2. Fire alarm pull stations will be identified prior to work.
3. Access through the healthcare facility will not be impeded upon. A daily egress inspection will be conducted by the Superintendent to ensure proper means of egress through the area is maintained.
4. Fire alarm and suppression systems are not to be impaired when at all possible. However, should it be the case that the systems must be protected or taken offline due to the work process, a permit from the healthcare facility and the local fire department having jurisdiction will be required.
5. All partitions will be required to resist smoke from migrating to different areas of the healthcare facility
6. Walsh standard Permit Board/Signage
7. For Fire Prevention Program refer to Walsh Site Specific Safety Fire Prevention and Hot Work Program.
8. Also, material storage is not permitted in the occupied spaces of the healthcare facility. Added material may cause obstructions in main egress ways in the event of an evacuation or other emergency.

4.5 LOCKOUT/TAGOUT, SCHEDULED SHUTDOWNS, ETC.

It is vitally important that shutdowns are scheduled so that we do not interfere with any life safety equipment, medical gases that are in use, electrical systems that are supplying power to life support equipment, etc. These requirements will be established in the ILSM meetings prior to the work taking place.

All mechanical, electrical, plumbing, fire protection, etc. systems that require work to be performed on them shall be effectively LOTO to a de-energized state. These procedures shall follow in strict accordance with the OSHA requirements in 1910.147 – Control of Hazardous Energy, NFPA 70E, NFPA 99, etc. In most cases, the healthcare facility will have procedures already established for this work. In every case, shutdowns of all types are required to be coordinated with the healthcare’s Facilities Management team. At no time will work be performed on any system prior to this meeting taking place.

4.6 BADGING AND IDENTIFICATION REQUIREMENTS

Due to confidentiality requirements set forth by the healthcare facilities, and Walsh, each worker that enters the work area may be required to have appropriate badging and identification when required by client. This may be different from facility-to-facility; however, each worker is always required to wear the provided identification in a visible location.

If a worker is noticed without the proper credentials, they will be escorted out of the facility and will not be permitted back on site until orientation and badging is complete.

5.0 WALSH CONSTRUCTION SAFETY RULES AND REGULATIONS

5.1 PERSONAL PROTECTIVE EQUIPMENT

All employees, Subcontractors, vendors, visitors, or delivery drivers entering the Project laydown site shall have the minimum PPE as follows:

1. **Hard Hats:** All Subcontractor personnel on site shall always wear an appropriate hard hat per ANSI Z89.1. Employee Names shall be visible on the front of their hard hat.
2. **Hand and Arm Protection:** All Subcontractor personnel are required to wear, at a minimum, ANSI cut level 6 rated protective gloves 100% of the time on this project. A competent person for each trade or group of employees is expected to identify and specify (include in daily THAs) the appropriate glove that best mitigates the potential hazard presented to their employees. When the competent person determines that the use of protective gloves for a specific activity creates a greater hazard, the task must be noted on the THA.
3. **Footwear:** All Subcontractor personnel on site shall wear at minimum 6" sturdy leather work boots
4. **Clothing:** All Subcontractor personnel on site shall always wear appropriate clothing (shirts with 4" long sleeves and long serviceable pants).
5. **High visibility vests, shirts, jackets, or sweatshirts:** shall always be worn by workers unless welding or grinding. Class II high visibility vests shall be worn by workers exposed to traffic by night or day and whenever heavy equipment is operating on-site.
6. **Protective Eyewear:** All Subcontractor personnel on site shall wear 100% eye protection rated per ANSI Z87.1 which also includes prescription Safety Glasses or OTG safety glasses with side shields. Employees shall wear eye and face protection (Full face safety shield along with safety glasses) when there is a flying debris hazard to include the following- overhead work, cutting and welding operations, and activities that create flying debris from powered tools.
7. **Welding / Cutting:** Minimum OSHA standards must be followed for all welding and cutting operations. Soft cap welding and grinding is not authorized on this project.
8. **Hearing Protection:** Hearing protection must be used to meet OSHA standards, this Safety Plan, Federal, State and Local Codes and Regulations. Adequate training must be provided by contractor per OSHA requirements. All Subcontractor personnel on site shall use appropriate hearing protection in areas where noise levels exceed 85 DBA, where exposure to 85 DBA exceeds eight (8) hours per day, or where posted.
9. **Respiratory Protection:** Subcontractors exposed to dust, fumes, and/or gases shall be provided with proper respiratory protection designed to protect against the particular substance encountered. The Subcontractor is solely responsible for the proper testing and training per OSHA standards, and to provide the appropriate equipment.
10. **Additional Requirements:** Subcontractor Supervision shall conduct hazard assessments to identify any additional specific PPE for Subcontractor Workers to ensure adequate protection is provided. In addition, they shall:
 - Provide necessary PPE and training.
 - Monitor use of PPE.
 - Provide replacement PPE when needed.
 - Identify any new hazards that would require the use of PPE.
 - Be responsible for the assurances of PPE adequacy, maintenance, and sanitation.

5.2 HAND AND POWER TOOL SAFETY

Each Subcontractors working a Walsh project must comply with 29 CFR 1926, Construction Industry Regulations, Subpart I – Tools – Hand and Power, in addition to the following guidelines.

1. All damaged tools shall be removed from service.
2. When in doubt on operating procedures, insist upon being instructed on operation and how to utilize all tools in a safe manner.
3. Equipment will not be left unattended while in operation or motion.
4. Portable electric equipment will be unplugged when not in use.
5. Workers must wear level 6 cut resistant gloves when utilizing knives.
6. If the tool is designed to accommodate a guard or side handle, the guard or side handle must be in place while the tool is being used.
7. Additional personal protective equipment (PPE), such as a face shield, goggles and/or hearing protection, may be required while operating a tool.

5.3 MANUAL MATERIAL HANDLING/PROPER LIFTING TECHNIQUE

1. Lifting any material over 50 lbs. shall only be done with two workers.
2. Evaluate to assure that it cannot be done mechanically (to be enforced by Walsh Construction Foremen) first before attempting to manually lift.
 - Fork truck availability
 - Use of pallet jacks, dollies or other lift assisted equipment.
3. Proper lifting technique shall always be practiced (training for all personnel will be conducted at the beginning every project):
 - Bring the load as close to the center of your body as possible.
 - Bend at the knees and utilize legs, not back, for actual physical lift.

Foremen and superintendents shall periodically evaluate work areas and employee work technique to assess the potential for and prevention of strain related musculoskeletal related injuries.

5.4 WORKING ALONE

1. All Job Hazard Analyses shall determine if any work needs to be done alone. The JHA shall address the hazards associated with working alone, any extenuating medical conditions, communication and plan for check-in/monitoring, and plan for rescue.
2. Means of communication or electronic monitoring devices need to be determined before solo work begins to assure direct and reliable correspondence and communication in the event of an emergency. Monitoring solo employee operations shall be planned with established intervals of contact by designated individual with back-up if the primary point of contact person be unable to manage program. Said program shall be in writing with names and methods and timing of communications determined.

3. Emergency response considerations such as establishing time frame for defined “missing”, weather and establishing protocol for contacting appropriate local officials all need to be addressed and planned accordingly.

5.5 HOUSEKEEPING

Good housekeeping on the construction site is essential in maintaining a safe workplace. All Subcontractors will be required to provide clean-up to the dumpster or nearest receptacle daily.

The following guidelines shall be adhered to:

1. Clean-as-you-go practices are required. Do not wait until all work has been completed before cleaning up. Instead, break the work down into smaller tasks and clean the area after each task is completed.
2. Materials will not be stored in a manner that will block, restrict, or prevent access to an egress path or emergency equipment, such as fire extinguishers, emergency eyewash or shower, emergency shutoff buttons or emergency disconnect devices.
3. Tools shall not be strewn about or left where they may cause tripping or other hazards, and shall, at the end of each shift, be collected and stored in a safe location.
4. Lumber and other scrap materials, if no longer needed, and waste materials of all kinds, whether combustible or not, shall, be collected and removed or stored in a safe location. In projects requiring re-cycling of scrap materials, said materials shall be segregated and brought to designated storage areas in preparation for proper re- cycling transportation.
5. All nails will be removed or bent over from all boards, planks, or timbers. Under no conditions will nails be left to form a hazard to workers.
6. Spillage of any liquids of any kind on floors will be immediately cleaned up to avoid slipping, falling, or fire.
7. Walsh Construction will monitor and enforce good housekeeping practices.
8. Failure of any subcontractor to comply with this policy will result in Walsh Construction hiring laborers to clean and then back charging the delinquent subcontractors.
9. Dust control shall be always maintained by watering affected areas for the safety of the public as well as the workers or whatever means that the contract documents allow. No drysweeping shall be permitted in closed areas.
10. If public areas (streets, sidewalks) are being affected by dirt, gravel, mud or any other substance, then the subcontractor will do what is required of them to clean these areas and reduce the effects from happening again. Control procedures may be but are not limited to: mud mats, wheel wash, sweeper, etc. or whatever the contract documents and city/town require.

5.6 WELDING IN HAZARDOUS AREAS

Before welding or cutting is done in a hazardous area, authorization shall be granted by a designated competent person upon inspection of the area. Additionally, the Walsh Construction Superintendent or Safety Manager shall issue a “Hot Work Permit.” If sparks, slag, heat cannot be contained or covered with a non-combustible barrier then welding shall not be performed in those areas respectively.

A fire watch shall be required for all hot work operations. A Fire Watch shall be:

1. Appointed by a competent person.
2. Remain at work area 60 minutes after operation is finished. The fire watch must remain on site for a minimum of 60 minutes to monitor for smoldering fires, per NFPA 51B.
3. Responsible for observation of welding, cutting, or burning operations to guard against fire while the operation is being performed, and for a sufficient time after completion to ensure that no possibility of fire exists.
4. Have fire-extinguishing equipment readily available and be trained in its use.

Welding, cutting, and burning will be prohibited in the following areas:

1. The presence of explosive atmospheres (vapors, dusts, liquids)
2. The presence of large quantities of ignitable combustibles
3. Cutting or welding or pipe where metal is in contact with combustible walls, ceilings, etc. shall not be performed for potential creation of ignition through conduction.
4. No welding or cutting should be performed on used drums, tanks, barrels, or other containment vessels until they have been thoroughly cleaned, purged, and vented.
5. Ventilation during burning, cutting, or welding is absolutely necessary when doing such in a confined space.
6. Ventilation, local exhaust, or general ventilation should be such that any contaminants are kept below maximum allowable concentrations as listed in OSHA 1910.1000.
7. Gas cylinders and welding machines should always be kept on the outside of the confined space. During non-working hours (break, lunch and overnight) torches should be removed from confined spaces.
8. Welding machine operators need to report any defects, and tag related machines out of service, on any equipment which requires repair.
9. When welding materials which may potentially emit fumes containing Chrome VI the contractor must first conduct an IH assessment to determine potential worker exposures above the OSHA PEL. In all cases smoke eaters designed to capture Chrome VI fumes must be utilized, regardless of exposure.

5.7 FUELING REQUIREMENTS FOR PORTABLE TOOLS

1. Extreme caution should be exercised when fueling portable tools, generators, and propane equipment.
2. A fire extinguisher with a rating of 10lb 2ABC shall be available in the event of a fire.
3. Only metal approved safety fuel cans shall be allowed on site per Federal OSHA safety standards. Only red cans used for gasoline and yellow cans for diesel fuel.
4. Fueling within the confines of any building is prohibited.
5. Fuel storage permits, if required, will be obtained from the Local Fire Department.
6. All fuel containers will be properly labeled with the contents of the can.
7. All fuel-operated equipment will be shut down and allowed to cool before any refueling is attempted.
8. If the portable tool is being used inside a building, then air quality needs to be reviewed. This work may need to have more ventilation than normal. This work needs to be reviewed and monitored on a regular basis. The contractor shall exhaust all options before operating any fueled tool inside the building and will be responsible for monitoring the area for carbon monoxide levels and ensuring

appropriate ventilation.

5.8 POWDER ACTUATED TOOLS

The following procedure shall be followed for the use of Powder-Actuated tools on this project:

1. Only qualified operators shall operate powder-actuated tools. A qualified operator is one who has been trained by an authorized instructor and provided with an authorized instructor's card by the tool manufacturer or by an authorized representative of the tool manufacturer.
 - Possesses a qualified operator's card supplied by the manufacturer and issued and signed by both the instructor and operator.
2. Each tool shall be provided with the following:
 - A lockable container
 - Operator's instruction and service manual
 - Powder load and fastener charts
 - Tool inspection record
 - Service tools and accessories
 - Tool maintenance and inspection
 - Follow manufacturers recommendation for use, storage, and disposal.
3. Daily inspection, cleaning and testing shall be performed as recommended by the manufacturer.
4. Powder-actuated tools shall be inspected each day prior to use to check that safety devices are in proper working condition.
5. Tool Security:
 - Explosive actuated tools and the charges shall be secured at all times to prevent unauthorized possession or use.
 - Explosive-actuated tools shall not be loaded until just prior to the intended firing time; neither loaded nor empty tools are to be pointed at anyone; hands are to be kept clear of the barrel end.
 - All spent, and any unspent charges shall be placed in containers kept for that purpose and removed from the jobsite on a daily basis. At no time will charges be allowed to remain unattended.
 - Each storage area shall have this procedure posted in a conspicuous location and all operators on powder-actuated tools will be trained in this procedure prior to start of their work.

5.9 DEMOLITION

The following procedures are to be followed when performing demolition:

1. Prior to any demolition being performed, a hazardous materials survey must be conducted to include any building materials that may contain asbestos, lead, PCBs, mercury, refrigerant, etc.
2. If the demolition is to involve structural components of the building, then a plan must be prepared by a competent person, then reviewed by a structural engineer. An engineered stamp may be required. A survey must be completed of all utilities in the building to assess whether or not these systems are live or have been disabled/made safe. Green and red spray paint is to be used to identify which systems are live (red) and which are dead, and therefore safe to demo (green).
3. A pre-demo checklist must be completed before beginning demolition in a new area.

4. Debris from demolition must be removed throughout the workday, paying special attention to combustible materials. Walking/working surfaces are to be always kept free and clear of debris.
5. Dust control must be always maintained through the use of air filtration, misting with water, use of sweeping compound, etc.
6. When cutting overhead or using a grinder, a face shield must be worn.

5.10 SIGNS, SIGNALS, AND BARRICADES

All employees on a Walsh Construction project site and its Subcontractors will comply with 29 CFR 1926, Construction Industry Regulations, Subpart G, Signs, Signals and Barricades, at a minimum, in addition to the following.

1. Required signs will comply with the OSHA standards described in 1926.200.
2. Where imminent danger to life and health hazards (IDLH) exist the use of DANGER tape will be required.
3. Danger tape must have a sign on all sides with the nature of the hazard, the contractor who installed the tape with a contact number, and the duration the tape will be in place. The danger tape must be immediately removed when hazard no longer exists.
4. The intent of the CAUTION tape is to notify of hazards that may arise during construction activities. Every effort should be made to correct these situations with permanent solutions in a timely fashion. The caution tape must be removed immediately when the hazard no longer exists.
5. All flaggers shall be trained on appropriate procedures before controlling traffic, as required by the Manual on Uniform Traffic Control Devices (MUTCD) and any Municipal or State guidelines.
6. All flaggers shall utilize sign paddles and shall be outfitted with ANSI Class 2 rated high visibility garments, as required by current ANSI standards. All PPE and traffic control equipment shall be outfitted with reflectorized material for night work as required by current ANSI standards.
7. All crane and hoist signals shall comply with applicable ANSI standards.
8. All traffic control devices shall comply with the MUTCD and any applicable Municipal or State guidelines.
9. Emergency communication signage/egress route signage should be posted on floors that include the locations of exits, stairs, fire extinguishers, gates, etc.

6.0 HOT AND COLD TEMPERATURE WORK

The objective of this policy is for each project to conduct a risk assessment that considers the specific work conditions and environments to be encountered during the life cycle of the project. Based on the risk assessment, requirements that address heat and cold stress exposure environments depend on factors such as:

1. Air temperature and wind.
2. Duration of exposure.
3. Type of protective clothing and equipment.
4. Type of work.
5. Level of physical effort.

6. Health status of the employee.

Toolbox Talks will be used and issued to all contractors that address the potential for heat/cold stress, when applicable. In addition, the use of protective clothing (full body suits for hazardous material exposure, heavy clothing/leathers, or any barrier that limit air movement), respirators, and work in confined spaces can increase or compound the risks to the worker, especially in hot environments.

6.1 HEAT STRESS:

Employees who have symptoms or conditions of heat stress, heat stroke, and/or heat exhaustion should notify their foreman or superintendent.

CAUSES AND SYMPTOMS:

Heat stress may occur any time that work is being performed at elevated temperatures. Heat stress symptoms include fatigue, irritability, anxiety, and decreased concentration, dexterity, or movement. If the body's physiological processes fail to maintain a normal body temperature because of excessive heat, several physical reactions can occur ranging from mild to fatal. Because heat stress is one of the most common and potentially serious problems that workers encounter, regular monitoring and preventive measures are vital. Employees must learn to recognize and treat the various forms of heat stress. Workers should be made aware of/given or use the dehydration Urine color chart provided at the back of this section.

PREVENTIVE MEASURES:

Projects should follow these measures to avoid heat stress:

1. Provide fresh drinking water and make it easily accessible.
2. Urge employees to drink 5-8 liters of water per day.
3. Discourage the use of alcohol during non-working hours and discourage the intake of coffee during working hours.
4. Monitor employees for signs of heat stress.
5. An employee with high blood pressure should be monitored often, and extra precautions should be taken.
6. Ensure that adequate shelter is available to protect personnel from heat, as well as cold, rain, or snow, which can decrease physical efficiency and increase the probability of both heat and cold stress.
7. Provide initial training regarding heat stress recognition and prevention.

HEAT STRESS DISORDERS:

Several disorders associated with excessive exposure to hot working conditions can pose serious, even life-threatening effects on individuals. To prevent any incidents from happening, workers daily water consumption should be 5-8 liters per day.

HEAT RASH:

Heat rash is caused by continuous exposure to heat and humid air and is aggravated by chafing clothes. The condition decreases a person's ability to tolerate heat. The symptoms of heat rash include mild, red rash, especially on areas of the body in contact with protective gear.

CARE:

Heat rash is treated by decreasing the amount of time workers wear protective gear and by applying powder to affected areas to help absorb moisture and decrease chafing.

HEAT CRAMPS:

Heat cramps are caused by perspiration that is not balanced by adequate fluid intake. Heat cramps are often the first sign of a heat exposure situation that can lead to the more serious condition of heat stroke. Symptoms of heat cramps are characterized by acute painful spasms of the voluntary muscles.

CARE:

Move the victim to a cool area and loosen clothing. Have the victim drink 250-500 ml of water immediately and every 20 minutes thereafter until symptoms subside. Total water consumption should be 5-8 liters per day.

HEAT EXHAUSTION:

Heat exhaustion is a state of weakness or exhaustion caused by the loss of fluids from the body. This condition, although less dangerous than heat stroke, must be treated. The symptoms of heat exhaustion include pale, clammy, moist skin; profuse perspiration; and extreme weakness. The body temperature is normal, the pulse is weak and rapid, and breathing is shallow. The victim may have a headache, may vomit, and/or may be dizzy.

CARE:

Move the victim to a cool place, loosen the clothing, place the victim in a low head position, and provide bed rest. Have the victim drink 250ml of water immediately and every twenty minutes after until symptoms subside. Consult a physician in severe cases.

HEAT STROKE:

Heat stroke is an acute and dangerous reaction to heat stress caused by failure of the heat regulating mechanisms of the body. During an episode of heat stroke, the body temperature can rise so high that brain damage and death may result if the person is not cooled quickly. The symptoms of heat stroke include red, hot, dry skin (although the person may have been sweating earlier); nausea; dizziness; confusion; extremely high body temperature; rapid respiratory and pulse rate; and unconsciousness or coma.

CARE:

The victim of heat stroke should be cooled quickly to prevent permanent brain damage or death. Soak the victim in cool but not cold water, sponge the body with cool water, or pour water on the body to reduce the temperature to a safe level, 102 degrees Fahrenheit. Do not give the victim coffee, tea, or alcoholic beverages. OBTAIN MEDICAL HELP IMMEDIATELY!

Table 1: Dehydration Urine Color Chart

	Doing ok. You are drinking water as normal, probably well hydrated
	You're just fine. You could stand to drink a little water now, maybe a small glass of water.
	Drink about 1/2 bottle of water (1/4 liter) within the hour or drink a whole bottle (1/2 liter) of water if you're outside and/or sweating.
	Drink about 1/2 bottle of water (1/4 liter) right now or drink a whole bottle (1/2 liter) of water if you're outside and/or sweating.
	Drink 2 bottles of water right now (1 liter). If your urine is darker than this and/or red or brown, then dehydration may not be your problem. See a doctor.

6.2 COLD TEMPERATURE WORK:

Cold stress may occur any time that work is being performed at low temperatures. Cold stress symptoms include fatigue, confusion, uncontrolled shivering, and decreased concentration, dexterity, or movement. If the body's physiological processes fail to maintain a normal body temperature because of excessive cold, several physical reactions can occur ranging from mild to fatal. Because cold stress is one of the most common and potentially serious problems that workers encounter, regular monitoring and preventive measures are vital. Employees must learn to recognize and treat the various forms of cold stress. Workers should be made aware of/given or use the wind chill chart provided at the back of this section to help determine the level of exposure at any given time due to weather conditions.

TREATMENT OF COLD DISORDERS:

The intent of all treatment is to increase the core body temperature to 98.6 degrees Fahrenheit. Cold weather work should be discontinued for any worker with these symptoms, and the worker should be taken to a warm area. Wet clothing should be removed if possible and replaced by dry clothing. A warm, nonalcoholic, non-caffeine drink or soup may be given. Re-warming should be gradual.

PREVENTATIVE MEASURES:

1. Workers should be trained in the recognition of symptoms, treatment of cold stress disorders.
2. Appropriate and suitable clothing must be worn. Clothing should consist of a baselayer, intermediate layer and appropriate outer garments.
3. Extremities of the body should be protected adequately.
4. Hands should be covered with gloves.
5. Caps, hoods, or hard hats with liners should be used to cover the head and ears.
6. Feet should be protected with insulated boots, layers of socks, or boot covers.
7. Workers should keep on hand a change of clean dry clothing.
8. Workers should consume warm, nonalcoholic drinks (avoid or minimize coffee or other liquids containing caffeine) and/or soups.

FROSTBITE:

Frostbite occurs when there is actual freezing of the body tissues, normally when temperatures are below freezing. The injury can result from exposure to cold wind, from prolonged exposure to cold temperatures, or from skin contact with an object whose temperature is below freezing. The tissue damage can be superficial near the skin or extend to deeper body tissues and cause gangrene. The skin may first have a prickly or tingling sensation and later become numb with cold; the appearance may range from superficial redness of the skin to white frozen-looking tissues. Skin sensation progresses to numb with cold. Appearance at the start is a superficial redness of the skin. Appearance progresses to white frozen-looking tissues rigid or wooden to the touch.

CARE:

The victim should be sheltered from the wind and cold and given warm drinks. Clothes, if wet, shall be removed immediately. The victim should be covered with warm clothing or blankets. Do NOT use direct heat and do NOT rub the affected area. Warming should be rapid but gentle.

HYPOTHERMIA:

Hypothermia results when the body loses heat faster than it can be produced. This causes the blood vessels in the skin to constrict in order to conserve important vital heat. Hands and feet are usually affected first. As the body tries to produce more heat, involuntary shivering begins. Uncontrollable shivering and inability to warm-up, confusion, forgetfulness, irritation, clumsiness, slurred speech, blurred vision, loss of manual dexterity and lack of coordination, despair and disinterest, ashen white face and hands, shivering replaced by muscle rigidity, paradoxical stripping of clothes as cold impairs thermo-regulation to center of brain, incoherence and collapse; unconsciousness.

CARE:

Encourage physical activities to generate muscle heat. Replace wet clothing with dry layers, add more layers and make sure to cover the head and neck. Apply hot packs, or water bottles. Supply hot decaffeinated and alcohol-free drinks.

IMMERSION FOOT OR TRENCH FOOT:

These two cold injuries occur because of exposure to cool or cold water. Immersion foot usually results from prolonged exposure when air temperatures are above freezing, whereas trench foot normally occurs from shorter exposure at temperatures near freezing. The symptoms for each disorder are similar and include tingling, itching, swelling, pain in some cases or numbness in others, lack of sweating, and blisters.

CARE:

The care for trench foot is similar to frostbite. Thoroughly clean and dry feet and wear clean dry socks, treat the affected areas by applying warm packs or soaking in warm water for 5 minutes at a time. When sleeping do not wear socks.

7.0 FALL PREVENTION AND PLANNING

7.1 FALL HAZARD ELIMINATION

Elimination of the hazard is the best line of defense against falls from heights. This method is best developed at the planning phase of the project and should be started during the Pre- Construction Safety Planning Conference, for careful assessment of the workplace and the work itself. The key to success at this stage is to design safety directly into the work process. Examples are: backfilling prior to bracing removal in sheeted excavations, attaching a self- retracting lifeline at the top of a gang form on the ground before it is raised into place, use of ground release shackles, and placement of equipment or materials where falls are not an issue.

All work performed at or above 6 feet will be done in conjunction with fall protection 100% of the time, including but not limited to, loading and unloading trailers, steel erection, leading edges of excavations, open floors, shafts (mechanical, etc.), scaffolding, concrete and structural steel. No OSHA CFR 1926 fall protection exceptions shall be utilized on this project. At no time shall a Safety Monitor or Attendant be used as a means of fall prevention.

Shafts will be either covered or guard railed although it is anticipated that stairways will be following floors as constructed. When iron workers complete their work on a given deck the floor will only be open to other trades after the Walsh Construction Project Team inspects the area. Additionally, ironworkers will

not begin steel erection until the Walsh Construction Project Team documents concrete breaking strength. Toe boards are required to be installed. All material will need to be kept a minimum of 6' from the roof/shaft/open floor edges. In addition, any materials that may be blown from roof/shaft/open floor edges shall be secured and/or weighted down.

Concrete gang forms will be utilized for some high concrete walls. Double elevated work platforms will be built into the form systems for working surfaces and as framework for 2"x4" rails with toe-board related scaffold fall protection. Labor tying rebar will be required to submit fall protection plans that identify and explain personal fall arrest systems and related anchorages. They will always be required to have twin self-retracting device (SRD) in addition to positioning systems. Personal fall arrest will be evaluated by the Walsh Construction Project Team before use.

Each contractor is responsible for protecting its own employees by using conventional means of fall protection such as standard guardrails. The ongoing maintenance and daily inspection of this protection must also be included. If a contractor's employee cannot be protected by conventional methods, then adequate pre-planning must be conducted to provide for anchorage points capable of withstanding 5000 lbs. in combination with a safety harness and **self-retracting lifeline (SRL) only**. Perimeter protection should never be used as an anchorage point unless it has been designed by a Professional Engineer (PE) to withstand such force.

7.2 FALL HAZARD PREVENTION

When fall hazards cannot be eliminated, preventing them is the second-best line of defense. This process also requires adequate assessment of the work area and activity to preclude reliance on the workers' behavior and use of personal protective equipment. Subcontractors shall complete a fall protection compliance checklist if that subcontractor will have any workers exposed to a fall hazard.

Examples of fall prevention include, but are not limited to:

1. Ladders
2. Scaffolds
3. Stair-towers
4. Stairways
5. Designate and identify work locations requiring guardrail protection.:
6. Elevated work platforms (concrete formwork);
7. Scaffolds
8. Openings/holes in decks, floors, or other unprotected surfaces; and
9. Unprotected sides of floors/ ramps/ stairways/ platforms. Typical Guardrails requirements include:
10. Shall be constructed of at least 2x4 construction with the top rail able to withstand 200 lbs. of horizontal force.
11. Top rail shall be at 42" plus or minus 3 inches.
12. Mid-rail shall be ½ way at 21" between top rail and walking/working surface.
13. Toe boards shall be installed if an employee is exposed to falling objects. They shall be at least 3 1/2 inches high.

Floor openings larger than 2" must be protected by guardrails or covers. If guardrails are installed, they shall be constructed around all unprotected edges. If covers are used over holes, they must be capable of

supporting 4X the anticipated loads and they must be secured to prevent accidental removal. In addition, they must be marked with words “HOLE” or “COVER”

Fall Restraint is another method of fall hazard prevention. Fall restraint requires the donning of a harness and SRD that limits the distance a worker can extend his walking and working range. Attached to a fixed anchor point that can withstand 3000lbs of force, the fall restraint system will stop the worker when he gets to the edge, eliminating any potential for a fall.

7.3 FALL HAZARD PROTECTION

Fall hazard protection involves using personal fall arrest equipment to prevent the completion of a fall and to reduce the possibility of resulting injuries. Fall protection measures are taken when an employee’s exposure to a fall hazard cannot be eliminated or using fall prevention measures is not an option. It is important to understand that post fall protection rescue must be planned in the event a fall takes place. This is necessary because of the response needed to prevent suspension trauma.

Recognized as the least desirable fall protection method that should only be used as a last resort, fall arrest systems include proper anchorage (rated to 5000lbs per person or 2 x the dynamic rating of fall protection equipment) body support (harness) and connecting means (SRD) all interconnected and rigged to arrest a free fall.

This includes correct installation and proper use of:

1. Rated anchor points
2. Horizontal and Vertical Lifelines
3. Self-retracting lanyards (yo-yos)
4. Rope grabs, etc.

Selection of proper equipment is important and should be based on:

1. The task being performed.
2. Requirement for worker mobility.
3. The number of employees requiring protection.
4. The distance of potential fall. Anchorage point component necessities:
5. The anchorage point should be positioned on an independent structure and used for securing an SRD.
6. An anchorage point should be located above the worker to avoid unnecessary swing in the event of a fall. The anchorage point should be capable of supporting a 5,000- pound minimum strength, and limit free-falls up to six feet.
7. Anchorage points must be engineered by a qualified person. This individual must be capable of determining the required strength, location, and design of the selected anchorage to meet the requirements of the construction activity. Each anchorage point must be carefully planned into the job to provide continuous and complete protection during the work task. Selecting anchorage points requires evaluating the following characteristics:
8. The strength of an anchorage point is its most important characteristic because failure of any anchorage is likely to result in an unprotected fall. The required strength for a fall arrest system ultimately depends on the potential forces applied and the integrity of the anchorage component selected.

9. Clearance: The total fall distance must be determined to ensure the height and location of the anchorage is sufficient to prevent collision injury with the ground or other objects. Follow manufacturers recommendations for calculating fall distance to assure a worker does not contact a lower level.

Body support (a full body harness) is the means of fall protection worn by an employee to minimize the consequences of a fall. Body supports are equipped with D-rings for the attachment of a connecting means, such as a lanyard or retractable device.

Connecting Means. The method of securing an employee to an anchorage includes the use of lanyards, lifelines, and other devices such as self-retracting lifelines and rope grabs. Selecting the appropriate connecting means requires matching the capability of the fall arrest equipment with the requirements and mobility of the work task.

7.4 FALLING OBJECT PREVENTION

The Subcontractor/Seller is responsible for the implementation of a system of safety that will minimize the likelihood of objects being dropped and objects falling due to causes within the control of the Subcontractor/Seller. This system of safety must include daily planning for the implementation of safety strategies to minimize the likelihood of objects being dropped and objects falling due to causes within the control of the Subcontractor/Seller.

Elevated work areas should be enclosed to prevent objects from falling and impacting people and property below, unless such enclosure is not feasible then the perimeter protection must address the fall of material risk posed by stored or handled tools, materials, objects, and equipment to prevent these from being dropped, kicked, knocked, or bumped through openings or gaps.

Tethers or lanyards must be used where the work area is at a height and is not fully enclosed, or where tools or objects are required for use outside of the perimeter protection.

A tether or lanyard must be used to separately secure each individual tool or object in use beyond edge protection or enclosures. The object must be secured prior to crossing through the edge protection or enclosures and or perimeter protection.

7.5 ROOFING FALL PROTECTION

Employees involved in roofing activities on low sloped roofs with unprotected sides/ edges 6 feet or more above a lower surface shall be protected by: guardrails, safety nets, personnel restraint or personal fall arrest equipment. On steep roofs (sloped greater than 4 in 12) 6 feet or more above a lower surface, employees shall be protected by guardrails, safety nets, or a personal fall arrest system.

If warning lines are used it must be maintained at least 6 feet from the leading edge for all subcontractors. The warning line height must be between 34" & 39" from the walking/working surface. The rope, wire or chain must have a breaking strength of 500 pounds and must be flagged every 6 feet and a sign must be posted every 8-feet stating "100% Fall Protection Required Beyond This Point." After erected, the stanchions must be secured from tipping due to wind, etc. per subpart M Letter of Interpretation. Roof work fall protection will require a rail system and flagging. At no time will roofers be able to work without fall protection. Before any work is to begin on the roof, it must be determined what method of fall protection will be implemented and appropriate anchor points identified.

Whenever roofers and any other trade are on the same roof then the flagging must be pulled into the maximum distance. NO Safety Monitor or Attendant shall be utilized on this project.

7.6 EDUCATION AND TRAINING

Subcontractors shall ensure all newly hired personnel as part of their 30-hour or 10-hour OSHA Outreach Safety Training Program in the essentials of fall protection. Periodic fall protection training will be conducted for all Walsh personnel as well. Fall Protection Training will be documented as part of the training. This training certifies Walsh personnel have been trained in all phases of fall protection with said training portable for all Walsh projects. Evidence of fall protection non-compliance shall result in re-training.

Additional site-specific training will be performed as a Toolbox Talk with all affected employees. All documentation of this training will be kept as a signed Toolbox Talk.

At the time that the fall protection equipment is issued, workers will be briefed on:

1. How to recognize any signs of damage to a fall protection system and the importance of removing it from service.
2. An understanding of Walsh's fall protection program.
3. Prompt rescue planning necessary in the event a fall takes place.

7.7 INSPECTION AND MAINTENANCE

Fall protection systems and equipment are designed to prevent serious or fatal injury. All fall protection equipment on Walsh projects shall meet all ANSI, OSHA, and ASTM standards. The storage, maintenance and visual inspections highlighted above need to be performed before each use and regular inspection intervals. This should be performed in accordance with the manufacturer's guidelines and conducted as part of Walsh's procedures for jobsite auditing both on a daily and weekly basis.

All personnel wearing fall protection equipment shall inspect all components in the personal fall arrest system prior to use. The Fall Protection Equipment Inspection Report shall be used for guidance during the inspection process. If fall protection equipment is subject to a load as the result of a fall, the equipment will be taken out of service immediately and given to the Walsh Safety Department.

7.8 FALL PROTECTION MANAGEMENT AND CONTROL

Subcontractors will be trained in fall protection and then audited in the field for compliance effectiveness. Site specific fall protection applications will be discussed as part of the internal pre-construction safety meeting at the beginning of the project.

Subcontractors shall submit site-specific fall protection plans before they start their work. They shall submit their fall protection plan to the safety department for review prior to the subcontractor pre-construction safety planning meeting.

The fall protection plan shall include:

1. Identification of fall related hazards.
2. Fall prevention “system” to be utilized.
3. Fall arrest equipment to be utilized.
4. Qualified/competent analysis of anchorages and any horizontal and vertical equipment.
5. Training of personnel.
6. Incident investigation on all fall related losses.
7. Rescue plan in the event of a fall.

On any construction site there can be some loss of control over workers accessing areas whereby serious fall hazards exist.

8.0 FIRE PROTECTION PROGRAM

8.1 FIRE EXTINGUISHERS:

1. Fire extinguishers shall be a minimum of 10# ABC type or larger if owner/client requires and placed and maintained on the job in conspicuous locations according to OSHA requirements.
2. Fire extinguishers must be affixed in a location to prevent damage from water or other materials. These fire extinguishers shall not be moved or discharged except for fighting a fire.
3. Anyone discharging an extinguisher as a prank will be subject to immediate dismissal.
4. Use of carbon tetrachloride extinguishers is prohibited.
5. Anytime a fire extinguisher is discharged it must be immediately reported to the Walsh Superintendent.

8.2 GUIDELINES

1. Review the OSHA Code 1926.150 through 1926.155. Temporary buildings, when located within another building or structure, shall be of either noncombustible construction or of combustible construction having a fire resistance of not less than 1 hour.
2. Request the Fire Chief visit the site, acquaint him with the project and make any plans required in preparation for any potential emergency.
3. Locate and identify any existing hydrants in the project area for fire department water supply. Provide clear access to same. Any inoperative hydrants will be covered.
4. Activate any new on-site hydrants and interior risers with hose connections for fire department use as soon as possible. Activate sprinklers as soon as possible.
5. Provide, maintain, and conspicuously locate all-purpose ABC type fire extinguishers on the jobsite as conditions warrant or every 3,000 sq. ft., and at each stairway landing. Inspected Monthly with an annual maintenance check conducted as well.
6. The fire department telephone number shall be posted at all jobsite telephones.
7. "No Smoking" signs shall be posted and enforced as required.

8. Cutting and welding operations shall include the following: Floors should be swept free of combustibles within 35 feet of the work area and any flammable liquids should be removed from the area. Wet down the immediate area, where applicable. A fire watch, when necessary, shall be available while work is being performed, at lunchtime and at least 30 minutes after operation is shut down. Fire extinguishers will be required. The subcontractor shall provide floor sweeping, moisture application, fire watch duties and the provision of fire extinguishers. Prior to any burning taking place the Subcontractor shall request a "hot work permit" from the Walsh Superintendent. See chapter 18 of Walsh Safety and Health Program for "hot work permit" procedure.
9. Emergency evacuation plans shall be developed and implemented as needed. These plans shall be reviewed at each job meeting and posted in conspicuous locations. (See Program Element #8 for details on Evacuation Procedures)
10. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within the building except with the express approval of Walsh Project Superintendent.
11. Bulk storage of volatile liquids shall be outside the building at a location determined by Walsh Project Superintendent and shall be posted as such. A Permit for storage, if required, must be obtained by the subcontractor from the Fire Department. In addition, the subcontractor who is storing these materials shall furnish the proper type of fire extinguisher to be located within 50 feet of any point on the perimeter of the stored materials. Also, these areas are to be identified with signs restricting access and prohibiting sources of ignition.
12. Regular clean-up of scrap material, sawdust, rags, oil and grease and other residue of construction operations will not only remove or reduce the fire hazard but will promote general safety at the same time.
13. Improperly installed and controlled temporary heating devices could result in loss of life and property on construction sites from fire, asphyxiation, and explosion. Space Heaters shall not be allowed. The following safe practices and procedures shall be followed:
 - a. Temporary heating devices should not be installed or used by anyone on the job until authorized by the Project Superintendent and cleared with the local Fire Department. Electric space heaters shall not be used.
 - b. Portable heating devices (Pot Heaters) shall not be left unattended. If they must be kept running after hours, a fire watch will be assigned.
 - c. Use only approved containers for fuel storage.
 - d. Adequate fire extinguishers should be provided. (2A - 10 lb. ABC)
 - e. At least a 10-foot clearance should be maintained in any direction from any combustible material.
 - f. Heating units should be well constructed with a stable base. Fireproof materials should be placed under the base.
 - g. When polyethylene sheeting, tarpaulins, or canvas coverings are used on the project, they must be U.L. listed fire resistant material with a flame spread rating of 15 or less should be used and at least a 10-foot clearance should be maintained. These materials should be securely fastened.
 - h. Heating devices should not be used in confined or unventilated spaces unless properly vented to the outside.
 - i. All units should be shut down and cooled prior to refueling or moving them.
 - j. Liquid fueled heating devices should be provided with a manual shut-off system on the fuel line. The valve should be located at a safe distance from the unit.
 - k. All bulk storage of flammable material listed above shall be reported to the Superintendent for approval.
 - l. Maintain fire prevention program by checking electrical equipment, use common sense,

- maintain good housekeeping, provide proper flammable liquid storage, provide proper refueling equipment and procedures, utilize cutting and welding fire watches, etc.
- m. Provide security services, if needed or required.
14. Provide fire instructions/training to all personnel:
- a. Know how to get out. Learn what escape route to take from all work areas.
 - b. If you spot a fire, sound the alarm and get to safety, telling others about the fire as you go.
 - c. Know the location of fire extinguishers and any other firefighting equipment.
 - d. Train on use of all fire extinguishers and importance of fighting fires in their incipient stage. Fire Extinguisher training will be done for all Walsh employees at the beginning of each project and annually thereafter.
 - e. Do not attempt to fight a fire, which is too big for you!
15. If there is a fire, DON'T PANIC! Follow your escape plan quickly and calmly.
16. Compressed Gas Cylinders:
- a. All gas bottles such as propane, oxygen and acetylene shall be properly supported and stored and tied in a vertical position in areas designated by Walsh. All stored bottles shall be capped.
 - b. All gas bottles in use shall be tied in a vertical position and capped at the end of the working day.
 - c. All oxygen and acetylene in use shall be in a 5-foot high/ ½ hour fire barrier rated cart with an attached fire extinguisher.
 - d. Storage of any oxygen or acetylene cylinders will be in designated locations identified by Walsh. No storage is permitted inside the building.
 - 1. All fuel tanks should be properly secured.
 - 2. LPG gas cylinders should be stored away from the building out of doors. A cap should be provided to protect the valves on the stored cylinders.
 - 3. Fuel for cutting and burning torches shall be stored in locations and protected as directed by Walsh Superintendent, in conformance with local fire regulations and OSHA requirements.

All combustible or flammable materials will be stored in an appropriately rated lockable cabinet located no closer than 50 feet from the nearest structure. As the project progresses the Walsh will designate a storage location for all combustible and flammable materials. No flammable materials shall be stored inside the building.

Fire extinguishers will be provided by Walsh for every 3000 square feet of the protected building area, adjacent to flammable/combustible storage areas, at every storage and construction shed, and adjacent to stairways on each floor. They will be installed on job made stands or hung and conspicuously located throughout the project. They will be part of the daily inspection with extinguisher log completed monthly by the Walsh Construction Project Team. These fire extinguishers shall not be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank will be subject to immediate dismissal. Anytime a fire extinguisher is discharged to fight an incipient fire the incident shall be reported to the Walsh Superintendent. Use of carbon tetrachloride extinguishers is prohibited.

As soon as the building reaches a height of 4 stories or 50 feet at least one lit stairway will be available for egress. At least one temporary standpipe will be functional as soon as the building reaches a height of 40 feet. The standpipe will be maintained within 1 story of securely decked floors as the building progresses and will be located adjacent to a stairway. Unobstructed fire truck access will be maintained within 100

feet of all Fire Department Connections.

8. 3 Fire Protection Management and Control:

Proper permitting at the beginning of the project and establishing contact with local fire and rescue services prior to project commencement are keys to establishing sound control over the potential risk of fire. A qualified and trained fire watch shall be made available any time hot work, as defined, is located within 35 feet of combustibles or flammables or hot work is to be performed above or below combustible. Any hot work to be done in occupied facilities shall not be done without a qualified and trained fire watch. The Safety Department's Safety Coordinator will be evaluating the effectiveness of the program as a component of their safety auditing process. Hot Work needs to be internally managed through the Walsh "HotWork Permitting Program". (See following program element)

9.0 HOT WORK PERMIT PROCEDURE

Hot work is defined as any work that will generate sufficient heat to ignite combustible and/or flammable materials. Combustible materials are substances that will freely support combustion once ignited. Examples of hot work include but are not limited to activity that involves cutting, welding, burning, heating or related operations which involve the use of an open flame or electric arc or any work activity involving the use of spark producing tools or equipment. Anyone involved in any of the aforementioned activities shall be adequately trained in the hot work procedures contained herein. Re-training will be required of anyone not conforming to established project hot work procedures.

9.1 HOT WORK PROCEDURE

Not all situations that arise will be completely covered by this procedure. However, those situations or questions arising from interpretation should be referred to the Walsh Construction Project Team. The Hot Work Permit shall be required of all subcontractors performing defined hot work around combustibles that cannot be relocated. Walsh superintendents shall determine if/when hot work permits are required, or a member of the safety department deems them necessary. If a particular subcontractor is going to be working in a consistent area with consistent exposures and operations, then a "Blanket Permit" can be issued if the Superintendent feels that the control is adequate. (A blanket permit will be limited to 5 consecutive working days.)

All hot work activities will require the designation of at least one fire watch unless all combustible materials within a 35-foot sphere can be effectively removed from the area or covered with a non-combustible barrier. Additionally, a fire watch shall be required when automatic fire detection and alarm systems are inhibited. All penetrations to a lower level shall be covered when the hot work may produce sparks, slag or other hot material that could fall through floor penetrations. All hot work areas shall be barricaded and posted with appropriate warning signs to indicate hot work is in progress.

9.2 HOT WORK PERMIT

1. Evaluate if hot work can be avoided. If not, the Hot Work Permit must be completed by

- subcontractor supervision and distributed to the Superintendent for posting.
2. A hot work is required at all times when there is an open flame or sparks are created.
 3. After completing the necessary information, the recommended Precautions checklist must be completed as directed by the permit. The following checks must be managed to assure adequate protection:
 - a. Available Sprinklers, hose streams, fire extinguishers (and training in their use) are available and in use.
 - b. Assure listed requirements are in place for work within 35 feet of combustibles, explosive atmospheres, flammable liquids, floor and wall openings, and combustible materials that cannot be moved or relocated.
 - c. For combustibles that cannot be removed fire blankets shall be used to capture any welding slag or sparks created.
 - d. For any work on walls and ceilings.
 - e. For any work on enclosed equipment.
 - f. Fire watches and work area monitoring are in place and remain so for a minimum of 60 minutes after the work has been completed.

9.3 HOT WORK MANAGEMENT AND CONTROL:

The Walsh Construction Project Team shall review the projects accordingly to ensure that Hot Work Permits are being utilized in accordance with established procedure.

The Walsh Construction Project Team will review the subcontractors' fire watch training prior to hot work activity. Fire watches shall be trained at minimum in the following:

1. Fully dedicated position and cannot perform any other duties.
2. Fire watch shall be trained in the normal use of a fire extinguisher used at the work site, which will in no case, be less than a 10-pound ABC fire extinguisher - except in computer/data rooms where a special type of fire extinguisher may be required.
3. How to summon emergency responders.
4. Emergency evacuation procedures and notification process.
5. Hot Work permit posting requirements (immediate area of the work activity)
6. The standard permit is valid for one shift or 12 hours.
7. Permit cancelled if emergency alarm, fire alarm, or facility emergency occurs.
8. The fire watch shall wear a red vest or hardhat.
9. In some cases, a fire hose may also be appropriate for the fire.
10. Know the locations and proper procedure for use of the building's fire pull stations.
11. Has Stop Work authority.

10.0 EXCAVATION AND TRENCHING SAFETY

10.1 EXCAVATION NOTIFICATION REQUIREMENTS

Prior to the start of any work involving trenching or excavation operations the Sub-Contractor Foreman involved in the trenching work must notify Walsh Superintendent. Walsh or the site work subcontractor

will notify “Dig Safe” and local utilities prior to any excavation taking place. The Subcontractors management or supervision shall designate a “competent person” (one who has knowledge of the excavation standard, who can identify hazardous conditions, and has authority to stop work at any time the excavation does not meet all safety related requirements) to complete the Walsh Excavation Checklist prior to starting work. A Third-Party locator shall be used to locate any underground utilities within the construction area.

10.2 SUPERINTENDENT OVERSIGHT:

It is the responsibility of the Superintendent to ensure that all excavations are conducted in accordance 29 CFR 1926. Close monitoring of all trenching/excavation operations by the Superintendent shall involve:

1. A pre-excavation safety meeting will be held with the Safety Department, Superintendent and Subcontractor Foreman, with Subcontractor Foreman providing Excavation Checklist prior to any trenching operations taking place.
2. Any contractor found excavating a trench improperly shall be stopped immediately and not allowed to continue until proper corrective action has been taken to abate the hazard.
3. The contractor conducting the excavation operation will designate the person competent to perform the work. The competent person will demonstrate to the Superintendent his knowledge of soil conditions and the Contractor's ability to conduct a safe operation. The competent person shall be on site while excavation work is taking place.
4. As previously stated, the Excavation Checklist shall be completed by the Site Contractor's Competent Person and approved by Walsh Superintendent prior to any excavation over 5 feet in depth. In excavations greater than 4 feet in depth and where oxygen deficiency (atmosphere containing less than 19.5 percent oxygen) or Hazardous Atmosphere exists or could reasonably be expected to exist, the atmosphere shall be tested before employees are allowed to enter. A Competent Person trained to conduct atmospheric testing for hazardous atmospheres may be required at the discretion of Walsh.
5. Excavations 5-feet or greater in depth shall be protected by sloping or shoring per OSHA requirements and be inspected using the excavation checklist. The Competent Person shall determine the soil classification prior to any excavating taking place and complete all required inspections.
6. Ladders shall be positioned in excavations 4 feet or deeper so that no employee must travel more than 25 feet to access such ladder.
7. During the excavating process, caution shall be taken to ensure that excavated material is placed no closer than 2 feet from the edge of the trench.
8. Excavations left open overnight shall be inspected by the competent person prior to the start of the next day's activities to ensure the continued stability of the walls of the excavation.
9. Notify “Dig Safe” or other utility locating organizations is to help eliminate potential hazards to workers and unnecessary shutdowns that could be created when electric lines, gas lines, pipelines, sewers and so forth are exposed during trenching and excavation operations.
10. Assure that adequate slopping and benching configurations coincide with the type of soil in which the excavation is taking place.
11. Verify compliance with Engineer's designed earth support systems and assure that manufacture's tabulated data for all utilized trench boxes, is available in the project office. The manufacture's tabulated data limitations must be highlighted and complied with while the box is in use.
12. If manufacture's tabulated date is unavailable, a registered professional engineer must be procured so that the necessary engineering data can be obtained.

13. A copy of the Federal Register 19, C.F.R., Part 1026.650 to 1926.652 and all related appendices must be kept on the project at all times.

10.3 COMPETENT PERSON RESPONSIBILITIES:

1. To test, both manually and visually, all soil deposits excavated. Based on site and environmental related conditions, and on the structure and composition of the excavated earth deposits, the soil will be classified as type A, B, or C. **APPENDIX A** to Subpart P of 29 CFR 1926 will be utilized in soil classification for all new trenches and any time that the excavation conditions change.
2. Inspect all excavations daily prior to personnel entrance or at any time that the excavation changes.
3. Additionally, the following items shall be inspected on a daily basis:
 - a. Surface encumbrances.
 - b. Underground installations. (Dig Safe 1-800-362-2764)
 - c. Proper support of underground structures, duct-banks, etc.
 - d. Egress/Access - no more than 25' lateral travel distance.
 - e. Exposure to vehicular traffic – Class II attire.
 - f. Exposure to falling loads – no working under any excavation equipment while in operation.
 - g. Warning systems for mobile equipment - barricades.
 - h. If water barricades are utilized, ensure they are appropriately filled up.
 - i. Testing and controls for hazardous atmospheres.
 - j. 19.5% oxygen or less – unacceptable.
 - k. 23.5% oxygen or more – unacceptable.
 - l. 10% L.E.L. – unacceptable.
 - m. 35-PPM CO – unacceptable.
 - n. 10-PPM H₂ S – unacceptable.
 - o. Emergency response/rescue equipment availability.
 - p. Water accumulation hazards.
 - q. Stability of adjacent structures.
 - r. Protection from loose rock or soil.
 - s. Excavated materials stored 2' away from edge of excavation.

10.4 MANAGEMENT CONTROL:

The Safety Department and Project Superintendent shall issue the Excavation Checklist to any subcontractor during the subcontractor pre- construction meeting. This will be for any subcontractor engaged in excavation or trenching on their respective projects. The Checklist will list the major exposures associated with the excavation and assure that identification and control measures are in place by the “competent person” assigned to the operation by the subcontractor.

Walsh Superintendent shall be responsible for supervising compliance with applicable safety procedures by all the Direct-Hire, Subcontractors and Sub/Subcontractors and assure full compliance with OSHA trenching and excavation standards.

11.0 SCAFFOLD SAFETY: MANAGEMENT AND CONTROL

Scaffolding is a great tool to help accomplish the job task at hand but working from elevated levels is

inherently dangerous. Looking at the costs associated with falls it is easy to see why specific attention needs to be directed to this work. Walsh has to ensure that all aspects of working from scaffolds are properly managed. Part of that management involves implementing and maintaining controls designed to identify and plan for the risks associated with the activities of erecting, dismantling, and working from an elevated level on a scaffold.

This program applies to all scaffolding on Walsh projects and establishes the minimum requirements for our subcontractors in the erection, dismantling, and use of scaffolding in accordance with Walsh and 29 CFR 1926.450-454.

11.1 FALL PROTECTION

Each employee on all scaffolding more than 6 feet (3.1 m) above a lower level shall be protected from falling to that lower level. This includes required fall protection for all erection and dismantling.

11.2 SCAFFOLD ERECTION

It will be company policy that erection of all scaffolding be under the direction of a “Competent Person” competent in the erection of scaffolding. A copy of the designated “Competent Persons” resume/certifications shall be submitted by the erection company to the Walsh Superintendent prior to installation. Scaffolding shall be erected with one of the following: base plates, screw jacks or casters, on sound, rigid footing. Use of concrete block for footing is not permitted.

11.3 SCAFFOLD TRAINING

All Walsh personnel erecting scaffolding shall receive/or have scaffold erection and dismantling training accordingly. Re- training will be required for anyone who demonstrates unsafe actions or work on scaffolding found to be in non- compliance.

11.4 INSPECTION AND DOCUMENTATION

Scaffold Tagging System Procedure:

Recognizing the dangers associated with the erection and use of scaffolds Walsh has instituted a tagging system that will be administered by Superintendent in conjunction with the Safety Department, as trained and designated competent persons. This tagging system will be required on all the following types of staging:

- 1 Swing staging (Suspension)
- 2 Tubular welded frame (fabricated frame scaffolding)
- 3 Mobile (excluding baker staging)
- 4 System Scaffolding (Tube and Coupler)
- 5 Pump Jacks
- 6 Stair towers
- 7 Mast climbers

The scaffold inspection checklist will be completed by each subcontractor's competent person prior to anyone working on a scaffold. These inspections will be filed in the Walsh office trailer. This tagging system is designed to identify when the scaffolding is ready for use and as a tool for daily sign off by all contractors' competent persons documenting their inspection. The tagging system has three color-coded tags, each representing the condition of the scaffolding system. The color-coded tag definitions follow:

1. Red Tag: Indicates scaffold has not been inspected or is not safe for use by anyone other than scaffold erectors and dismantlers. The tag will read DO NOT USE! This tag will be placed on the scaffold during the erection and dismantling.
2. Yellow Tag: Indicates scaffold has been inspected but can only be used by persons tied off to a proper anchorage point.
3. Green Tag: Indicates scaffold is complete, has been inspected by the competent person, and is safe for use for that shift.
 - i. At no time shall a green or yellow tag be placed on a scaffold that is missing structural members.

Non-Walsh procured scaffolding:

1. When a subcontractor is responsible for the sole use, erection, and dismantling of scaffolding, Walsh will verify that the subcontractor is managing the inspection and tagging system. The subcontractor will provide the tags, and inspection form, orient the subcontractor on the process, assure that daily inspections are being conducted, and that the tags are being initialed.
2. Walsh is required to assure that all scaffold erection and scaffold use is under the direction of a competent person. There should never be a crew working on scaffolding without the oversight of a competent person.

11.5 SCAFFOLD USE COMPLIANCE REQUIREMENTS FOR SUPPORTED SCAFFOLDS

Scaffolds shall be designed by a qualified person and shall be constructed and loaded in accordance with that design. Each scaffold and scaffold component shall be capable of supporting, without failure, its own weight and at least 4 times the maximum intended load applied or transmitted to it.

1. Each platform on all working levels of scaffolds shall be fully planked or decked with a space of no more than 1 inch between the front uprights and the guardrail supports.
2. Scaffolding greater than 4 feet must be equipped with handrails, mid-rails, toe boards, and deck boards.
3. Cross bracing, when installed appropriately, can be utilized as a mid-rail or top rail.
4. Provide access for all scaffolds. Climbing the side of scaffolding is not permitted unless the scaffold is designed with a built-in ladder.
5. The scaffolds front edge shall not be more than 14 inches (36 cm) from the face of the work unless guardrail systems are erected along the front edge and/or personal fall arrest systems are used.
6. The maximum distance that plastering or lathing operation shall be conducted from the face of work is 18 inches (46cm).
7. The maximum distance allowed on outrigger scaffold to the face of work/building is 3 inches.
8. Each end of a plank shall extend at least 6 inches (15cm) over the support unless cleated or restrained.

9. Planks 10 feet or less shall not extend more than 12 inches (30cm) if the plank is over 10 feet it shall not extend 18 inches (46 cm) over the support unless the planks are designed to support employees and their materials without tipping.
10. When planks are overlapped to create a longer plank or to turn a corner this shall occur over supports and shall overlap by at least 12 inches (30cm).
11. Planks shall not be covered with a coating of paint or stains that may obscure the top or bottom wood surfaces.
12. Planks shall not deflect more than 1/60 of the span when loaded.
13. Scaffold components manufactured by different manufacturers shall not be intermixed or modified unless the components fit together without force and the scaffold's structural integrity is maintained and a competent person determines the resulting scaffold is structurally sound.
14. Supported scaffolds with a height to base width ratio of more than four to one (4:1) shall be restrained from tipping by guying, tying, bracing, or equivalent means. These types of support shall be installed according to the scaffold manufacturer's recommendations or at the closest horizontal member to the 4:1 height.
15. This shall be repeated vertically at locations of horizontal members every 20 feet (6.1m) or less thereafter for scaffolds 3 feet (0.91 m) wide or less, and every 26 feet (7.9 m) or less thereafter for scaffolds greater than 3 feet (0.91 m) wide.
16. Supported scaffold poles, legs, posts, frames, and uprights shall bear on base plates and mudsills or other adequate, firm foundation.
17. Footings shall be level, sound, rigid, and capable of supporting the loaded scaffold without settling or displacement.
18. Unstable objects shall not be used to support scaffolds, platform units or used as working platforms.
19. Supported scaffold poles, legs, posts, frames, and uprights shall be plumb and braced to prevent swaying and displacement.
20. When scaffold platforms are more than 2 feet (0.6 m) above or below a point of access, portable ladders, hook-on ladders, attachable ladders, stair towers (scaffold stairways/towers), stairway-type ladders (such as ladder stands), ramps, walkways, integral prefabricated scaffold access, or direct access from another scaffold, structure, personnel hoist, or similar surface shall be used.
21. Cross-braces shall not be used as a means of access.
22. Each employee on all scaffolding more than 6 feet (3.1 m) above a lower level shall be protected from falling to that lower level. This includes required fall protection for all erection and dismantling.
23. The use of shore or lean-to scaffolds is prohibited.
24. The clearance between scaffolds and power lines shall be 10 feet or greater based on verified voltage.
25. Employees shall be prohibited from working on scaffolds covered with snow, ice, or other slippery material except as necessary for removal of such materials.
26. Debris shall not be allowed to accumulate on platforms.
27. Ladders or makeshift devices, such as but not limited to boxes and barrels, shall not be used on top of scaffold platforms to increase the working level height of employees.
28. Each employee on a boatswains' chair, catenary scaffold, float scaffold, needle beam scaffold, or ladder jack scaffold shall be protected by a personal fall arrest system.
29. Each employee performing overhand bricklaying operations from a supported scaffold shall be protected from falling from all open sides and ends of the scaffold (except at the side next to the

wall being laid) using a personal fall arrest system or guardrail system (with minimum 200- pound top-rail capacity).

11.6 SCAFFOLD USE COMPLIANCE REQUIREMENTS FOR SUSPENSION SCAFFOLDS

1. Suspension scaffolds directly connected to roofs and floors, and counterweights used to balance adjustable suspension scaffolds, shall be capable of resisting at least 4 times or 1.5 (minimum) times the tipping moment imposed by the scaffold operating at the rated load of the hoist, whichever is greater.
2. Each suspension rope, including connecting hardware, used on non-adjustable and adjustable suspension scaffolds shall be capable of supporting, without failure, at least 6 times the maximum intended load applied or transmitted to that rope.
3. The stall load of any scaffold hoist shall not exceed 3 times its rated load.
4. All suspension scaffold support devices shall rest on surfaces capable of supporting at least 4 times the load imposed on them by the scaffold operating at the rated load of the hoist.
5. Only those items specifically designed, as counterweights shall be used to counterweight scaffold systems.
6. Counterweights shall be made of non-flowable material. Sand, gravel, and similar materials that can be easily dislocated shall not be used as counterweights.
7. Counterweights shall not be removed from an outrigger beam until the scaffold is disassembled.
8. Tiebacks shall be equivalent in strength to the suspension ropes.
9. Tiebacks shall be secured to a structurally sound anchorage on the building or structure. Sound anchorages include structural members, but do not include standpipes, vents, other piping systems, or electrical conduit.
10. Outrigger beams shall be placed perpendicular to its bearing support.
11. The use of repaired wire rope as suspension rope is prohibited.
12. A competent person prior to each work shift and after every occurrence, which could affect a rope's integrity, shall inspect ropes for defects.
13. There shall be a minimum of 3 wire rope clips installed, with the clips a minimum of 6 rope diameters apart.
14. When U-bolt clips are used, the U-bolt shall be placed over the dead end of the rope, and the saddle shall be placed over the live end of the rope.
15. Each employee on a single-point or two-point adjustable suspension scaffold shall be protected by both a personal fall arrest system and guardrail system. While using suspended scaffolding, attach and secure a safety harness before stepping on the platform and do not remove it until clear of the scaffold. Tie off to an independent lifeline or building structure. Use one lifeline per person.
16. Suspended scaffolding, such as swinging stages, boatswain (bos'n) chairs, floats, and needle beams, requires special approval by the Walsh Construction Project Team before use.

11.7 SCAFFOLD USE COMPLIANCE REQUIREMENTS FOR PUMP JACK SCAFFOLDS

1. Pump jack components must be of the same design and manufacturer. Never use dissimilar parts.
2. Pump jack brackets, braces, and accessories shall be fabricated from metal plates and angles.
3. Each pump jack bracket shall have two positive gripping mechanisms to prevent any failure or

slippage.

4. When the pump jack must pass bracing already installed, an additional brace shall be installed approximately 4 feet (1.2 m) above the brace to be passed and shall be left in place until the pump jack has been moved and the original brace reinstalled.
5. Pump jack ladder scaffold shall be at a minimum 12 inches wide.
6. Poles shall be secured to the structure by rigid triangular bracing or equivalent at the bottom, top, and other points as necessary.
7. Work benches shall not be used as scaffold platforms, never stand on top workbench.
8. Work benches may be used as a top rail if it is installed between 38 to 45 inches above the work platform and is located on all unprotected sides.

11.8 MOBILE SCAFFOLDS

1. Use of mobile scaffolding will require that all wheels are locked prior to workers accessing the scaffolding.
2. All mobile scaffolds shall have guard rails installed once the working deck of the scaffold reaches 4' in height, or manufacturer's specifications, whichever is less.
3. Any time a mobile scaffold reaches twice the minimum base dimension, scaffolds shall be equipped with outriggers, or shall be otherwise restrained against movement.

11.9 SCAFFOLDING MANAGEMENT:

The agreement that Walsh enters regarding scaffolding erection and use needs to assure that all erection and use is under the direction of a competent person. There should never be a crew of masons, carpenters, glazers, working on any scaffolding without the oversight of a competent person for their respective trade. In multi-use staging it will fall back onto the owner/erector, to assure that the scaffolding is safe. Part of each contractor's daily inspection shall be to evaluate the fall protection, bracing and structure tie in, planking condition, base, and mudsill, and loading of the scaffolding throughout the course of every day. The Walsh Construction Project Team must meet with all involved during the subcontractor pre- construction safety planning meeting to ensure effective implementation and maintenance during construction.

12.0 STRUCTURAL STEEL ERECTION: MANAGEMENT AND CONTROL

12.1 STEEL ERECTION SUBMITTALS

All cable guardrails must be looped connections with three cable clamps on each side of the connection, stanchions every 8 feet and flagged or otherwise clearly marked at not more than 6-foot (1.8 m) intervals with high-visibility material. Toe-boards shall be installed for debris protection. Because Walsh will be responsible for cable railing tension once floors are turned over, turnbuckles are to be installed for every straight run of cable.

Steel erectors must submit to the Walsh Superintendent a site-specific steel erection plan written by a qualified person two weeks prior to commencing work. The plan shall contain minimally:

1. Site Layout
2. Sequence of erection
3. Deliveries
4. Staging & Storage
5. Path of overhead loads
6. Crane Set up
7. Fall protection procedures (fall protection required at 6 feet for all operations)
8. Post fall protection plan
9. Training documentation
10. Qualified and Competent person(s)
11. Critical Lifts

12.2 GENERAL REQUIREMENTS

Walsh shall ensure that adequate access roads and a firm, properly graded, drained area, readily accessible to the work with adequate space for the safe storage of materials and the safe operation of the erector's equipment.

It shall be assured that the concrete in Footings, Piers, Walls, and/or mortar in Masonry Piers and walls are in accordance with ASTM standard test method and has reached 75% (Percent) of its intended minimum compression design strength and signed off by a qualified person. The Engineers test results shall be documented and sent to the steel erector prior to steel erection commencing utilizing the "Approval to Begin Steel Erection Form".

Prior to the erection of a column, Walsh shall provide written notification to the steel erector if there has been any repair, replacement, or modification of the anchor rods (anchor bolts) of that column. This shall be documented by utilizing the "Approval to Begin Steel Erection Form" also and given to the steel erector prior erecting any columns on those anchor bolts. Annual 3rd party crane certification must be obtained from subcontractor before work begins. Additionally, operator's licenses must be obtained before work commences. Hand signaling and rigging qualifications.

12.3 ERECTION REQUIREMENTS

1. Pre-shift visual inspection of the crane by a competent person must be done before the work begins on that shift and a copy of this inspection must be given to Walsh in writing before the shift starts.
2. All rigging shall be inspected before each shift by a qualified rigger and a written copy given to the Walsh Superintendent before the work begins on that shift. Defective rigging equipment shall be removed from service immediately. At a minimum the inspection shall meet 1926.251, which shall include but not limited to the following:
 3. Rigging equipment shall not be loaded more than its recommended safe working load.
 4. Rigging equipment, when not in use, shall be removed from the immediate work area.
 5. Special custom design grabs, hooks, clamps, or other lifting accessories shall be marked to indicate the safe working loads and shall be proof tested prior to use.
 6. Slings covered are those made from alloy steel chain, wire rope, metal mesh, natural or synthetic fiber rope (conventional three strand construction), and synthetic web (nylon, polyester, and polypropylene).
 7. Welded alloy steel chain slings shall have permanently affixed durable identification stating size, grade, rated capacity, and sling manufacturer.
 8. Job or shop hooks and links, or makeshift fasteners, formed from bolts, rods, etc., or other such attachments, shall not be used.
 9. Natural and synthetic fiber rope slings shall be immediately removed from service if warning threads are exposed.
10. Each employee engaged in a steel erection activity that is on a walking/working surface 6 feet above a lower level shall be protected from falling by use of guardrail, safety net or personnel fall protection system.
11. Protection from falling objects and the travel paths during the process of steel erection shall be reviewed daily to ensure that no loads are swung over and that no objects can fall on any person.
12. It must be assured that Proper fall protection is in place and reviewed daily by the competent person and that a written copy is given to Walsh with the daily report.
13. Perimeter columns should have holes at 45 inches above the structural slab to install 1/2-inch aircraft grade cable or if using other devices then it must meet the fall protection requirements (200 pounds in an outward and downward direction) or the anchoring point requirements (5000 pounds per person tying off to it). All wire rope shall be secured with at least three (3) Crosby Clips.
14. During decking operations metal decking shall be laid tightly and immediately secured upon placement.
15. All floor openings shall be protected immediately. They shall be protected by constructing guardrails around them or by covering the hole. These types of protection must be in accordance with Subpart M.
16. Beams must be secured to the connections on both sides before the load is walked on to remove the rigging.

12.4 CUSTODY OF FALL PROTECTION (FLOOR TURNOVER)

This policy has been implemented to ensure that, when the steel decking is complete on a given floor, a mechanism is in place to accept said floor so that other trades may safely commence work on that floor. This inspection shall be conducted by the Safety Coordinator in conjunction with the Superintendent and

the steel erectors representative. When turning over a floor a copy of the Custody of Fall Protection Form will be given to the steel erector by the Walsh project team. There are several items that must be completed prior to allowing other trades to access and perform work on a floor. If all the items below are not completed, the floor is not to be turned over.

Required items prior to floor turnover:

1. Overhead protection, being the next floor, must be complete in the area to be turned over.
2. All openings on the floor to be turned over are to be decked over or otherwise covered (hole cover needs to be able to withstand four times the intended maximum load) Large openings (i.e. elevator shafts, stair wells, etc.) must have proper guardrails, toe boards in place.
3. All pour stops on the perimeter of the building and all interior shafts must be in place. These act as the toe board (i.e. overhead protection) to the workers below these areas until the floor is poured and wood toe boards are installed.
4. Access to the floor must be provided. If gang ladders are to be used and more than 25 workers are going to be in the area, a double cleated ladder is required or two access ways.
5. All perimeter/interior (top & mid rail) cables must be tight and not deflect more than 3 inches. Turnbuckles must be installed at the end of each individual strati run. At no time shall any cable rail system (top & mid rail) be more than 12 feet without support.
6. All top rails of the cable guardrail systems must be flagged for visibility with high visibility material at 6-foot intervals.
7. No holes or gaps around the columns.
8. Housekeeping must be completed by the iron workers or their labor force.

Should any of the items above be deficient, the floor is to be rejected until it is corrected. If all items above are satisfactory, is to be completed and a copy given to the steel erector's representative. A representative of the Safety Department is the only one to officially turn over a given floor. The Superintendent is also required to be present during the walk through. It is permissible to turn the floor over in sections given that all the above items are 100% in the given area, there is means of access to this area, and there is a clear delineation between the area turned over and the area not turned over.

12.5 TRAINING REQUIRED FOR SUBCONTRACTORS

Prior to steel erection starting the following specified training shall be required of the erection crews for the following work:

1. Multiple lift rigging procedures – For all iron workers that are involved with this work.
2. Connector procedures – For all iron workers that are involved with this work.
3. Controlled Decking Zone procedures – For all ironworkers that are involved with this work.

12.6 STRUCTURAL STEEL ERECTION MANAGEMENT

During Weekly auditing and monthly project evaluations, all activities shall be reviewed for implementation and documentation. A separate file will be established for all of the necessary paperwork required by the Steel Erection Program Element. Pre- construction safety planning meetings with all Steel Erection Subcontractors shall be conducted a minimum of two weeks before start date/crane mobilization.

13.0 HAZARD COMMUNICATION POLICY

13.1 RESPONSIBILITY

All employees and subcontractors are responsible for complying with the provisions of this program when working for Walsh. Because Walsh is a “controlling contractor” and Walsh projects are considered “multi-employer” work sites, Walsh is responsible that all workers, including subcontractors, are trained and have access to SDS’s (Safety Data Sheets) for materials used on site.

As a minimum, the subcontractor shall incorporate all the basic principles of the Project Safety Program into their Safety Program. The above shall also include the subcontractor’s Hazard Communications Program with SDS to be provided before start of work. Each month subcontractors will provide an updated list of the hazardous materials they have on the project by submitting a Chemical Inventory to the Walsh Construction Project Team. The subcontractor is responsible for maintaining an updated binder of their respective SDSs on the project and will make them immediately available for review upon employee, Walsh or any other request. This can be an electronic binder or system as long as the documents are immediately available.

Safety Data Sheets must be referenced and included in daily THAs as a means of identifying proper personal protective equipment as well as other control measures including spill response and first aid measures. No work is permitted without first having all necessary equipment and controls for the chemical being used on the project. All hazardous materials and chemicals to be utilized on-site by subcontractors will have a Safety Data Sheet forwarded to the Walsh Construction Project Team for review, approval and filing before being brought onsite.

13.2 SAFETY DATA SHEETS

Subcontractor’s will not develop Safety Data Sheets (SDS) but instead depend on the manufacturers, distributors and/or suppliers to provide this information in a timely fashion.

The Site Superintendent is responsible for obtaining and replacing outdated SDS for all products used on the site. The SDS file is reviewed periodically by the Safety Manager to ensure that every hazardous product has a corresponding data sheet. Copies of the applicable SDSs are maintained by the Site Superintendent in the office trailer and are available to site employees and subcontractors on request. While respecting a company’s right to protect secret formulations (trade secrets) SDS’s which omit health and/or safety information will not be adequate to meet Walsh requirements.

No new product containing a hazardous chemical(s) may be purchased or used without first reviewing the corresponding SDS to determine the extent of the hazard and how to properly protect employees from overexposure.

13.3 LABELING

Preserve the labels already on product containers. At a minimum it is expected that these labels will be

written in plain English, prominently displayed, and they will contain the chemical identity and appropriate hazard warning information, including the target organ(s), if available.

Bulk Storage containers of gasoline, fuel oil, propane, etc. have been labeled as indicated in Section 6.1 above. These labels are weatherproof and placed conspicuously on the containers.

13.4 TRAINING

The Subcontractor is responsible for ensuring that employees who work with hazardous chemicals or have the potential of being exposed to hazardous chemicals have received HAZCOM training.

New employees are trained before their initial assignment to an area that where they may use, or be exposed to, hazardous chemicals and on any non-routine tasks that deviate from the normal course of project operations.

Retraining is done annually and whenever new chemicals are introduced into the workplace. All employee training sessions are documented, and the records retained in the personnel files.

13.5 INFORMING OTHER (SUB)CONTRACTORS

It is the responsibility of the Subcontractor to provide other trades with the following information:

1. A list of hazardous chemicals which are used on the site,
2. Measures to reduce the possibility of employee overexposure,
3. Applicable SDSs, and
4. Procedures to follow if overexposure occurs.

Hazard Communication Management and Control: The assurance that SDS's from Subcontractors are obtained, and logged for quick reference, is paramount to the success of treatment in the event of a spill or exposure to construction related hazardous materials. The project will be audited to assure that the Walsh "Safety Data Sheet Inventory Log" log is available and up to date.

14.0 CONFINED SPACE ENTRY PROCEDURES

To establish the means of identifying confined spaces and to implement the policies and procedures necessary to protect Walsh, and subcontractor personnel alike, while performing their respective duties within these potentially dangerous spaces. To this end the following objectives are established:

1. To ensure that personnel do not enter confined spaces until properly evaluated, and a “Confined Space Entry Permit” is completed, under the direction of the Walsh Project Superintendent.
2. Assurance that any Subcontractors, that enter confined spaces, assign a competent supervisor to oversee confined space entry.
3. Air monitoring is implemented to inform the entrants of the possible hazards and to provide them with atmospheric testing necessary for their completion of the “Entry Permit”.
4. Oxygen level shall be between 19.5% and 23.5%
5. Carbon Monoxide level be 35 ppm or below.
6. LEL of explosive gas shall be at or below 10%
7. Hydrogen Sulfide shall be non-existent.
8. Rescue extraction is in place.
9. Entrant supervision is in place.
10. Ventilation, if necessary, is implemented with monitoring to be always conducted when ventilation is in place. This will ensure adequacy of air movement and overall safety of air within the confined space.

DEFINITION:

A confined space is defined as any space that is surrounded by confining surfaces as to permit either the accumulation of hazardous gasses, mists, fumes, vapors, or dusts, or the possibility of an oxygen deficiency or excess; and that restrains egress to such a degree that a person would have difficulty in escaping from such space in an emergency. Examples of confined spaces include vaults, tunnels, manhole, sewers, any tank, tank cars, tank trucks and certain parts of structures such as bins, silos and hoppers.

14.1 RESPONSIBILITIES

The definition of roles and responsibilities is essential. Confined space requirements, policies, and procedures need to be communicated to Field Operations if the goal of preventing unsafe entry into defined confined spaces is to be realized. With roles and responsibilities established, Field Operations can protect employees of both Walsh and all subcontractors while performing their respective duties within said spaces.

WALSH SAFETY DEPARTMENT’S ROLE AND RESPONSIBILITY:

1. Ensure training is provided for all Superintendents on confined space entry.

2. Provide all Superintendents with assistance as requested to carry out the policies and procedures outlined.
3. Assure that any subcontractor entering confined space provides necessary equipment (air monitoring, ventilation, emergency extraction tripods) as required.
4. Assure coordination of entry operations for multi-employer operations so that the operations of one employer does not endanger the safety of other employers working in the same space.
5. Re-evaluate/re-test space any time requested by any employee or employee representative.

SUPERINTENDENT'S ROLE AND RESPONSIBILITY:

1. Orientate Foremen on Company's procedures for working in confined spaces.
2. Evaluate, where feasible, confined space hazards and determine their severity.
3. Prepare Confined Space Entry Permit,
4. Assure arrangement for on-site training of proposed entrants.
5. Assure arrangement for on-site training of proposed attendants.
6. Assure arrangement for on-site training of proposed individuals authorizing or in charge of entry.
7. Re-evaluate/re-test space any time requested by any employee or employee representative.

SUBCONTRACTOR SUPERVISION:

1. Evaluate confined space hazards and determine their severity.
2. Prepare Confined Space Entry Permit, once an entry permit confined space has been identified. Include the following information on the Entry Permit:
 - a. Location of confined space.
 - b. Nature of the hazard(s).
 - c. Establish means, procedures, and practices for safe entry.
 - d. Deploy signs/posters, barriers, etc., at confined space, advising all persons (employees of this company, employees of other companies working onsite, and pedestrians) of hazards that may be present, and that only authorized entrants are permitted to enter.
 - e. Provide name(s) and phone number(s) of local Rescue Services.
 - f. Provide all other information required by Entry Permit prior to confined space entry.
3. Clearly indicate when "hot work" (i.e. welding) will be performed.
 - a. Provide or assist with on-site training for entrants.
 - b. Provide or assist on-site training for attendants.
4. Provide or assist on-site training for individuals authorized or in charge of entry.
5. Provide, maintain, and ensure the proper use of the equipment necessary for safe entry, including testing, monitoring, communication and personal protective equipment.
6. Ensure that procedures and equipment necessary to rescue entrants from permit spaces are implemented and provided.
7. Provide copy of Entry Permit and any other information available to other contractors on-site, where there is a possibility that their employees may enter the confined space, to ensure that they are aware of the hazards within the space, and procedures for safe entry and exit from same.
8. Furnish the Company's office with copy of Entry Permit.
9. Inspect evacuation of space once work is complete for orderly and safe cancellation of permit once work in confined space has been completed.
10. Re-evaluate/re-test space any time requested by any employee or employee representative.

ENTRANTS ROLE AND RESPONSIBILITY:

1. Advise Foreman of any potential hazards once recognized.
2. Participate in on-site training for confined space entry.
3. Follow all instructions given on conduct relating to entry permit confined space.
4. Request confined space be re-evaluated any time questions arise.

14.2 WALSH POLICY

Because the exposure to injury or death is so high, it is mandatory that the following procedures be followed before entry into any confined space.

SUPERVISION:

Work in confined spaces shall be done only under the authorization and direction of competent work supervisors who are adequately trained as mentioned above and shall be thoroughly familiar with the hazards that may be encountered.

EMPLOYEE TRAINING:

Every employee directed to enter a confined space, perform stand-by duties, provide emergency service, give first aid or act in any rescue, shall be trained thoroughly in his or her particular responsibility. Initial training shall be conducted prior to initial assignment, prior to any change in assignment, or any time a new hazard has been created or special deviations have occurred.

REQUIRED EMERGENCY PERSONNEL:

At least one designated person shall be immediately available to secure or render assistance in the event of an emergency. At no time shall he or she leave. Rescue services shall be coordinated/performed by any of the following:

1. Rescue provided by "host" facility.
2. Provided by an outside service which is given an opportunity to examine and evaluate the entry site, practice rescue, and decline as necessary if they don't feel they are adequately equipped.
3. Provided by the employer (Walsh will not provide rescue personnel) that is equipped and trained to perform necessary rescue. Subcontractors must exhibit proficiency prior to acceptance by the Walsh project team.
4. The Walsh policy shall be that no work be performed in any confined space that has atmosphere s immediately dangerous to the life or health (IDLH) of anyone associated with the project.

PRE-ENTRY CONSIDERATIONS:

Considerations necessary for safe work in a confined space will vary greatly depending upon location, configuration, and service. After a Walsh Superintendent, or other qualified person, has assessed the potential hazards, this person shall implement the following safeguards:

ENTRY PERMIT:

A “confined space permit” to authorize work in a confined space shall be completed.

IGNITION SOURCES:

Before any work is done which may release flammable vapors, roads in the immediate area shall be barricaded and posted. Welding and other work, which may be a source of ignition, shall be stopped. Any equipment, which may provide a source of ignition, shall not be permitted within the vicinity of the confined space until the area has been tested and found vapor free. Portable lights used outside as well as inside the confined space shall be suitable for hazardous locations and meet specifications of the National Electrical Code found in the NFPA Publication 479 M.: Portable lights as well as other equipment with connectors or switches approved for hazardous locations and which are constructed and used in full agreement with the American National Standard z117.1-1977, Sections 5.2.1.1 through 5.2.1.6. and OSHA CFR 1910.399 (a). **Isolation** - The confined space shall be isolated by disconnecting all lines connected to the space.

LOCKOUT/TAG-OUT:

Electrical equipment connected with the confined space shall be locked out / tagged out to prevent injury or equipment damage if inadvertently turned on.

TESTING AND MONITORING:

A qualified person shall conduct a survey of the surrounding area, including atmospheric testing if appropriate, to determine whether it is safe to perform confined space entry. These instruments shall be maintained and calibrated to the manufacturer’s specifications.

Entry into confined space is prohibited until initial testing of the atmosphere has been completed from the outside. Tests performed shall include oxygen content, flammability, Carbon Monoxide, and Hydrogen Sulfide. If tests indicate atmospheric conditions are hazardous, the confined space shall be purged, ventilated, and again re-tested. If atmospheric conditions are still hazardous and the confined space cannot be purged free of contamination, additional tests shall be selected and performed to the satisfaction of the qualified person. All test results shall be recorded on Walsh Confined Space Entry Permit. After job completion, this form is to be retained indefinitely.

Entry into a confined space for any type of work is prohibited when tests indicate the concentration of flammable gases in the atmosphere is greater than 10 % of the lower explosive limit (LEL).

Entry into a confined space for any type of work is prohibited when tests indicate the concentration of oxygen to be less than 19.5% or greater than 23.5 %.

Entry into a confined space for any type of work where Carbon monoxide levels are above 35 PPM shall be prohibited. Carbon Monoxide is colorless and odorless. Instrumentation monitoring is absolutely essential because of that characteristic.

Entry into a confined space containing toxic contaminants in concentrations, at or above the threshold limit values, (TLV) shall be permitted only when personal protective equipment appropriate for the specific

contaminants are provided to all affected personnel.

The confined space shall be tested as often as necessary to ensure the safety of employees, and whenever conditions in the confined space change.

In addition to atmospheric testing, a qualified person shall take positive steps to ensure that employees are protected from other physical hazards, which would include, but are not limited to the following:

1. Discharge of steam, high-pressure air, water, or oil into the confined space, or against personnel working outside.
2. Structural failure of the tank shell, roof and roof support members, swing line cables or other tank members. Tools or other objects dropping from overhead.
3. Falls through or from the roof, or from scaffold, stairs, or ladders.
4. Tripping over hoses, pipes, tools, or equipment.
5. Slipping on wet, oily surfaces or colliding with objects in adequately lighted interiors. Insufficient or faulty personal protective equipment.
6. Insufficient or faulty operations, equipment, and tools. Noise more than acceptable levels.
7. Temperature extremes, which may require additional protection or shorter work periods.

EMERGENCY EXTRACTION:

Whenever a worker is required to enter a Permit Required Confined Space, he/she shall wear an approved safety harness with lifeline attached and secured outside the confined space, if it doesn't create an unsafe condition. A mechanical means of extraction shall be made available. The anchorage for all lifelines shall be designated by a qualified person, and will meet a 5,000 lb. minimum strength requirement.

If necessary, ventilation (blowers with attached hoses) shall be constant as work is being performed in the confined space.

COMMUNICATION WITH ENTRANTS:

The attendant needs to have a method to communicate with entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space, when required.

While specific communications methods will vary with the circumstances, they must be effective and reliable. It is important to establish a standard for making contact between attendant and the entrant, so the attendant will be able to detect unusual or erratic behavior on the part of the entrant, which may be indicating an undetected hazard.

MANAGEMENT CONTROL:

The Walsh Construction Project Team shall, as a part of its pre-construction meeting with respective exposed subcontractors, identify and ensure that the confined space policies and procedures are adhered to. Review of procedural field implementation shall be reviewed when auditing the site for field compliance. Additionally, because of the importance of good training the following requirement for the individual authorized, or in charge of, confined space entry shall complete, "Training and Duties of Individuals Authorizing or In Charge of Entry".

On an annual basis the Safety Department shall review the program and all cancelled permits to assure that all risk is being adequately managed through the processes currently in place.

15.0 WALSH CRANE SAFETY POLICY

Subcontractor management and supervision, with assigned equipment operators, are directly and primarily responsible for inspection, signaling, rigging, operation and control of all cranes as outlined in this procedure. The Walsh Superintendent shall oversee to ensure that the activities listed take place.

15.1 WALSH REQUIREMENTS AS “CONTROLLING ENTITY” PER NEW OSHA 1926.1400 SUB.CC

WALSH (CONTROLLING ENTITY) INITIAL RESPONSIBILITY:

1. Provide firm, drained, and graded ground conditions sufficient to support equipment to manufacturer’s specification for support and degree of level.
2. Locate and inform the user of equipment of the location of underground hazards (voids, tanks, utilities)
 - a. Identify crane set up locations.
 - b. Contact local one call and private locator.
 - c. Review all available as-builts.

PRIOR TO OPERATION:

1. Assembly/Disassembly “Director – Need letter from crane company on their official letterhead identifying Assembly/Disassembly Director as competent and qualified.
2. Operation - Current Operators License/Certification (NCCCO, OECF, NCCER, CIC Certification).
3. Inspection - Third Party Certification of Crane
4. Mobile Hydraulic – Need third party certification within the last year.
5. Lattice Boom and Tower Cranes – Needs third party certification after erection and if the crane has been modified. Ex. Jumping the crane.
6. Diagram of crane set-up location
7. Radius of all picks to be made.
8. Determination of any “Critical Picks”
Completion of Walsh Critical Pick Plan
9. Prior to crane erection/use develop a plan for Overhead Electrical Exposure (anything within 20 feet).
10. Operators Daily Inspection –Written (to include all wire rope and all associated rigging)
11. Appointment of “Qualified Signaller” – Need letter from employer of individual signaling on their official letterhead, identifying Qualified Signal Person as competent and qualified for any crane signaling necessary due to obstructed views or site-specific safety concerns to be conducted on site.
12. Appointment of “Qualified Rigger” – Need letter from employer of individual performing rigging on their official letterhead, identifying Qualified Rigger as competent and qualified for any person:
 - a. Engaged in hooking, unhooking or guiding the load.

- b. Involved in rigging a suspended load that flies over any and all “Fall Zones.”
- 13. Appointment of “Crane Operator”- Need letter from employer of completed crane evaluation.
 - a. Operator needs certification from National Accredited Operator Testing Organization
 - b. Current Medical Card and Driver’s License

15.2 INSPECTION

There are varying procedures for inspection of subcontractor’s cranes, and they shall be discussed in detail in this section.

HYDRAULIC CRANES AND TRUCK MOUNTED BOOM LIFTS:

All hydraulic cranes and truck mounted boom lifts shall have had a thorough inspection, in the last year prior to arrival at the jobsite, by a competent third-party inspector. That inspection record, with identification of inspector stated clearly on it, shall be provided to the Walsh Project Superintendent prior to the crane operating on site.

All Cranes must be inspected by a Third-Party Qualified Person after being assembled, whenever any components are modified or repaired, involved in an incident, and annually. If the crane was disassembled then reassembled on site, a third-party inspection must be performed and documented after reassembly. This does not include attaching a jib to a mobile crane.

After confirmation that the machine has been inspected and certified within the last year by a competent third party, the following procedures shall be followed:

1. Superintendent and Assigned Walsh Safety Coordinator meet with the foreman, operator, and oiler, if assigned, to assure a thorough completion and implementation of a daily and monthly inspection checklist assigned to that machine.
2. Establish positively, the weight of each load before handling. Check machine stability and maximum operating radius to assure all loads are with 75% as established by the cranes load chart. Any loads over 75% are considered critical requiring the completion of Walsh Critical Pick Checklist prior to the pick.
3. Observe hydraulic crane booms, to include all telescoping sections, and the hoisting system hydraulic cylinders, for any damage, or leaks. Assure that no booms have any welded add-ons. If any welded add-ons to the boom are noted, ensure that Manufacturer approvals are on file for that machine.
4. Coordinate date for an independent Third-Party Inspection service for crane if any questions arise concerning crane maintenance or set-up.
5. Assure operator has operated the crane in question, and that it is not a pure bare rental. If it is the first time that a crane is operated by the operator in question, the company owning the crane shall train the operator in that crane before making any production related picks.

LATTICE BOOM AND TOWER CRANES:

To assure that all cranes utilized on Walsh projects are in safe operating condition, a third-party,

independent inspection shall be conducted on site on all subcontractor's Lattice Boom. Tower Cranes must be inspected during erecting, climbing (e.g. "jumping") or dismantling activities by a Qualified Person. Additionally, a Registered Professional Engineer must verify that the host structure is strong enough to withstand forces imposed on it by braces, anchorages, and supporting floors, and Tower Cranes during set up and prior to operation.

15.3 RESPONSIBILITY:

Estimating shall communicate to subcontractors utilizing the cranes that third party inspection will be required during set-up and to include the cost of such inspection within their work scope and price.

Prior to the subcontract award, the Project Manager shall communicate to any subcontractor that third party independent crane inspection shall be conducted during crane assembly and set-up. The cost of such inspection is to be the Subcontractor's responsibility. The Project Manager needs to ensure that third party crane inspection language is contained in the contract of any subcontractor utilizing a crane for their operations. The Project Manager and Project Superintendent need to coordinate third party inspection, with qualifying subcontractors, in a timely manner to prevent any down time.

15.4 RECOMMENDED CONTRACT LANGUAGE

A qualified and independent third party shall inspect all Lattice Boom and Tower cranes that are brought on site during set-up and prior to operation.

OPERATOR QUALIFICATIONS:

Subcontractors shall demonstrate to Walsh Superintendent that their Crane Operator is properly licensed or has the experience necessary to operate the crane in question. The preferable license is the National Crane Certification of Operators certification. Minimally, the crane operator should be licensed in the respective state in which they are operating. If the state does not have licensing certification, then the crane company shall demonstrate the proficiency of the operator through either experience or actual operation. Walsh shall make it clear that the operator has the right of refusal to make any pick deemed unsafe by the operator.

15.5 CRANE LOAD CAPACITY CHARTS

Crane load capacity charts shall be posted in the cab of each crane, and always visible to the operator. In mobile hydraulic cranes, the operator shall operate either off the "Rubber Chart", or with outriggers fully extended. Any pick off "Rubber Chart" will be considered critical with critical lift protocol followed.

15.6 CRITICAL LIFTS

A critical lift is when any of the following conditions exists.

1. Any lift that exceeds 75 percent of the cranes published load chart capacity at the required lift radius.

2. Lifts that exceed 90% of the mobile crane's published load chart must be approved by the Sr. Project Manager or Program Manager. No lift above 95% of the crane's load chart is permitted.
3. When any part of the equipment's maximum working radius in the work zone, load line or load (including rigging and lifting accessories), could get closer than 20 feet of energized power lines up to 350kV or 50 feet of energized power lines over 350kV.
4. Pick and Carry operations for rubber tire cranes.
5. Any lift made with a rubber tire crane on outriggers that are less than fully extended.
6. Crane – Supported Personnel (Work) Platforms and man baskets shall not be used unless there is no other safe means of access to the work area and OSHA procedures for suspended work platforms are followed. If these methods are employed, they are critical lifts.
7. Multi-Crane Lifts: any lift performed by a crane that requires assistance from another crane or lifting device. These type lifts restrict the lifted load's center of gravity from freely suspending directly beneath a single crane's boom head or auxiliary lifting point.
8. Lifts involving crucial or long lead time equipment.

15.7 WRITTEN CRITICAL LIFT PLAN

A written critical lift plan shall be prepared for all critical lifts to assure that adequate planning has been conducted prior to the lift being made. The plan shall be submitted to the Walsh Construction project team for approval prior to lift being made. To ensure adequate time for review of such plan, it should be submitted at least 10 days prior to the anticipated date of the lift. The Critical Lift Checklist highlights the information necessary.

Critical lifts require extra care due to the small margin of error and/or serious consequences of any mistake. Critical lifts should be avoided if possible and shall be performed under direction of the Lift Director. Crane movements should be preplanned, and compound movements should be avoided, which will reduce the amount of dynamic loading induced on the crane structure. For critical lifts, the operator must use drum pawls as instructed in the machines Operators Manual to protect against inadvertent lowering and to park loads.

The following information shall be included:

1. Why the lift is critical
2. Type of crane
3. Boom length
4. Boom angle
5. Radius
6. Weight of load (weighing may be necessary)
7. Dimensions of load
8. Attachment points for rigging
9. Obstructions in path of load
10. Crane operator's qualifications

15.8 APPROVALS

If the crane operator anticipates any deviation from crane manufacturer's recommendations, the crane operator shall secure written approval from the manufacturer (which may be in e-mail form) and present such approval to Walsh Construction Project Team.

Note: Cranes are rated while performing in a level position, on a solid surface, with no wind conditions considered.

15.9 CRANE OPERATION

1. Only the following qualified personnel shall operate cranes:
 - a. Designated operators complying with State or City Laws.
 - b. Maintenance and test personnel when they have the specific training and hands on work experience to operate, test or maintain the type of crane that they are servicing.
 - c. Qualified Crane Inspectors
 - d. Maintain continuous contact, visual or vocal, (with a radio that has a dedicated channel or hard-wired communication system – Nextel's are not considered adequate) between the crane operator and one qualified signalman. If for any reason contact is lost, the crane operator shall stop all operations and not resume any crane function until full contact is restored.
 - e. The crane must have sufficient capacity and proper type (crawler, rough terrain, truck cranes, mechanical or hydraulic) to fulfill all requirements of the work without endangering personnel or equipment.
 - f. Outriggers on all truck cranes shall be fully extended and set for all lifts. Lifts shall not be attempted with outriggers partially extended and set. Outrigger floats shall be on proper dunnage (solid with no gaps) that is 3 times the area of the float or per manufacturer's specifications. No pick and carry lifts are to be made with truck cranes.
 - g. Rough terrain cranes operated in stationary position shall have outriggers fully extended and set before any lift is made.
2. Pick and carry loads with rough terrain should be avoided. Where necessary to do so, the following applies:
 - a. Use the load chart on truck cranes with rubber wheels.
 - b. Investigate route to be followed for solid and level footing.
 - c. Restrict travel speed to maintain control of the load.
 - d. Tie the load to the frame of the crane.
 - e. Personnel will not touch the load for any reason. In addition to Item 6(d), tag lines will be used for control of the load.
 - f. Where possible, outriggers should be extended and set within a few inches of ground level.
 - g. Establish positively the weight of the load before handling. Check brakes and machine stability when the load is still only inches above the ground.
3. The operator must not attempt any lift for which he/she feels conditions are inadequate. The crane operator has the authority to stop and refuse any loads until a qualified person has determined that the pick can be made safely.
4. Only qualified crane personnel shall direct the changing or disassembly of crane booms. Consideration should be given to having the manufacturer's representative present.
5. The operator shall observe the following precautions when leaving the control station of a machine:
 - a. Disengage the master clutch.
 - b. Lower bucket or crane load to the ground.

- c. Set safety pawls on all drums where these are operated manually.
- d. Set the swing brake and travel brakes to prevent machine movement when lifts unattended for short periods and operator remains in immediate area.
6. When the crane is left unattended for extended periods of time or the operator leaves the immediate area, all brakes and locks shall be engaged.
7. Cranes shall be operated smoothly, avoiding sudden stops and starts.
8. The hoist line must be always vertical.
9. At no time shall personnel be positioned beneath suspended loads.
10. No one is permitted to ride the hook or the load.
11. The boom hoist drum pawl should be always engaged except when lowering the boom.
12. Do not get on or off a machine when it is in motion. No adjustment, repair, or lubrication is permitted on moving machinery unless required by the manufacturers.
13. Work within 20 feet of electric lines is prohibited.
14. All loads require a tag line.
15. No toolboxes, oil cans, choker racks, water coolers or similar additions may be placed in the radius of the swing of the counterweight where a person could conceivably be struck.
16. The swing radius of the counterweight must be barricaded.
17. Lifts associated with steel erection and concrete bucket handlings are the only crane operations where free-fall can be used.
18. The manufacturer's operations manual and load charts associated with the machine shall be always in the cab of the crane.
19. Manufacturer's instructions and prohibitions must be followed at all times during the assembly and/or disassembly of the crane.
20. All safety devices must be on the equipment and must be in proper working order prior to operation. If any of the devices are inoperable, the equipment must be taken out of service until such components are repaired or replaced. Some examples include crane level indicator, boom stops, jib stops, foot pedal locks, horns, etc.
21. All manufacturer procedures applicable to the operational functions of equipment, including its use with attachments, must be complied with at all times.
22. All cranes shall be equipped with an anti-two-blocking device which will cease all operations of the crane if operation will result in the crane becoming two-blocked.
23. An ABC fire extinguisher, load chart, and operator's manual are required to be in the cab at all times.
24. All underground vaults and existing utilities will be marked before as well as before any crane is set up.
 - a. Documented rigging equipment inspections.
 - b. Documented daily crane inspections filed with the Walsh Construction Project Team weekly.
 - c. All cranes must use anti-two blocking devices, as specified in ANSI B30.5 for each load hoisting line. Cranes must be operated in compliance with 29CFR1926.1400.
 - d. Mechanical parts of any crane must be inspected by the operator and given to the Walsh Superintendent prior to each shift and monthly.
25. Cranes are to be operated within the design limits specified by the manufacturer.
26. All Riggers and Signalers are to be "Qualified" riggers and "Qualified" Signal persons and must be designated by wearing a hard hat cover and/or a designated high-vis vest that is solely different than those worn throughout the rest of the project.
27. The rated load capacity of the crane is never to be exceeded.
28. Rated load capacities, recommended operation speeds, and special hazard warnings or instructions

shall be posted conspicuously on all equipment.

29. All accessible areas within the radius of the counterweight swing must be barricaded to limit access.
30. Cranes, hoists, boom trucks and derricks shall not be installed or operated within 20' of any power line unless lines have been de-energized and grounded, or other options per OSHA 1926.1407 are implemented.
31. Personnel are prohibited from riding on the hook of the "headache" ball.
32. The use of personnel hoists must be approved by the Walsh Construction Project Team after the subcontractor has proven there is no other practical safer means.
33. All OSHA requirements must be followed when using personnel baskets.
34. Outriggers must be fully extended and on firm ground.
35. Crane inspections must be conducted on equipment per the OSHA standards. These inspections and the competent person are the responsibility of the crane owner and the contractor providing the crane.
36. The use of a mobile phone while operating a crane is strictly prohibited.
37. Tower, rough terrain, and crawler crane operations must have an operable anemometer to measure onsite wind speeds during work. This can be a crane-mounted unit or a handheld device.
38. Crane appurtenances that exceed 200-feet above the ground shall be marked and lighted, unless an exemption is received from the FAA.

15.10 RIGGING/MATERIAL HANDLING

Any contractor performing rigging must have a qualified rigger. Slings without identification marking must be removed from service.

1. Safety latches must be installed on all hooks (shakeout hooks are an exception).
2. Do not leave unsecured or unattended suspended loads.
3. Use softeners when possible, to obtain a "bite" on material being rigged.
4. Inspect wire rope slings for frays, kinks, and worn spots before each use. Do not exceed safe working capacity.
5. Inspect fiber rope slings for broken fibers, wear, and deteriorated inner and outer strands prior to use. Do not use fiber rope slings where fumes, vapors, sprays, mist, and corrosive chemicals are present. The use of chains is not allowed.
6. All rigging components shall be inspected prior to every use and must be free of all defects. Any wire rope, nylon and or chain slings found to be defective shall be tagged out of service and removed from the site. The rigging inspections shall be documented on a weekly basis utilizing the rigging inspection form and shall be turned in to the Walsh Superintendent.
7. Rigging shall not be loaded in excess of its safe working load. Any rigging loaded beyond capacity or used for non-intended purposes shall be removed from service and placed in the Walsh Project Superintendents office for non-use assurance.
8. Tag lines shall be used on all rigged loads.
9. Only "qualified riggers" will be allowed to rig any load which will be suspended and swung into place.
10. Only "qualified signal persons" shall signal loads suspended and swung into place by any crane or hoisting machinery.
11. All hooks utilized in hoisting materials, which rigging will be attached, shall be equipped with

manufacturers supplied safety latches.

12. At no time shall any person, or part of a person, be under a suspended load. The one exception to this rule involves ironworkers involved in making connections for the purpose of structural steel erection.
13. All rigging (wire rope slings, wire rope chokers, nylon slings, etc.) shall always have identification tags affixed to them.
14. Rigging equipment, when not in use, shall be removed from the immediate work area.
15. Except for steel erection, multiple lift rigging ("Christmas Treeing") of any material is prohibited. Christmas Treeing for steel erection shall be limited to 3-pieces.

15.11 CRANE WORK NEAR OVERHEAD ELECTRIC OR HAZARDOUS PIPELINES

1. Walsh site Superintendent and Subcontractor foreman shall review the scope of work.
2. These individuals will decide whether:
 - a. The line will be shut down;
 - b. The crane will be grounded;
 - c. If an electrical department stand-by man is necessary;
 - d. If protective equipment must be worn.
3. Note: Employees handling tag lines or attaching or disconnecting loads must wear tested Linemen's gloves of adequate voltage rating with protectors and rubber footwear as per OSHA standards.
4. No crane shall be operated under these conditions unless:
 - a. A signalman is present whose sole function shall be to assure that clearances are maintained.
 - b. Signs and barricades warning personnel to stay clear are posted around the crane.
 - c. The crane operator is the only person on the rig under any high-tension lines.
5. Precautions noted in this procedure apply to all electric lines. Similar considerations must be given to piping systems that contain potentially hazardous materials.
6. Correct identification of all overhead electric lines is vital since there is considerable resemblance between some high voltage lines and "telephone" lines.
7. All crane operators will be instructed to stay on the rig in case of contact with any electrical lines.
8. Fixed leads shall be provided with ladder and climbing devices, and adequate rings, or similar attachment points, so that the loft worker may engage his safety harness lanyard to the leads.

16.0 WALSH EQUIPMENT SAFETY POLICY

16.1 FORKLIFTS, LULLS, BOBCATS AND ALL POWERED INDUSTRIAL VEHICLES

1. All Walsh personnel and Subcontractors who intend to use this equipment shall comply with 520 CMR 6.00 and follow the requirements of Federal OSHA Regulation in particular 29 CFR 1926 and 1910.
2. Operator of equipment shall verify and assure that trailer chocks and supports are in place prior to unloading.
3. All workers must be trained and certified by a qualified instructor for the specific piece of equipment they will operate. Training shall involve classroom instruction/testing and practical operation instruction/testing, with said training conforming to the requirements of the manufacturer. Retraining is to be conducted every 3 years or at any time the Walsh Superintendent recognizes inadequacies in operation or if an incident occurs. Training will include understanding load capacities of individual machines, distances at which loads can be picked and placed, re-fueling requirements, operation of machine on slopes and ramps, visibility requirements when traveling forward or backing, and balancing and counter balancing consistent with manufacturers requirements.
4. Only authorized (training and proficiency testing) Walsh employees shall be allowed to operate any mobile equipment.
5. The operator's manual and fire extinguisher must be with the equipment at all times.
6. Load charts must be posted in cab at all times. At no time shall the machine be loaded beyond its rated capacity.
7. At no time any loads or materials to be suspended from the forks or any part of the cradle assembly, traffic carriage, or boom. Only manufacturer approved devices which were specifically designed for this task will be allowed. Additionally, the operator shall not attempt to use the machine in any manner or for any purpose other than that for which it was designed. If the machine is being used inside a building, then air quality needs to be reviewed. This includes scrubbers being installed on the exhaust of the equipment to reduce the quantity of gases being released from the equipment. The scrubber, air quality, and machine must be reviewed and monitored on a regular basis.
8. All equipment is to be inspected before each shift in compliance with manufacturer's recommendations.
9. The inspection shall be documented using the Powered Industrial Vehicle Inspection Form or

approved equivalent.

10. All equipment shall be fitted with working back-up alarms. If background noise renders back-up alarm inaudible, then an assigned competent person shall be employed to oversee the backing of equipment.
11. Seatbelts shall be always worn by all equipment operators. Unless equipped, passengers shall not ride on equipment.
12. Eye protection shall be mandatory for anyone operating equipment in an unenclosed cab.
13. Fueling of all equipment shall be done only after the engine has been shut off. No smoking signs shall be posted, and fire extinguishers mounted and available in the area where refueling is to be done.

Any time equipment or lifts are operating on site, each subcontractor is to have a spill kit available for immediate use in the event of a release of restricted or non-restricted material. Workers are to follow the guidelines set forth in the Walsh Spill Containment Program, at a minimum. Subcontractors may follow their own plan provided all the items in Walsh Spill Containment Plan are met.

16.2 AERIAL AND SCISSORLIFTS

EQUIPMENT INSTRUCTIONS AND MARKINGS:

Each aerial/scissor lift shall have a manual containing instructions for maintenance and operations. If a unit can be operated in different configurations, then these shall be clearly described, including the rated capacity of each configuration.

All scissor lifts and boom lifts shall have an approved shroud or guard over the joystick/controls, or a timeout feature on the lift/lower and drive selector, which disables the lift/lower and drive functions after several seconds of inactivity. Moreover, boom lifts must be delivered with anti-crush or secondary-guard technology.

All scissor lifts and boom lifts shall have approved working gates. Chains are not allowed on Walsh Healthcare projects.

OPERATING PROCEDURES:

1. Prior to mobilizing, all Mobile Elevated Work Platforms must be inspected to ensure compliance with Walsh requirements. MEWP's (scissor lifts, aerial boom lifts, and knuckle booms) must have dual action controls to be approved for use. Dual action controls require that there be two separate actions to activate the lift. If a MEWP arrives on site and does not have dual action controls and/or anti-crush device, then it must remain inoperable until a dual action control and/or anti-crush device is installed. The dual action control may consist of a button that must be depressed for the controls to operate, or a toggle switch that must be activated prior to operating the MEWP controls (The toggle switch must automatically return to the center when released).
2. When a lift is delivered to the project, the rental company or the owner of the lift shall inspect the lift & provide documentation that the lift is safe to operate onsite. The lift shall be free from any physical defects in new or like new condition with all the safety placards present. The operator's manual and inspection documentation shall be included.

3. Operators shall read and obey all warning placards on the machine and become familiar with the operator's manual. This includes all manufacturer's recommendations and operating instructions.
4. A malfunctioning lift shall not be operated until it is repaired per the manufacturer's recommendations and shall be tagged out of service.
5. The controls shall be plainly marked as to their function.
6. A pre-start inspection shall be completed daily before use. If the lift has defects or is malfunctioning, then it should not be used.
7. Prior to operating the lift, the operator shall check the area for hazardous conditions including debris, holes, and bumps.
8. Make sure the lift is on level ground at all times when the platform is elevated.
9. Stunt driving and horseplay will not be permitted.
10. Do not load the platform more than the designed working load. The personnel's weight is included as part of the load.
11. Materials placed in the basket shall not extend beyond the outer edges of the basket.
12. Aerial/scissor lifts are not to be used as cranes. Lifting with the basket, handling chokers, or boom is not permitted.
13. Always be sure that there is sufficient clearance before moving under any overhead obstruction or when working near electrical lines.
14. Do not walk under the boom to gain access to the platform.
15. Do not tie the platform off to any structure.
16. Do not stand on the rails, always keep your feet on the platform. Planks, ladders, or other devices shall also not be used to raise the height of the platform. Only manufactured allowed components can be used to gain height.
17. Safety harnesses in compliance with 1926.453(b) (2) (v)/Letter of interpretation #20070823-7896 (January 2009) must be worn and tied off to an approved anchorage. A 2-foot lanyard or a qualified retractable lanyard is recommended for fall protection.
18. All scissor lifts must be equipped with an attachment point provided by the manufacturer for a restraint system, they are to be used. The intent of this protection is to keep workers within the confines of the passive protective system (rails) so the shortest length of lanyard that allows the task to be completed and keep the worker confined to the walking/working surface is required. Note: These attachment points are not designed as fall protection anchorages.
19. Never climb above the work platform. Employees must keep both feet on the floor of the basket and not stand on the railing or toe board during operation.
20. Do not use a lift to access any structure. Personnel may exit when all other means of access are impractical or create a greater hazard, if continual tie off is maintained.
21. The basket must be at its lowest possible elevation when moving the machine.
22. Barricades and/ or a flag person should be used when operating in high traffic.
23. Use care when exiting the basket; do not jump from the basket.
24. Controls shall be tested in accordance with the manufacturer's recommendations or instructions prior to use to determine if they are working properly.
25. Tying off to an adjacent structure, pole, or other equipment is not permitted.
26. Modifications or alterations of the lift shall not be made unless prior written consent is received from the manufacturer. A registered professional engineer must be qualified with respect to the equipment involved and must ensure the original safety factor of the equipment is not reduced.
27. Working swing gates are required on all scissor lifts. Chains are not allowed to be used as a gate.

TRAINING:

1. All Walsh Personnel and subcontractors using aerial/scissor lifts owned by, rented by, or otherwise under the control of Walsh shall be trained by a 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.
2. All training shall be documented and kept on file in the field office.
3. An outline will be used by the instructor during training sessions to cover all facets of aerial lift operations.
4. All persons receiving training shall perform the following:
5. Hands on operation of controls at the platform and lower-level panel.
6. Preoperational inspection of the lift as well as a functional test to ensure competency of the individual who is to operate the lift.

MANAGEMENT AND CONTROL:

A safety file will be established on the project for all necessary certification, inspection, and licensing necessary for the safe operation of the equipment listed in this program element. This file shall be reviewed by the projects assigned Safety Coordinator on a periodic basis to assure the necessary information is being collected, reviewed for approval, and filed.

Mobile Elevated Work Platform Use in High Lift Situations (applies to boom lifts with an operating platform height of 30' and above) require the following:

1. A dedicated JHA shall be developed for each activity operating a MEWP above 30'.
2. A system for managing the affected area below the basket (i.e. CAZ) and movement of the MEWP's is necessary to decrease the risk of struck-by hazards.
3. If any of the workers in the Aerial Boom Lifts are incapacitated and incapable of descending, a rescue may be required. Due to the nature of this type of work, it is prudent to establish an emergency response plan which has redundancy built into it.
4. Boom lifts cannot be operated by the basket controls without first depressing a covered, protected foot switch. This causes the operator to be intentional about basket movement and reduces the risk of incidental operations.
5. The lifts should have a pressure-actuated auto shut-off across the controls which shuts down the equipment to prevent entrapment.

DEDICATED SPOTTER:

Required any time a scissor lift must be moved in an elevated state, entering or exiting doorways or when operated in congested areas. Spotters will be responsible for ensuring that the area around the MEWP and the travel path are free of obstruction and clear of equipment and personnel.

A DEDICATED GROUND SPOTTER (WITH NO OTHER COLLATERAL DUTIES) SHALL BE IN PLACE WHOSE DUTIES ARE AS FOLLOWS:

1. Visually verify and communicate via two-way radio that all obstructions are clear of the path of travel at the ground level.
2. Visually verify that all obstructions are clear while basket is moving.
3. The ground spotter shall be responsible for no more than 1 Controlled Access Zone (CAZ).
4. Additional spotters will be required if MEWP's need to be operated/relocated simultaneously within 1 CAZ (Approximate size and dimension of CAZ is below).

SPOTTER LOGISTICS:

1. If 2 or more lifts are required to operate simultaneously, each operator/spotter team will utilize their own dedicated radio channel.
2. The Spotter shall not use a cell phone, headphones or other devices which may distract them from their duties.
3. The Spotter shall have stop work authority.
4. The spotter shall wear, at a minimum, a Class II high visibility vest, shirt, or jacket.
5. The Spotter/operator team shall perform a "radio" check prior to the commencement of the activity and every 30 minutes thereafter if no communications occur during that time frame.
6. Operation of MEWP from the basket is prohibited without prior communication with the spotter and an "All Clear" is given.

EMERGENCY RESPONSE:

1. The Spotter shall be trained in how to safely use the ground controls. The ground controls shall be tested prior to work occurring each day and/or shift.
2. The Local Fire Department Shall be invited to the project site to review conditions and site activities which may have the potential for a "Vertical Rescue" in the event of an emergency.
3. The emergency response number shall be conspicuously posted.
4. Walsh, the Fire Department and Dispatch shall determine a key phrase or word which indicates that a "Vertical Rescue Team" is required. (These teams have specialized training and equipment to respond to high rescue conditions.)
5. Workers on the ground shall stay out of the CAZ and communicate with the spotter if entrance is needed.
6. A Stop Work must immediately be called when any deviations are observed with fall protection.
7. Identify and discuss tasks which have the potential for falling tools, materials and/or debris. Do not start work until procedures are in place to prevent the loss of tools or equipment (tethering or other means) and/or a Controlled Access Zone is established.
8. Workers should avoid positioning themselves, and their equipment, in the line of fire where they could be struck by falling, flying or moving objects from the overhead platform.
9. Utilize tag lines to maintain positive control of objects being removed or hoisted to ensure the object does not come in contact with the lift.

17.0 ELECTRICAL SAFETY AND LOCK-OUT/TAG-OUT

17.1 NFPA 70 E POLICY (WORK ON LIVE ELECTRICAL):

It shall be Walsh policy that no work be allowed on live electrical by any electrical subcontractor unless shut down is proven, in writing, infeasible (example – life support in hospital environment).

If, on those occasions when work must be performed on energized electrical circuits because of demonstrated infeasibility of shut down, said work may only be done by fully Qualified individuals. The Qualified individuals must be protected from electrical shock and arc flash by PPE that has the caloric rating necessary of protecting workers against voltages they will be exposed to. Additionally, a “live work permit”, with appropriate signatures, will have to be completed and submitted to the Walsh Superintendent prior to their “live work” being conducted.

17.2 PROJECT ELECTRICAL SAFETY POLICIES AND PROCEDURES

General electrical safety begins with the establishment of sound policy governing electrical safety rules and regulations. Those rules, which follow, will be enforced by the project Superintendent and safety coordinator with all deficiencies directed to the electrical subcontractor for abatement of non-compliance:

1. All electrical equipment will be treated as energized.
2. Only authorized licensed electricians under contract with Walsh will be allowed to work on any electrical equipment whether it be activated or de-activated.
3. Any electrical equipment, panels, junction boxes that are energized will be posted. Live panels shall not be left unattended unless protective panel covers have been put back in place protecting workers from coming into contact with live parts. Clearance distances for anyone working in the vicinity of live electrical shall be established in accordance with NFPA 70 E. It shall be a Walsh Policy that no distance is safe. No live electrical shall be exposed. For Authorized/Qualified personnel the following table shall apply.
4. Any energized equipment, or electrical switchgear will be equipped with and fall under the OSHA lock out/tag out standard. (1926.417). A Lockout Tagout program shall be developed, if needed, utilizing the program established by the electrical contractor to assure that all employees are trained in the same manner following the same policies.
5. Any Vehicle or mechanical equipment capable of having parts of its structure elevated near energized overhead lines shall be operated so that a clearance of 10 ft. is maintained. If the voltage is higher than 50KV the clearance shall be increased 4 inches for every 10KV of that voltage. If alternative measures are requested the Walsh Safety Department shall be contacted.
6. Employees may not enter spaces containing exposed energized parts unless illumination is provided that enables the employees to worksafely.
7. Protective Shields, barriers, or insulating materials as necessary shall be provided when working in confined or enclosed workspaces.
8. Should there be any questions as to the status of any electrical equipment, a licensed electrician will make that determination.
9. Construction workers shall not work next to electrical equipment and maintain at least a 10-foot clearance, until the area has been made safe.

10. Only approved three-wire grounded or double insulated tools shall be brought onto the jobsite. Only three-wire round extension cords are allowed.
11. Only non-conductive ladders shall be used in the proximity of any electrical current carrying conductors.
12. All extension cords used on Walsh projects shall be a minimum of 12 gauge. Flat three wire cords are not allowed. SJO and SJT, or other similarly rated cords only, shall be used. Cords shall be 12 gauges or better. 14-gauge cords will not be allowed for use on this project and will be strictly enforced by the Walsh Construction Project Team.
13. All splices in temporary electrical wiring shall be protected, at a minimum, with electrical tape. The protection must extend to the original wire sheathing/insulation. This shall include wire nuts.
14. All temporary lighting must be suspended by non-conductive material. It may not be suspended from any life safety systems (sprinklers, fire alarm, etc.)
15. All temporary power for the project will be installed on protected and dedicated circuits with 100% GFCI protection. temporary lighting shall be run with sheathed multi-conduction wire. No single strand wiring is allowed.
16. Temporary lighting must never be put on the same circuit as temporary or permanent receptacles; temporary lights must be on a dedicated circuit and cannot be used for power. Temporary lighting must be at least 8' off the ground and provide a minimum of 5 candle feet in each area of the project.
17. The electrical contractor will be responsible for all temp power and any general temp lighting that may be needed. Subcontractors will be responsible for task lighting if lighting above the OSHA standard is required for a work task.
18. Spider boxes shall be mounted whenever possible a minimum of 6-feet off the ground and all electrical cords shall be suspended off the ground with non- conductive materials.

17.3 GROUND FAULT CIRCUIT INTERRUPTER, CORD AND CONNECTOR POLICY

1. Ground Fault Circuit Interrupters (GFCI) shall be the sole source of power available to employees on Walsh projects. All 120-volt single phase 15 & 20- ampere receptacles shall have approved GFCI's. Although a (GFCI) Ground Fault Protection Program system will be in use, tools and electrical cords shall be maintained in good working order and condition. Electrical cords will be free of cuts. Cords with missing ground pins will be taken out of service immediately.
2. All electrical tools, cords and equipment must be visually checked prior to each use. Any damaged tools, cords and equipment must be taken out of service immediately.
3. Employees shall visually inspect flexible cord sets and equipment connected by cord and plug before each day's use for external defects (deformed or missing pins, insulation damage and indication of possible internal damage). Where there is evidence of damage, the damaged item shall be taken out of service, by the employee, taken to his/her foreman who will tag the item "out of service", and removed from service until it is tested, and repairs needed have been made.
4. The Electrical Contractor shall test the GFCI system on a monthly basis and keep a record of such tests. Employees, prior to connecting their tools or cords into the GFCI system, shall manually test the GFCI to assure that it is operating.
5. The electrical contractor must turn in written verification that they have tested all GFCI receptacles once each month, at minimum.
6. The Electrical Contractor shall devise a method to continue providing GFCI protection after the permanent power has been activated in the building. If necessary, each subcontractor shall provide

their employees with GFCI cords.

17.4 LOCK-OUT/TAG-OUT POLICY

RESPONSIBILITIES:

1. Electrical/Mechanical/Equipment Subcontractors: Responsible for planning deliberate energy control program to ensure that machines and equipment are isolated and inoperative before any employees perform servicing or maintenance. They shall also be responsible for Periodic inspections to ensure that energy control procedures (locks and tags) continue to be implemented properly and that employees are familiar with their responsibilities under these procedures. The project Superintendent shall certify that the periodic inspections have been performed.
2. Walsh Superintendent to be included in all electrical coordination issues.
3. Subcontractor Supervisor/Foreman: Responsible for training dealing with the equipment, type(s) of energy, and hazard(s) specific to his particular jobsite. In addition, the Supervisor/Foreman will be responsible for obtaining the appropriate lock-out-tag- out devices.
4. Authorized Employee: Responsible for implementing the energy control procedures, installing locks and tags, and performing the service or installation. Each Affected Employee shall have his/her name on locks/tags accordingly.
5. Affected Employee/Other Employees: Responsible for recognizing when the control procedure is being implemented and understanding the purpose of the procedure and the importance of not attempting to start up or use the equipment that has been locked or tagged out.

17.5 TRAINING

Electrical subcontractor shall be responsible for providing all training necessary for their personnel, and all peripherally affected personnel working for Walsh and any other subcontractors, on any issues regarding energy lock-out/tag-out procedures and any time there is a change in job assignment, procedures or new hazards are introduced. All training shall be documented and signed by attendant employees. An authorized employee has the primary responsibility for a set number of employees working under the protection of a group lockout or tagout device. During shift change or personnel changes, specific procedures to ensure the continuity of lockout or tagout procedures shall be developed. Documentation must be specific. The training must include recognition of hazardous energy sources, type, and magnitude of energy available, and means and methods necessary for energy isolation and control. Each authorized employee shall receive adequate training. The training shall address all affected employees and must instruct them in the purpose and use of the energy control procedure. Training shall extend to employees that may be working in an area where energy control procedures may be utilized. The employee training must also include when tagout systems are used as well as the limitations of same. Training shall also include that a tag is not to be removed without prior authorization. The tag is not to ever be ignored or defeated in any way.

Retraining is required when there is a change in job assignments, in machines, when there is a change in the energy control procedures, or a new hazard is introduced. All training is to be documented, signed, and certified.

17.6 APPLICATION OF CONTROLS AND LOCK-OUT TAG-OUT DEVICES:

Procedures for shutting down specific pieces of equipment (pumps, boilers, air handling equipment, etc.) are only to be done by approved and competent subcontractors working for Walsh. Installation, start-up, and servicing are outlined in the Installation and Operation and Maintenance Manuals that accompany each piece of equipment at shipment and should be followed. Additionally, work that involves the transmission and distribution systems for gas, steam, water, or petroleum products need to be part of all discussions regarding lock-out/tag-out as well.

Generally, the procedure for applying energy controls by contractors includes the following elements and actions that need to be planned and implemented in sequence:

1. Preparation for shut down.
2. Shut down of energy to any machine or equipment.
3. Application of the lockout or tag out device by responsible contractors.
4. Ensuring all stored or residual energy is released safely.
5. Verify the location and de-energization of the machine or equipment.

17.7 REMOVAL OF LOCKS AND TAGS

Before lock-out or tag-out devices are removed, the Authorize Employee(s) shall take the following actions or observe the following procedures:

1. Inspect the work area to ensure that non-essential items have been removed and that machine or equipment components are intact and capable of operating properly;
2. Check the area around the machine or equipment to ensure that all employees have been safely positioned or removed;
3. Notify all Affected Employees immediately after removing locks or tags and before starting equipment or machines;
4. Make sure that locks or tags are removed **ONLY** by those employees who attached them.
5. Follow the manufacturer's start-up procedures outlined in the Installation Manuals and Operations and Maintenance Manuals which accompany each piece of equipment at shipment.

17.8 ADDITIONAL SAFETY REQUIREMENTS

Temporary removal of locks or tags and the re-energization of any machine or equipment is allowed **ONLY** when necessary, under special conditions, i.e., when power is needed for the testing or positioning of machines, equipment, or components (e.g. Construction of elevators) The re-energization must be conducted in accordance with the sequence of steps listed below:

1. Clear the machines or equipment of tools and materials.
2. Remove employees from the machines or equipment area. Remove the lockout or tag-out devices as specified above.
3. Energize and proceed with testing or positioning.
4. De-energize all systems, isolate the machine or equipment from the energy source, and reapply lockout or tag-out devices as specified.

OUTSIDE PERSONNEL (CONTRACTORS, ETC.):

Walsh Company, Inc. will inform other contractors of any lockout/tagout program initiated by any other subcontractor to ensure proper coordination. Walsh will ensure that their personnel understand and comply with all restrictions and/or prohibitions of the other employer's energy control program.

GROUP LOCKOUT OR TAGOUT:

During all group lockout/tagout operations where the release of hazardous energy is possible, each Authorized Employee performing servicing or maintenance shall be protected by their own personal lockout or tagout device.

SHIFT OR PERSONNEL CHANGES:

Occasionally Walsh works on a project that requires more than one work- shift during the day. On this type of project, there is an overlap of workers (both shifts on the job for a short period of time, usually one- half hour). During this overlap, locks and tags will be removed by the Authorized Employee and replaced with the locks and tags of the Authorized Employee on the new shift. On the rare occasions that a worker working and a piece of equipment would leave the project (either to go to another project, or leaving Walsh while the piece of equipment was still locked or tagged-out, the Superintendent/Foreman may remove the locks and/or tags by strictly following the procedures outlined above.

MANAGEMENT AND CONTROL:

Because of its high hazard status electrical safety shall be closely monitored daily by the Project Superintendent and by the Safety Department. All Walsh employees shall be trained in the electrical policies and procedures contained herein. Electrical safety will be evaluated and scored on the Project Safety Evaluation so that the focus on this potentially life- threatening exposure is clearly in line with the risk. Projects shall be equipped with "tick testers" and circuit testers to assure that circuits are properly wired and that live energy can be adequately identified.

The electrical sub shall test all GFCI and document to Walsh Project Superintendent in writing that circuits are tripping accordingly.

18.0 CONCRETE AND MASONRY CONSTRUCTION

18.1 CONCRETE CONSTRUCTION

1. Gloves, rubber boots, face protection and hardhats will be worn when pumping, pouring, or spreading out concrete.
2. Cement burns are a potential hazard, especially during the warm summer months. The best and easiest first aid treatment is water, which must be available to wash concrete off the skin before it can burn. Vinegar or a commercial neutralizer can be used to counter act the burning effect. Report all cement burns to the foreman/supervisor at once.
3. Concrete weighs 150 lbs. per cubic foot. Maintain stable footing and good balance to avoid strains and sprains for over- lifting and shoveling.

4. All protruding reinforcing steel, onto which an employee could fall, must be guarded or capped, as appropriate.
5. No employee shall be permitted to place or tie reinforcing steel more than six feet above an adjacent working surface without the use of conventional fall protection devices (harness and lanyard, guardrails, or safety net).
6. No employee shall ride in concrete buckets.
7. No employee shall be permitted to work under concrete buckets while buckets are being elevated or lowered into position. Buckets with hydraulic or pneumatic gates will also be equipped with positive safety latches to prevent premature or accidental dumping.
8. Power troweling machines must be equipped with trigger switches that automatically turn off the equipment when pressure on the switch is released.
9. Always provide access across rebar prior to placement. Good access will prevent injuries caused by slips, trips, and falls.

19.0 RESPIRATORY PROTECTION PROGRAM

19.1 PROGRAM MANAGEMENT

Each subcontractor will be responsible for the active administration of their own Respiratory Protection Program for their employees. For Walsh employees that require protection, the project superintendent and safety department will be responsible for the active administration of the Respiratory Protection Program. A member of the Safety Department shall be responsible for selecting, training, and fit testing, all prospective wearing of respirators. Only NIOSH Approved respiratory protective equipment shall be purchased.

Any employee of any subcontractor who routinely or sporadically has cause to utilize respiratory protective equipment in the course of his/her duties shall be considered a mandatory participant and shall comply fully with all guidelines contained herein.

19.2 MEDICAL EVALUATION OF RESPIRATOR WEARERS

Anyone subject to the respiratory protection program shall be evaluated medically in an accredited medical facility. It must be assured that potential wearers of respirators are physically capable of performing work using a respirator. It shall be assured that the necessary medical questionnaire has been completed and reviewed by competent medical personnel. As a matter of company policy, a pulmonary function test will be administered prior to any fit testing to be done. A pulmonary function test as well as a respiratory fit test shall be good for one full year from the date of completion.

19.3 RESPIRATOR SELECTION

Prior to choosing a respirator the environmental conditions and work requirements must be adequately considered by the contractor performing work in those areas. Additional consideration should be given to the type and extent of the hazard and the limitations of the respirators available. It will be the Superintendent's responsibility to assure that engineering all potential sources of contamination out of the workplace be done as a primary order of business. Only when the contaminants cannot be eliminated via

engineering, substitution or change of work plan will respiratory protection be afforded Walsh employees.

Walsh employees will not be required to work in oxygen deficient atmospheres or any atmosphere which is IDLH (immediately dangerous to Life and Health). Any work to be done in those types of atmospheres shall only be done by duly trained and experienced subcontracted personnel.

19.4 TRAINING

All Walsh personnel shall be trained in the Respiratory Protective Equipment Program initially and will re-train at least annually. Training shall be conducted by the Safety Department with Instruction covering the following topics minimally:

1. Explanation of the hazard and repercussions if respirator is not used properly.
2. Filter change durations/recognition
3. Explanation as to why a particular respirator/cartridge has been selected.
4. IDLH Atmospheres
5. Instruction on proper donning, fit, limits of use, and operation.
6. Instruction on proper respirator maintenance, inspection, disinfecting and storage.
7. Any breakthrough of contaminant detected, or excessive resistance requires wearer to leave area to wash and disinfect the respirator.

19.5 RESPIRATOR FIT

Employees shall be properly fit tested upon issuance of new equipment and at least annually thereafter. A Fit Test Record will be used to track and document all fit testing. A record will be kept of all testing and will be updated annually.

THE FOLLOWING TESTS SHALL BE CONDUCTED EACH TIME THE RESPIRATOR IS DONNED:

1. Negative Pressure Test
2. Positive Pressure Test

19.6 RESPIRATOR INSPECTION, MAINTENANCE AND STORAGE

RESPIRATOR INSPECTION:

Inspection for defects is necessary for identification of damaged or malfunctioning equipment. Respirator inspection frequently shall involve inspection of equipment before and after each use and at least monthly for those not used routinely.

CLEANING AND DISINFECTING:

Respirators used routinely shall be cleaned and disinfected as necessary to assure proper protection is provided. Routinely used respirators shall be exchanged daily for cleaning and inspection.

STORAGE:

Respirators shall be stored to protect against Dust, Sun

1. Dust
2. Sunlight
3. Heat
4. Extreme Cold
5. Damaging Chemicals
6. Mechanical Damage

20.0 ENVIRONMENTAL EXPOSURES: IDENTIFICATION AND CONTROLS

20.1 LEAD

ACTION LEVEL:

The action level is 30 micrograms of lead per cubic meter of air, averaged over an 8-hour day. The action level triggers exposure monitoring, medical surveillance, and training.

The Permissible Exposure Limit for lead (PEL) is 50 micrograms of lead per cubic meter of air averaged over an eight-hour day.

HEALTH HAZARDS:

When absorbed in certain doses, lead is toxic. The purpose of lead controls is to prevent absorption. It is intended to protect you not only from immediate effects but long-term effects of lead exposure. Lead is absorbed by:

How does it enter your body?

1. Inhalation (breathing) - if scattered into the air.
2. Ingestion (eating) - if lead on hands when eating food, smoking, chewing tobacco
3. It is not absorbed through the skin.

A portion of the lead that enters your body gets into your blood stream. It is then stored in various organs. Some will be excreted while some remains in the tissues. The amount stored increases if you absorb more than you excrete. This stored lead can cause irreversible damage.

EXPOSURE ASSESSMENT:

If lead is present in the workplace Walsh is required to do an exposure assessment to determine if the exposure is above the action level (30 ug/m³). Exposure is that which would occur if the employee was not wearing a respirator. Employees must be monitored unless there is objective data which can demonstrate conclusively that no employee will be exposed to lead more than the action level.

Objective data may be compiled from various sources (insurance companies, trade associations, or exposure data collected from similar operations). If Walsh has conducted air sampling for lead in the past 12

months, we may use these results, (referred to as historical data) provided they are applicable to the same employee tasks and exposure conditions and meet the requirements for accuracy as specified in the standard.

The standard lists certain tasks which might result in exposures to lead more than the PEL and, in some cases, exposures in excess of 50 times the PEL. If you are performing any of these tasks, Walsh must provide you with appropriate respiratory protection, protective clothing, and equipment, change areas, hand washing facilities, biological monitoring, and training until such time that an exposure assessment is conducted which demonstrates that your exposure level is below the PEL.

If you are exposed to lead and air sampling is performed, your employer is required to notify you in writing within 5 working days of the air monitoring results which represent your exposure. If the results indicate that your exposure exceeds the PEL (without regard to your use of a respirator), then your employer must also notify you of this in writing and provide you with a description of the corrective action that has been taken or will be taken to reduce your exposure.

Your exposure must be rechecked by monitoring, at least every six months if your exposure is at or over the action level but below the PEL. Your employer may discontinue monitoring for you if 2 consecutive measurements, taken at least 7 days apart, are at or below the action level. Air monitoring must be repeated every 3 months if you are exposed over the PEL. Your employer must continue monitoring for you at this frequency until 2 consecutive measurements, taken at least 7 days apart, are below the PEL but above the action level.

COMPLIANCE/TRAINING:

Your employer is required to ensure that no employee is exposed to lead more than the PEL. The standard requires Walsh to institute engineering and work practice controls including administrative controls to reduce employee exposure. These controls must always be used, if feasible, and supplemented with respiratory protection if they do not reach exposure levels below the PEL. See Respiratory Protection Standard for details on implementation.

If there is lead on the project, then a separate binder with lead awareness training will be implemented on the Project with said binder containing "Lead Awareness training". All project orientations will have this "Lead Awareness" as a mandatory section of their initial training that they must read in conjunction with the normal orientation. Additionally, the project wide Safety Orientation will reflect additional lead awareness with the following information incorporated:

1. Workers may need to perform work on these painted surfaces. They may need to disturb this paint by drilling, sawing, demoing, fastening, or carpentry. In doing so they will use saws, drills, screw guns, impact wrenches, Sawzall's, hand wrenches, ads, crowbars, hammers, and other hand tools.
2. Workers performing activities other than those listed above must be monitored to insure they are not being exposed to a hazard.
3. If paint flakes or dust is generated from lead paint, then the area must be cleaned by a license contractor.
4. Workers who contact potential lead paint or other contaminated surfaces should use proper hand and face washing procedures prior to eating, drinking, smoking, chewing tobacco, chewing gum, or applying cosmetics.

5. Subcontractor foreman are responsible for reviewing hazmat report with their employees and ensuring their compliance with the safety rules.

20.2 ASBESTOS

In construction asbestos is commonly found in floor tiles, floor and roof mastics, window glazing and caulking, older plasters, and on steam pipes and boilers. Normally all asbestos will be identified before Walsh starts demolition and abatement of that asbestos will be completed by licensed and certified abatement companies and personnel. An Industrial Hygienist, as a third party, will be required to give a clearance sample exhibiting clean areas upon completion.

What are the dangers of asbestos exposure to Walsh or subcontract workers?

The inhalation of asbestos fibers by workers can cause serious diseases of the lungs and other organs that may not appear until years after the exposure has occurred. For instance, asbestosis can cause a buildup of scar-like tissue in the lungs and result in loss of lung function that often progresses to disability and death. Asbestos fibers associated with these health risks are too small to be seen with the naked eye, and smokers are at higher risk of developing some asbestos-related diseases.

It will be Walsh policy to conduct monitoring in areas adjacent to unabated asbestos if work in that area is required. Projects with asbestos that could be hidden and potentially exposed through the course of construction will also have asbestos awareness training. The curriculum for that training will be developed on a project-by-project basis. In addition to Federal, state, and local regulations governing the abatement of asbestos, subcontractors performing abatement inside of regulated areas shall have a manometer on site to ensure that regulated areas are maintaining the appropriate amount of negative pressure.

29 CFR 1926.1101 covers construction work, including alteration, repair, renovation, and demolition of structures containing asbestos.

The standards for the construction industry classify the hazards of asbestos work activities and prescribe requirements for each classification:

1. **Class I** is the most potentially hazardous class of asbestos jobs and involves the removal of thermal system insulation and sprayed-on or troweled-on surfacing asbestos-containing materials or presumed Asbestos-containing materials.
2. **Class II** includes the removal of other types of asbestos-containing materials that are not thermal system insulation, such as resilient flooring and roofing materials containing asbestos.
3. **Class III** focuses on repair and maintenance operations where asbestos- containing or presumed asbestos-containing materials are disturbed.
4. **Class IV** pertains to custodial activities where employees clean up asbestos- containing waste and debris.

PERMISSIBLE EXPOSURE LIMITS FOR ASBESTOS:

Employee exposure to asbestos must not exceed 0.1 fiber per cubic centimeter (f/cc) of air, averaged over an 8-hour work shift. Short-term exposure must also be limited to not more than 1.0 f/cc, averaged over a 30-minute period. Rotation of employees to achieve compliance with either permissible exposure limit (PEL) is prohibited.

Walsh will create control zones known as regulated areas that are designed to protect employees where certain work with asbestos is performed. Walsh will limit access to regulated areas to authorized persons who are wearing appropriate respiratory protection. Eating, smoking, drinking, chewing tobacco or gum, and applying cosmetics in these areas will be prohibited.

MISCELLANEOUS REQUIREMENTS:

1. During active removal, the licensed asbestos abatement contractor shall have a manometer on site in order to ensure that proper negative pressure (0.020 in./water column) is being maintained. At any time, if the proper amount of negative pressure is not maintained, the abatement contractor shall cease all removal activities until such time that proper negative can be maintained.
2. The asbestos abatement contractor shall insure that all workers' licenses are posted at the containment location along with the sign in/sign out log. Licenses may be posted in an alternate central location at the discretion of Walsh.
3. All required paperwork including, but not limited to licenses, training certificates, respirator fit tests, and medical qualifications shall be maintained on site and shall be available for review.
4. The asbestos contractor's license must be posted in a central location as determined by Walsh.
5. All polyethylene sheeting used on the project shall be fire rated. The asbestos contractor shall post documentation of the fire rating of the poly.

20.3 Crystalline Silica Exposure

Walsh shall not allow dry sweeping or dry brushing where such activity could contribute to employee exposure to respirable crystalline silica unless wet sweeping, HEPA-filtered vacuuming or other methods that minimize the likelihood of exposure are not feasible.

Subcontractors who use "Table 1: Specified Exposure Control Methods When Working with Materials Containing Crystalline Silica" (found in the OSHA Silica standard for construction) correctly do not have to provide exposure monitoring of employees and are not subject to the listed PEL. The table spells out the need for respiratory protection (along with minimum assigned protection factors) for certain operations.

If exposure control methods listed in Table 1 are not used, then the Subcontractor:

Must perform an exposure assessment to assess the exposure of each employee who is or may reasonably be expected to be exposed at or above the action level.

1. Protects workers from exposures above the permissible exposure limit (PEL) of 25 micrograms per cubic meter of air averaged over an 8-hour day.
2. Dust control measures must be used to protect workers from exposures above the PEL; and
3. Provide respirators to workers when dust controls cannot limit exposures.
4. For tasks performed indoors or in enclosed areas, provide a means of exhaust as needed to minimize the accumulation of visible airborne dust.
5. Using wet methods, apply water at flow rates sufficient to minimize release of visible dust.
6. If performing multiple tasks from Table 1 that in whole exceed 4 hours, use the respiratory protection for each task that's designated for >4 hours' work.
7. After working with products that contain crystalline silica, each individual will be required to thoroughly wash their hands before eating, drinking, or smoking. Eating, drinking, or

smoking near silica or in silica- regulated areas is strictly prohibited.

21. COMPETENT PERSON DESIGNATION FORM



PROJECT COMPETENT PERSONS DESIGNATION

The following person/persons will represent (Company) _____ as the competent person(s) as defined by OSHA 29 CFR 1926.32 for applicable standards associated with scope of work.

Standard	Title	Printed Name / Phone#	Alt. Printed Name / Phone#
N/A	COVID-19 Reporting *Point of Contact		
1926.2	General Safety and Health		
1926.5	First Aid/ CPR		
1926.101	Hearing Protection		
1926.500-503	Fall Protection and Inspection		
1926.59(1910.1200)	Hazardous Communication		
1926.751-756	Steel Erection		
1926.700 - 706	Concrete and Masonry		
1926.103	Respiratory Protection		
1926.1153	Silica - Respirable Crystalline		
1926.1101	Asbestos		
1926.62	Lead		
1926.352	Fire Prevention		
1926.416	Electrical - Extension Cords		
1926.404	Electrical (Assured Grounding)		
1926.650-652	Excavations		
1926.1203	Confined Space		
1926.600 - 606	Equipment - Mechanized		
1926.602(c)	Forklift – lifting and hauling equipment.		
1926.453	Aerial Lifts		
1926.452(w)	Scissor Lifts - mobile supported scaffold		
1926.1400-1430	Cranes and Derricks		
1926.1419	Crane Signaling		
1926.251	Rigging equipment		
1926.450-454	Scaffold		
1926.1053, 1060	Ladders and Stairways (Inspections)		
1926.552	Material, Personnel Hoist, and Elevators		
1926.800-803	Underground Construction -Caissons		
1926.9	Blasting		
1926.850,859	Demolition		
1926.351	Welding and cutting		
1926.1127	Cadmium		
1926.1126	Chromium (VI)		

By completing this form, I state the individuals listed above are capable of identifying existing and predictable hazards in the surroundings or working conditions which are considered hazardous, or dangerous to employees and have the authority to take prompt corrective measures to eliminate them.

EMPLOYEE 1: _____ DATE: _____

EMPLOYEE 2: _____ DATE: _____

DESIGNATED BY: _____ DATE: _____



University of Kentucky CTC & AAC Site-Logistics Plan Bid Package 7

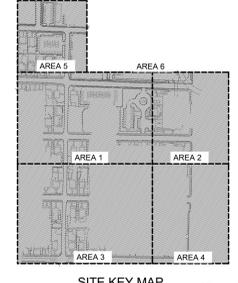
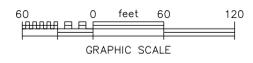
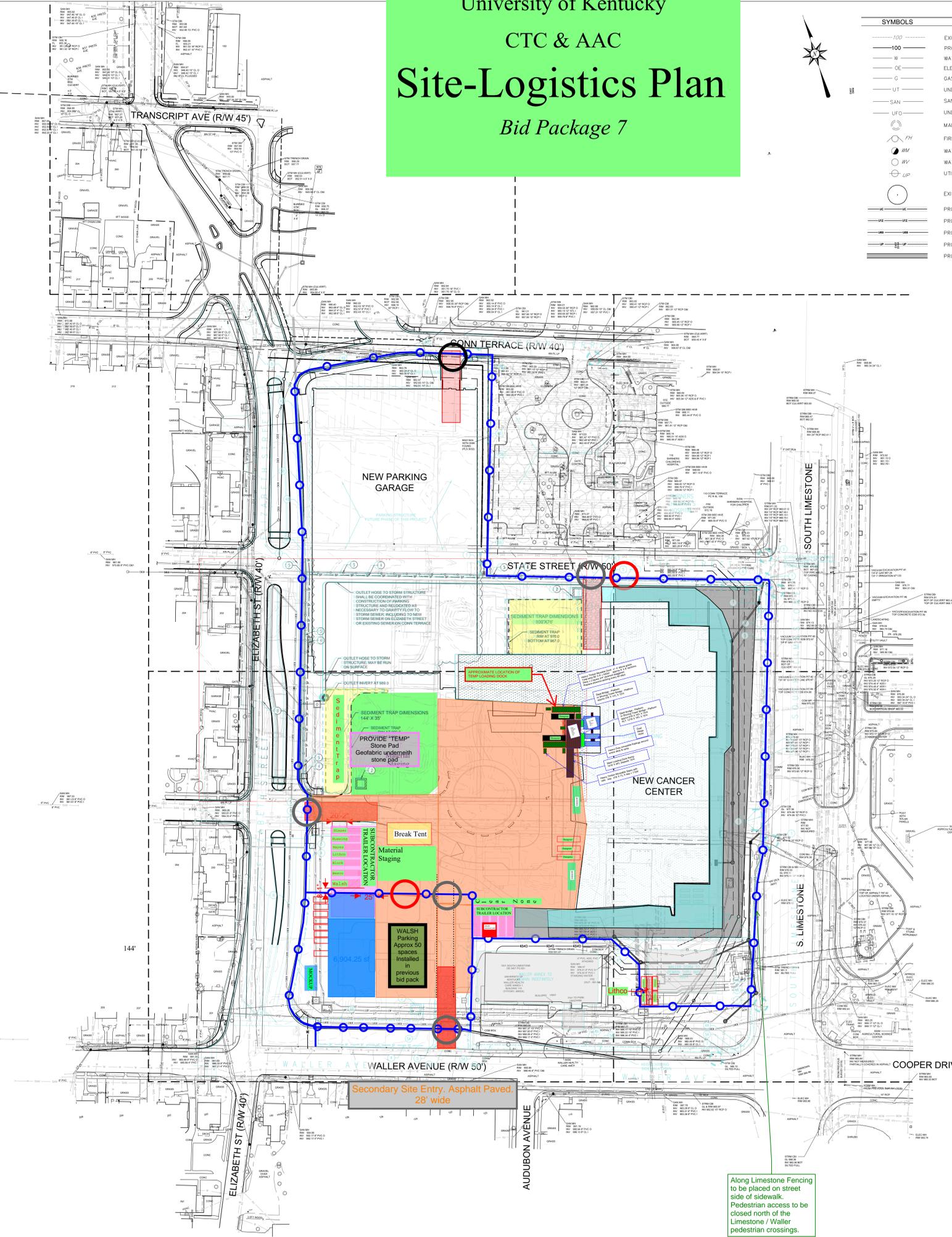


SITE LEGEND			
SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
---	EXISTING CONTOUR ELEVATION	X 520.0	EXISTING SPOT ELEV.
---	PROPOSED CONTOUR ELEVATION	+520.0	PROPOSED SPOT ELEV.
W	WATER LINE	---	EDGE OF PAVEMENT
OE	ELECTRIC LINE	---	PROPERTY BOUNDARY
G	GAS LINE	---	EASEMENT
UT	UNDERGROUND TELEPHONE LINE	---	GAS METER
SAN	SANITARY SEWER LINE	CM	BENCH MARK
UFO	UNDERGROUND FIBER OPTIC	+	EXISTING FENCE
○	MANHOLE	DND	DO NOT DISTURB
○ FH	FIRE HYDRANT	---	EXISTING COMMUNICATION LINE
○ WM	WATER METER	---	EXISTING COMMUNICATION DUCT BANK
○ WV	WATER VALVE	---	EXISTING ELECTRIC
○ UP	UTILITY POLE	---	EXISTING STEAM LINE
○	EXISTING TREE	---	EXISTING ELECTRIC HIGH VOLTAGE
---	PROPOSED UNDERGROUND COMMUNICATIONS	---	PROPOSED OVERHEAD TRANSMISSIONS
---	PROPOSED UNDERGROUND DISTRIBUTION (KU)	---	PROPOSED OVERHEAD TRANSMISSION (KU)
---	PROPOSED UNDERGROUND TRANSMISSION (KU)	---	PROPOSED OVERHEAD TRANSMISSION (UK)
---	PROPOSED UNDERGROUND DISTRIBUTION (UK)	---	PROPOSED OVERHEAD TRANSMISSION (UK)
---	PROPOSED STORM DRAINAGE PIPING		

- UTILITY PLAN NOTES:
- WATER MAIN DESIGN AND INSTALLATION BY KENTUCKY AMERICAN WATER.
 - FIRE HYDRANT ASSEMBLY BY KENTUCKY AMERICAN WATER.
 - GAS MAIN DESIGN BY COLUMBIA GAS.
 - SEE SHEETS U300, U301 AND U302 FOR SANITARY SEWER PLAN AND PROFILE SHEETS.
 - SEE SHEET C100.2 AND C100.4 FOR STORM DRAINAGE PLAN, AREA 2 AND 4.
 - ELIZABETH STREET STORM DRAINAGE SYSTEM. SEE ELIZABETH STREET ROAD IMPROVEMENT PLANS.
 - NEW ELECTRIC/COMMUNICATION LINES. SEE SHEETS EU (BID PACKAGE 01) FOR INFORMATION.
 - NEW THERMAL UTILITIES. SEE SHEETS SU (BID PACKAGE 02) FOR INFORMATION.
 - NEW THERMAL TUNNEL/STRUCTURE. SEE SHEETS SU (BID PACKAGE 02) FOR INFORMATION.
 - UTILITIES INCLUDED IN SHEETS U200 THROUGH U205 REFER TO WATER, SEWER, NATURAL GAS AND STORM. OTHER PROPOSED UTILITIES ARE DETAILED ON OTHER DRAWINGS.

BEFORE YOU DIG:
KENTUCKY STATUTES (KRS 367.4803 THROUGH 367.4917) REQUIRE THAT ALL EXCAVATORS PLANNING EXCAVATION OR DEMOLITION WORK SHALL CALL ALL UTILITY COMPANIES IN THE AREA AND/OR AN UNDERGROUND PROTECTIONS SERVICE SUCH AS "811" (1-800-752-4000) NOT LESS THAN TWO (2) BUSINESS DAYS NOR MORE THAN TEN (10) BUSINESS DAYS PRIOR TO COMMENCING WORK TO NOTIFY UTILITY COMPANIES IN THE AREA WITH UNDERGROUND FACILITIES OF THE PLANNED EXCAVATION OR DEMOLITION ACTIVITIES.

- PROJECT # 223026** Author Chris Deiss, Created 5/14/2024
BP-07 SITE LOGISTICS LEGEND
GREY SCALE INCLUDED IN PREVIOUS BID PACKAGES
- EARLY PHASED FENCELINE DURING CLEAR AND GRUB OF SITE INSTALLED DURING EARLIER PACKAGE
 - PRIMARY SITE FENCELINE FOR MAJORITY OF JOB DURATION INSTALLED DURING EARLIER PACKAGE
 - PHASED FENCELINE LOCATIONS. ASSUME ALL IN PLACE WHILE PRIMARY FENCELINE IS ALSO IN PLACE INSTALLED DURING EARLIER PACKAGE
 - Electrical Yard Fence
 - SECURITY FENCING AND SEPERATION WITH TURNSTILES
 - FENCE INSTALLED ALONG SOUTH LIMESTONE MOUNTED TO HEAD OF CURB TO BE INSTALLED AND COORDINATED WITH SITEWORK/DEMO CONTRACTOR AND CITY.
 - PERMANENT VEHICLE GATE LOCATION INSTALLED DURING EARLIER PACKAGE
 - SWPPP CONSTRUCTION ENTRANCES. LOCATIONS WILL SHIFT WITH SHIFTING FENCELINE AND GATE LOCATIONS. PREVIOUS PACKAGE
 - WALSH TRAILER LOCATION INSTALLED IN PREVIOUS PACKAGE
 - ASPHALT LAYDOWN AND WALSH PARKING LOT INSTALLED IN PERVERIOUS PACKAGE
 - STONE LAYDOWN INSTALLED IN PREVIOUS PACKAGE
 - Area to be stabilized with 6" of stone and Geo Fabric THIS PACKAGE
 - HAUL ROADS 20' WIDE 12" STONE OVER GEOTEXTILE FABRIS THIS PACKAGE
 - APPROXIMATE LOCATION OF TURNSTILES FOR FOOT TRAFFIC TO ENTER SITE



CHAMPLIN ARCHITECTURE
2333 Alexandria Drive
Lexington, KY 40504
T 859.331.5995
thinkchamplin.com
THINK CREATE REALIZE

HGA
420 North 5th Street, Suite 100
Minneapolis, Minnesota 55401
Telephone 612.758.4000

THP
AEI Affiliated Engineers

CMTA
OLIN

CARMAN LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING

WALSH CONSULTING GROUP
bell engineering

CDM Smith
PIVOTAL lighting design

UK HEALTHCARE
Cancer Treatment Center + Advanced Ambulatory Center
LEXINGTON, KENTUCKY
UK Project Number 2563.0

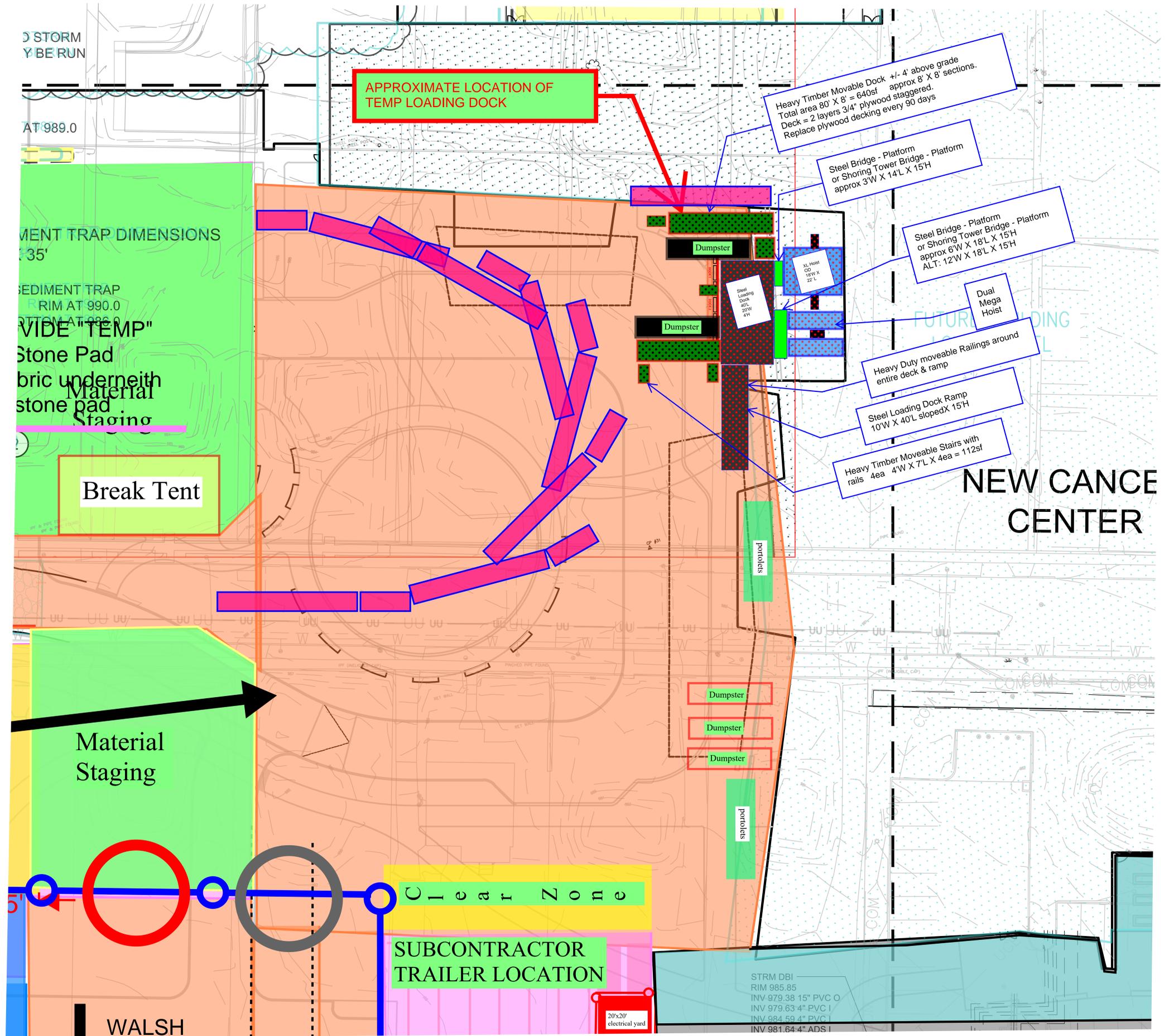
ISSUANCES

No.	Description	Date
		12/18/23

DRAWING TITLE
Site Logistics Plan
SHEET NO.

10/19/2023 8:36:39 AM Autodesk Docs://1442693 - UKHC Cancer Treatment & Advanced Ambulatory Center/25-UKHC-SHELLCORE-1442693.rvt

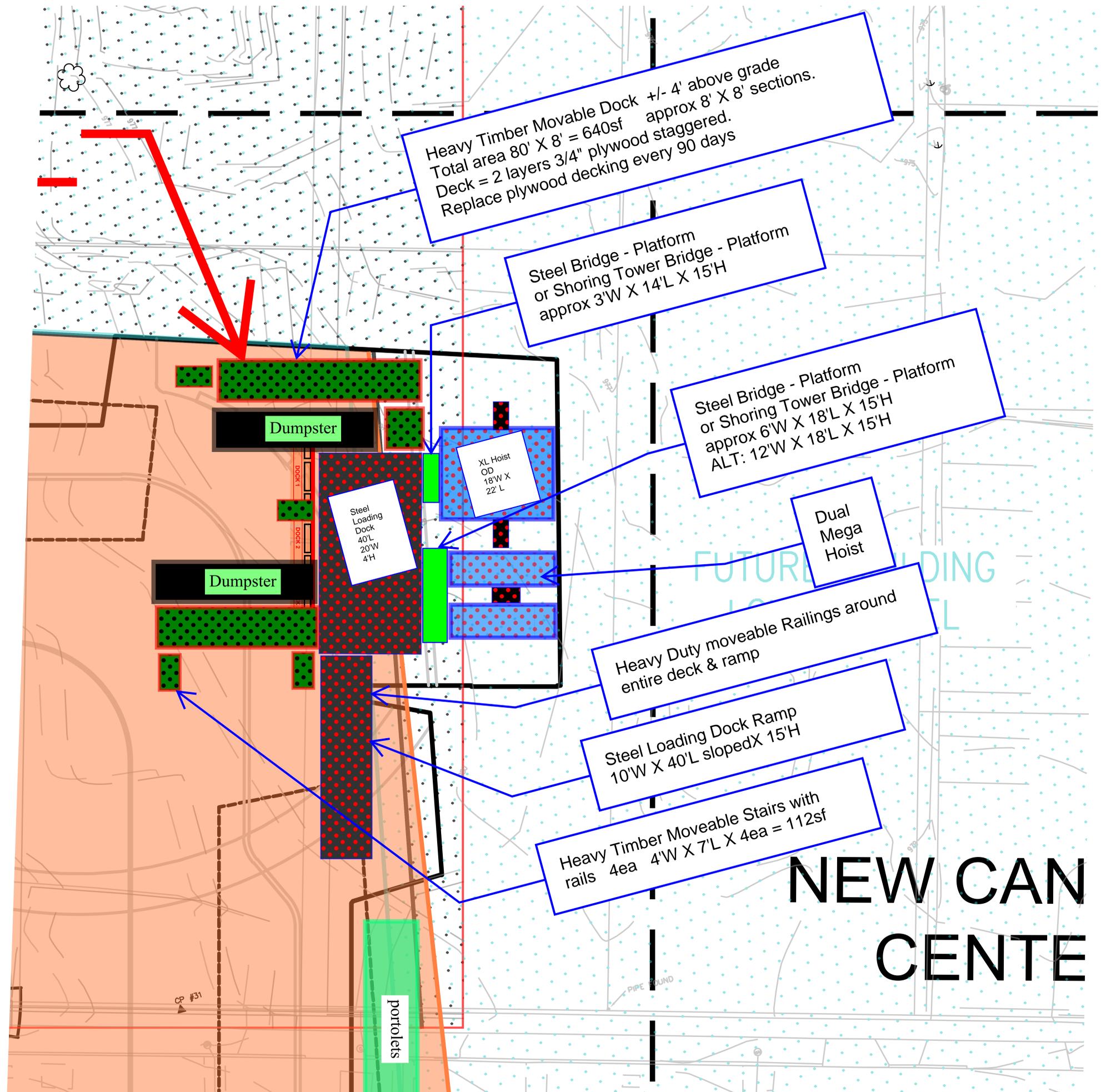
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Temp Loading Dock

DRAFT

Bid Package 7



UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
UK CANCER CENTER UPD - Working File		1265	09-Mar-23 A	23-Dec-27																									
EXECUTIVE SUMMARY		1167	01-Jun-23 A	23-Dec-27																									
Project Milestones		1167	01-Jun-23 A	23-Dec-27																									
UK		508	01-Jun-23 A	23-Jul-25																									
31500	1ST UK AGREEMENT FOR ENGINEERING AND PERMITTING	0		01-Jun-23 A																									
31510	PRELIM FUNDING RECVD/APPROVED	0		10-Jul-23 A																									
31530	GEO-TECH SURVEY	45	11-Jul-23 A	30-Aug-23 A																									
31520	BEGIN ENGINEERING	0	17-Jul-23 A																										
31540	UNDERGROUND IFC	0	01-Apr-24 A																										
31580	UNDER DUCT BANK CONST START	0	27-Jun-24 A																										
31590	UNDER DUCT BANK CONST COMP	0		23-Apr-25																									
31600	REMOVE TEMP TRANS LINE	5	17-Jul-25	23-Jul-25																									
Design		152	14-Jul-23 A	02-May-24 A																									
01030	SD SITE UTILITIES PACKAGE	152	14-Jul-23 A	02-May-24 A																									
01020	SD ROADWAY PACKAGE	0		14-Jul-23 A																									
01070	CD SITE UTILITIES PACKAGE	0		15-Nov-23 A																									
01080	EARLY RELEASE SITE PACKAGE	0		15-Nov-23 A																									
01090	EARLY RELEASE CC FOUNDATION PACKAGE	0		25-Jan-24 A																									
01110	EARLY RELEASE ELEVATOR EQUIPMENT PACKAGE	0		01-Apr-24 A																									
01100	EARLY RELEASE MEP PACKAGE	0		02-May-24 A																									
Construction		993	22-Mar-24 A	23-Dec-27																									
S5090	Cancer Center NTP (Pkgs 1 & 2)	0	22-Mar-24 A																										
S5310	Cancer Center Construction Period (Calendar Days)	1423	22-Mar-24 A	23-Dec-27																									
S5330	Building Temporary Power Available	0		30-Jun-25																									
S5320	Building Semi Dry-In	0		08-Dec-25																									
A12830	STEAM TIE-IN COMPLETE	0		21-Jul-26																									
S5350	Elevated Pan Pours Complete	0		29-Sep-26																									
S5280	Waller St. Substantially Complete	0		02-Oct-26																									
A29840	Building Temp. Dry-In - North	0		20-Oct-26																									
S5050	Elizabeth St. Substantially Complete	0		03-Nov-26																									
A29900	Building Temp. Dry-In - South	0		08-Jan-27																									
S5340	Building Permanent Power Available	0		15-Jan-27																									
A12350	Cancer Center Substantial Completion	0		23-Dec-27*																									
A12410	Cancer Center Final Completion	0		23-Dec-27																									
POTENTIAL SCHEDULE IMPACTS		306	12-Sep-23 A	07-Feb-25																									
Bid Pkg 1 & 2 Design Time Extension		17	12-Sep-23 A	09-Apr-24 A																									
A13000	Additional Time For Elizabeth St. Roadways-Early Release Design	1	12-Sep-23 A	13-Dec-23 A																									
A13010	Additional Time For Elizabeth St. Roadways Design	1	15-Nov-23 A	09-Apr-24 A																									
A13020	Additional Time For Site Utilities Design	1	15-Nov-23 A	13-Dec-23 A																									
A12990	Additional Time for UK assemble & Advertise BP1 for Bid	12	20-Dec-23 A	08-Jan-24 A																									
Bid Pkg 4 Design Time Extension		1	04-Dec-23 A	25-Jan-24 A																									
A29720	Additional Time For Cancer Center Fnd. Design	1	04-Dec-23 A	25-Jan-24 A																									
Bid Pkg 3 Design Time Extension		1	13-Nov-23 A	01-Apr-24 A																									
A12970	Additional Time For Elevator Equipment Design	1	13-Nov-23 A	01-Apr-24 A																									

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Bid Pkg X Design Time Extension		1	13-Nov-23 A	01-Apr-24 A																									
A12960	Additional Time For MEP Equipment Design	1	13-Nov-23 A	01-Apr-24 A																									
Core & Shell DD Design Time Extension		19	13-Dec-23 A	10-Jan-24 A																									
A29910	Additional Design Time - C&S Design Development	19	13-Dec-23 A	10-Jan-24 A																									
TI DD Design Time Extension		85	13-Dec-23 A	05-Apr-24 A																									
A29920	Additional Design Time – TI Design Development	85	13-Dec-23 A	05-Apr-24 A																									
PCO-1: Additional Storm Structures		5	19-Mar-24 A	01-Aug-24 A																									
CO1.100	CO-1: 970002: BP2 Site Utility Revisions	5	19-Mar-24 A	01-Aug-24 A																									
Waller Building Demo Additional Scope		89	03-May-24 A	22-Aug-24 A																									
A31900	UK Waller Dorm Bldg Demo Start	0	03-May-24 A																										
A31940	UK Waller Dorm Demolition	5	03-May-24 A	26-Jun-24 A																									
y	RFI-2563.0-005: Unforeseen Conditions at Waller Bldg.	5	24-Jul-24 A	08-Aug-24 A																									
A13820	UK Waller Dorm Bldg Demo Complete	0		26-Jul-24 A																									
A31920	UK Waller Dorm Sitework - PCO-004 Submit Pricing	2	08-Aug-24 A	09-Aug-24 A																									
A31950	UK Waller Dorm Sitework - PCO-004 Received from UK	0	08-Aug-24 A																										
A31930	UK Waller Dorm Sitework - PCO-004 UK Review and Approval	10	12-Aug-24 A	15-Aug-24 A																									
A31910	UK Waller Dorm Sitework - PCO-004 Unsuitable Soil Mitigation	10	16-Aug-24 A	21-Aug-24 A																									
A31960	Resume Sitework at UK Waller Dorm Location	0	22-Aug-24 A																										
KU Temporary Transmission Line Removal at Univ. Ave.		42	08-May-24 A	01-Nov-24 A																									
31690	Original Completion Date for KU Relocate Temp-Trans Line	0		08-May-24 A																									
31700	Delay from Original Temp-Trans Line Completion	5	08-May-24 A	22-Aug-24 A																									
31560	KU Relocate TEMP-TRANS LINE (KU Design)	40	15-Jul-24 A	22-Aug-24 A																									
31570	TEMP-TRANS LINE Relocation Complete (KU Design)	0		22-Aug-24 A																									
31710	Utility Survey/Relocation by KU/KAW	5	23-Aug-24 A	01-Nov-24 A																									
Elizabeth St Impacts		162	07-Jun-24 A	31-Jan-25																									
A40030	RFI 2563.1-005: Roadway & Drainage Layout Clarifications	5	07-Jun-24 A	13-Jun-24 A																									
A40040	RFI 2563.1-006: Elizabeth St Proposed Surface	5	01-Jul-24 A	03-Jul-24 A																									
A40050	RFI 2563.1-007: Elizabeth St Discrepancies	5	03-Jul-24 A	10-Jul-24 A																									
A40060	RFI 2563.1-011: Press & Transcript Storm Drainage Structure Conflicts	5	26-Jul-24 A	29-Jul-24 A																									
A40070	RFI 2563.1-013: Press & Transcript Strom Drainage Structure Conflict Clarifications	5	29-Jul-24 A	30-Dec-24 A																									
A40100	RFI 2563.1-019: Elizabeth St. Signal Pole Conflicts	5	06-Sep-24 A	13-Sep-24 A																									
31720	3rd Party Plan for Elizabeth St. Relocation Poles and LV lines [Start = KU Finish]	20	17-Sep-24 A	06-Dec-24 A																									
A40110	RFI 2563.1-024: Small Cell Fiber Connection	5	27-Sep-24 A	14-Oct-24 A																									
A40090	RFI 2563.1-033: Slab Bridge Conflicts	5	22-Nov-24 A	02-Dec-24 A																									
A40370	PCO for RFI 2563.1-033: Slab Bridge	5	03-Dec-24 A	31-Jan-25																									
A40080	RFI 2563.1-035: Gas Line Conflict on State & Elizabeth	12	05-Dec-24 A	27-Dec-24 A																									
A40130	PCO for RFI 2563.1-035: Relocate Gas Main on State & Elizabeth	23	23-Dec-24 A	27-Jan-25																									
A40120	RFI 2563.1-037: Conn Terrace Storm Conflicts	19	31-Dec-24 A	27-Jan-25																									
PCO 001 Impact on Structural Concrete		65	09-Oct-24 A	10-Jan-25 A																									
A40200	PCO 001 Issued to Walsh	0		15-Oct-24 A																									
A40360	PCO 001 Approved	0		19-Dec-24 A																									
Rebar Shop Drawing Delays - Area A		58	09-Oct-24 A	08-Jan-25 A																									

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A40350	Rebar Shops in UK Review, Rejected due to PCO 001 Integration	5	09-Oct-24 A	22-Oct-24 A	UK Review, Rejected due to PCO 001 Integration																								
A40210	Rebar Shops Revised and Resubmitted per Unapproved PCO 001	14	23-Oct-24 A	08-Nov-24 A	Revised and Resubmitted per Unapproved PCO 001																								
A40330	Rebar Shops UK Review & Rejection	10	11-Nov-24 A	11-Dec-24 A	Rebar Shops UK Review & Rejection																								
A40230	Rebar Shop Revised and Resubmitted	5	12-Dec-24 A	16-Dec-24 A	Rebar Shop Revised and Resubmitted																								
A40240	Rebar Shops UK Review & Approval	10	17-Dec-24 A	08-Jan-25 A	Rebar Shops UK Review & Approval																								
Rebar Shop Drawing Delays - Area B		57	21-Oct-24 A	10-Jan-25 A																									
A40250	Rebar Shops Revised and Resubmitted per Unapproved PCO 001	14	21-Oct-24 A	08-Nov-24 A	Revised and Resubmitted per Unapproved PCO 001																								
A40260	Rebar Shops Review & Rejection	20	11-Nov-24 A	09-Dec-24 A	Rebar Shops Review & Rejection																								
A40270	Rebar Shop Revised and Resubmitted	10	10-Dec-24 A	30-Dec-24 A	Rebar Shop Revised and Resubmitted																								
A40280	Rebar Shops Reviewed and Approved	8	31-Dec-24 A	10-Jan-25 A	Rebar Shops Reviewed and Approved																								
Rebar Shop Drawing Delays - Area C		51	22-Oct-24 A	08-Jan-25 A																									
A40290	Rebar Shops Revised and Resubmitted per Unapproved PCO 001	18	22-Oct-24 A	13-Nov-24 A	Rebar Shops Revised and Resubmitted per Unapproved PCO 001																								
A40300	Rebar Shops Review & Rejection (due 11/28)	10	14-Nov-24 A	10-Dec-24 A	Rebar Shops Review & Rejection (due 11/28)																								
A40310	Rebar Shop Revised and Resubmitted	5	11-Dec-24 A	18-Dec-24 A	Rebar Shop Revised and Resubmitted																								
A40320	Rebar Shops Reviewed and Approved	10	19-Dec-24 A	08-Jan-25 A	Rebar Shops Reviewed and Approved																								
PCO 002 Underslab Plumbing Pricing		95	11-Nov-24 A	07-Feb-25																									
A40410	PCO 002 Opened	0	11-Nov-24 A		PCO 002 Opened																								
A40450	PCO 002 Design Development	5	11-Nov-24 A	23-Dec-24 A	PCO 002 Design Development																								
A40380	PCO 002 Latest Drawings Received	0		23-Dec-24 A	PCO 002 Latest Drawings Received																								
A40400	PCO 002 Underslab Plumbing Pricing Submitted to UK	0		02-Jan-25 A	PCO 002 Underslab Plumbing Pricing Submitted to UK																								
A40420	PCO 002 Underslab Plumbing Pricing UK Review & Rejection	10	03-Jan-25 A	17-Jan-25 A	PCO 002 Underslab Plumbing Pricing UK Review & Rejection																								
A40430	PCO 002 Underslab Plumbing Pricing Revised and Resubmitted	5	20-Jan-25 A	20-Jan-25 A	PCO 002 Underslab Plumbing Pricing Revised and Resubmitted																								
A40440	PCO 002 Underslab Plumbing Pricing UK Review & Approval	10	21-Jan-25 A	07-Feb-25	PCO 002 Underslab Plumbing Pricing UK Review & Approval																								
PCO 004 Early BIM Modeling for BP8		14	10-Dec-24 A	30-Jan-25																									
A40460	Develop/Submit PCO 004 for early BP8 BIM Coordination	10	10-Dec-24 A	20-Jan-25 A	Develop/Submit PCO 004 for early BP8 BIM Coordination																								
A40470	PCO 004 Review for early BP8 BIM Coordination	10	21-Jan-25 A	30-Jan-25	PCO 004 Review for early BP8 BIM Coordination																								
DESIGN PHASE		458	09-Mar-23 A	27-Jan-25																									
SITE & UG UTILITIES DESIGN		205	09-Mar-23 A	13-Dec-23 A																									
Phase 1 SD UTILITIES		90	09-Mar-23 A	14-Jul-23 A																									
11000	PHASE 1 DESIGN CONCEPT DEVELOPMENT	74	09-Mar-23 A	21-Jun-23 A																									
11020	PHASE 1 COST ESTIMATING-DESIGN TEAM AND CM	10	08-Jun-23 A	21-Jun-23 A																									
11070	PHASE 1 BUDGET RECONCILIATION-DESIGN TEAM & CM	5	15-Jun-23 A	21-Jun-23 A																									
11040	PHASE 1 CPMD & DEPARTMENT REVIEW	9	19-Jun-23 A	29-Jun-23 A																									
11030	PHASE 1 SUBMITTED TO UK FOR REVIEW	0		21-Jun-23 A																									
11050	PHASE 1 DESIGN REVIEW MEETINGS-UKHC DEPARTMENTS	5	30-Jun-23 A	07-Jul-23 A																									
11060	PHASE 1 AUTHORIZATION TO PROCEED TO PHASE 2	5	10-Jul-23 A	14-Jul-23 A																									
Phase 3 CD UTILITIES		36	06-Nov-23 A	13-Dec-23 A																									
31000	PHASE 3 DESIGN 80%	34	06-Nov-23 A	15-Nov-23 A																									
31070	PHASE 3 DESIGN COMPLETION 100%	10	15-Nov-23 A	13-Dec-23 A																									
31080	PHASE 3 - ISSUE FOR BID & PERMIT	0		13-Dec-23 A																									
ROADWAY		76	09-Mar-23 A	12-Jul-23 A																									
Phase 1 SD ROADWAY		76	09-Mar-23 A	12-Jul-23 A																									

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
11080	PHASE 1 DESIGN CONCEPT DEVELOPMENT	74	09-Mar-23 A	21-Jun-23 A																									
11090	PHASE 1 COST ESTIMATING-DESIGN TEAM AND CM	30	10-May-23 A	21-Jun-23 A																									
11100	PHASE 1 BUDGET RECONCILIATION-DESIGN TEAM & CM	5	15-Jun-23 A	21-Jun-23 A																									
11120	PHASE 1 SUBMITTED TO UK FOR REVIEW	0		21-Jun-23 A																									
11130	PHASE 1 CPMD & DEPARTMENT REVIEW	9	22-Jun-23 A	05-Jul-23 A																									
11110	PHASE 1 DESIGN REVIEW MEETINGS-UKHC DEPARTMENTS	5	06-Jul-23 A	12-Jul-23 A																									
11140	PHASE 1 AUTHORIZATION TO PROCEED TO PHASE 2	0		12-Jul-23 A																									
PERMITTING		153	17-Apr-24 A	05-Nov-24 A																									
A7440	SITE/CIVIL BUILDING PERMIT	5	17-Apr-24 A	13-May-24 A																									
A7391	CANCER CENTER FOUNDATION BUILDING PERMIT	20	17-Apr-24 A	13-May-24 A																									
A7390	CANCER CENTER CORE AND SHELL BUILDING PERMIT	20	03-May-24 A	03-Jul-24 A																									
A7400	CANCER CENTER INTERIOR FIT OUT BUILDING PERMIT	20	24-Oct-24 A	05-Nov-24 A																									
CANCER CENTER & AMBULATORY SURGERY CENTERS		387	09-Mar-23 A	27-Jan-25																									
Phase 1 SD		79	09-Mar-23 A	12-Jul-23 A																									
11290	PHASE 1 DESIGN CONCEPT DEVELOPMENT	74	09-Mar-23 A	21-Jun-23 A																									
11300	PHASE 1 COST ESTIMATING-DESIGN TEAM AND CM 80%	14	09-Jun-23 A	28-Jun-23 A																									
11310	PHASE 1 SUBMITTED TO UK FOR REVIEW	0		27-Jun-23 A																									
11320	PHASE 1 CPMD & DEPARTMENT REVIEW	4	28-Jun-23 A	03-Jul-23 A																									
11330	COST ESTIMATING-DESIGN TEAM AND CM 100%	9	29-Jun-23 A	12-Jul-23 A																									
11340	PHASE 1 DESIGN REVIEW MEETINGS-UKHC DEPARTMENTS	6	05-Jul-23 A	12-Jul-23 A																									
11350	PHASE 1 BUDGET RECONCILIATION-DESIGN TEAM & CM	5	12-Jul-23 A	12-Jul-23 A																									
11360	PHASE 1 AUTHORIZATION TO PROCEED TO PHASE 2	0		12-Jul-23 A																									
Phase 2 DD Core & Shell		168	20-Jul-23 A	08-Apr-24 A																									
21210	PHASE 2 C&S DD DESIGN	103	20-Jul-23 A	11-Jan-24 A																									
21280	Original Target for Ph. 2 DD Core & Shell	1	13-Dec-23 A	13-Dec-23 A																									
21220	PHASE 2 COST ESTIMATING DESIGN TEAM & CM	25	12-Jan-24 A	16-Feb-24 A																									
21250	PHASE 2 CPMD & DEPARTMENT REVIEW	18	12-Jan-24 A	01-Apr-24 A																									
21230	PHASE 2 BUDGET RECONCILIATION DESIGN TEAM AND CM	5	19-Feb-24 A	07-Mar-24 A																									
21240	PHASE 2 SUBMITTED TO UK FOR REVIEW	0		11-Mar-24 A																									
21260	PHASE 2 DESIGN REVIEW MEETINGS - UKHC DEPARTMENTS	5	02-Apr-24 A	08-Apr-24 A																									
21270	PHASE2 AUTHORIZATION TO PROCEED TO PHASE 3	0		08-Apr-24 A																									
Phase 2 DD TI		204	20-Jul-23 A	19-Jun-24 A																									
31610	PHASE 2 DD TI DESIGN	103	20-Jul-23 A	07-Apr-24 A																									
31680	Original Target for Ph. 2 DD TI	47	13-Dec-23 A	13-Dec-23 A																									
31620	PHASE 2 COST ESTIMATING DESIGN TEAM & CM	7	08-Apr-24 A	16-May-24 A																									
31630	PHASE 2 BUDGET RECONCILIATION DESIGN TEAM AND CM	10	16-Apr-24 A	16-May-24 A																									
31640	PHASE 2 SUBMITTED TO UK FOR REVIEW	0		17-May-24 A																									
31650	PHASE 2 CPMD & DEPARTMENT REVIEW	18	17-May-24 A	07-Jun-24 A																									
31660	PHASE 2 DESIGN REVIEW MEETINGS - UKHC DEPARTMENTS	5	10-Jun-24 A	19-Jun-24 A																									
31670	PHASE 2 Complete	0		19-Jun-24 A																									
Phase 3 CD/CORE & SHELL		98	12-Jan-24 A	02-May-24 A																									
31270	PHASE 3 DESIGN 80%	25	12-Jan-24 A	06-Mar-24 A																									

█ Remaining Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
31350	PHASE 3 DESIGN COMPLETION 100%	20	07-Mar-24 A	12-Apr-24 A																									
31300	PHASE 3 80% Cost Estimate	1	07-Mar-24 A	12-Apr-24 A																									
31320	PHASE 3 CPMD & DEPARTMENT REVIEW - 100%	15	10-Apr-24 A	30-Apr-24 A																									
31310	PHASE 3 SUBMITTED TO UK FOR REVIEW - 100%	0		12-Apr-24 A																									
31360	PHASE 3 80% Cost Reconciliation	10	15-Apr-24 A	19-Apr-24 A																									
31380	PHASE 3 Design Corrections based on UK Comments	5	24-Apr-24 A	02-May-24 A																									
31370	PHASE 3 - ISSUE FOR BID & PERMIT (target 5/08/24)	0		02-May-24 A																									
Phase 3 CD/INTERIOR BUILD-OUT		157	13-May-24 A	27-Jan-25																									
31280	PHASE 3 DESIGN 80%	60	13-May-24 A	13-Aug-24 A																									
31290	Original Completion Date for PHASE 3 - ISSUE FOR BID & PERMIT	0		10-Jun-24 A	FOR BID & PERMIT																								
31440	PHASE 3 DESIGN COMPLETION 100%	25	14-Aug-24 A	03-Oct-24 A	COMPLETION 100%																								
31330	Design Team Develop & Issues Supplemental Documents for DFW Package	1	14-Aug-24 A	27-Jan-25	Design Team Develop & Issues Supplemental Documents for DFW Package																								
31410	PHASE 3 SUBMITTED TO UK FOR REVIEW - 100%	0		03-Oct-24 A	PHASE 3 SUBMITTED TO UK FOR REVIEW - 100%																								
31400	PHASE 3 CPMD & DEPARTMENT REVIEW - 100%	10	04-Oct-24 A	23-Oct-24 A	PHASE 3 CPMD & DEPARTMENT REVIEW - 100%																								
31430	PHASE 3 100% Design UK Review Complete	0		23-Oct-24 A	PHASE 3 100% Design UK Review Complete																								
31450	Design Comments Addressed/Comments Incorporated to 100% CDs	5	24-Oct-24 A	05-Nov-24 A	Design Comments Addressed/Comments Incorporated to 100% CDs																								
31460	PHASE 3 - ISSUE FOR BID & PERMIT	0		05-Nov-24 A	PHASE 3 - ISSUE FOR BID & PERMIT																								
EARLY RELEASE PACKAGES		462	26-Sep-23 A	30-Jul-25																									
Bid Pkg. 1 & 2: Site, Civil, & Roadways		146	26-Sep-23 A	03-May-24 A																									
A12480	Original Target BP1 & 2 SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	26-Sep-23 A	26-Sep-23 A																									
A12380	SITE/CIVIL ISSUE FOR BID & PERMIT	0	15-Nov-23 A																										
A12420	GENERATE BID PACKAGES	19	15-Nov-23 A	12-Dec-23 A																									
A12430	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	13-Dec-23 A	13-Dec-23 A																									
A13380	UK assemble & Advertise BP1 for Bid	4	20-Dec-23 A	08-Jan-24 A																									
A12440	BP #1 Elizabeth St. Replacement & BP #2 Site Make Ready Bid Period	28	09-Jan-24 A	15-Feb-24 A																									
A12450	WCC/UKASSESS & LEVEL BIDS	10	16-Feb-24 A	26-Feb-24 A																									
A12460	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	10	01-Mar-24 A	19-Mar-24 A																									
A12470	UK APPROVES RECOMMENDATIONS REQUESTS	22	20-Mar-24 A	22-Mar-24 A																									
A12490	UK ISSUE NTP FOR BP #1 & 2	0		22-Mar-24 A																									
A12491	WCC ISSUE & EXECUTE CONTRACTS FOR BP #1 & 2	10	25-Mar-24 A	03-May-24 A																									
Bid Pkg. 3: Elevator Equipment		380	13-Nov-23 A	08-May-25																									
A29710	Original Target ELEVATOR EQUIPMENT ISSUE FOR BID & PERMIT	0	13-Nov-23 A																										
A12680	ELEVATOR EQUIPMENT Issue Documents for Review	0		01-Apr-24 A																									
A12690	GENERATE BID PACKAGES	22	02-Apr-24 A	01-May-24 A																									
A12980	Issue Documents for Bid & Permit	21	02-Apr-24 A	30-Apr-24 A																									
A12700	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	01-May-24 A	02-May-24 A																									
A12710	SUBCONTRACTOR BIDDING	20	02-May-24 A	30-May-24 A																									
A12720	WCC/UKASSESS & LEVEL BIDS	10	12-Jun-24 A	26-Jun-24 A																									
A12820	WCC/UK RECEIVE BEST & FINAL OFFERS / VE	5	27-Jun-24 A	07-Nov-24 A	WCC/UK RECEIVE BEST & FINAL OFFERS / VE																								

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan		
A31025	VE ITEM IDENTIFIED, GEARLESS EQUIPMENT ADDED TO SCOPE	32	26-Aug-24 A	11-Mar-25	VE ITEM IDENTIFIED, GEARLESS EQUIPMENT ADDED TO SCOPE																										
A12730	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	08-Nov-24 A	18-Mar-25	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																										
A12740	UK APPROVES RECOMMENDATIONS REQUESTS	22	19-Mar-25	17-Apr-25	UK APPROVES RECOMMENDATIONS REQUESTS																										
A12750	FINALIZE GMP FOR ELEVATOR EQUIPMENT PACKAGE	5	18-Apr-25	24-Apr-25	FINALIZE GMP FOR ELEVATOR EQUIPMENT PACKAGE																										
A12770	WCC ISSUE & EXECUTE CONTRACTS	15	18-Apr-25	08-May-25	WCC ISSUE & EXECUTE CONTRACTS																										
A12760	UK ISSUE NTP FOR ELEVATOR EQUIPMENT PACKAGE	1	28-Apr-25	28-Apr-25	UK ISSUE NTP FOR ELEVATOR EQUIPMENT PACKAGE																										
Bid Pkg. 4: Cancer Center Foundations		150	04-Dec-23 A	24-Jun-24 A																											
A29700	Original Target CANCER CENTER FOUNDATIONS ISSUE FOR BID & PERMIT (target 1/12/24)	0	04-Dec-23 A																												
A12510	Generate & Submit Bid Packages	5	18-Jan-24 A	25-Jan-24 A																											
A12520	UK Advertise for Bid	5	25-Jan-24 A	07-Feb-24 A																											
A12500	BP 4: CANCER CENTER FOUNDATIONS ISSUE FOR BID & PERMIT (target 1/12/24)	0		25-Jan-24 A																											
A12530	SUBCONTRACTOR BIDDING	26	02-Feb-24 A	15-Mar-24 A																											
A12540	WCC/UK ASSESS & LEVEL BIDS	10	22-Mar-24 A	04-Apr-24 A																											
A13030	Re-Bid Pkg. 4	1	05-Apr-24 A	26-Apr-24 A																											
A13040	Re-Bid: WCC/UK ASSESS & LEVEL BIDS	1	29-Apr-24 A	10-May-24 A																											
A12550	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	13-May-24 A	16-May-24 A	TO UK																										
A12560	UK APPROVES RECOMMENDATIONS REQUESTS	10	17-May-24 A	21-May-24 A																											
A12580	UK ISSUE NTP FOR CC FOUNDATION PACKAGE	0		21-May-24 A																											
A12581	WCC ISSUE & EXECUTE CONTRACTS	15	22-May-24 A	24-Jun-24 A																											
Bid Pkg. 5: Traffic Control Equipment		166	18-Apr-24 A	09-Sep-24 A																											
BP5.100	Pkg. 5: Roadway Lighting & Traffic Signal ISSUE FOR BID & PERMIT	0		18-Apr-24 A	PERMIT																										
BP5.110	GENERATE BID PACKAGES	19	19-Apr-24 A	13-May-24 A																											
BP5.120	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	14-May-24 A	14-May-24 A																											
BP5.130	UK assemble & Advertise BP5 for Bid	4	15-May-24 A	27-Jun-24 A																											
BP5.150	WCC/UK ASSESS & LEVEL BIDS	10	13-Jun-24 A	27-Jun-24 A																											
BP5.160	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	10	28-Jun-24 A	15-Jul-24 A	ON REQUEST TO UK																										
BP5.170	UK APPROVES RECOMMENDATIONS REQUESTS	22	16-Jul-24 A	16-Jul-24 A	REQUESTS																										
BP5.180	UK ISSUE NTP & PO FOR BP #5	0		17-Jul-24 A																											
BP5.190	WCC ISSUE & EXECUTE CONTRACTS FOR BP #5	10	09-Aug-24 A	09-Sep-24 A	CONTRACTS FOR BP #5																										
Bid Pkg. 6: Tunnel		317	02-May-24 A	30-Jul-25																											
A31365	GENERATE BID PACKAGES	17	02-May-24 A	24-May-24 A																											
A31375	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	28-May-24 A	14-Jun-24 A	TE																										
A31385	SUBCONTRACTOR BIDDING	30	17-Jun-24 A	10-Jul-24 A																											
A31395	WCC/UK ASSESS & LEVEL BIDS	20	11-Jul-24 A	09-Sep-24 A	L BIDS																										
A34360	WCC/UK RECEIVE BEST & FINAL OFFERS / VE	15	09-Sep-24 A	25-Oct-24 A	VE BEST & FINAL OFFERS / VE																										
A34370	WCC/UK REASSESS & LEVEL BIDS	5	27-Jan-25	31-Jan-25	WCC/UK REASSESS & LEVEL BIDS																										
A31405	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	03-Feb-25	07-Feb-25	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																										
A31415	UK APPROVES RECOMMENDATIONS REQUESTS	10	10-Feb-25	21-Feb-25	UK APPROVES RECOMMENDATIONS REQUESTS																										
A31425	FINALIZE GMP FOR DESIGN-BUILD TUNNEL PACKAGE	5	24-Feb-25	28-Feb-25	FINALIZE GMP FOR DESIGN-BUILD TUNNEL PACKAGE																										
A31435	WCC ISSUE & EXECUTE CONTRACTS	20	24-Feb-25	21-Mar-25	WCC ISSUE & EXECUTE CONTRACTS																										
A31445	UK ISSUE NTP FOR DESIGN-BUILD TUNNEL PACKAGE	1	03-Mar-25	03-Mar-25	UK ISSUE NTP FOR DESIGN-BUILD TUNNEL PACKAGE																										
Contracts & Administration		105	04-Mar-25	30-Jul-25																											

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A38490	Notice to Proceed to Sub	0	04-Mar-25		◆ Notice to Proceed to Sub																								
A38500	Subcontractor Period for Contracts & Administration	20	04-Mar-25	31-Mar-25	▬ Subcontractor Period for Contracts & Administration																								
A38510	Permitting for Tunnel	100	04-Mar-25	23-Jul-25	▬ Permitting for Tunnel																								
A38480	DEVELOP AND SUBMIT TUNNEL DESIGN	100	11-Mar-25	30-Jul-25	▬ DEVELOP AND SUBMIT TUNNEL DESIGN																								
A31460	Additional Borings & Geotech Investigation Report	30	01-Apr-25	12-May-25	▬ Additional Borings & Geotech Investigation Report																								
A31590	FABRICATE AND DELIVER MATERIALS FOR TUNNEL	50	20-May-25	30-Jul-25	▬ FABRICATE AND DELIVER MATERIALS FOR TUNNEL																								
RFPs		436	13-Nov-23 A	29-Jul-25																									
RFP Electrical Equipment		358	13-Nov-23 A	08-Apr-25																									
RFP.110	Original Target for MEP EQUIPMENT ISSUE FOR BID & PERMIT	0	13-Nov-23 A																										
RFP.120	Electrical EQUIPMENT ISSUE FOR BID & PERMIT	0		02-May-24 A																									
RFP.150	GENERATE BID PACKAGE	10	03-May-24 A	16-May-24 A																									
RFP.180	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	10-Jul-24 A	10-Jul-24 A	DISTRIBUTE																								
RFP.210	UK Assemble & Distribute RFP for Bidding	5	11-Jul-24 A	12-Aug-24 A	Bidding																								
RFP Generator		260	02-May-24 A	08-Apr-25																									
RFP.140	GENERATOR EQUIPMENT ISSUE FOR BID & PERMIT	0		02-May-24 A																									
RFP.170	GENERATE RFP	10	03-May-24 A	16-May-24 A																									
RFP.200	SUBMIT RFP TO UK TO DISTRIBUTE	1	10-Jul-24 A	10-Jul-24 A																									
RFP.220	UK Assemble & Distribute RFP for Bidding	10	11-Jul-24 A	12-Aug-24 A	Bidding																								
RFP.360	SUBCONTRACTOR BIDDING	20	13-Aug-24 A	26-Sep-24 A	BIDDING																								
RFP.430	WCC/UK ASSESS & LEVEL BIDS	10	27-Sep-24 A	07-Feb-25	■ WCC/UK ASSESS & LEVEL BIDS																								
RFP.530	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	10-Feb-25	14-Feb-25	■ WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
RFP.570	UK APPROVES RECOMMENDATIONS REQUESTS	22	17-Feb-25	18-Mar-25	■ UK APPROVES RECOMMENDATIONS REQUESTS																								
RFP.760	FINALIZE GMP FOR GENERATOR EQUIPMENT PACKAGE	5	19-Mar-25	25-Mar-25	■ FINALIZE GMP FOR GENERATOR EQUIPMENT PACKAGE																								
RFP.770	WCC ISSUE & EXECUTE CONTRACTS	15	19-Mar-25	08-Apr-25	■ WCC ISSUE & EXECUTE CONTRACTS																								
RFP.840	UK ISSUE NTP FOR MECH EQUIPMENT PACKAGE	1	27-Mar-25	27-Mar-25	■ UK ISSUE NTP FOR MECH EQUIPMENT PACKAGE																								
RFP Electrical Switchgear		168	12-Aug-24 A	08-Apr-25																									
RFP.320	SUBCONTRACTOR BIDDING	20	12-Aug-24 A	25-Sep-24 A	BIDDING																								
RFP.420	WCC/UK ASSESS & LEVEL BIDS	10	26-Sep-24 A	07-Feb-25	■ WCC/UK ASSESS & LEVEL BIDS																								
RFP.510	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	10-Feb-25	14-Feb-25	■ WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
RFP.560	UK APPROVES RECOMMENDATIONS REQUESTS	22	17-Feb-25	18-Mar-25	■ UK APPROVES RECOMMENDATIONS REQUESTS																								
RFP.740	FINALIZE GMP FOR MEP EQUIPMENT PACKAGE	5	19-Mar-25	25-Mar-25	■ FINALIZE GMP FOR MEP EQUIPMENT PACKAGE																								
RFP.750	WCC ISSUE & EXECUTE CONTRACTS	15	19-Mar-25	08-Apr-25	■ WCC ISSUE & EXECUTE CONTRACTS																								
RFP.810	UK ISSUE NTP FOR MEP EQUIPMENT PACKAGE	1	27-Mar-25	27-Mar-25	■ UK ISSUE NTP FOR MEP EQUIPMENT PACKAGE																								
RFP Mechanical Equipment		260	02-May-24 A	08-Apr-25																									
RFP.130	MECHANICAL EQUIPMENT ISSUE FOR BID & PERMIT	0		02-May-24 A																									
RFP.160	GENERATE RFP	10	03-May-24 A	16-May-24 A																									
RFP.190	SUBMIT RFP TO UK TO DISTRIBUTE	1	10-Jul-24 A	09-Aug-24 A	DISTRIBUTE																								
RFP.340	UK Assemble & Distribute RFP for Bidding	10	12-Aug-24 A	12-Sep-24 A	RFP for Bidding																								
RFP.390	SUBCONTRACTOR BIDDING	20	13-Sep-24 A	22-Oct-24 A	FOR BIDDING																								
RFP.520	WCC/UK ASSESS & LEVEL BIDS	10	23-Oct-24 A	07-Feb-25	■ WCC/UK ASSESS & LEVEL BIDS																								
RFP.610	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	10-Feb-25	14-Feb-25	■ WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
RFP.630	UK APPROVES RECOMMENDATIONS REQUESTS	22	17-Feb-25	18-Mar-25	■ UK APPROVES RECOMMENDATIONS REQUESTS																								
RFP.890	FINALIZE GMP FOR MECHANICAL EQUIPMENT PACKAGE	5	19-Mar-25	25-Mar-25	■ FINALIZE GMP FOR MECHANICAL EQUIPMENT PACKAGE																								
RFP.900	WCC ISSUE & EXECUTE CONTRACTS	15	19-Mar-25	08-Apr-25	■ WCC ISSUE & EXECUTE CONTRACTS																								
RFP.960	UK ISSUE NTP FOR MECH EQUIPMENT PACKAGE	1	27-Mar-25	27-Mar-25	■ UK ISSUE NTP FOR MECH EQUIPMENT PACKAGE																								

▬ Remaining Level of Effort
 ▬ Actual Work
 ▬ Critical Remaining Work
▬ Actual Level of Effort
 ▬ Remaining Work
 ◆ Milestone

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Run Date 30-Jan-25

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
RFP: Modular					166	26-Jul-24 A	26-Mar-25																						
RFP230	GENERATE RFP	10	26-Jul-24 A	06-Aug-24 A																									
RFP300	SUBMIT RFP TO UK TO DISTRIBUTE	5	07-Aug-24 A	13-Aug-24 A																									
RFP370	UK Assemble & Distribute RFP for Bidding	6	08-Aug-24 A	03-Oct-24 A																									
RFP440	SUBCONTRACTOR BIDDING	21	04-Oct-24 A	31-Oct-24 A																									
RFP620	WCC/UKASSESS & LEVEL BIDS	10	01-Nov-24 A	07-Feb-25																									
RFP670	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	8	10-Feb-25	19-Feb-25																									
RFP790	UK APPROVES RECOMMENDATIONS REQUESTS	10	20-Feb-25	05-Mar-25																									
RFP800	WCC ISSUE & EXECUTE CONTRACTS	25	20-Feb-25	26-Mar-25																									
RFP910	UK ISSUE NTP FOR RFP	1	05-Mar-25	05-Mar-25																									
RFP: Controls					166	26-Jul-24 A	26-Mar-25																						
RFP240	GENERATE RFP	10	26-Jul-24 A	02-Aug-24 A																									
RFP280	SUBMIT RFP TO UK TO DISTRIBUTE	5	05-Aug-24 A	09-Aug-24 A																									
RFP330	UK Assemble & Distribute RFP for Bidding	5	12-Aug-24 A	12-Sep-24 A																									
RFP380	SUBCONTRACTOR BIDDING	21	13-Sep-24 A	18-Oct-24 A																									
RFP580	WCC/UKASSESS & LEVEL BIDS	10	21-Oct-24 A	07-Feb-25																									
RFP640	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	8	10-Feb-25	19-Feb-25																									
RFP700	UK APPROVES RECOMMENDATIONS REQUESTS	10	20-Feb-25	05-Mar-25																									
RFP710	WCC ISSUE & EXECUTE CONTRACTS	25	20-Feb-25	26-Mar-25																									
RFP850	UK ISSUE NTP FOR RFP	1	05-Mar-25	05-Mar-25																									
RFP: Pneumatic Tubes					164	04-Oct-24 A	25-Mar-25																						
RFP310	GENERATE RFP	11	04-Oct-24 A	21-Oct-24 A																									
RFP490	UK Assemble & Distribute RFP for Bidding	5	22-Oct-24 A	04-Nov-24 A																									
RFP550	SUBCONTRACTOR BIDDING	21	05-Nov-24 A	05-Dec-24 A																									
RFP690	WCC/UKASSESS & LEVEL BIDS	10	25-Nov-24 A	07-Feb-25																									
RFP830	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	8	10-Feb-25	19-Feb-25																									
RFP940	UK APPROVES RECOMMENDATIONS REQUESTS	10	20-Feb-25	05-Mar-25																									
RFP950	WCC ISSUE & EXECUTE CONTRACTS	24	20-Feb-25	25-Mar-25																									
RFP990	UK ISSUE NTP FOR RFP	1	05-Mar-25	05-Mar-25																									
RFP: Fire Alarm					184	31-Jul-24 A	18-Apr-25																						
RFP260	GENERATE RFP	11	31-Jul-24 A	22-Oct-24 A																									
RFP480	WCC Assemble & Distribute RFP for Bidding	3	23-Oct-24 A	29-Jan-25																									
RFP540	SUBCONTRACTOR BIDDING	15	30-Jan-25	19-Feb-25																									
RFP680	WCC/UKASSESS & LEVEL BIDS	10	20-Feb-25	05-Mar-25																									
RFP820	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	8	06-Mar-25	17-Mar-25																									
RFP920	UK APPROVES RECOMMENDATIONS REQUESTS	10	18-Mar-25	31-Mar-25																									
RFP930	WCC ISSUE & EXECUTE CONTRACTS	24	18-Mar-25	18-Apr-25																									
RFP980	UK ISSUE NTP FOR RFP	1	31-Mar-25	31-Mar-25																									
RFP: Doors, Frames & Hardware					186	04-Oct-24 A	24-Apr-25																						
RFP270	GENERATE RFP	11	04-Oct-24 A	24-Oct-24 A																									
RFP470	UK Assemble & Distribute RFP for Bidding	5	25-Oct-24 A	13-Nov-24 A																									
RFP500	SUBCONTRACTOR BIDDING	21	14-Nov-24 A	25-Feb-25																									
RFP660	WCC/UKASSESS & LEVEL BIDS	10	26-Feb-25	11-Mar-25																									
RFP780	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	8	12-Mar-25	21-Mar-25																									
RFP870	UK APPROVES RECOMMENDATIONS REQUESTS	10	24-Mar-25	04-Apr-25																									

█ Remaining Level of Effort
 █ Actual Work
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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
BP7.G1.220	WCC ISSUE & EXECUTE CONTRACTS	2	04-Sep-24 A	05-Sep-24 A	CONTRACTS																								
Plumbing & HVAC Core & Shell		21	23-Sep-24 A	19-Dec-24 A																									
BP7.G1.270	Assess & Level Re-Bid Critical Packages (if required)	5	23-Sep-24 A	27-Sep-24 A	Critical Packages (if required)																								
BP7.G1.300	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	27-Sep-24 A	30-Sep-24 A	D AUTHORIZATION REQUEST TO UK																								
BP7.G1.330	UK APPROVES RECOMMENDATIONS REQUESTS	10	01-Oct-24 A	11-Oct-24 A	COMMENDATIONS REQUESTS																								
BP7.G1.370	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL	1	14-Oct-24 A	14-Oct-24 A	R CANCER CENTER CORE AND SHELL																								
BP7.G1.380	WCC ISSUE & EXECUTE CONTRACTS	6	14-Oct-24 A	19-Dec-24 A	C ISSUE & EXECUTE CONTRACTS																								
Electrical Core & Shell		30	23-Sep-24 A	02-Dec-24 A																									
BP7.G1.280	Assess & Level Re-Bid Critical Packages (if required)	5	23-Sep-24 A	27-Sep-24 A	Critical Packages (if required)																								
BP7.G1.310	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	1	17-Oct-24 A	17-Oct-24 A	ARD AUTHORIZATION REQUEST TO UK																								
BP7.G1.340	UK APPROVES RECOMMENDATIONS REQUESTS	1	18-Oct-24 A	18-Oct-24 A	ECOMMENDATIONS REQUESTS																								
BP7.G1.390	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL	1	21-Oct-24 A	21-Oct-24 A	OR CANCER CENTER CORE AND SHELL																								
BP7.G1.400	WCC ISSUE & EXECUTE CONTRACTS	10	21-Oct-24 A	02-Dec-24 A	SUE & EXECUTE CONTRACTS																								
Fire Protection		17	13-Aug-24 A	05-Sep-24 A																									
BP7.G1.120	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	13-Aug-24 A	19-Aug-24 A	RIZATION REQUEST TO UK																								
BP7.G1.130	Assess & Level Re-Bid Critical Packages (if required)	5	13-Aug-24 A	19-Aug-24 A	ackages (if required)																								
BP7.G1.150	UK APPROVES RECOMMENDATIONS REQUESTS	10	20-Aug-24 A	03-Sep-24 A	NDATIONS REQUESTS																								
BP7.G1.200	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL	1	04-Sep-24 A	04-Sep-24 A	ER CENTER CORE AND SHELL																								
BP7.G1.210	WCC ISSUE & EXECUTE CONTRACTS	2	04-Sep-24 A	05-Sep-24 A	ONTRACTS																								
Group 2: Enclosures		187	26-Jun-24 A	25-Mar-25																									
BP7.G2.100	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	4	26-Jun-24 A	27-Jun-24 A	BUTE																								
BP7.G2.110	UK Review & Reject G2 Bid Packages (Allowances)	5	28-Jun-24 A	23-Jul-24 A	(Allowances)																								
BP7.G2.120	Resubmit Bid Package G2 to UK to Distribute	5	24-Jul-24 A	30-Jul-24 A	Distribute																								
BP7.G2.130	UK Review/Assemble & Distribute Bid Package G2 for Bidding	5	31-Jul-24 A	19-Aug-24 A	ite Bid Package G2 for Bidding																								
BP7.G2.140	SUBCONTRACTOR BIDDING - Group 2	20	20-Aug-24 A	20-Sep-24 A	DING - Group 2																								
Exterior Masonry		67	23-Sep-24 A	25-Oct-24 A																									
BP7.G2.150	WCC/UK ASSESS & LEVEL BIDS - Exterior Masonry	10	23-Sep-24 A	04-Oct-24 A	LEVEL BIDS - Exterior Masonry																								
BP7.G2.160	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK - Exterior Masonry	3	23-Sep-24 A	04-Oct-24 A	D AUTHORIZATION REQUEST TO UK - Exterior Masonry																								
BP7.G2.490	UK APPROVES RECOMMENDATIONS REQUESTS - Exterior Masonry	10	07-Oct-24 A	10-Oct-24 A	COMMENDATIONS REQUESTS - Exterior Masonry																								
BP7.G2.610	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Exterior Masonry	1	11-Oct-24 A	11-Oct-24 A	R CANCER CENTER CORE AND SHELL - Exterior Masonry																								
BP7.G2.620	WCC ISSUE & EXECUTE CONTRACTS - Exterior Masonry	15	11-Oct-24 A	25-Oct-24 A	EXECUTE CONTRACTS - Exterior Masonry																								
Interior Masonry		25	23-Sep-24 A	25-Oct-24 A																									
BP7.G2.180	WCC/UK ASSESS & LEVEL BIDS - Interior Masonry	10	23-Sep-24 A	30-Sep-24 A	LEVEL BIDS - Interior Masonry																								
BP7.G2.340	Assess & Level Re-Bid Critical Packages (if required) - Interior Masonry	5	01-Oct-24 A	07-Oct-24 A	id Critical Packages (if required) - Interior Masonry																								
BP7.G2.500	UK APPROVES RECOMMENDATIONS REQUESTS - Interior Masonry	10	08-Oct-24 A	10-Oct-24 A	COMMENDATIONS REQUESTS - Interior Masonry																								
BP7.G2.630	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Interior Masonry	1	11-Oct-24 A	11-Oct-24 A	R CANCER CENTER CORE AND SHELL - Interior Masonry																								
BP7.G2.640	WCC ISSUE & EXECUTE CONTRACTS - Interior Masonry	11	11-Oct-24 A	25-Oct-24 A	EXECUTE CONTRACTS - Interior Masonry																								
Waterproofing/AVB		53	23-Sep-24 A	18-Dec-24 A																									
BP7.G2.190	WCC/UK ASSESS & LEVEL BIDS - Waterproofing/AVB	10	23-Sep-24 A	16-Oct-24 A	& LEVEL BIDS - Waterproofing/AVB																								
BP7.G2.350	Assess & Level Re-Bid Critical Packages (if required) - Waterproofing/AVB	5	17-Oct-24 A	21-Oct-24 A	e-Bid Critical Packages (if required) - Waterproofing/AVB																								

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
BP7.G2.510	UK APPROVES RECOMMENDATIONS REQUESTS - Waterproofing/AVB	10	22-Oct-24 A	24-Oct-24 A	RECOMMENDATIONS REQUESTS - Waterproofing/AVB																								
BP7.G2.650	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Waterproofing/AVB	1	24-Oct-24 A	24-Oct-24 A	FOR CANCER CENTER CORE AND SHELL - Waterproofing/AVB																								
BP7.G2.660	WCC ISSUE & EXECUTE CONTRACTS - Waterproofing/AVB	15	14-Nov-24 A	18-Dec-24 A	C ISSUE & EXECUTE CONTRACTS - Waterproofing/AVB																								
Metal Panels		37	23-Sep-24 A	25-Nov-24 A																									
BP7.G2.200	WCC/UKASSESS & LEVEL BIDS - Metal Panels	10	23-Sep-24 A	30-Sep-24 A	LEVEL BIDS - Metal Panels																								
BP7.G2.360	Assess & Level Re-Bid Critical Packages (if required) - Metal Panels	5	01-Oct-24 A	07-Oct-24 A	Bid Critical Packages (if required) - Metal Panels																								
BP7.G2.520	UK APPROVES RECOMMENDATIONS REQUESTS - Metal Panels	10	08-Oct-24 A	21-Oct-24 A	RECOMMENDATIONS REQUESTS - Metal Panels																								
BP7.G2.670	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Metal Panels	1	23-Oct-24 A	23-Oct-24 A	FOR CANCER CENTER CORE AND SHELL - Metal Panels																								
BP7.G2.680	WCC ISSUE & EXECUTE CONTRACTS - Metal Panels	15	23-Oct-24 A	25-Nov-24 A	SUE & EXECUTE CONTRACTS - Metal Panels																								
Fireproofing		112	23-Sep-24 A	28-Feb-25																									
BP7.G2.210	WCC/UKASSESS & LEVEL BIDS - Fireproofing	10	23-Sep-24 A	04-Oct-24 A	LEVEL BIDS - Fireproofing																								
BP7.G2.370	Assess & Level Re-Bid Critical Packages - Fireproofing	5	25-Nov-24 A	27-Jan-25	Assess & Level Re-Bid Critical Packages - Fireproofing																								
BP7.G2.530	UK APPROVES RECOMMENDATIONS REQUESTS - Fireproofing	10	27-Jan-25	07-Feb-25	UK APPROVES RECOMMENDATIONS REQUESTS - Fireproofing																								
BP7.G2.690	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Fireproofing	1	10-Feb-25	10-Feb-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Fireproofing																								
BP7.G2.700	WCC ISSUE & EXECUTE CONTRACTS - Fireproofing	15	10-Feb-25	28-Feb-25	WCC ISSUE & EXECUTE CONTRACTS - Fireproofing																								
Roofing		112	23-Sep-24 A	28-Feb-25																									
BP7.G2.230	WCC/UKASSESS & LEVEL BIDS - Roofing	10	23-Sep-24 A	09-Dec-24 A	UKASSESS & LEVEL BIDS - Roofing																								
BP7.G2.390	Assess & Level Re-Bid Critical Packages (if required) - Roofing	5	10-Dec-24 A	27-Jan-25	Assess & Level Re-Bid Critical Packages (if required) - Roofing																								
BP7.G2.550	UK APPROVES RECOMMENDATIONS REQUESTS - Roofing	10	27-Jan-25	07-Feb-25	UK APPROVES RECOMMENDATIONS REQUESTS - Roofing																								
BP7.G2.730	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Roofing	1	10-Feb-25	10-Feb-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Roofing																								
BP7.G2.740	WCC ISSUE & EXECUTE CONTRACTS - Roofing	15	10-Feb-25	28-Feb-25	WCC ISSUE & EXECUTE CONTRACTS - Roofing																								
Loading Dock Doors - Rebid		114	23-Sep-24 A	04-Mar-25																									
BP7.G2.280	WCC/UKASSESS & LEVEL BIDS - Loading Dock Doors	10	23-Sep-24 A	27-Sep-24 A	LEVEL BIDS - Loading Dock Doors																								
BP7.G2.410	Re-Bid BP#7 Group 2 - Loading Dock Doors	0	23-Dec-24 A	27-Jan-25	Re-Bid BP#7 Group 2 - Loading Dock Doors																								
BP7.G2.450	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Loading Dock Doors	2	27-Jan-25	28-Jan-25	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Loading Dock Doors																								
BP7.G2.600	UK APPROVES RECOMMENDATIONS REQUESTS - Loading Dock Doors	10	29-Jan-25	11-Feb-25	UK APPROVES RECOMMENDATIONS REQUESTS - Loading Dock Doors																								
BP7.G2.830	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Loading Dock Doors	1	12-Feb-25	12-Feb-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Loading Dock Doors																								
BP7.G2.840	WCC ISSUE & EXECUTE CONTRACTS - Loading Dock Doors	15	12-Feb-25	04-Mar-25	WCC ISSUE & EXECUTE CONTRACTS - Loading Dock Doors																								
Glazing		102	23-Sep-24 A	14-Feb-25																									
BP7.G2.220	WCC/UKASSESS & LEVEL BIDS - Glazing	10	23-Sep-24 A	25-Oct-24 A	SS & LEVEL BIDS - Glazing																								
BP7.G2.540	UK APPROVES RECOMMENDATIONS REQUESTS - Glazing	10	04-Nov-24 A	07-Nov-24 A	ES RECOMMENDATIONS REQUESTS - Glazing																								
BP7.G2.710	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Glazing	1	08-Nov-24 A	08-Nov-24 A	TP FOR CANCER CENTER CORE AND SHELL - Glazing																								
BP7.G2.720	WCC ISSUE & EXECUTE CONTRACTS - Glazing	15	23-Dec-24 A	14-Feb-25	WCC ISSUE & EXECUTE CONTRACTS - Glazing																								
GWB Framing		23	23-Sep-24 A	14-Feb-25																									
BP7.G2.240	WCC/UKASSESS & LEVEL BIDS - GWB Framing	10	23-Sep-24 A	04-Oct-24 A	LEVEL BIDS - GWB Framing																								
BP7.G2.400	Assess & Level Re-Bid Critical Packages (if required) - GWB Framing	5	07-Oct-24 A	11-Oct-24 A	Bid Critical Packages (if required) - GWB Framing																								

■ Remaining Level of Effort
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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
BP7.G2.560	UK APPROVES RECOMMENDATIONS REQUESTS - GWB Framing	3	14-Oct-24 A	16-Oct-24 A	RECOMMENDATIONS REQUESTS - GWB Framing																								
BP7.G2.750	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - GWB Framing	1	17-Oct-24 A	17-Oct-24 A	OR CANCER CENTER CORE AND SHELL - GWB Framing																								
BP7.G2.760	WCC ISSUE & EXECUTE CONTRACTS - GWB Framing	15	17-Oct-24 A	14-Feb-25	WCC ISSUE & EXECUTE CONTRACTS - GWB Framing																								
Pre-Engineered Canopy - Rebid		129	23-Sep-24 A	25-Mar-25																									
BP7.G2.260	WCC/UKASSESS & LEVEL BIDS - Canopy	10	23-Sep-24 A	27-Sep-24 A	LEVEL BIDS - Canopy																								
BP7.G2.420	Re-Bid BP#7 Group 2 - Canopy	15	07-Nov-24 A	14-Feb-25	Re-Bid BP#7 Group 2 - Canopy																								
BP7.G2.460	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Canopy	2	17-Feb-25	18-Feb-25	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Canopy																								
BP7.G2.580	UK APPROVES RECOMMENDATIONS REQUESTS - Canopy	10	19-Feb-25	04-Mar-25	UK APPROVES RECOMMENDATIONS REQUESTS - Canopy																								
BP7.G2.790	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Canopy	1	05-Mar-25	05-Mar-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Canopy																								
BP7.G2.800	WCC ISSUE & EXECUTE CONTRACTS - Canopy	15	05-Mar-25	25-Mar-25	WCC ISSUE & EXECUTE CONTRACTS - Canopy																								
Loading Dock Equipment - Rebid		129	23-Sep-24 A	25-Mar-25																									
BP7.G2.250	WCC/UKASSESS & LEVEL BIDS - Loading Dock Equipment	10	23-Sep-24 A	27-Sep-24 A	LEVEL BIDS - Loading Dock Equipment																								
BP7.G2.430	Re-Bid BP#7 Group 2 - Loading Dock Equipment	15	07-Nov-24 A	14-Feb-25	Re-Bid BP#7 Group 2 - Loading Dock Equipment																								
BP7.G2.470	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Loading Dock Equipment	2	17-Feb-25	18-Feb-25	Re-Bid: WCC/UKASSESS & LEVEL BIDS - Loading Dock Equipment																								
BP7.G2.570	UK APPROVES RECOMMENDATIONS REQUESTS - Loading Dock Equipment	10	19-Feb-25	04-Mar-25	UK APPROVES RECOMMENDATIONS REQUESTS - Loading Dock Equipment																								
BP7.G2.770	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Loading Dock Equipment	1	05-Mar-25	05-Mar-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Loading Dock Equipment																								
BP7.G2.780	WCC ISSUE & EXECUTE CONTRACTS - Loading Dock Equipment	15	05-Mar-25	25-Mar-25	WCC ISSUE & EXECUTE CONTRACTS - Loading Dock Equipment																								
Fall Protection Anchors - Rebid		67	23-Sep-24 A	07-Feb-25																									
BP7.G2.270	WCC/UKASSESS & LEVEL BIDS - Fall Protection	10	23-Sep-24 A	07-Feb-25	WCC/UKASSESS & LEVEL BIDS - Fall Protection																								
BP7.G2.590	UK APPROVES RECOMMENDATIONS REQUESTS - Fall Protection	10	07-Nov-24 A	04-Dec-24 A	PROVES RECOMMENDATIONS REQUESTS - Fall Protection																								
BP7.G2.810	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL - Fall Protection	1	05-Dec-24 A	05-Dec-24 A	UE NTP FOR CANCER CENTER CORE AND SHELL - Fall Protection																								
BP7.G2.820	WCC ISSUE & EXECUTE CONTRACTS - Fall Protection	15	05-Dec-24 A	29-Jan-25	WCC ISSUE & EXECUTE CONTRACTS - Fall Protection																								
Tower Crane		32	23-Sep-24 A	10-Oct-24 A																									
BP7.G2.170	WCC/UKASSESS & LEVEL BIDS - TOWER CRANE	2	23-Sep-24 A	24-Sep-24 A	LEVEL BIDS - TOWER CRANE																								
BP7.G2.290	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK - TOWER CRANE	2	25-Sep-24 A	26-Sep-24 A	AUTHORIZATION REQUEST TO UK - TOWER CRANE																								
BP7.G2.300	UK APPROVES RECOMMENDATIONS REQUESTS - TOWER CRANE	5	27-Sep-24 A	04-Oct-24 A	COMMENDATIONS REQUESTS - TOWER CRANE																								
BP7.G2.310	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL	1	07-Oct-24 A	07-Oct-24 A	CANCER CENTER CORE AND SHELL																								
BP7.G2.320	WCC ISSUE & EXECUTE CONTRACTS - TOWER CRANE	8	08-Oct-24 A	10-Oct-24 A	CUTE CONTRACTS - TOWER CRANE																								
Group 3: Site Improvements		138	12-Jul-24 A	14-Feb-25																									
BP7.G3.100	GENERATE BID PACKAGES	20	12-Jul-24 A	30-Aug-24 A																									
BP7.G3.110	UK REVIEW AND APPROVE ALLOWANCE	5	12-Aug-24 A	16-Aug-24 A	LOWANCE																								
BP7.G3.120	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	19-Aug-24 A	20-Sep-24 A	S TO UK TO DISTRIBUTE																								
BP7.G3.130	SUBCONTRACTOR BIDDING - Group 3	20	10-Oct-24 A	07-Nov-24 A	ACTOR BIDDING - Group 3																								
BP7.G3.140	WCC/UKASSESS & LEVEL BIDS	10	08-Nov-24 A	25-Nov-24 A	ASSESS & LEVEL BIDS																								
BP7.G3.150	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	26-Nov-24 A	02-Dec-24 A	SUES AWARD AUTHORIZATION REQUEST TO UK																								
BP7.G3.160	Assess & Level Re-Bid Critical Packages (if required)	5	26-Nov-24 A	02-Dec-24 A	& Level Re-Bid Critical Packages (if required)																								
BP7.G3.170	UK APPROVES RECOMMENDATIONS REQUESTS	10	03-Dec-24 A	12-Dec-24 A	PPROVES RECOMMENDATIONS REQUESTS																								

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
BP7.G3.190	WCC ISSUE & EXECUTE CONTRACTS	15	13-Dec-24 A	14-Feb-25	WCC ISSUE & EXECUTE CONTRACTS																								
BP7.G3.180	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL	1	27-Jan-25	27-Jan-25	UK ISSUE NTP FOR CANCER CENTER CORE AND SHELL																								
CANCER CENTER & AMBULATORY INTERIOR BUILD OUT: Bid Pkg. 8		171	04-Oct-24 A	05-Jun-25																									
Group 1: Build-Out		140	04-Oct-24 A	22-Apr-25																									
A7270	GENERATE BID PACKAGES	21	04-Oct-24 A	14-Nov-24 A	GENERATE BID PACKAGES																								
A7280	SUBMIT BID PACKAGES TO UK (Purchasing) TO DISTRIBUTE	3	15-Nov-24 A	27-Nov-24 A	SUBMIT BID PACKAGES TO UK (Purchasing) TO DISTRIBUTE																								
A31345	Submit Bid Documents & 100% SET FOR UK (CPMD) REVIEW	3	25-Nov-24 A	27-Nov-24 A	Submit Bid Documents & 100% SET FOR UK (CPMD) REVIEW																								
A7290	SUBCONTRACTOR BIDDING	39	29-Nov-24 A	16-Jan-25 A	SUBCONTRACTOR BIDDING																								
A7300	WCC/UKASSESS & LEVEL BIDS	20	17-Jan-25 A	21-Feb-25	WCC/UKASSESS & LEVEL BIDS																								
A7310	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	24-Feb-25	28-Feb-25	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
A7320	UK APPROVES RECOMMENDATIONS REQUESTS	22	03-Mar-25	01-Apr-25	UK APPROVES RECOMMENDATIONS REQUESTS																								
A7330	FINALIZE GMP FOR INTERIOR BUILDOUT PACKAGE	5	02-Apr-25	08-Apr-25	FINALIZE GMP FOR INTERIOR BUILDOUT PACKAGE																								
A7350	WCC ISSUE & EXECUTE CONTRACTS	15	02-Apr-25	22-Apr-25	WCC ISSUE & EXECUTE CONTRACTS																								
A7340	UK ISSUE NTP FOR INTERIOR BUILDOUT PACKAGE	1	09-Apr-25	09-Apr-25	UK ISSUE NTP FOR INTERIOR BUILDOUT PACKAGE																								
Group 2: Finishes		142	14-Nov-24 A	05-Jun-25																									
A31255	GENERATE BID PACKAGES	15	14-Nov-24 A	20-Dec-24 A	GENERATE BID PACKAGES																								
A31265	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	27-Jan-25	27-Jan-25	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE																								
A31275	SUBCONTRACTOR BIDDING	30	28-Jan-25	10-Mar-25	SUBCONTRACTOR BIDDING																								
A31285	WCC/UKASSESS & LEVEL BIDS	20	11-Mar-25	07-Apr-25	WCC/UKASSESS & LEVEL BIDS																								
A31295	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	08-Apr-25	14-Apr-25	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
A31305	UK APPROVES RECOMMENDATIONS REQUESTS	22	15-Apr-25	14-May-25	UK APPROVES RECOMMENDATIONS REQUESTS																								
A31315	FINALIZE GMP FOR INTERIOR FINISHES PACKAGE	5	15-May-25	21-May-25	FINALIZE GMP FOR INTERIOR FINISHES PACKAGE																								
A31325	WCC ISSUE & EXECUTE CONTRACTS	15	15-May-25	05-Jun-25	WCC ISSUE & EXECUTE CONTRACTS																								
A31335	UK ISSUE NTP FOR INTERIOR FINISHES PACKAGE	1	22-May-25	22-May-25	UK ISSUE NTP FOR INTERIOR FINISHES PACKAGE																								
CANCER CENTER & AMBULATORY INTERIOR BUILD OUT: Bid Pkg. 9		113	15-Apr-25	23-Sep-25																									
Bid Pkg. 9: Thermo Utility Piping Below Grade		113	15-Apr-25	23-Sep-25																									
A31470	GENERATE BID PACKAGES	20	15-Apr-25	12-May-25	GENERATE BID PACKAGES																								
A31480	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE	1	13-May-25	13-May-25	SUBMIT BID PACKAGES TO UK TO DISTRIBUTE																								
A31490	SUBCONTRACTOR BIDDING	30	14-May-25	25-Jun-25	SUBCONTRACTOR BIDDING																								
A31500	WCC/UKASSESS & LEVEL BIDS	20	26-Jun-25	24-Jul-25	WCC/UKASSESS & LEVEL BIDS																								
A31510	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK	5	25-Jul-25	31-Jul-25	WCC ISSUES AWARD AUTHORIZATION REQUEST TO UK																								
A31520	UK APPROVES RECOMMENDATIONS REQUESTS	22	01-Aug-25	02-Sep-25	UK APPROVES RECOMMENDATIONS REQUESTS																								
A31530	FINALIZE GMP FOR THERMO UTILITY PACKAGE	5	03-Sep-25	09-Sep-25	FINALIZE GMP FOR THERMO UTILITY PACKAGE																								
A31550	WCC ISSUE & EXECUTE CONTRACTS	15	03-Sep-25	23-Sep-25	WCC ISSUE & EXECUTE CONTRACTS																								
A31540	UK ISSUE NTP FOR THERMO UTILITY PACKAGE	1	10-Sep-25	10-Sep-25	UK ISSUE NTP FOR THERMO UTILITY PACKAGE																								
SUBMITTAL/PROCUREMENT PHASE		829	06-May-24 A	19-Jul-27																									
Bid Pkg. 1 & 2: Site, Civil, & Roadways		57	06-May-24 A	25-Jul-24 A																									
A13370	Develop & Submit: Storm/Sanitary Structures Shop Dwgs.	5	06-May-24 A	17-May-24 A	Shop Dwgs.																								
A29610	Develop & Submit: 12kv Duct Bank Shop Dwgs.	5	06-May-24 A	17-May-24 A	Shop Dwgs.																								
A29590	A/E Review & Approve: Storm/Sanitary Structures Shop Dwgs.	10	20-May-24 A	03-Jun-24 A	Shop Dwgs.																								
A29620	A/E Review & Approve: 12kv Duct Bank Shop Dwgs.	5	20-May-24 A	03-Jun-24 A	Shop Dwgs.																								
A13880	Fabricate & Deliver: 12kv Duct Bank	10	04-Jun-24 A	17-Jun-24 A	Structures Shop Dwgs.																								
A29580	Fabricate & Deliver: Storm/Sanitary Structures Shop Dwgs.	20	04-Jun-24 A	25-Jul-24 A	Structures Shop Dwgs.																								
Bid Pkg 3: Elevator Equipment		285	09-May-25	22-Jun-26																									

█ Remaining Level of Effort
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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A32170	FIRE PROTECTION - FABRICATE AND DELIVER MATERIALS	150	10-Feb-25	10-Sep-25																									
Group 2 - Enclosures		286	11-Oct-24 A	24-Nov-25																									
Interior Masonry		55	27-Jan-25	11-Apr-25																									
A32180	INTERIOR MASONRY - DEVELOP AND SUBMIT SUBMITTALS	15	27-Jan-25	14-Feb-25																									
A32190	INTERIOR MASONRY - REVIEW AND APPROVE SUBMITTALS	10	17-Feb-25	28-Feb-25																									
A32200	INTERIOR MASONRY - FABRICATE AND DELIVER MATERIALS	30	03-Mar-25	11-Apr-25																									
Exterior Masonry		163	27-Jan-25	15-Sep-25																									
A32210	EXTERIOR MASONRY - DEVELOP AND SUBMIT SUBMITTALS	15	27-Jan-25	14-Feb-25																									
A32220	EXTERIOR MASONRY - REVIEW AND APPROVE SUBMITTALS	10	17-Feb-25	28-Feb-25																									
A32230	EXTERIOR MASONRY - FABRICATE AND DELIVER MATERIALS	30	04-Aug-25	15-Sep-25																									
Waterproofing/AVB		45	27-Jan-25	28-Mar-25																									
A32240	WATERPROOFING - DEVELOP AND SUBMIT SUBMITTALS	15	27-Jan-25	14-Feb-25																									
A32250	WATERPROOFING - REVIEW AND APPROVE SUBMITTALS	10	17-Feb-25	28-Feb-25																									
A32260	WATERPROOFING - FABRICATE AND DELIVER MATERIALS	20	03-Mar-25	28-Mar-25																									
Metal Panels		153	27-Jan-25	29-Aug-25																									
A32270	METAL PANELS - DEVELOP AND SUBMIT SUBMITTALS	15	27-Jan-25	14-Feb-25																									
A32280	METAL PANELS - REVIEW AND APPROVE SUBMITTALS	10	17-Feb-25	28-Feb-25																									
A32290	METAL PANELS - FABRICATE AND DELIVER MATERIALS	20	04-Aug-25	29-Aug-25																									
Fireproofing		45	03-Mar-25	02-May-25																									
A32300	FIREPROOFING - DEVELOP AND SUBMIT SUBMITTALS	15	03-Mar-25	21-Mar-25																									
A32310	FIREPROOFING - REVIEW AND APPROVE SUBMITTALS	10	24-Mar-25	04-Apr-25																									
A32320	FIREPROOFING - FABRICATE AND DELIVER MATERIALS	20	07-Apr-25	02-May-25																									
Glazing		198	17-Feb-25	24-Nov-25																									
A32330	GLAZING - DEVELOP AND SUBMIT SUBMITTALS	15	17-Feb-25	07-Mar-25																									
A32340	GLAZING - REVIEW AND APPROVE SUBMITTALS	10	10-Mar-25	21-Mar-25																									
A32350	GLAZING - FABRICATE AND DELIVER MATERIALS	80	04-Aug-25	24-Nov-25																									
GWB Framing		45	17-Feb-25	18-Apr-25																									
A38210	GWB Framing - DEVELOP AND SUBMIT SUBMITTALS	15	17-Feb-25	07-Mar-25																									
A38220	GWB Framing - REVIEW AND APPROVE SUBMITTALS	10	10-Mar-25	21-Mar-25																									
A38230	GWB Framing - FABRICATE AND DELIVER MATERIALS	20	24-Mar-25	18-Apr-25																									
Roofing		45	03-Mar-25	02-May-25																									
A32360	Roofing - DEVELOP AND SUBMIT SUBMITTALS	15	03-Mar-25	21-Mar-25																									
A32370	Roofing - REVIEW AND APPROVE SUBMITTALS	10	24-Mar-25	04-Apr-25																									
A32380	Roofing - FABRICATE AND DELIVER MATERIALS	20	07-Apr-25	02-May-25																									
Canopy		45	26-Mar-25	28-May-25																									
A32390	CANOPY - DEVELOP AND SUBMIT SUBMITTALS	15	26-Mar-25	15-Apr-25																									
A32400	CANOPY - REVIEW AND APPROVE SUBMITTALS	10	16-Apr-25	29-Apr-25																									
A32410	CANOPY - FABRICATE AND DELIVER MATERIALS	20	30-Apr-25	28-May-25																									
Loading Dock Equipment		125	26-Mar-25	19-Sep-25																									
A32420	LOADING DOCK EQUIPMENT - DEVELOP AND SUBMIT SUBMITTALS	15	26-Mar-25	15-Apr-25																									
A32430	LOADING DOCK EQUIPMENT - REVIEW AND APPROVE SUBMITTALS	10	16-Apr-25	29-Apr-25																									

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A32690	MEP/FRAMING - DEVELOP AND SUBMIT SUBMITTALS	15	23-Apr-25	13-May-25																									
A32700	MEP/FRAMING - REVIEW AND APPROVE SUBMITTALS	10	14-May-25	28-May-25																									
A32710	MEP/FRAMING - FABRICATE AND DELIVER MATERIALS	20	29-May-25	25-Jun-25																									
Group 2: Trade Finishes		250	06-Jun-25	29-May-26																									
A32720	FINISHES - DEVELOP AND SUBMIT SUBMITTALS	15	06-Jun-25	26-Jun-25																									
A32730	FINISHES - REVIEW AND APPROVE SUBMITTALS	10	27-Jun-25	11-Jul-25																									
A32740	FINISHES - FABRICATE AND DELIVER MATERIALS	20	14-Jul-25	08-Aug-25																									
Wood Ceilings		225	14-Jul-25	29-May-26																									
A33270	Fabricate and Deliver Wood Ceilings Lower Level	120	14-Jul-25	31-Dec-25																									
A38730	Fabricate and Deliver Wood Ceilings Level 1	120	04-Aug-25	22-Jan-26																									
A38740	Fabricate and Deliver Wood Ceilings Level 2	120	25-Aug-25	12-Feb-26																									
A38750	Fabricate and Deliver Wood Ceilings Level 3	120	16-Sep-25	05-Mar-26																									
A38760	Fabricate and Deliver Wood Ceilings Level 4	120	07-Oct-25	26-Mar-26																									
A38770	Fabricate and Deliver Wood Ceilings Level 5	120	28-Oct-25	16-Apr-26																									
A38780	Fabricate and Deliver Wood Ceilings Level 6	120	18-Nov-25	07-May-26																									
A38790	Fabricate and Deliver Wood Ceilings Level 7	120	10-Dec-25	29-May-26																									
Bid Pkg 9: Thermo Piping		70	30-Jul-25	05-Nov-25																									
A38160	THERMAL UTILITIES - DEVELOP AND SUBMIT SUBMITTALS	25	30-Jul-25	03-Sep-25																									
A38170	THERMAL UTILITIES - REVIEW AND APPROVE SUBMITTALS	15	04-Sep-25	24-Sep-25																									
A38180	THERMAL UTILITIES - FABRICATE AND DELIVER MATERIALS	30	25-Sep-25	05-Nov-25																									
RFPs		589	27-Mar-25	19-Jul-27																									
MODULAR		110	27-Mar-25	29-Aug-25																									
A38920	MODULAR EXAM ROOM SUBMITTALS	15	27-Mar-25	16-Apr-25																									
A38930	MODULAR EXAM ROOM SUBMITTAL REVIEW & APPROVAL	15	17-Apr-25	07-May-25																									
A38940	MODULAR EXAM ROOM PROCUREMENT	80	08-May-25	29-Aug-25																									
MECHANICAL		317	09-Apr-25	07-Jul-26																									
A12800	MECHANICAL EQUIPMENT SUBMITTALS	15	09-Apr-25	29-Apr-25																									
A12870	MECHANICAL EQUIPMENT SUBMITTAL REVIEW & APPROVAL	15	30-Apr-25	20-May-25																									
A12880	MECHANICAL EQUIPMENT PROCUREMENT	80	21-May-25	12-Sep-25																									
A38660	AIR HANDLER UNIT PROCUREMENT	287	21-May-25	07-Jul-26																									
ELECTRICAL		580	09-Apr-25	19-Jul-27																									
Electrical Generator		580	09-Apr-25	19-Jul-27																									
Generators		422	09-Apr-25	03-Dec-26																									
L72930	Generator Shop Drawing Submittals	30	09-Apr-25	20-May-25																									
L72940	Generator Submittal Review & Approval	10	21-May-25	04-Jun-25																									
L72950	Generator Procurement	382	05-Jun-25	03-Dec-26																									
Paralleling Switchgear		290	09-Apr-25	28-May-26																									
A12930	Paralleling Switchgear Shop Drawing Submittals	30	09-Apr-25	20-May-25																									
A12940	Paralleling Switchgear Submittal Review & Approval	10	21-May-25	04-Jun-25																									
A12950	Paralleling Switchgear Procurement	250	05-Jun-25	28-May-26																									
ATS		400	09-Apr-25	02-Nov-26																									
A38570	ATS Shop Drawing Submittals	30	09-Apr-25	20-May-25																									
A38580	ATS Submittal Review & Approval	10	21-May-25	04-Jun-25																									
A38590	ATS Procurement	360	05-Jun-25	02-Nov-26																									
Load Bank Pad Mount Quick Connect Panel		580	09-Apr-25	19-Jul-27																									
L72960	Load Bank Quick Connect Shop Drawing Submittals	30	09-Apr-25	20-May-25																									

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L72970	Load Bank Quick Connect Submittal Review & Approval	10	21-May-25	04-Jun-25																									
L72980	Load Bank Quick Connect Procurement	540	05-Jun-25	19-Jul-27																									
Electrical Switchgear		350	09-Apr-25	21-Aug-26																									
MV Switches		235	09-Apr-25	11-Mar-26																									
L72990	MV Switches Shop Drawing Submittals	50	09-Apr-25	18-Jun-25																									
L73000	MV Switches Submittal Review & Approval	10	19-Jun-25	02-Jul-25																									
L73010	MV Switches Procurement	175	03-Jul-25	11-Mar-26																									
Power Transformers		180	09-Apr-25	22-Dec-25																									
A38600	Power Transformers Switchgear Shop Drawing Submittals	20	09-Apr-25	06-May-25																									
A38610	Power Transformers Submittal Review & Approval	10	07-May-25	20-May-25																									
A38620	Power Transformers Procurement	150	21-May-25	22-Dec-25																									
Low Voltage Switchgear		350	09-Apr-25	21-Aug-26																									
A38630	Low Voltage Switchgear Shop Drawing Submittals	60	09-Apr-25	02-Jul-25																									
A38640	Low Voltage Switchgear Submittal Review & Approval	10	03-Jul-25	17-Jul-25																									
A38650	Low Voltage Switchgear Procurement	280	18-Jul-25	21-Aug-26																									
Misc. Procurement Items		260	09-Apr-25	15-Apr-26																									
L73040	Switchboards Procurement	250	09-Apr-25	01-Apr-26																									
L73060	Panelboard Procurement	120	09-Apr-25	26-Sep-25																									
L73070	Transformer Procurement	30	09-Apr-25	20-May-25																									
L73080	Safety Switches Procurement	20	09-Apr-25	06-May-25																									
L73090	Busway Procurement	260	09-Apr-25	15-Apr-26																									
BIM Coordination		425	18-Oct-24 A	20-Apr-26																									
Core and Shell		425	18-Oct-24 A	16-Mar-26																									
Milestones		425	18-Oct-24 A	16-Mar-26																									
BIM.100	Core & Shell BIM Mobilization & Kick Off	0	18-Oct-24 A	16-Mar-26																									
BIM.LL.160	Core & Shell BIM Coordination	424	18-Oct-24 A	16-Mar-26																									
BIM.LL.190	100% LL Underground Area Coordination	0		14-Feb-25																									
BIM.LL.850	100% L1 Area Coordination	0		09-Jun-25																									
North of Line G Lvl 2-8		180	30-Jun-25	16-Mar-26																									
BIM.LL.300	100% L2 Area Coordination	0		30-Jun-25																									
BIM.LL.310	100% L3 Area Coordination	0		12-Aug-25																									
BIM.200	100% L4 Area Coordination	0		24-Sep-25																									
BIM.LL.320	100% L5 Area Coordination	0		05-Nov-25																									
BIM.LL.330	100% L6 Area Coordination	0		18-Dec-25																									
BIM.LL.340	100% L7 Area Coordination	0		02-Feb-26																									
BIM.LL.350	100% L8 PH and Roof Area Coordination	0		16-Mar-26																									
South of Line G Lvl 2-8		180	30-Jun-25	16-Mar-26																									
BIM.LL.720	100% L2 Area Coordination	0		30-Jun-25																									
BIM.LL.730	100% L3 Area Coordination	0		12-Aug-25																									
BIM.610	100% L4 Area Coordination	0		24-Sep-25																									
BIM.LL.740	100% L5 Area Coordination	0		05-Nov-25																									
BIM.LL.750	100% L6 Area Coordination	0		18-Dec-25																									
BIM.LL.760	100% L7 Area Coordination	0		02-Feb-26																									
BIM.LL.770	100% L8 PH and Roof Area Coordination	0		16-Mar-26																									
Core and Shell MEP Shop Drawing Preparation / Populate Models		52	21-Oct-24 A	24-Jan-25 A																									
LL and L1		24	21-Oct-24 A	13-Dec-24 A																									
BIM.110	Populate BIM Model MEP LL & Underground	15	21-Oct-24 A	06-Nov-24 A																									

█ Remaining Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
BIM.120	Populate BIM Model MEP L1	10	02-Dec-24 A	13-Dec-24 A	Populate BIM Model MEP L1																								
North of G Line Lvl 2-8		28	16-Dec-24 A	24-Jan-25 A																									
BIM.130	Populate BIM Model MEP L2	10	16-Dec-24 A	30-Dec-24 A	Populate BIM Model MEP L2																								
BIM.140	Populate BIM Model MEP L3	10	16-Dec-24 A	30-Dec-24 A	Populate BIM Model MEP L3																								
BIM.150	Populate BIM Model MEP L4	10	31-Dec-24 A	14-Jan-25 A	Populate BIM Model MEP L4																								
BIM.160	Populate BIM Model MEP L5	10	31-Dec-24 A	14-Jan-25 A	Populate BIM Model MEP L5																								
BIM.170	Populate BIM Model MEP L6	10	06-Jan-25 A	17-Jan-25 A	Populate BIM Model MEP L6																								
BIM.180	Populate BIM Model MEP L7	10	06-Jan-25 A	17-Jan-25 A	Populate BIM Model MEP L7																								
BIM.190	Populate BIM Model MEP L8 Penthouse & Roof	10	13-Jan-25 A	24-Jan-25 A	Populate BIM Model MEP L8 Penthouse & Roof																								
South of G Line Lvl 2-8		28	16-Dec-24 A	24-Jan-25 A																									
BIM.620	Populate BIM Model MEP L2	10	16-Dec-24 A	30-Dec-24 A	Populate BIM Model MEP L2																								
BIM.630	Populate BIM Model MEP L3	10	16-Dec-24 A	30-Dec-24 A	Populate BIM Model MEP L3																								
BIM.640	Populate BIM Model MEP L4	10	30-Dec-24 A	13-Jan-25 A	Populate BIM Model MEP L4																								
BIM.650	Populate BIM Model MEP L5	10	30-Dec-24 A	13-Jan-25 A	Populate BIM Model MEP L5																								
BIM.660	Populate BIM Model MEP L6	10	06-Jan-25 A	17-Jan-25 A	Populate BIM Model MEP L6																								
BIM.670	Populate BIM Model MEP L7	10	06-Jan-25 A	17-Jan-25 A	Populate BIM Model MEP L7																								
BIM.680	Populate BIM Model MEP L8 Penthouse & Roof	10	13-Jan-25 A	24-Jan-25 A	Populate BIM Model MEP L8 Penthouse & Roof																								
Core and Shell BIM Coordination / Clash Resolution		324	07-Nov-24 A	16-Feb-26																									
LL and L1		114	07-Nov-24 A	18-Apr-25																									
BIM.LL.111	BIM Coord. LL Under Slab	40	07-Nov-24 A	31-Jan-25	BIM Coord. LL Under Slab																								
BIM.LL.121	LL BIM Coordination	30	20-Jan-25 A	14-Mar-25	LL BIM Coordination																								
BIM.LL.100	L1 BIM Coordination	30	10-Mar-25	18-Apr-25	L1 BIM Coordination																								
North		210	21-Apr-25	16-Feb-26																									
BIM.LL.110	L2 BIM Coordination - North	30	21-Apr-25	02-Jun-25	L2 BIM Coordination - North																								
BIM.LL.120	L3 BIM Coordination - North	30	03-Jun-25	15-Jul-25	L3 BIM Coordination - North																								
BIM.LL.130	L4 BIM Coordination - North	30	16-Jul-25	26-Aug-25	L4 BIM Coordination - North																								
BIM.LL.140	L5 BIM Coordination - North	30	27-Aug-25	08-Oct-25	L5 BIM Coordination - North																								
BIM.LL.150	L6 BIM Coordination - North	30	09-Oct-25	19-Nov-25	L6 BIM Coordination - North																								
BIM.LL.200	L7 BIM Coordination - North	30	20-Nov-25	05-Jan-26	L7 BIM Coordination - North																								
BIM.LL.210	L8 Penthouse & Roof BIM Coordination - North	30	06-Jan-26	16-Feb-26	L8 Penthouse & Roof BIM Coordination - North																								
South		210	21-Apr-25	16-Feb-26																									
BIM.LL.360	L2 BIM Coordination - South	30	21-Apr-25	02-Jun-25	L2 BIM Coordination - South																								
BIM.LL.370	L3 BIM Coordination - South	30	03-Jun-25	15-Jul-25	L3 BIM Coordination - South																								
BIM.LL.380	L4 BIM Coordination - South	30	16-Jul-25	26-Aug-25	L4 BIM Coordination - South																								
BIM.LL.390	L5 BIM Coordination - South	30	27-Aug-25	08-Oct-25	L5 BIM Coordination - South																								
BIM.LL.400	L6 BIM Coordination - South	30	09-Oct-25	19-Nov-25	L6 BIM Coordination - South																								
BIM.LL.410	L7 BIM Coordination - South	30	20-Nov-25	05-Jan-26	L7 BIM Coordination - South																								
BIM.LL.690	L8 Penthouse & Roof BIM Coordination - South	30	06-Jan-26	16-Feb-26	L8 Penthouse & Roof BIM Coordination - South																								
Core and Shell Shop Drawings for Construction / Fab & Deliver Materials		285	03-Feb-25	16-Mar-26																									
LL and L1		90	03-Feb-25	09-Jun-25																									
BIM.LL.170	Issue LL Underground Rough-In Shop Dwgs	10	03-Feb-25	14-Feb-25	Issue LL Underground Rough-In Shop Dwgs																								
BIM.LL.220	Issue LL & L1 Rough-In Shop Drawings	35	21-Apr-25	09-Jun-25	Issue LL & L1 Rough-In Shop Drawings																								
North L2-L8		200	03-Jun-25	16-Mar-26																									
BIM.LL.230	Issue L2 Rough-In Shop Drawings	20	03-Jun-25	30-Jun-25	Issue L2 Rough-In Shop Drawings																								
BIM.LL.240	Issue L3 Rough-In Shop Drawings	20	16-Jul-25	12-Aug-25	Issue L3 Rough-In Shop Drawings																								
BIM.LL.250	Issue L4 Rough-In Shop Drawings	20	27-Aug-25	24-Sep-25	Issue L4 Rough-In Shop Drawings																								

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Phase 2 Utilities		185	10-Jun-24 A	28-Feb-25																									
A29680	Disconnect/Salvage Parking Pay Stations	2	10-Jun-24 A	10-Jun-24 A																									
A29630	Install New UK Power Duct Bank	60	28-Jun-24 A	06-Nov-24 A	K Power Duct Bank																								
A29640	Install New UK Tel-Com Duct Bank	60	28-Jun-24 A	04-Nov-24 A	K Tel-Com Duct Bank																								
A13840	Reroute Storm & Sewer	15	22-Aug-24 A	30-Aug-24 A																									
A13910	Demo Existing Storm & Sewer	15	09-Sep-24 A	13-Sep-24 A	wer																								
A13890	KU Install New & Demo OH Distribution Lines at University Ave.	24	23-Sep-24 A	11-Nov-24 A	w & Demo OH Distribution Lines at University Ave.																								
A13930	Low Voltage on new OH Distribution lines on Elizabeth st.	5	14-Oct-24 A	27-Dec-24 A	w Voltage on new OH Distribution lines on Elizabeth st.																								
A13830	Tie to 12kv Duct Bank	15	27-Jan-25	14-Feb-25	█ Tie to 12kv Duct Bank																								
A13920	Demo OH Distribution Lines at Elizabeth St.	5	27-Jan-25	31-Jan-25	█ Demo OH Distribution Lines at Elizabeth St.																								
A13870	KU Pull & Terminate 12kv Feeders	10	17-Feb-25	28-Feb-25	█ KU Pull & Terminate 12kv Feeders																								
Mass Excavation		85	17-Jul-24 A	04-Dec-24 A																									
A13500	Mass Excavate Cancer Bldg. Foundation Footprint	40	17-Jul-24 A	09-Sep-24 A	g. Foundation Footprint																								
A13790	Rock Removal (if Required)	15	02-Sep-24 A	23-Sep-24 A	ed)																								
A13480	Install Filter Fabric and Stone base for laydown and Asphalt	6	16-Sep-24 A	14-Nov-24 A	Fabric and Stone base for laydown and Asphalt																								
A13800	Install Temporary Shoring/ERS	20	18-Sep-24 A	03-Oct-24 A	ring/ERS																								
A13850	Building Pad North of F Line Set to Grade for Starting Foundations	0		20-Sep-24 A	line Set to Grade for Starting Foundations																								
A13810	Building Pad South of F Line Set to Grade for Pier Drilling	0		28-Oct-24 A	uth of F Line Set to Grade for Pier Drilling																								
A13510	Mass Excavate at KU University St Poles	7	12-Nov-24 A	15-Nov-24 A	ate at KU University St Poles																								
A13490	Pave Haul Roads & South of CC	7	25-Nov-24 A	04-Dec-24 A	aul Roads & South of CC																								
Waller St.		130	01-Apr-26	02-Oct-26																									
S5190	Install Road Closure Measures Waller St	5	01-Apr-26	07-Apr-26	█ Install Road Closure Measures Waller St																								
S5220	Start Waller St. Work	0	01-Apr-26*		◆ Start Waller St. Work																								
S5200	Existing Pavement/Hardscape Demo - Waller St.	15	08-Apr-26	28-Apr-26	█ Existing Pavement/Hardscape Demo - Waller St.																								
S5210	Install New Storm Utilities - Waller St.	15	29-Apr-26	19-May-26	█ Install New Storm Utilities - Waller St.																								
S5230	Install Road Base & Cut to Final Grade - Waller St.	30	20-May-26	01-Jul-26	█ Install Road Base & Cut to Final Grade - Waller St.																								
S5240	FRP Curb & Gutter - Waller St.	15	02-Jul-26	23-Jul-26	█ FRP Curb & Gutter - Waller St.																								
P2020	Asphalt Pave Binder Coat - Waller St.	2	24-Jul-26	27-Jul-26	█ Asphalt Pave Binder Coat - Waller St.																								
S5250	FRP & Strip Sidewalks - Waller St.	40	28-Jul-26	22-Sep-26	█ FRP & Strip Sidewalks - Waller St.																								
S5260	Final ASPHALT PAVING - Waller St.	2	23-Sep-26	24-Sep-26	█ Final ASPHALT PAVING - Waller St.																								
S5270	Road Striping - Waller St.	1	25-Sep-26	25-Sep-26	█ Road Striping - Waller St.																								
S5290	Punch Out & Corrections - Waller St.	3	28-Sep-26	30-Sep-26	█ Punch Out & Corrections - Waller St.																								
S5300	Final Inspections - Waller St.	2	01-Oct-26	02-Oct-26	█ Final Inspections - Waller St.																								
Elizabeth St.		505	10-Oct-24 A	03-Nov-26																									
S3030	Install New Storm Utilities - East Side	20	10-Oct-24 A	19-Feb-25	█ Install New Storm Utilities - East Side																								
S5070	Target End of 2024 Paving Season (18-Nov-24)	0		18-Nov-24 A	of 2024 Paving Season (18-Nov-24)																								
S3040	KU Relocate Existing Guy Wire & Guy Pole	10	09-Dec-24 A	07-Feb-25	█ KU Relocate Existing Guy Wire & Guy Pole																								
S5470	KU Remove Existing Poles & Relocate LV (Remaining)	18	09-Dec-24 A	06-Feb-25	█ KU Remove Existing Poles & Relocate LV (Remaining)																								
S5000	Install New Storm Utilities - West Side	32	17-Dec-24 A	10-Feb-25	█ Install New Storm Utilities - West Side																								
S2500	Demo Elizabeth St. Pavement	10	20-Feb-25	05-Mar-25	█ Demo Elizabeth St. Pavement																								
S2035	Proof Roll	1	05-Mar-25	05-Mar-25	█ Proof Roll																								
S5010	Install Road Base & Cut to Final Grade	10	06-Mar-25	19-Mar-25	█ Install Road Base & Cut to Final Grade																								
S5080	FRP Curb & Gutter	15	20-Mar-25	09-Apr-25	█ FRP Curb & Gutter																								
S1010	Asphalt Pave Binder Coat	10	10-Apr-25	23-Apr-25	█ Asphalt Pave Binder Coat																								

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
S5100	Elizabeth St. Open Under Temp. Conditions	0		23-Apr-25	◆ Elizabeth St. Open Under Temp. Conditions																								
S5420	Remove Garage Tower Cranes	0		03-Aug-26*	◆ Remove Garage Tower Cranes																								
S5020	FRP & Strip Sidewalks	40	04-Aug-26	29-Sep-26	FRP & Strip Sidewalks																								
S5400	Final ASPHALT PAVING - Elizabeth St.	2	30-Sep-26	01-Oct-26	Final ASPHALT PAVING - Elizabeth St.																								
S5150	Install New Traffic Signal at Eliz. St. & Waller St.	5	30-Sep-26	06-Oct-26	Install New Traffic Signal at Eliz. St. & Waller St.																								
S5430	Road Striping - Elizabeth St.	1	02-Oct-26	02-Oct-26	Road Striping - Elizabeth St.																								
S5440	Punch Out & Corrections - Elizabeth St.	3	05-Oct-26	07-Oct-26	Punch Out & Corrections - Elizabeth St.																								
S5110	Landscape Restoration at Elizabeth St.	20	07-Oct-26	03-Nov-26	Landscape Restoration at Elizabeth St.																								
S5450	Final Inspections - Elizabeth St.	2	08-Oct-26	09-Oct-26	Final Inspections - Elizabeth St.																								
PS8 Connector		482	09-Dec-24 A	29-Oct-26																									
S13360	PS 8 Work Complete for Ready Tie-in work to proceed (Act. 555- Site West Clearing/Concrete)	0		09-Dec-24 A	Work Complete for Ready Tie-in work to proceed (Act. 555- Site West Clearing/Concrete)																								
S5130	Install Road Base & Cut to Final Grade at PS 8 Tie-In	20	06-Mar-25	02-Apr-25	Install Road Base & Cut to Final Grade at PS 8 Tie-In																								
S5060	Spring 2025 Paving Season	0	01-Apr-25*		◆ Spring 2025 Paving Season																								
S5140	FRP Curb & Gutter at PS 8 Tie-In	5	03-Apr-25	09-Apr-25	FRP Curb & Gutter at PS 8 Tie-In																								
S5030	Final ASPHALT PAVING at Elizabeth St. & PS 8 Tie-In	15	10-Apr-25	30-Apr-25	Final ASPHALT PAVING at Elizabeth St. & PS 8 Tie-In																								
S5160	FRP Sidewalks at PS 8 Tie-In	5	10-Apr-25	16-Apr-25	FRP Sidewalks at PS 8 Tie-In																								
S5040	STRIPING at Elizabeth St. & PS 8 Tie-In	5	01-May-25	07-May-25	STRIPING at Elizabeth St. & PS 8 Tie-In																								
S5120	Top Soil & Seeding at Elizabeth St. & PS 8 Tie-In	15	01-May-25	21-May-25	Top Soil & Seeding at Elizabeth St. & PS 8 Tie-In																								
S5170	Punch Out & Corrections Elizabeth St. & PS 8 Tie-In	3	07-Oct-26	09-Oct-26	Punch Out & Corrections Elizabeth St. & PS 8 Tie-In																								
S5180	Final Commissioning & Inspections	14	12-Oct-26	29-Oct-26	Final Commissioning & Inspections																								
Duct Bank Installation		124	20-Aug-24 A	14-Feb-25																									
A29650	Install New UK Tel-Com Duct Bank	30	20-Aug-24 A	25-Nov-24 A	Install New UK Tel-Com Duct Bank																								
A29740	Install Duct Bank at Elizabeth Street (West Side to University OH)	14	30-Aug-24 A	25-Sep-24 A	Install Duct Bank at Elizabeth Street (West Side to University OH)																								
S3000	KU Install New DUCT BANK South of State St. (Owner Scope)	75	03-Sep-24 A	14-Feb-25	KU Install New DUCT BANK South of State St. (Owner Scope)																								
A34290	Install Power Vault 911-5 & Duct Banks at Elizabeth Street (East Side)	15	23-Sep-24 A	11-Oct-24 A	Install Power Vault 911-5 & Duct Banks at Elizabeth Street (East Side)																								
A34300	Install Comm Vault U180-5 & Duct Banks at Elizabeth Street (East Side)	15	23-Sep-24 A	18-Oct-24 A	Install Comm Vault U180-5 & Duct Banks at Elizabeth Street (East Side)																								
A34310	Install UP Duct Bank at Elizabeth Street Crossing Vault 911-5	5	14-Oct-24 A	24-Oct-24 A	Install UP Duct Bank at Elizabeth Street Crossing Vault 911-5																								
A29750	Install UC Duct Bank at Elizabeth Street Crossing Vault U180-5	5	21-Oct-24 A	31-Oct-24 A	Install UC Duct Bank at Elizabeth Street Crossing Vault U180-5																								
A29770	Install Duct Bank at Elizabeth Street (West Side South of State St.)	10	28-Oct-24 A	08-Nov-24 A	Install Duct Bank at Elizabeth Street (West Side South of State St.)																								
A34320	Install Comm/Power Vault U180-6 & Duct Banks at Elizabeth Street (West Side)	7	01-Nov-24 A	11-Nov-24 A	Install Comm/Power Vault U180-6 & Duct Banks at Elizabeth Street (West Side)																								
A29780	Install U12 Duct Bank at Limestone St.	20	07-Nov-24 A	27-Jan-25	Install U12 Duct Bank at Limestone St.																								
A29760	Install Comm/Power Vault U180-4 & Duct Banks at Elizabeth Street (East Side)	10	25-Nov-24 A	09-Dec-24 A	Install Comm/Power Vault U180-4 & Duct Banks at Elizabeth Street (East Side)																								
A34330	Extend UC Duct Bank to PS8 Pull Box (Across Elizabeth St.)	9	25-Nov-24 A	06-Dec-24 A	Extend UC Duct Bank to PS8 Pull Box (Across Elizabeth St.)																								
A29730	Install Duct Bank UT/U12 Southwest Waller Crossing	15	02-Dec-24 A	14-Feb-25	Install Duct Bank UT/U12 Southwest Waller Crossing																								
S5460	Extend UC Ductbank from Messner Fence	5	05-Dec-24 A	11-Dec-24 A	Extend UC Ductbank from Messner Fence																								
A39200	Install Duct Bank UC/UP Across Gate 2 Entrance	5	11-Dec-24 A	17-Dec-24 A	Install Duct Bank UC/UP Across Gate 2 Entrance																								
A29790	Tie U12 Duct Bank into Existing Vault at Limestone St	1	27-Jan-25	27-Jan-25	Tie U12 Duct Bank into Existing Vault at Limestone St																								
THERMAL DISTRIBUTION WORK		189	15-Jul-26	09-Apr-27																									
A12850	STEAM CONNECTION TO PAVAA	5	15-Jul-26*	21-Jul-26	STEAM CONNECTION TO PAVAA																								

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A12860	CHILLED WATER CONNECTION TO PAVA	5	05-Apr-27*	09-Apr-27																									
CANCER CENTER & AMBULATORY SURGERY CENTER		848	10-Jun-24 A	20-Oct-27																									
A7910	Begin Drill Piers	0	25-Sep-24 A																										
A7615	Begin Elevated Deck Pours	0	05-Jun-25																										
A4623	Top Out Elevated Deck Pours	0	13-Oct-25																										
L1.E.N40	Begin Building Enclosure	0	13-Oct-25																										
Summary		818	17-Jul-24 A	20-Oct-27																									
A7420	ERS & Excavation	45	17-Jul-24 A	28-Oct-24 A																									
A7450	Foundations	73	25-Sep-24 A	14-Jul-26																									
A7570	Elevated Pan Deck Placement	250	05-Jun-25	28-May-26																									
M5020	Perimeter Exterior Enclosure	424	05-Aug-25	02-Apr-27																									
M5000	Structural Steel Framing & Decking	197	07-Aug-25	14-May-26																									
M5010	Roof Installations	0	19-Aug-26	19-Aug-26																									
L3.990	Entire Floor Complete - Level 3	0		09-Jul-27																									
L8.990	Entire Floor Complete - Level 8	0		13-Jul-27																									
L2.990	Entire Floor Complete - Level 2	0		19-Aug-27																									
L4.990	Entire Floor Complete - Level 4	0		19-Aug-27																									
L5.990	Entire Floor Complete - Level 5	0		26-Aug-27																									
L7.990	Entire Floor Complete - Level 7	0		29-Sep-27																									
L6.990	Entire Floor Complete - Level 6	0		01-Oct-27																									
LL.990	Entire Floor Complete - Lower Level	0		05-Oct-27																									
L1.990	Entire Floor Complete - Level 1	0		20-Oct-27																									
Tower Cranes and Hoists		562	18-Nov-24 A	02-Feb-27																									
Tower Cranes		560	18-Nov-24 A	29-Jan-27																									
North Tower Crane		386	09-Dec-24 A	12-Jun-26																									
A38990	Excavate North Tower Crane to grade	3	09-Dec-24 A	11-Dec-24 A																									
A38000	Drill Piers North Tower Crane	5	12-Dec-24 A	17-Dec-24 A																									
A7880	Excavate North Tower Crane to Fnd.	3	18-Dec-24 A	13-Jan-25 A																									
A39960	Power to North Tower Crane	20	23-Dec-24 A	05-Feb-25																									
A7530	FRP North Tower Crane Foundations	15	14-Jan-25 A	30-Jan-25																									
A40000	Cure North Tower Crane Foundations	7	31-Jan-25	06-Feb-25																									
A7590	Erect North Tower Crane	3	11-Feb-25	13-Feb-25																									
A7700	North Tower Crane Operational	0	14-Feb-25																										
A7900	North Tower Crane In Use	484	14-Feb-25	12-Jun-26																									
South Tower Crane		560	18-Nov-24 A	29-Jan-27																									
A38980	Excavate South Tower Crane to Grade	5	18-Nov-24 A	06-Dec-24 A																									
A7560	Drill Piers South Tower Crane	10	09-Dec-24 A	19-Dec-24 A																									
A7940	Power to South Tower Crane	14	09-Dec-24 A	03-Feb-25																									
A7890	Excavate South Tower Crane to Fnd.	6	20-Dec-24 A	14-Jan-25 A																									
A38010	FRP South Tower Crane Foundations	12	15-Jan-25 A	30-Jan-25																									
A40010	Cure South Tower Crane Foundations	7	31-Jan-25	06-Feb-25																									
A7610	Erect South Tower Crane	2	07-Feb-25	10-Feb-25																									
A7870	South Tower Crane Operational	0	11-Feb-25																										
A7950	South Tower Crane In Use	718	11-Feb-25	29-Jan-27																									
Buck Hoists		509	04-Feb-25	02-Feb-27																									
STRUCTURAL		734	10-Jun-24 A	10-May-27																									

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Below Grade Earthwork and Concrete		279	10-Jun-24 A	28-Jul-25																									
A7410	Site Survey/Layout	10	10-Jun-24 A	14-Jun-24 A																									
A7510	Install access ramp on SE corner of project	2	08-Oct-24 A	11-Oct-24 A	on SE corner of project																								
Drilled Piers		125	25-Sep-24 A	21-Mar-25																									
A7600	Drilled Piers Area C (West of CL 14)	20	25-Sep-24 A	28-Jan-25	■ Drilled Piers Area C (West of CL 14)																								
A39000	Drilled Piers Interior Foundations Area C (East of CL 14)	4	15-Oct-24 A	28-Jan-25	■ Drilled Piers Interior Foundations Area C (East of CL 14)																								
A39990	Drilled Piers South Grade Beams (CL A)	12	28-Oct-24 A	23-Dec-24 A	■ Drilled Piers South Grade Beams (CL A)																								
A7470	Drilled Piers South of Linac Vaults (CL B-D)	12	01-Nov-24 A	27-Jan-25	■ Drilled Piers South of Linac Vaults (CL B-D)																								
A7540	Drilled Piers at West Grade Beams (CL E-J)	22	11-Nov-24 A	31-Jan-25	■ Drilled Piers at West Grade Beams (CL E-J)																								
A7670	Drilled Piers at East Grade Beams (CL E-J) (Hayes)	18	30-Dec-24 A	06-Feb-25	■ Drilled Piers at East Grade Beams (CL E-J) (Hayes)																								
A8000	Hayes Supplemental Work	35	30-Dec-24 A	17-Feb-25	■ Hayes Supplemental Work																								
A7460	Drilled Piers at Isolated Pier Caps (CL E-J, 1-4) (Hayes)	15	02-Jan-25 A	17-Feb-25	■ Drilled Piers at Isolated Pier Caps (CL E-J, 1-4) (Hayes)																								
A7920	Drilled Piers at North Grade Beams (CL L-R)	14	03-Feb-25	20-Feb-25	■ Drilled Piers at North Grade Beams (CL L-R)																								
A40020	Drilled Piers at Isolated Pier Caps (CL E-J, 4-8)	15	10-Feb-25	28-Feb-25	■ Drilled Piers at Isolated Pier Caps (CL E-J, 4-8)																								
A39170	Drilled Piers at Isolated Pier Caps (CL L-R)	10	03-Mar-25	14-Mar-25	■ Drilled Piers at Isolated Pier Caps (CL L-R)																								
A7930	Demobilize Drilled Piers	5	17-Mar-25	21-Mar-25	■ Demobilize Drilled Piers																								
Structural Excavation		73	09-Dec-24 A	21-Mar-25																									
A39210	Mobilize Structural Concrete Subcontractor	2	09-Dec-24 A	10-Dec-24 A	■ Mobilize Structural Concrete Subcontractor																								
A39050	Structural Excavation for Grade Beams/Pier Caps Area C (West of CL 14)	5	11-Dec-24 A	29-Jan-25	■ Structural Excavation for Grade Beams/Pier Caps Area C (West of CL 14)																								
A39040	Structural Excavation for East Grade Beams/Pier Caps (CL E-J)	5	17-Jan-25 A	06-Feb-25	■ Structural Excavation for East Grade Beams/Pier Caps (CL E-J)																								
A39980	Structural Excavation for South Grade Beams (CL A)	5	17-Jan-25 A	27-Jan-25	■ Structural Excavation for South Grade Beams (CL A)																								
A7520	Structural Excavation for South Grade Beams/Pier Caps (CL B-D)	5	28-Jan-25	03-Feb-25	■ Structural Excavation for South Grade Beams/Pier Caps (CL B-D)																								
A40140	Structural Excavation for Grade Beams/Pier Caps Area C (East of CL 14)	5	29-Jan-25	04-Feb-25	■ Structural Excavation for Grade Beams/Pier Caps Area C (East of CL 14)																								
A39090	Structural Excavation for West Grade Beams/Pier Caps (CL E-J)	5	04-Feb-25	10-Feb-25	■ Structural Excavation for West Grade Beams/Pier Caps (CL E-J)																								
A7550	Structural Excavation for North Grade Beams / Pier Caps (CL L-R)	5	21-Feb-25	27-Feb-25	■ Structural Excavation for North Grade Beams / Pier Caps (CL L-R)																								
A39180	Structural Excavation for Isolated Pier Caps (CL E-J)	5	03-Mar-25	07-Mar-25	■ Structural Excavation for Isolated Pier Caps (CL E-J)																								
A39190	Structural Excavation for Isolated Pier Caps (CL L-R)	5	17-Mar-25	21-Mar-25	■ Structural Excavation for Isolated Pier Caps (CL L-R)																								
Grade Beams		39	20-Jan-25 A	13-Mar-25																									
A7490	FRP Grade Beams / Pier Caps South (CL A-D)	8	20-Jan-25 A	14-Feb-25	■ FRP Grade Beams / Pier Caps South (CL A-D)																								
A39060	FRP Grade Beams / Pier Caps Area C	10	05-Feb-25	18-Feb-25	■ FRP Grade Beams / Pier Caps Area C																								
A39080	FRP Grade Beams / Pier Caps East (CL E-J)	10	17-Feb-25	28-Feb-25	■ FRP Grade Beams / Pier Caps East (CL E-J)																								
A39100	FRP Grade Beams / Pier Caps West (CL E-J)	10	17-Feb-25	28-Feb-25	■ FRP Grade Beams / Pier Caps West (CL E-J)																								
A7480	FRP Grade Beams / Pier Caps North (CL L-R)	10	28-Feb-25	13-Mar-25	■ FRP Grade Beams / Pier Caps North (CL L-R)																								
Foundation Walls		75	12-Feb-25	28-May-25																									
A39070	FRP Foundation Walls & Isolated Pier Caps Area C	15	12-Feb-25	04-Mar-25	■ FRP Foundation Walls & Isolated Pier Caps Area C																								
A7500	FRP Foundation Walls & Isolated Pier Caps South (CL A-D)	36	17-Feb-25	07-Apr-25	■ FRP Foundation Walls & Isolated Pier Caps South (CL A-D)																								
A38960	FRP Foundation Walls & Isolated Pier Caps West (CL E-J)	40	05-Mar-25	29-Apr-25	■ FRP Foundation Walls & Isolated Pier Caps West (CL E-J)																								
A39160	FRP Foundation Walls & Isolated Pier Caps East (CL E-J)	36	08-Apr-25	28-May-25	■ FRP Foundation Walls & Isolated Pier Caps East (CL E-J)																								
A38970	FRP Foundation Walls & Isolated Pier Caps North (CL L-R)	20	30-Apr-25	28-May-25	■ FRP Foundation Walls & Isolated Pier Caps North (CL L-R)																								
Columns		70	26-Feb-25	04-Jun-25																									
A39110	FRP Columns Area C	10	26-Feb-25	11-Mar-25	■ FRP Columns Area C																								

■ Remaining Level of Effort
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 ■ Critical Remaining Work
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 ■ Remaining Work
 ◆ ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
A39130	FRP Columns South (CL A-D)	15	25-Mar-25	14-Apr-25				■																		FRP Columns South (CL A-D)			
A39150	FRP Columns East (CL E-J)	15	16-Apr-25	06-May-25				■																		FRP Columns East (CL E-J)			
A39120	FRP Columns West (CL E-J)	15	30-Apr-25	20-May-25				■																		FRP Columns West (CL E-J)			
A39140	FRP Columns North (L-R)	20	07-May-25	04-Jun-25				■																		FRP Columns North (L-R)			
Pedestrian Bridge Foundations		45	12-May-25	15-Jul-25																									
BR.110	Drilled Piers for Pedestrian Bridge	15	12-May-25*	02-Jun-25				■																		Drilled Piers for Pedestrian Bridge			
BR.130	Pier Caps for Pedestrian Bridge	5	03-Jun-25	09-Jun-25				■																		Pier Caps for Pedestrian Bridge			
BR.120	FRP Grade Beams for Pedestrian Bridge	10	10-Jun-25	23-Jun-25				■																		FRP Grade Beams for Pedestrian Bridge			
A38890	Set Base Plates	5	24-Jun-25	30-Jun-25				■																		Set Base Plates			
BR.140	Set Steel Column for Pedestrian Bridge	5	01-Jul-25	08-Jul-25				■																		Set Steel Column for Pedestrian Bridge			
BR.150	Grout Base Plate for Pedestrian Bridge	5	09-Jul-25	15-Jul-25				■																		Grout Base Plate for Pedestrian Bridge			
North Vault		176	08-Nov-24 A	19-Jul-25																									
A36990	Drilled Piers - North Linac Vault	13	08-Nov-24 A	11-Feb-25	■																					Drilled Piers - North Linac Vault			
A37020	Excavate Footings & Install Mud Mat - North Linac Vault	3	12-Feb-25	14-Feb-25	■																					Excavate Footings & Install Mud Mat - North Linac Vault			
A37010	FRP Pier Caps & Footings - North Linac Vault	10	17-Feb-25	28-Feb-25	■																					FRP Pier Caps & Footings - North Linac Vault			
A37060	FRP Foundations Walls - North Linac Vault	35	03-Mar-25	18-Apr-25				■																		FRP Foundations Walls - North Linac Vault			
A37090	Install SOG N Linac	10	21-Apr-25	02-May-25				■																		Install SOG N Linac			
A37070	Shoring - North Linac Vault	10	05-May-25	16-May-25				■																		Shoring - North Linac Vault			
A37080	FRP Linac Vault Lid - North Linac Vault Pour 1	6	19-May-25	27-May-25				■																		FRP Linac Vault Lid - North Linac Vault Pour 1			
A38020	FRP Linac Vault Lid - North Linac Vault Pour 2	6	28-May-25	04-Jun-25				■																		FRP Linac Vault Lid - North Linac Vault Pour 2			
A38060	Linac Vault Lid Cure Time- North Linac Vault	45	05-Jun-25	19-Jul-25				■																		Linac Vault Lid Cure Time- North Linac Vault			
South Vault		179	13-Nov-24 A	28-Jul-25																									
A37100	Drilled Piers - South Linac Vault	15	13-Nov-24 A	07-Feb-25	■																					Drilled Piers - South Linac Vault			
A37160	Excavate Footings & Install Mud Mat - South Linac Vault	5	10-Feb-25	14-Feb-25	■																					Excavate Footings & Install Mud Mat - South Linac Vault			
A37110	FRP Pier Caps & Footings - South Linac Vault	14	17-Feb-25	06-Mar-25	■																					FRP Pier Caps & Footings - South Linac Vault			
A37130	FRP Foundations Walls - South Linac Vault	35	07-Mar-25	24-Apr-25				■																		FRP Foundations Walls - South Linac Vault			
A37120	Install S Linac SOG	5	25-Apr-25	01-May-25				■																		Install S Linac SOG			
A37150	Shoring - South Linac Vault	12	02-May-25	19-May-25				■																		Shoring - South Linac Vault			
A37140	FRP Linac Vault Lid - South Linac Vault Pour 1	6	20-May-25	28-May-25				■																		FRP Linac Vault Lid - South Linac Vault Pour 1			
A38030	FRP Linac Vault Lid - South Vault Pour 2	6	29-May-25	05-Jun-25				■																		FRP Linac Vault Lid - South Vault Pour 2			
A38040	FRP Vault Lid - South Vault Pour 3	6	06-Jun-25	13-Jun-25				■																		FRP Vault Lid - South Vault Pour 3			
A38050	Vault Lid Cure Time- South Vault	45	14-Jun-25	28-Jul-25				■																		Vault Lid Cure Time- South Vault			
Level 0 Earthwork, MEP and Concrete		467	05-Mar-25	04-Jan-27																									
Earthwork and MEP		136	05-Mar-25	15-Sep-25																									
A7690	Waterproof Foundation Walls - West Side	20	29-May-25	25-Jun-25				■																		Waterproof Foundation Walls - West Side			
A7710	Waterproof Foundation Walls - East Side	20	26-Jun-25	24-Jul-25				■																		Waterproof Foundation Walls - East Side			
Backfill / Fine Grade		136	05-Mar-25	15-Sep-25																									
A7970	Backfill/Fine Grade Slab Area C	5	05-Mar-25	11-Mar-25	■																					Backfill/Fine Grade Slab Area C			
A7820	Backfill/Fine Grade Slab Area A South	5	08-Apr-25	14-Apr-25	■																					Backfill/Fine Grade Slab Area A South			
A7830	Backfill/Fine Grade Slab Area A North	7	29-May-25	06-Jun-25	■																					Backfill/Fine Grade Slab Area A North			
A7840	Backfill /Fine Grade Area B South	5	29-May-25	04-Jun-25	■																					Backfill /Fine Grade Area B South			
A7960	Backfill/Fine Grade Slab Area B North	4	29-May-25	03-Jun-25	■																					Backfill/Fine Grade Slab Area B North			
A7980	Backfill/Fine Grade Slab Area D	2	04-Jun-25	05-Jun-25	■																					Backfill/Fine Grade Slab Area D			
A7850	Backfill Foundation Walls - West Side	15	25-Aug-25	15-Sep-25				■																		Backfill Foundation Walls - West Side			
A7860	Backfill Foundation Walls - East Side	15	25-Aug-25	15-Sep-25				■																		Backfill Foundation Walls - East Side			

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L1.P4.10	F/R/P Elevated Pan Deck & Columns Lv1. Pour 4	8	10-Jul-25	21-Jul-25								■																	
L1.P4.20	Layout/Install MEP Penetrations: Lvl. 1, Pour 4	5	15-Jul-25	21-Jul-25								■																	
L1.P4.30	Strip Forms Lvl. 1, Pour 4	5	29-Jul-25	04-Aug-25								■																	
L1.P4.60	Reshore Lvl 1 Pour 4	5	29-Sep-25	03-Oct-25																									
Pour 5		96	22-Jul-25	04-Dec-25																									
L1.P5.10	F/R/P Elevated Pan Deck & Columns Lv1. Pour 5	8	22-Jul-25	31-Jul-25								■																	
L1.P5.20	Layout/Install MEP Penetrations: Lvl. 1, Pour 5	5	25-Jul-25	31-Jul-25								■																	
L1.P5.30	Strip Forms Lvl. 1, Pour 5	5	08-Aug-25	14-Aug-25								■																	
L1.P5.70	Reshore Lvl 1 Pour 5	5	28-Nov-25	04-Dec-25																									
Pour 6		96	01-Aug-25	16-Dec-25																									
L1.P6.10	F/R/P Elevated Pan Deck & Columns Lv1. Pour 6	8	01-Aug-25	12-Aug-25								■																	
L1.P6.20	Layout/Install MEP Penetrations: Lvl. 1, Pour 6	5	06-Aug-25	12-Aug-25								■																	
L1.P6.30	Strip Forms Lvl. 1, Pour 6	5	20-Aug-25	26-Aug-25								■																	
L1.P6.80	Reshore Lvl 1 Pour 6	5	10-Dec-25	16-Dec-25																									
Pour 7		88	13-Aug-25	16-Dec-25																									
L1.P7.10	F/R/P Elevated Pan Deck & Columns Lv1. Pour 7	8	13-Aug-25	22-Aug-25								■																	
L1.P7.20	Layout/Install MEP Penetrations: Lvl. 1, Pour 7	5	18-Aug-25	22-Aug-25								■																	
L1.P7.30	Strip Forms Lvl. 1, Pour 7	5	02-Sep-25	08-Sep-25								■																	
L1.P7.90	Reshore Lvl 1 Pour 7	5	10-Dec-25	16-Dec-25																									
Reshore		140	02-Jan-26	20-Jul-26																									
L1.R.10	Remove L2 Reshores & Clean L1 Floor: Area B - Pour 1	5	02-Jan-26	08-Jan-26																									
L1.R.20	Remove L2 Reshores & Clean L1 Floor: Area B - Pour 2	5	02-Jan-26	08-Jan-26																									
L1.R.50	Remove L2 Reshores & Clean L1 Floor: Area B - Pour 3	5	22-Apr-26	28-Apr-26																									
L1.R.30	Remove L2 Reshores & Clean L1 Floor: Area A - Pour 4	5	07-Jul-26	13-Jul-26																									
L1.R.60	Remove L2 Reshores & Clean L1 Floor: Area A - Pour 5	5	14-Jul-26	20-Jul-26																									
Level 2 Concrete		245	25-Aug-25	10-Aug-26																									
Pour 1		34	25-Aug-25	10-Oct-25																									
L2.P1.10	F/R/P Elevated Pan Deck & Columns Lv 2. Pour 1	8	25-Aug-25	04-Sep-25								■																	
L2.P1.20	Layout/Install MEP Penetrations: Lvl. 2, Pour 1	3	28-Aug-25	02-Sep-25								■																	
L2.P1.30	Strip Forms Lvl. 2, Pour 1	5	09-Sep-25	15-Sep-25								■																	
L2.P1.40	Reshore Lvl. 2 Pour 1	5	06-Oct-25	10-Oct-25																									
Pour 2		34	05-Sep-25	22-Oct-25																									
L2.P2.10	F/R/P Elevated Pan Deck & Columns Lv 2. Pour 2	8	05-Sep-25	16-Sep-25								■																	
L2.P2.20	Layout/Install MEP Penetrations: Lvl. 2, Pour 2	5	10-Sep-25	16-Sep-25								■																	
L2.P2.30	Strip Forms Lvl. 2, Pour 2	5	24-Sep-25	30-Sep-25								■																	
L2.P2.50	Reshore Lvl. 2 Pour 2	5	16-Oct-25	22-Oct-25																									
Pour 3		152	17-Sep-25	21-Apr-26																									
L2.P3.10	F/R/P Elevated Pan Deck & Columns Lv 2. Pour 3	8	17-Sep-25	26-Sep-25								■																	
L2.P3.20	Layout/Install MEP Penetrations: Lvl. 2, Pour 3	5	22-Sep-25	26-Sep-25								■																	
L2.P3.30	Strip Forms : Lvl. 2, Pour 3	5	06-Oct-25	10-Oct-25								■																	
L2.P3.60	Reshore Lvl. 2 Pour 3	5	15-Apr-26	21-Apr-26																									
Pour 4		121	24-Nov-25	14-May-26																									
L2.P4.10	F/R/P Elevated Pan Deck & Columns Lv 2. Pour 4	8	24-Nov-25	04-Dec-25																									
L2.P4.20	Layout/Install MEP Penetrations: Lvl. 2, Pour 4	5	28-Nov-25	04-Dec-25																									
L2.P4.30	Strip Forms Lvl. 2, Pour 4	5	12-Dec-25	18-Dec-25																									
L2.P4.70	Reshore Lvl. 2 Pour 4	5	08-May-26	14-May-26																									

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Pour 5					106	05-Dec-25	05-May-26																						
L2.P5.10	F/R/P Elevated Pan Deck & Columns Lvl 2. Pour 5	8	05-Dec-25	16-Dec-25																									
L2.P5.20	Layout/Install MEP Penetrations: Lvl. 2, Pour 5	5	10-Dec-25	16-Dec-25																									
L2.P5.30	Strip Forms Lvl. 2, Pour 5	5	24-Dec-25	31-Dec-25																									
L2.P5.80	Reshore Lvl. 2 Pour 5	5	29-Apr-26	05-May-26																									
Reshore					135	30-Jan-26	10-Aug-26																						
L2.R.10	Remove L3 Reshores & Clean L2 Floor: Area B - Pour 1	5	30-Jan-26	05-Feb-26																									
L2.R.20	Remove L3 Reshores & Clean L2 Floor: Area B - Pour 2	5	13-Feb-26	19-Feb-26																									
L2.R.50	Remove L3 Reshores & Clean L2 Floor: Area B - Pour 3	5	21-Jul-26	27-Jul-26																									
L2.R.30	Remove L3 Reshores & Clean L2 Floor: Area A - Pour 4	5	04-Aug-26	10-Aug-26																									
Level 3 Concrete					221	29-Sep-25	10-Aug-26																						
Pour 1					28	29-Sep-25	05-Nov-25																						
L3.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 3. Pour 1	10	29-Sep-25	10-Oct-25																									
L3.P1.20	Layout/Install MEP Penetrations: Lvl. 3, Pour 1	3	02-Oct-25	06-Oct-25																									
L3.P1.30	Strip Forms Lvl. 3, Pour 1	5	20-Oct-25	24-Oct-25																									
L3.P1.40	Reshore Lvl 3 Pour 1	5	30-Oct-25	05-Nov-25																									
Pour 2					28	13-Oct-25	19-Nov-25																						
L3.P2.10	F/R/P Elevated Pan Deck & Columns Lvl 3. Pour 2	10	13-Oct-25	24-Oct-25																									
L3.P2.20	Layout/Install MEP Penetrations: Lvl. 3, Pour 2	5	16-Oct-25	22-Oct-25																									
L3.P2.30	Strip Forms Lvl. 3, Pour 2	5	03-Nov-25	07-Nov-25																									
L3.P2.50	Reshore Lvl 3 Pour 2	5	13-Nov-25	19-Nov-25																									
Pour 3					28	10-Apr-26	19-May-26																						
L3.P3.10	F/R/P Elevated Pan Deck & Columns Lvl 3. Pour 3	10	10-Apr-26	23-Apr-26																									
L3.P3.20	Layout/Install MEP Penetrations: Lvl. 3, Pour 3	5	15-Apr-26	21-Apr-26																									
L3.P3.30	Strip Forms Lvl. 3, Pour 3	5	01-May-26	07-May-26																									
L3.P3.60	Reshore Lvl 3 Pour 3	5	13-May-26	19-May-26																									
Pour 4					28	24-Apr-26	03-Jun-26																						
L3.P4.10	F/R/P Elevated Pan Deck & Columns Lvl 3. Pour 4	10	24-Apr-26	07-May-26																									
L3.P4.20	Layout/Install MEP Penetrations: Lvl. 3, Pour 4	5	29-Apr-26	05-May-26																									
L3.P4.30	Strip Forms : Lvl. 3, Pour 4	5	15-May-26	21-May-26																									
L3.P4.70	Reshore Lvl 3 Pour 4	5	28-May-26	03-Jun-26																									
Reshore					135	30-Jan-26	10-Aug-26																						
L3.R.10	Remove L4 Reshores & Clean L3 Floor: Area B - Pour 1	5	30-Jan-26	05-Feb-26																									
L3.R.20	Remove L4 Reshores & Clean L3 Floor: Area B - Pour 2	5	13-Feb-26	19-Feb-26																									
L3.R.50	Remove L4 Reshores & Clean L3 Floor: Area A - Pour 3	5	21-Jul-26	27-Jul-26																									
L3.R.30	Remove L4 Reshores & Clean L3 Floor: Area A - Pour 4	5	04-Aug-26	10-Aug-26																									
Level 4 Concrete					221	27-Oct-25	08-Sep-26																						
Pour 1					44	27-Oct-25	29-Dec-25																						
L4.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 1	10	27-Oct-25	07-Nov-25																									
L4.P1.20	Layout/Install MEP Penetrations: Lvl. 4, Pour 1	3	30-Oct-25	03-Nov-25																									
L4.P1.30	Strip Forms Lvl. 4, Pour 1	5	17-Nov-25	21-Nov-25																									
L4.P1.80	Reshore Lvl 4 Pour 1	5	22-Dec-25	29-Dec-25																									
Pour 2					44	10-Nov-25	13-Jan-26																						
L4.P2.10	F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 2	10	10-Nov-25	21-Nov-25																									
L4.P2.20	Layout/Install MEP Penetrations: Lvl. 4, Pour 2	5	13-Nov-25	19-Nov-25																									
L4.P2.30	Strip Forms Lvl. 4, Pour 2	5	02-Dec-25	08-Dec-25																									
L4.P2.90	Reshore Lvl 4 Pour 2	5	07-Jan-26	13-Jan-26																									

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027			
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
Pour 3					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 3 ■ Layout/Install MEP Penetrations: Lvl. 4, Pour 3 ■ Strip Forms Lvl. 4, Pour 3 ■ Reshore Lvl 4 Pour 3 																											
L4.P3.10	F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 3	10	08-May-26	21-May-26																												
L4.P3.20	Layout/Install MEP Penetrations: Lvl. 4, Pour 3	5	13-May-26	19-May-26																												
L4.P3.30	Strip Forms Lvl. 4, Pour 3	5	01-Jun-26	05-Jun-26																												
L4.P3.100	Reshore Lvl 4 Pour 3	5	11-Jun-26	17-Jun-26																												
Pour 4					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 4 ■ Layout/Install MEP Penetrations: Lvl. 4, Pour 4 ■ Strip Forms Lvl. 4, Pour 4 ■ Reshore Lvl 4 Pour 4 																											
L4.P4.10	F/R/P Elevated Pan Deck & Columns Lvl 4. Pour 4	10	22-May-26	05-Jun-26																												
L4.P4.20	Layout/Install MEP Penetrations: Lvl. 4, Pour 4	5	28-May-26	03-Jun-26																												
L4.P4.30	Strip Forms Lvl. 4, Pour 4	5	15-Jun-26	19-Jun-26																												
L4.P4.110	Reshore Lvl 4 Pour 4	5	25-Jun-26	01-Jul-26																												
Reshore					<ul style="list-style-type: none"> ■ Remove L5 Reshores & Clean L4 Floor: Area B - Pour 1 ■ Remove L5 Reshores & Clean L4 Floor: Area B - Pour 2 ■ Remove L5 Reshores & Clean L4 Floor: Area A - Pour 3 ■ Remove L5 Reshores & Clean L4 Floor: Area A - Pour 4 																											
L4.R.10	Remove L5 Reshores & Clean L4 Floor: Area B - Pour 1	5	27-Mar-26	02-Apr-26																												
L4.R.50	Remove L5 Reshores & Clean L4 Floor: Area B - Pour 2	5	10-Apr-26	16-Apr-26																												
L4.R.20	Remove L5 Reshores & Clean L4 Floor: Area A - Pour 3	5	18-Aug-26	24-Aug-26																												
L4.R.30	Remove L5 Reshores & Clean L4 Floor: Area A - Pour 4	5	01-Sep-26	08-Sep-26																												
Level 5 Concrete																																
Pour 1					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 1 ■ Layout/Install MEP Penetrations: Lvl. 5, Pour 1 ■ Strip Forms Lvl. 5, Pour 1 ■ Reshore Lvl 5 Pour 1 																											
L5.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 1	10	17-Dec-25	31-Dec-25																												
L5.P1.20	Layout/Install MEP Penetrations: Lvl. 5, Pour 1	3	22-Dec-25	24-Dec-25																												
L5.P1.30	Strip Forms Lvl. 5, Pour 1	5	09-Jan-26	15-Jan-26																												
L5.P1.120	Reshore Lvl 5 Pour 1	5	21-Jan-26	27-Jan-26																												
Pour 2					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 2 ■ Layout/Install MEP Penetrations: Lvl. 5, Pour 2 ■ Strip Forms Lvl. 5, Pour 2 ■ Reshore Lvl 5 Pour 2 																											
L5.P2.10	F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 2	10	02-Jan-26	15-Jan-26																												
L5.P2.20	Layout/Install MEP Penetrations: Lvl. 5, Pour 2	5	07-Jan-26	13-Jan-26																												
L5.P2.30	Strip Forms Lvl. 5, Pour 2	5	23-Jan-26	29-Jan-26																												
L5.P2.160	Reshore Lvl 5 Pour 2	5	04-Feb-26	10-Feb-26																												
Pour 3					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 3 ■ Layout/Install MEP Penetrations: Lvl. 5, Pour 3 ■ Strip Forms Lvl. 5, Pour 3 ■ Reshore Lvl 5 Pour 3 																											
L5.P3.10	F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 3	10	08-Jun-26	19-Jun-26																												
L5.P3.20	Layout/Install MEP Penetrations: Lvl. 5, Pour 3	5	11-Jun-26	17-Jun-26																												
L5.P3.30	Strip Forms Lvl. 5, Pour 3	5	29-Jun-26	06-Jul-26																												
L5.P3.180	Reshore Lvl 5 Pour 3	5	10-Jul-26	16-Jul-26																												
Pour 4					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 4 ■ Layout/Install MEP Penetrations: Lvl. 5, Pour 4 ■ Strip Forms Lvl. 5, Pour 4 ■ Reshore Lvl 5 Pour 4 																											
L5.P4.10	F/R/P Elevated Pan Deck & Columns Lvl 5. Pour 4	10	22-Jun-26	06-Jul-26																												
L5.P4.20	Layout/Install MEP Penetrations: Lvl. 5, Pour 4	5	25-Jun-26	01-Jul-26																												
L5.P4.30	Strip Forms Lvl. 5, Pour 4	5	14-Jul-26	20-Jul-26																												
L5.P4.170	Reshore Lvl 5 Pour 4	5	24-Jul-26	30-Jul-26																												
Reshore					<ul style="list-style-type: none"> ■ Remove L6 Reshores & Clean L5 Floor: Area B - Pour 1 ■ Remove L6 Reshores & Clean L5 Floor: Area B - Pour 2 ■ Remove L6 Reshores & Clean L5 Floor: Area A - Pour 3 ■ Remove L6 Reshores & Clean L5 Floor: Area A - Pour 4 																											
L5.R.10	Remove L6 Reshores & Clean L5 Floor: Area B - Pour 1	5	27-Mar-26	02-Apr-26																												
L5.R.20	Remove L6 Reshores & Clean L5 Floor: Area B - Pour 2	5	10-Apr-26	16-Apr-26																												
L5.R.50	Remove L6 Reshores & Clean L5 Floor: Area A - Pour 3	5	16-Sep-26	22-Sep-26																												
L5.R.30	Remove L6 Reshores & Clean L5 Floor: Area A - Pour 4	5	30-Sep-26	06-Oct-26																												
Level 6 Concrete																																
Pour 1					<ul style="list-style-type: none"> ■ F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 1 ■ Layout/Install MEP Penetrations: Lvl. 6, Pour 1 ■ Strip Forms Lvl. 6, Pour 1 ■ Reshore Lvl 6 Pour 1 																											
L6.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 1	10	16-Jan-26	29-Jan-26																												
L6.P1.20	Layout/Install MEP Penetrations: Lvl. 6, Pour 1	3	21-Jan-26	23-Jan-26																												
L6.P1.30	Strip Forms Lvl. 6, Pour 1	5	06-Feb-26	12-Feb-26																												
L6.P1.130	Reshore Lvl 6 Pour 1	5	20-Feb-26	26-Feb-26																												

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Pour 2		30	30-Jan-26	12-Mar-26																									
L6.P2.10	F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 2	10	30-Jan-26	12-Feb-26																									
L6.P2.20	Layout/Install MEP Penetrations: Lvl. 6, Pour 2	5	04-Feb-26	10-Feb-26																									
L6.P2.30	Strip Forms Lvl. 6, Pour 2	5	20-Feb-26	26-Feb-26																									
L6.P2.190	Reshore Lvl 6 Pour 2	5	06-Mar-26	12-Mar-26																									
Pour 3		30	07-Jul-26	17-Aug-26																									
L6.P3.10	F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 3	10	07-Jul-26	20-Jul-26																									
L6.P3.20	Layout/Install MEP Penetrations: Lvl. 6, Pour 3	5	10-Jul-26	16-Jul-26																									
L6.P3.30	Strip Forms Lvl. 6, Pour 3	5	28-Jul-26	03-Aug-26																									
L6.P3.200	Reshore Lvl 6 Pour 3	5	11-Aug-26	17-Aug-26																									
Pour 4		30	21-Jul-26	31-Aug-26																									
L6.P4.10	F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 4	10	21-Jul-26	03-Aug-26																									
L6.P4.20	Layout/Install MEP Penetrations: Lvl. 6, Pour 4	5	24-Jul-26	30-Jul-26																									
L6.P4.30	Strip Forms Lvl. 6, Pour 4	5	11-Aug-26	17-Aug-26																									
L6.P4.210	Reshore Lvl 6 Pour 4	5	25-Aug-26	31-Aug-26																									
Reshore		125	17-Apr-26	13-Oct-26																									
L6.R.10	Remove L7 Reshores & Clean L6 Floor: Area B - Pour 1	5	17-Apr-26	23-Apr-26																									
L6.R.20	Remove L7 Reshores & Clean L6 Floor: Area B - Pour 2	5	24-Apr-26	30-Apr-26																									
L6.R.30	Remove L7 Reshores & Clean L6 Floor: Area A - Pour 4	5	07-Oct-26	13-Oct-26																									
L6.R.50	Remove L7 Reshores & Clean L6 Floor: Area A - Pour 3	5	07-Oct-26	13-Oct-26																									
Level 7 Concrete		160	13-Feb-26	29-Sep-26																									
Pour 1		25	13-Feb-26	19-Mar-26																									
L7.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 1	10	13-Feb-26	26-Feb-26																									
L7.P1.20	Layout/Install MEP Penetrations: Lvl. 7, Pour 1	3	18-Feb-26	20-Feb-26																									
L7.P1.30	Strip Forms Lvl. 7, Pour 1	5	06-Mar-26	12-Mar-26																									
L7.P1.140	Reshore Lvl 7 Pour 1	5	13-Mar-26	19-Mar-26																									
Pour 2		28	27-Feb-26	07-Apr-26																									
L7.P2.10	F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 2	10	27-Feb-26	12-Mar-26																									
L7.P2.20	Layout/Install MEP Penetrations: Lvl. 7, Pour 2	5	04-Mar-26	10-Mar-26																									
L7.P2.30	Strip Forms Lvl. 7, Pour 2	5	20-Mar-26	26-Mar-26																									
L7.P2.220	Reshore Lvl 7 Pour 2	5	01-Apr-26	07-Apr-26																									
Pour 3		30	04-Aug-26	15-Sep-26																									
L7.P3.10	F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 3	10	04-Aug-26	17-Aug-26																									
L7.P3.20	Layout/Install MEP Penetrations: Lvl. 7, Pour 3	5	07-Aug-26	13-Aug-26																									
L7.P3.30	Strip Forms Lvl. 7, Pour 3	5	25-Aug-26	31-Aug-26																									
L7.P7.230	Reshore Lvl 7 Pour 3	5	09-Sep-26	15-Sep-26																									
Pour 4		30	18-Aug-26	29-Sep-26																									
L7.P4.10	F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 4	10	18-Aug-26	31-Aug-26																									
L7.P4.20	Layout/Install MEP Penetrations: Lvl. 7, Pour 4	5	21-Aug-26	27-Aug-26																									
L7.P4.30	Strip Forms Lvl. 7, Pour 4	5	09-Sep-26	15-Sep-26																									
L7.P4.240	Reshore Lvl 7 Pour 4	5	23-Sep-26	29-Sep-26																									
Level 8 Concrete		150	13-Mar-26	13-Oct-26																									
Pour 1		20	13-Mar-26	09-Apr-26																									
L8.P1.10	F/R/P Elevated Pan Deck & Columns Lvl 8. Pour 1	10	13-Mar-26	26-Mar-26																									
L8.P1.20	Layout/Install MEP Penetrations: Lvl. 8, Pour 1	3	18-Mar-26	20-Mar-26																									
L8.P1.30	Strip Forms Lvl. 8, Pour 1	5	03-Apr-26	09-Apr-26																									
Pour 2		20	27-Mar-26	23-Apr-26																									

- F/R/P Elevated Pan Deck & Columns Lvl 6. Pour 2
- Layout/Install MEP Penetrations: Lvl. 6, Pour 2
- Strip Forms Lvl. 6, Pour 2
- Reshore Lvl 6 Pour 2

- F/R/P Elevated Pan Deck & Columns Lvl 6
- Layout/Install MEP Penetrations: Lvl. 6, Pou
- Strip Forms: Lvl. 6, Pour 3
- Reshore Lvl 6 Pour 3

- F/R/P Elevated Pan Deck & Columns L
- Layout/Install MEP Penetrations: Lvl. 6, P
- Strip Forms Lvl. 6, Pour 4
- Reshore Lvl 6 Pour 4

- Remove L7 Reshores & Clean L6 Floor: Area B - Pour 1
- Remove L7 Reshores & Clean L6 Floor: Area B - Pour 2
- Remove L7 Reshores
- Remove L7 Reshores

- F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 1
- Layout/Install MEP Penetrations: Lvl. 7, Pour 1
- Strip Forms Lvl. 7, Pour 1
- Reshore Lvl 7 Pour 1

- F/R/P Elevated Pan Deck & Columns Lvl 7. Pour 2
- Layout/Install MEP Penetrations: Lvl. 7, Pour 2
- Strip Forms Lvl. 7, Pour 2
- Reshore Lvl 7 Pour 2

- F/R/P Elevated Pan Deck & Column
- Layout/Install MEP Penetrations: Lvl.
- Strip Forms Lvl. 7, Pour 3
- Reshore Lvl 7 Pour 3

- F/R/P Elevated Pan Deck & Colu
- Layout/Install MEP Penetrations: L
- Strip Forms Lvl. 7, Pour 4
- Reshore Lvl 7 Pour 4

- F/R/P Elevated Pan Deck & Columns Lvl 8. Pour 1
- Layout/Install MEP Penetrations: Lvl. 8, Pour 1
- Strip Forms Lvl. 8, Pour 1

■ Remaining Level of Effort
 ■ Actual Work
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■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027			
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan			
A33000	Exterior Facade Mock-Up Acceptance	0		01-Aug-25	◆ Exterior Facade Mock-Up Acceptance																											
Building Envelope		424	05-Aug-25	02-Apr-27																												
Level 0 (Grade)		99	05-Aug-25	23-Dec-25																												
L0.E.N10	Frame/Sheath & Install AVB - Area B	20	05-Aug-25	02-Sep-25	■ Frame/Sheath & Install AVB - Area B																											
L0.E.N30	Install Temporary Enclosure at South & West Elevations	10	05-Aug-25	18-Aug-25	■ Install Temporary Enclosure at South & West Elevations																											
L0.E.N50	Frame/Sheath & Install AVB - Area C	20	07-Aug-25	04-Sep-25	■ Frame/Sheath & Install AVB - Area C																											
L0.E.S10	Frame/Sheath & Install AVB - Area A	10	02-Sep-25	15-Sep-25	■ Frame/Sheath & Install AVB - Area A																											
L0.E.N20	Install Curtain Wall & Punch Windows - Area B	10	25-Nov-25	09-Dec-25	■ Install Curtain Wall & Punch Windows - Area B																											
L0.E.S20	Install Curtain Wall & Punch Windows - Area A	20	25-Nov-25	23-Dec-25	■ Install Curtain Wall & Punch Windows - Area A																											
L0.E.N60	Install Curtain Wall & Punch Windows - Area C	20	25-Nov-25	23-Dec-25	■ Install Curtain Wall & Punch Windows - Area C																											
Level 1		190	26-Sep-25	24-Jun-26																												
L1.E.N50	Frame/Sheath & Install AVB - Area C	20	26-Sep-25	23-Oct-25	■ Frame/Sheath & Install AVB - Area C																											
L1.E.N10	Frame/Sheath & Install AVB - Area B	20	13-Oct-25	07-Nov-25	■ Frame/Sheath & Install AVB - Area B																											
L1.E.N30	Install Temporary Enclosure at South & West Elevations	10	13-Oct-25	24-Oct-25	■ Install Temporary Enclosure at South & West Elevations																											
L1.E.N20	Install Curtain Wall & Punch Windows - Area B	20	25-Nov-25	23-Dec-25	■ Install Curtain Wall & Punch Windows - Area B																											
L1.E.N70	Install Stone Panels - Area C	20	25-Nov-25	23-Dec-25	■ Install Stone Panels - Area C																											
A29810	Install Lvl. 1 Roof	25	16-Dec-25	21-Jan-26	■ Install Lvl. 1 Roof																											
L1.E.N60	Install Punch Windows - Area C North	20	24-Dec-25	22-Jan-26	■ Install Punch Windows - Area C North																											
L1.E.N80	Install Curtain Wall - Area C South	20	24-Dec-25	22-Jan-26	■ Install Curtain Wall - Area C South																											
L1.E.S10	Frame/Sheath & Install AVB - Area A	10	06-May-26	19-May-26	■ Frame/Sheath & Install AVB - Area A																											
L1.E.S20	Install Curtain Wall & Punch Windows - Area A	20	28-May-26	24-Jun-26	■ Install Curtain Wall & Punch Windows - Area A																											
Level 2		333	26-Sep-25	18-Jan-27																												
L2.E.N40	Frame/Sheath & Install AVB - Area C	20	26-Sep-25	23-Oct-25	■ Frame/Sheath & Install AVB - Area C																											
M5150	Install Temp. Roof at Lvl.2 - Area C	7	24-Oct-25	03-Nov-25	■ Install Temp. Roof at Lvl.2 - Area C																											
L2.E.N10	Frame/Sheath & Install AVB - Area B	20	10-Nov-25	08-Dec-25	■ Frame/Sheath & Install AVB - Area B																											
L2.E.N30	Install Temporary Enclosure at South & West Elevations	10	10-Nov-25	21-Nov-25	■ Install Temporary Enclosure at South & West Elevations																											
M5090	Install Lvl. 2 Roof	15	24-Nov-25	15-Dec-25	■ Install Lvl. 2 Roof																											
L2.E.N50	Install Punch Windows - Area C North	20	25-Nov-25	23-Dec-25	■ Install Punch Windows - Area C North																											
L2.E.N20	Install Curtain Wall & Punch Windows - Area B	20	02-Dec-25	30-Dec-25	■ Install Curtain Wall & Punch Windows - Area B																											
L2.E.S10	Frame/Sheath & Install AVB - Area A	10	22-May-26	05-Jun-26	■ Frame/Sheath & Install AVB - Area A																											
L2.E.S20	Install Curtain Wall & Punch Windows - Area A	20	15-Jun-26	13-Jul-26	■ Install Curtain Wall & Punch Windows - Area A																											
L2.E.N60	Install Curtain Wall - Area C South	20	23-Sep-26	20-Oct-26	■ Install Curtain Wall - Area C South																											
Pedestrian Bridge		50	05-Nov-26	18-Jan-27																												
BR.250	Install Parapet Framing - Pedestrian Bridge	5	05-Nov-26	11-Nov-26	■ Install Parapet Framing																											
BR.200	Install Curtain Wall & Punch Windows - Pedestrian Bridge	10	12-Nov-26	25-Nov-26	■ Install Curtain Wall & Punch Windows																											
BR.240	Install Metal Panels - Pedestrian Bridge	5	27-Nov-26	03-Dec-26	■ Install Metal Panels																											
BR.230	Install Bridge Roof	30	04-Dec-26	18-Jan-27	■ Install Bridge Roof																											
Level 3		171	09-Dec-25	10-Aug-26																												
L3.E.N10	Frame/Sheath & Install AVB - Area B	20	09-Dec-25	07-Jan-26	■ Frame/Sheath & Install AVB - Area B																											
L3.E.N30	Install Temporary Enclosure at South & West Elevations	10	09-Dec-25	22-Dec-25	■ Install Temporary Enclosure at South & West Elevations																											
L3.E.N20	Install Curtain Wall & Punch Windows - Area B	20	31-Dec-25	28-Jan-26	■ Install Curtain Wall & Punch Windows - Area B																											
L3.E.S10	Frame/Sheath & Install AVB - Area A	10	22-Jun-26	06-Jul-26	■ Frame/Sheath & Install AVB - Area A																											
L3.E.S20	Install Curtain Wall & Punch Windows - Area A	20	14-Jul-26	10-Aug-26	■ Install Curtain Wall & Punch Windows - Area A																											
Level 4		145	30-Jan-26	24-Aug-26																												
L4.E.N10	Frame/Sheath & Install AVB - Area B	20	30-Jan-26	26-Feb-26	■ Frame/Sheath & Install AVB - Area B																											

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Level 03					200	05-Feb-26	16-Nov-26																						
STC.L3.410	Install MEP risers in shaft	10	05-Feb-26	18-Feb-26																									
STC.L3.430	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	19-Feb-26	23-Feb-26																									
STC.L3.450	Level 5 finish after building dry-in	4	06-Nov-26	11-Nov-26																									
STC.L3.470	Paint walls / stringers	2	12-Nov-26	13-Nov-26																									
STC.L3.500	Reflective Paint on stairs	1	16-Nov-26	16-Nov-26																									
Level 04					170	25-Mar-26	20-Nov-26																						
STC.L4.510	Install MEP risers in shaft	10	25-Mar-26	07-Apr-26																									
STC.L4.530	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	08-Apr-26	10-Apr-26																									
STC.L4.550	Level 5 finish after building dry-in	4	12-Nov-26	17-Nov-26																									
STC.L4.570	Paint walls / stringers	2	18-Nov-26	19-Nov-26																									
STC.L4.600	Reflective Paint on stairs	1	20-Nov-26	20-Nov-26																									
Level 05					164	08-Apr-26	27-Nov-26																						
STC.L5.610	Install MEP risers in shaft	10	08-Apr-26	21-Apr-26																									
STC.L5.630	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	22-Apr-26	24-Apr-26																									
STC.L5.650	Level 5 finish after building dry-in	4	18-Nov-26	23-Nov-26																									
STC.L5.670	Paint walls / stringers	2	24-Nov-26	25-Nov-26																									
STC.L5.700	Reflective Paint on stairs	1	27-Nov-26	27-Nov-26																									
Level 06					158	22-Apr-26	03-Dec-26																						
STC.L6.710	Install MEP risers in shaft	10	22-Apr-26	05-May-26																									
STC.L6.730	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	06-May-26	08-May-26																									
STC.L6.750	Level 5 finish after building dry-in	4	24-Nov-26	30-Nov-26																									
STC.L6.780	Paint walls / stringers	2	01-Dec-26	02-Dec-26																									
STC.L6.820	Reflective Paint on stairs	1	03-Dec-26	03-Dec-26																									
Level 07					152	06-May-26	09-Dec-26																						
STC.L7.840	Install MEP risers in shaft	10	06-May-26	19-May-26																									
STC.L7.880	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	20-May-26	22-May-26																									
STC.L7.890	Level 5 finish after building dry-in	4	01-Dec-26	04-Dec-26																									
STC.L7.900	Paint walls / stringers	2	07-Dec-26	08-Dec-26																									
STC.L7.920	Reflective Paint on stairs	1	09-Dec-26	09-Dec-26																									
Level 08					146	20-May-26	15-Dec-26																						
STC.L8.870	Install MEP risers in shaft	10	20-May-26	03-Jun-26																									
STC.L8.910	Shaft wall framing / dens glass - exterior of shaft at Stair C	3	04-Jun-26	08-Jun-26																									
STC.L8.930	Level 5 finish after building dry-in	4	07-Dec-26	10-Dec-26																									
STC.L8.940	Paint walls / stringers	2	11-Dec-26	14-Dec-26																									
STC.L8.950	Reflective Paint on stairs	1	15-Dec-26	15-Dec-26																									
Stair C MEP Punch & Finish					161	13-May-26	30-Dec-26																						
STC.130	Stair C - Pour Concrete Stair Treads & Risers	10	13-May-26	27-May-26																									
STC.120	Stair C - Install FP Standpipe	10	09-Jun-26	22-Jun-26																									
STC.110	Stair C - Punchlist/Construction Clean	10	16-Dec-26	30-Dec-26																									
STC.100	Stair C Complete	0		30-Dec-26																									
Stair B - Center - 8 floors					244	16-Jan-26	30-Dec-26																						
Stair B					234	16-Jan-26	15-Dec-26																						
Level 00					202	16-Jan-26	29-Oct-26																						
STB.LL.100	Install Intermediate Landing Support Steel	3	16-Jan-26	20-Jan-26																									
STB.LL.110	Install Stair Stringers and Pans	4	21-Jan-26	26-Jan-26																									

■ Remaining Level of Effort
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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Level 04					27	09-Oct-26	16-Nov-26																						
STAL4.200	Install MEP risers in shaft	10	09-Oct-26	22-Oct-26																								Install MEP risers in s	
STAL4.520	Shaft wall framing / dens glass - exterior of shaft at Stair A	3	23-Oct-26	27-Oct-26																								Shaft wall framing /	
STAL4.590	Level 5 finish after building dry-in	4	06-Nov-26	11-Nov-26																								Level 5 finish aft	
STAL4.660	Paint walls / stringers	2	12-Nov-26	13-Nov-26																								Paint walls / strin	
STAL4.730	Reflective Paint on stairs	1	16-Nov-26	16-Nov-26																								Reflective Pain	
Level 05					21	23-Oct-26	20-Nov-26																						
STAL5.210	Install MEP risers in shaft	10	23-Oct-26	05-Nov-26																								Install MEP risers	
STAL5.530	Shaft wall framing / dens glass - exterior of shaft at Stair A	3	06-Nov-26	10-Nov-26																								Shaft wall fram	
STAL5.600	Level 5 finish after building dry-in	4	12-Nov-26	17-Nov-26																								Level 5 finish a	
STAL5.670	Paint walls / stringers	2	18-Nov-26	19-Nov-26																								Paint walls / st	
STAL5.740	Reflective Paint on stairs	1	20-Nov-26	20-Nov-26																								Reflective Pain	
Level 06					20	06-Nov-26	04-Dec-26																						
STAL6.220	Install MEP risers in shaft	10	06-Nov-26	19-Nov-26																								Install MEP ris	
STAL6.540	Shaft wall framing / dens glass - exterior of shaft at Stair A	3	20-Nov-26	24-Nov-26																								Shaft wall fra	
STAL6.610	Level 5 finish after building dry-in	4	25-Nov-26	01-Dec-26																								Level 5 finis	
STAL6.680	Paint walls / stringers	2	02-Dec-26	03-Dec-26																								Paint walls	
STAL6.750	Reflective Paint on stairs	1	04-Dec-26	04-Dec-26																								Reflective	
Level 07					20	20-Nov-26	18-Dec-26																						
STAL7.230	Install MEP risers in shaft	10	20-Nov-26	04-Dec-26																								Install MEP	
STAL7.550	Shaft wall framing / dens glass - exterior of shaft at Stair A	3	07-Dec-26	09-Dec-26																								Shaft wall	
STAL7.620	Level 5 finish after building dry-in	4	10-Dec-26	15-Dec-26																								Level 5	
STAL7.690	Paint walls / stringers	2	16-Dec-26	17-Dec-26																								Paint wa	
STAL7.760	Reflective Paint on stairs	1	18-Dec-26	18-Dec-26																								Reflecti	
Stair A MEP Punch & Finish					67	05-Oct-26	08-Jan-27																						
STA.130	Stair A - Pour Concrete Stair Treads & Landings	10	05-Oct-26	16-Oct-26																								Stair A - Pour Concret	
STA.120	Stair A - Install FP Standpipe	10	10-Dec-26	23-Dec-26																								Stair A	
STA.110	Stair A - Punchlist/Construction Clean	10	24-Dec-26	08-Jan-27																								Sta	
STA.100	Stair A Complete	0		08-Jan-27																								◆ Sta	
Monumental Stair D					45	03-Dec-26	05-Feb-27																						
STD.100	Install Stair Support Steel	15	03-Dec-26	23-Dec-26																								Install	
STD.110	Install Stair Stringers and Pans	10	24-Dec-26	08-Jan-27																								Ins	
STD.140	Install Metal Decking for Stair Landing	5	11-Jan-27	15-Jan-27																								It	
STD.150	Pour Concrete at Landing	5	18-Jan-27	22-Jan-27																									
STD.120	Install Decorative Railings	10	25-Jan-27	05-Feb-27																									
Electrical Rooms					465	02-Dec-25	28-Sep-27																						
Lower Level					465	02-Dec-25	28-Sep-27																						
Area A					84	07-Jul-26	02-Nov-26																						
LL.CS.110	Frame Remaining Core & Shell (Not Shaft or ER)	5	07-Jul-26	13-Jul-26																								Frame Remaining Core & Shell (Not Shaft o	
LL.CS.120	Hang, Tape, Finish Drywall in Remaining Core & Shell (Not Shaft or ER)	5	14-Jul-26	20-Jul-26																								Hang, Tape, Finish Drywall in Remaining O	
LL.CS.130	Trim Out Room Remaining Core & Shell (Not Shaft or ER) (Permanent Lights, FCU, Door, Seal Floor, etc.)	10	21-Jul-26	03-Aug-26																								Trim Out Room Remaining Core & She	
Electrical Rooms					37	07-Jul-26	26-Aug-26																						
ELEC-2 Room CSA00E-2					34	07-Jul-26	21-Aug-26																						
ER.LL.100	Frame Room CSA00E-2	3	07-Jul-26	09-Jul-26																								Frame Room CSA00E-2	
ER.LL.200	In-Wall MEP Rough-In & Inspections in Room CSA00E-2	5	10-Jul-26	16-Jul-26																								In-Wall MEP Rough-In & Inspections in Roc	

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
ER.LL.110	Frame Room CSB00A-2	3	08-Jan-26	12-Jan-26																							■ Frame Room CSB00A-2		
ER.LL.210	In-Wall MEP Rough-In & Inspections in Room CSB00A-2	5	13-Jan-26	19-Jan-26																							■ In-Wall MEP Rough-In & Inspections in Room CSB00A-2		
ER.LL.310	Hang, Tape, Finish Drywall in Room CSB00A-2	5	20-Jan-26	26-Jan-26																							■ Hang, Tape, Finish Drywall in Room CSB00A-2		
ER.LL.410	Install Plywood for Electrical Panels at Room CSB00A-2	1	27-Jan-26	27-Jan-26																							■ Install Plywood for Electrical Panels at Room CSB00A-2		
ER.LL.510	Set Elec. Panels and Rough-In at Room CSB00A-2	10	28-Jan-26	10-Feb-26																							■ Set Elec. Panels and Rough-In at Room CSB00A-2		
ER.LL.610	Trim Out Room CSB00A-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	11-Feb-26	24-Feb-26																							■ Trim Out Room CSB00A-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)		
ELEC-2 Room CSB00D-2		34	13-Jan-26	27-Feb-26																									
ER.LL.140	Frame Room CSB00D-2	3	13-Jan-26	15-Jan-26																							■ Frame Room CSB00D-2		
ER.LL.240	In-Wall MEP Rough-In & Inspections in Room CSB00D-2	5	16-Jan-26	22-Jan-26																							■ In-Wall MEP Rough-In & Inspections in Room CSB00D-2		
ER.LL.340	Hang, Tape, Finish Drywall in Room CSB00D-2	5	23-Jan-26	29-Jan-26																							■ Hang, Tape, Finish Drywall in Room CSB00D-2		
ER.LL.440	Install Plywood for Electrical Panels at Room CSB00D-2	1	30-Jan-26	30-Jan-26																							■ Install Plywood for Electrical Panels at Room CSB00D-2		
ER.LL.540	Set Elec. Panels and Rough-In at Room CSB00D-2	10	02-Feb-26	13-Feb-26																							■ Set Elec. Panels and Rough-In at Room CSB00D-2		
ER.LL.640	Trim Out Room CSB00D-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	16-Feb-26	27-Feb-26																							■ Trim Out Room CSB00D-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)		
EIDF Rooms		76	21-Jan-26	06-May-26																									
EIDF-L-1-2 Room CSB00C-2		76	21-Jan-26	06-May-26																									
ER.LL.160	Frame Room CSB00C-2	3	21-Jan-26	23-Jan-26																							■ Frame Room CSB00C-2		
ER.LL.260	In-Wall MEP Rough-In & Inspections in Room CSB00C-2	5	26-Jan-26	30-Jan-26																							■ In-Wall MEP Rough-In & Inspections in Room CSB00C-2		
ER.LL.360	Hang, Tape, Finish Drywall in Room CSB00C-2	5	02-Feb-26	06-Feb-26																							■ Hang, Tape, Finish Drywall in Room CSB00C-2		
ER.LL.460	Install Plywood for Electrical Panels at Room CSB00C-2	1	09-Feb-26	09-Feb-26																							■ Install Plywood for Electrical Panels at Room CSB00C-2		
ER.LL.560	Set Elec. Panels and Rough-In at Room CSB00C-2	10	10-Feb-26	23-Feb-26																							■ Set Elec. Panels and Rough-In at Room CSB00C-2		
ER.LL.660	Trim Out Room CSB00C-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	24-Feb-26	09-Mar-26																							■ Trim Out Room CSB00C-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)		
ER.LL.720	Install Racks & Ladder Tray at Room CSB00C-2	10	10-Mar-26	23-Mar-26																							■ Install Racks & Ladder Tray at Room CSB00C-2		
ER.LL.780	Install Patch Panels & Terminations at Room CSB00C-2	15	24-Mar-26	13-Apr-26																							■ Install Patch Panels & Terminations at Room CSB00C-2		
ER.LL.860	UK Review & Sign-off Room CSB00C-2	5	14-Apr-26	20-Apr-26																							■ UK Review & Sign-off Room CSB00C-2		
ER.LL.870	Check, Test, & Start-Up Terminal Units at Room CSB00C-2	3	14-Apr-26	16-Apr-26																							■ Check, Test, & Start-Up Terminal Units at Room CSB00C-2		
ER.LL.960	OFVI Install Switches & Cross Patching Room CSB00C-2	2	21-Apr-26	22-Apr-26																							■ OFVI Install Switches & Cross Patching Room CSB00C-2		
ER.LL.1020	UK Activate Room CSB00C-2	10	23-Apr-26	06-May-26																							■ UK Activate Room CSB00C-2		
Area C		37	26-Jan-26	17-Mar-26																									
Electrical Rooms		34	26-Jan-26	12-Mar-26																									
ELEC-2 Room C004-2		34	26-Jan-26	12-Mar-26																									
ER.LL.120	Frame Room C004-2	3	26-Jan-26	28-Jan-26																							■ Frame Room C004-2		
ER.LL.220	In-Wall MEP Rough-In & Inspections in Room C004-2	5	29-Jan-26	04-Feb-26																							■ In-Wall MEP Rough-In & Inspections in Room C004-2		
ER.LL.320	Hang, Tape, Finish Drywall in Room C004-2	5	05-Feb-26	11-Feb-26																							■ Hang, Tape, Finish Drywall in Room C004-2		
ER.LL.420	Install Plywood for Electrical Panels at Room C004-2	1	12-Feb-26	12-Feb-26																							■ Install Plywood for Electrical Panels at Room C004-2		
ER.LL.520	Set Elec. Panels and Rough-In at Room C004-2	10	13-Feb-26	26-Feb-26																							■ Set Elec. Panels and Rough-In at Room C004-2		
ER.LL.620	Trim Out Room C004-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	27-Feb-26	12-Mar-26																							■ Trim Out Room C004-2 (Permanent Lights, FCU, Door, Seal Floor,etc.)		
MDF-2 Rooms		34	29-Jan-26	17-Mar-26																									
MDF-2 Room C007-2		34	29-Jan-26	17-Mar-26																									
ER.LL.190	Frame Room C007-2	3	29-Jan-26	02-Feb-26																							■ Frame Room C007-2		
ER.LL.290	In-Wall MEP Rough-In & Inspections in Room C007-2	5	03-Feb-26	09-Feb-26																							■ In-Wall MEP Rough-In & Inspections in Room C007-2		
ER.LL.390	Hang, Tape, Finish Drywall in Room C007-2	5	10-Feb-26	16-Feb-26																							■ Hang, Tape, Finish Drywall in Room C007-2		
ER.LL.490	Install Plywood for Electrical Panels at Room C007-2	1	17-Feb-26	17-Feb-26																							■ Install Plywood for Electrical Panels at Room C007-2		
ER.LL.590	Set Elec. Panels and Rough-In at Room C007-2	10	18-Feb-26	03-Mar-26																							■ Set Elec. Panels and Rough-In at Room C007-2		

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					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
IDF Rooms		74	02-Nov-26	16-Feb-27																									
IDF-4-1 Room CSB04B		74	02-Nov-26	16-Feb-27																									
ER.L4.150	Frame Room CSB04B	3	02-Nov-26	04-Nov-26																									
ER.L4.240	In-Wall MEP Rough-In & Inspections in Room CSB04B	5	05-Nov-26	11-Nov-26																									
ER.L4.330	Hang, Tape, Finish Drywall in Room CSB04B	5	12-Nov-26	18-Nov-26																									
ER.L4.420	Install Plywood for Electrical Panels at Room CSB04B	1	19-Nov-26	19-Nov-26																									
ER.L4.510	Set Elec. Panels and Rough-In at Room CSB04B	10	20-Nov-26	04-Dec-26																									
ER.L4.600	Trim Out Room CSB04B (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	07-Dec-26	18-Dec-26																									
ER.L4.650	Install Racks & Ladder Tray at Room CSB04B	10	21-Dec-26	01-Jan-27																									
ER.L4.700	Install Patch Panels & Terminations at Room CSB04B	15	04-Jan-27	22-Jan-27																									
ER.L4.760	UK Review & Sign-off Room CSB04B	5	25-Jan-27	29-Jan-27																									
ER.L4.770	Check, Test, & Start-Up Terminal Units at Room CSB04B	3	25-Jan-27	27-Jan-27																									
ER.L4.850	OFVI Install Switches & Cross Patching Room CSB04B	2	01-Feb-27	02-Feb-27																									
ER.L4.900	UK Activate Room CSB04B	10	03-Feb-27	16-Feb-27																									
EIDF Rooms		74	05-Nov-26	19-Feb-27																									
EIDF-4-1 Room CSB04C		74	05-Nov-26	19-Feb-27																									
ER.L4.160	Frame Room CSB04C	3	05-Nov-26	09-Nov-26																									
ER.L4.250	In-Wall MEP Rough-In & Inspections in Room CSB04C	5	10-Nov-26	16-Nov-26																									
ER.L4.340	Hang, Tape, Finish Drywall in Room CSB04C	5	17-Nov-26	23-Nov-26																									
ER.L4.430	Install Plywood for Electrical Panels at Room CSB04C	1	24-Nov-26	24-Nov-26																									
ER.L4.520	Set Elec. Panels and Rough-In at Room CSB04C	10	25-Nov-26	09-Dec-26																									
ER.L4.610	Trim Out Room CSB04C (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	10-Dec-26	23-Dec-26																									
ER.L4.660	Install Racks & Ladder Tray at Room CSB04C	10	24-Dec-26	06-Jan-27																									
ER.L4.710	Install Patch Panels & Terminations at Room CSB04C	15	07-Jan-27	27-Jan-27																									
ER.L4.780	UK Review & Sign-off Room CSB04C	5	28-Jan-27	03-Feb-27																									
ER.L4.790	Check, Test, & Start-Up Terminal Units at Room CSB04C	3	28-Jan-27	01-Feb-27																									
ER.L4.860	OFVI Install Switches & Cross Patching Room CSB04C	2	04-Feb-27	05-Feb-27																									
ER.L4.910	UK Activate Room CSB04C	10	08-Feb-27	19-Feb-27																									
Level 5		83	06-Nov-26	05-Mar-27																									
Area A		83	06-Nov-26	05-Mar-27																									
Electrical Rooms		36	06-Nov-26	29-Dec-26																									
ELEC Room CSA05D		34	06-Nov-26	24-Dec-26																									
ER.L5.130	Frame Room CSA05D	3	06-Nov-26	10-Nov-26																									
ER.L5.120	In-Wall MEP Rough-In & Inspections in Room CSA05D	5	11-Nov-26	17-Nov-26																									
ER.L5.140	Hang, Tape, Finish Drywall in Room CSA05D	5	18-Nov-26	24-Nov-26																									
ER.L5.150	Install Plywood for Electrical Panels at Room CSA05D	1	25-Nov-26	25-Nov-26																									
ER.L5.100	Set Elec. Panels and Rough-In at Room CSA05D	10	27-Nov-26	10-Dec-26																									
ER.L5.110	Trim Out Room CSA05D (Permanent Lights, FCU, Door, Seal Floor,etc.)	10	11-Dec-26	24-Dec-26																									
ELEC Room CSA05E		33	11-Nov-26	29-Dec-26																									
ER.L5.370	Frame Room CSA05E	3	11-Nov-26	13-Nov-26																									
ER.L5.360	In-Wall MEP Rough-In & Inspections in Room CSA05E	5	16-Nov-26	20-Nov-26																									
ER.L5.380	Hang, Tape, Finish Drywall in Room CSA05E	5	23-Nov-26	30-Nov-26																									
ER.L5.390	Install Plywood for Electrical Panels at Room CSA05E	1	01-Dec-26	01-Dec-26																									
ER.L5.340	Set Elec. Panels and Rough-In at Room CSA05E	10	02-Dec-26	15-Dec-26																									

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 ■ Actual Work
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■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
South Penthouse		70	08-Feb-27	14-May-27																									
PH.A.100	Float Floors for Layout	5	08-Feb-27	12-Feb-27																									
PH.A.110	Layout/Install Top & Bottom Track	10	15-Feb-27	26-Feb-27																									
PH.A.120	Layout Overhead MEP's	5	18-Feb-27	24-Feb-27																									
PH.A.130	Install Ductwork	20	25-Feb-27	24-Mar-27																									
PH.A.140	Install P-Tube (OH)	5	25-Feb-27	03-Mar-27																									
PH.A.150	Install Mechanical Piping	20	04-Mar-27	31-Mar-27																									
PH.A.160	Install Plumbing Domestic Water (OH)	20	04-Mar-27	31-Mar-27																									
PH.A.170	Install Med Gas Piping (OH)	15	04-Mar-27	24-Mar-27																									
PH.A.180	Install Plumbing San & STS (OH)	20	04-Mar-27	31-Mar-27																									
PH.A.190	Install Electrical Rough (OH)	20	04-Mar-27	31-Mar-27																									
PH.A.200	Install Fire Protection Rough (OH)	20	04-Mar-27	31-Mar-27																									
PH.A.210	Install BAS Conduit (OH)	20	04-Mar-27	31-Mar-27																									
PH.A.220	DALT/Pressure Testing	2	25-Mar-27	26-Mar-27																									
PH.A.410	Pressure Test Med Gas Piping	2	25-Mar-27	26-Mar-27																									
PH.A.230	Insulate Ductwork	10	29-Mar-27	09-Apr-27																									
PH.A.540	Med Gas Certifications	1	29-Mar-27	29-Mar-27																									
PH.A.260	Install Electric Feeders	10	01-Apr-27	14-Apr-27																									
PH.A.270	Pressure Test Domestic Water	2	01-Apr-27	02-Apr-27																									
PH.A.280	Insulate all Horizontal STS Piping	3	01-Apr-27	05-Apr-27																									
PH.A.240	Pressure Test Mechanical Piping	2	01-Apr-27	02-Apr-27																									
PH.A.290	Insulate Domestic Water Piping	10	05-Apr-27	16-Apr-27																									
PH.A.250	Insulate Mechanical Piping	10	05-Apr-27	16-Apr-27																									
PH.A.300	QA/QC MEP Inspections & Corrections	20	19-Apr-27	14-May-27																									
Penthouse Mech Room Completion		40	17-May-27	13-Jul-27																									
L8.500	TAB, Commissioning, Final Clean - Level 8	40	17-May-27	13-Jul-27																									
MEP Shafts		360	26-Jun-25	23-Nov-26																									
SH01.100	MEP Shaft 1 Complete	0		02-Nov-26																						◆ MEP Shaft 1 Com			
SH08.100	MEP Shaft 8 Complete	0		05-Nov-26																						◆ MEP Shaft 8 Com			
SH11.100	MEP Shaft 11 Complete	0		13-Nov-26																						◆ MEP Shaft 11 C			
SH12.100	MEP Shaft 12 Complete	0		18-Nov-26																						◆ MEP Shaft 12			
SH10.100	MEP Shaft 10 Complete	0		18-Nov-26																						◆ MEP Shaft 10			
SH02.100	MEP Shaft 2 Complete	0		23-Nov-26																						◆ MEP Shaft 2			
SH12 - N3.4 L02-08		290	01-Oct-25	18-Nov-26																									
L02		272	01-Oct-25	23-Oct-26																									
SH12.L2.100	Install Temp Handrail for Construction use	1	01-Oct-25	01-Oct-25																						◆ MEP Shaft 1 Com			
SH12.L2.110	Install MEP risers in shaft	10	02-Oct-25	15-Oct-25																						◆ MEP Shaft 8 Com			
SH12.L2.120	Shaft wall framing / dens glass	3	16-Oct-25	20-Oct-25																						◆ MEP Shaft 11 C			
SH12.L2.130	Level 5 finish after building dry-in	3	21-Oct-26	23-Oct-26																						◆ MEP Shaft 12			
L03		257	27-Oct-25	28-Oct-26																						◆ MEP Shaft 10			
SH12.L3.100	Install Temp Handrail for Construction use	1	27-Oct-25	27-Oct-25																						◆ MEP Shaft 2			
SH12.L3.110	Install MEP risers in shaft	10	28-Oct-25	10-Nov-25																									
SH12.L3.120	Shaft wall framing / dens glass	3	11-Nov-25	13-Nov-25																									
SH12.L3.130	Level 5 finish after building dry-in	3	26-Oct-26	28-Oct-26																									
L04		240	24-Nov-25	02-Nov-26																									
SH12.L4.100	Install Temp Handrail for Construction use	1	24-Nov-25	24-Nov-25																									

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
SH12.L4.110	Install MEP risers in shaft	10	25-Nov-25	09-Dec-25																								Install MEP risers in shaft	
SH12.L4.120	Shaft wall framing / dens glass	3	10-Dec-25	12-Dec-25																								Shaft wall framing / dens glass	
SH12.L4.130	Level 5 finish after building dry-in	3	29-Oct-26	02-Nov-26																								Level 5 finish after	
L05		207	16-Jan-26	05-Nov-26																									
SH12.L5.100	Install Temp Handrail for Construction use	1	16-Jan-26	16-Jan-26																								Install Temp Handrail for Construction use	
SH12.L5.110	Install MEP risers in shaft	10	19-Jan-26	30-Jan-26																								Install MEP risers in shaft	
SH12.L5.120	Shaft wall framing / dens glass	3	02-Feb-26	04-Feb-26																								Shaft wall framing / dens glass	
SH12.L5.130	Level 5 finish after building dry-in	3	03-Nov-26	05-Nov-26																								Level 5 finish after	
L06		190	13-Feb-26	10-Nov-26																									
SH12.L6.100	Install Temp Handrail for Construction use	1	13-Feb-26	13-Feb-26																								Install Temp Handrail for Construction use	
SH12.L6.110	Install MEP risers in shaft	10	16-Feb-26	27-Feb-26																								Install MEP risers in shaft	
SH12.L6.120	Shaft wall framing / dens glass	3	02-Mar-26	04-Mar-26																								Shaft wall framing / dens glass	
SH12.L6.130	Level 5 finish after building dry-in	3	06-Nov-26	10-Nov-26																								Level 5 finish after	
L07		173	13-Mar-26	13-Nov-26																									
SH12.L7.100	Install Temp Handrail for Construction use	1	13-Mar-26	13-Mar-26																								Install Temp Handrail for Construction use	
SH12.L7.110	Install MEP risers in shaft	10	16-Mar-26	27-Mar-26																								Install MEP risers in shaft	
SH12.L7.120	Shaft wall framing / dens glass	3	30-Mar-26	01-Apr-26																								Shaft wall framing / dens glass	
SH12.L7.130	Level 5 finish after building dry-in	3	11-Nov-26	13-Nov-26																								Level 5 finish after	
L08		156	10-Apr-26	18-Nov-26																									
SH12.L8.100	Install Temp Handrail for Construction use	1	10-Apr-26	10-Apr-26																								Install Temp Handrail for Construction use	
SH12.L8.110	Install MEP risers in shaft	10	13-Apr-26	24-Apr-26																								Install MEP risers in shaft	
SH12.L8.120	Shaft wall framing / dens glass	3	27-Apr-26	29-Apr-26																								Shaft wall framing / dens glass	
SH12.L8.130	Level 5 finish after building dry-in	3	16-Nov-26	18-Nov-26																								Level 5 finish after	
SH11 -J3 L03-08		259	10-Nov-25	13-Nov-26																									
L03		244	10-Nov-25	23-Oct-26																									
SH11.L3.100	Install Temp Handrail for Construction use	1	10-Nov-25	10-Nov-25																								Install Temp Handrail for Construction use	
SH11.L3.110	Install MEP risers in shaft	10	11-Nov-25	24-Nov-25																								Install MEP risers in shaft	
SH11.L3.120	Shaft wall framing / dens glass	3	25-Nov-25	28-Nov-25																								Shaft wall framing / dens glass	
SH11.L3.130	Level 5 finish after building dry-in	3	21-Oct-26	23-Oct-26																								Level 5 finish after bu	
L04		227	09-Dec-25	28-Oct-26																									
SH11.L4.100	Install Temp Handrail for Construction use	1	09-Dec-25	09-Dec-25																								Install Temp Handrail for Construction use	
SH11.L4.110	Install MEP risers in shaft	10	10-Dec-25	23-Dec-25																								Install MEP risers in shaft	
SH11.L4.120	Shaft wall framing / dens glass	3	24-Dec-25	29-Dec-25																								Shaft wall framing / dens glass	
SH11.L4.130	Level 5 finish after building dry-in	3	26-Oct-26	28-Oct-26																								Level 5 finish after t	
L05		194	30-Jan-26	02-Nov-26																									
SH11.L5.100	Install Temp Handrail for Construction use	1	30-Jan-26	30-Jan-26																								Install Temp Handrail for Construction use	
SH11.L5.110	Install MEP risers in shaft	10	02-Feb-26	13-Feb-26																								Install MEP risers in shaft	
SH11.L5.120	Shaft wall framing / dens glass	3	16-Feb-26	18-Feb-26																								Shaft wall framing / dens glass	
SH11.L5.130	Level 5 finish after building dry-in	3	29-Oct-26	02-Nov-26																								Level 5 finish after	
L06		177	27-Feb-26	05-Nov-26																									
SH11.L6.100	Install Temp Handrail for Construction use	1	27-Feb-26	27-Feb-26																								Install Temp Handrail for Construction use	
SH11.L6.110	Install MEP risers in shaft	10	02-Mar-26	13-Mar-26																								Install MEP risers in shaft	
SH11.L6.120	Shaft wall framing / dens glass	3	16-Mar-26	18-Mar-26																								Shaft wall framing / dens glass	
SH11.L6.130	Level 5 finish after building dry-in	3	03-Nov-26	05-Nov-26																								Level 5 finish after	
L07		160	27-Mar-26	10-Nov-26																									
SH11.L7.100	Install Temp Handrail for Construction use	1	27-Mar-26	27-Mar-26																								Install Temp Handrail for Construction use	

■ Remaining Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
SH02.LL.110	Install MEP risers in shaft	10	23-Jul-25	05-Aug-25								█	█													█	Install MEP risers in shaft		
SH02.LL.120	Shaft wall framing / dens glass	3	06-Aug-25	08-Aug-25								█	█														█	Shaft wall framing / dens glass	
SH02.LL.130	Level 5 finish after building dry-in	3	21-Oct-26	23-Oct-26																								█	Level 5 finish after bu
L01		299	27-Aug-25	28-Oct-26																									
SH02.L1.100	Install Temp Handrail for Construction use	1	27-Aug-25	27-Aug-25																								█	Install Temp Handrail for Construction use
SH02.L1.110	Install MEP risers in shaft	10	28-Aug-25	11-Sep-25								█	█															█	Install MEP risers in shaft
SH02.L1.120	Shaft wall framing / dens glass	3	12-Sep-25	16-Sep-25								█	█															█	Shaft wall framing / dens glass
SH02.L1.130	Level 5 finish after building dry-in	3	26-Oct-26	28-Oct-26																								█	Level 5 finish after t
L02		214	02-Jan-26	02-Nov-26																									
SH02.L2.100	Install Temp Handrail for Construction use	1	02-Jan-26	02-Jan-26																								█	Install Temp Handrail for Construction use
SH02.L2.110	Install MEP risers in shaft	10	05-Jan-26	16-Jan-26								█	█															█	Install MEP risers in shaft
SH02.L2.120	Shaft wall framing / dens glass	3	19-Jan-26	21-Jan-26								█	█															█	Shaft wall framing / dens glass
SH02.L2.130	Level 5 finish after building dry-in	3	29-Oct-26	02-Nov-26																								█	Level 5 finish after
L03		117	22-May-26	05-Nov-26																									
SH02.L3.100	Install Temp Handrail for Construction use	1	22-May-26	22-May-26																								█	Install Temp Handrail for Construction use
SH02.L3.110	Install MEP risers in shaft	10	26-May-26	08-Jun-26								█	█															█	Install MEP risers in shaft
SH02.L3.120	Shaft wall framing / dens glass	3	09-Jun-26	11-Jun-26								█	█															█	Shaft wall framing / dens glass
SH02.L3.130	Level 5 finish after building dry-in	3	03-Nov-26	05-Nov-26																								█	Level 5 finish after
L04		100	22-Jun-26	10-Nov-26																									
SH02.L4.100	Install Temp Handrail for Construction use	1	22-Jun-26	22-Jun-26																								█	Install Temp Handrail for Construction use
SH02.L4.110	Install MEP risers in shaft	10	23-Jun-26	07-Jul-26								█	█															█	Install MEP risers in shaft
SH02.L4.120	Shaft wall framing / dens glass	3	08-Jul-26	10-Jul-26								█	█															█	Shaft wall framing / dens glass
SH02.L4.130	Level 5 finish after building dry-in	3	06-Nov-26	10-Nov-26																								█	Level 5 finish aft
L05		83	21-Jul-26	13-Nov-26																									
SH02.L5.100	Install Temp Handrail for Construction use	1	21-Jul-26	21-Jul-26																								█	Install Temp Handrail for Construction use
SH02.L5.110	Install MEP risers in shaft	10	22-Jul-26	04-Aug-26								█	█															█	Install MEP risers in shaft
SH02.L5.120	Shaft wall framing / dens glass	3	05-Aug-26	07-Aug-26								█	█															█	Shaft wall framing / dens glass
SH02.L5.130	Level 5 finish after building dry-in	3	11-Nov-26	13-Nov-26																								█	Level 5 finish af
L06		66	18-Aug-26	18-Nov-26																									
SH02.L6.100	Install Temp Handrail for Construction use	1	18-Aug-26	18-Aug-26																								█	Install Temp Handrail for Constructio
SH02.L6.110	Install MEP risers in shaft	10	19-Aug-26	01-Sep-26								█	█															█	Install MEP risers in shaft
SH02.L6.120	Shaft wall framing / dens glass	3	02-Sep-26	04-Sep-26								█	█															█	Shaft wall framing / dens glass
SH02.L6.130	Level 5 finish after building dry-in	3	16-Nov-26	18-Nov-26																								█	Level 5 finish a
L07		49	16-Sep-26	23-Nov-26																									
SH02.L7.100	Install Temp Handrail for Construction use	1	16-Sep-26	16-Sep-26																								█	Install Temp Handrail for Con
SH02.L7.110	Install MEP risers in shaft	10	17-Sep-26	30-Sep-26								█	█															█	Install MEP risers in shaft
SH02.L7.120	Shaft wall framing / dens glass	3	01-Oct-26	05-Oct-26								█	█															█	Shaft wall framing / dens
SH02.L7.130	Level 5 finish after building dry-in	3	19-Nov-26	23-Nov-26																								█	Level 5 finish
SH01 - B4 L00-02		345	26-Jun-25	02-Nov-26																									
L00		339	26-Jun-25	23-Oct-26																									
SH01.LL.110	Install MEP risers into shaft	10	26-Jun-25	10-Jul-25								█	█															█	Install MEP risers into shaft
SH01.LL.120	Shaft wall framing / dens glass	3	11-Jul-25	15-Jul-25								█	█															█	Shaft wall framing / dens glass
SH01.LL.130	Level 5 finish after building dry-in	3	21-Oct-26	23-Oct-26																								█	Level 5 finish after bu
L01		291	09-Sep-25	28-Oct-26																									
SH01.L1.100	Install Temp Handrail for Construction use	1	09-Sep-25	09-Sep-25																								█	Install Temp Handrail for Construction use
SH01.L1.110	Install MEP risers in shaft	10	10-Sep-25	23-Sep-25								█	█															█	Install MEP risers in shaft

█ Remaining Level of Effort
 █ Actual Work
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
SH01.L1.120	Shaft wall framing / dens glass	3	24-Sep-25	26-Sep-25																									
SH01.L1.130	Level 5 finish after building dry-in	3	26-Oct-26	28-Oct-26																									
L02		214	02-Jan-26	02-Nov-26																									
SH01.L2.100	Install Temp Handrail for Construction use	1	02-Jan-26	02-Jan-26																									
SH01.L2.110	Install MEP risers out of shaft	10	04-Jun-26	17-Jun-26																									
SH01.L2.120	Shaft wall framing / dens glass	3	18-Jun-26	22-Jun-26																									
SH01.L2.130	Level 5 finish after building dry-in	3	29-Oct-26	02-Nov-26																									
SH08		17	14-Oct-26	05-Nov-26																									
L08		17	14-Oct-26	05-Nov-26																									
SH08.L8.100	Install Temp Handrail for Construction use	1	14-Oct-26	14-Oct-26																									
SH08.L8.110	Install MEP risers in shaft	10	15-Oct-26	28-Oct-26																									
SH08.L8.120	Shaft wall framing / dens glass	3	29-Oct-26	02-Nov-26																									
SH08.L8.130	Level 5 finish after building dry-in	3	03-Nov-26	05-Nov-26																									
INTERIOR FIT OUT		588	01-Jul-25	20-Oct-27																									
Vertical Transportation		97	14-Apr-26	28-Aug-26																									
South Elevator Lobby (Public)		82	05-May-26	28-Aug-26																									
LOWER LEVEL		47	05-May-26	10-Jul-26																									
Fit-Out		42	05-May-26	02-Jul-26																									
LL.A.170	HTF Drywall Walls, Ceilings, Soffits	5	05-May-26	11-May-26																									
LL.A.180	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	12-May-26	20-May-26																									
LL.A.190	Prime & First Coat Paint	5	12-May-26	18-May-26																									
LL.A.200	Install Ceiling Grid	5	19-May-26	26-May-26																									
LL.A.210	Trim Electrical Wall Devices	2	19-May-26	20-May-26																									
LL.A.220	Install LV Devices & Trim	2	19-May-26	20-May-26																									
LL.A.290	Install Wall Protection	5	19-May-26	26-May-26																									
LL.A.230	Install Light Fixtures & Lighting Control Devices	2	03-Jun-26	04-Jun-26																									
LL.A.240	Install Sprinkler Heads	2	03-Jun-26	04-Jun-26																									
LL.A.250	QC & City In-Ceiling Inspections & Corrections	5	05-Jun-26	11-Jun-26																									
LL.A.260	Install Ceiling Tiles	5	12-Jun-26	18-Jun-26																									
LL.A.100	Install Flooring	5	19-Jun-26	25-Jun-26																									
LL.A.280	Final Paint	5	26-Jun-26	02-Jul-26																									
LL.A.270	Install Div 10	3	30-Jun-26	02-Jul-26																									
Punch-Out, Clean, Completion		5	06-Jul-26	10-Jul-26																									
LL.A.160	Punchlist/Construction Clean	5	06-Jul-26	10-Jul-26																									
LEVEL 1		47	12-May-26	17-Jul-26																									
Fit-Out		42	12-May-26	10-Jul-26																									
L1.A.170	HTF Drywall Walls, Ceilings, Soffits	5	12-May-26	18-May-26																									
L1.A.180	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	19-May-26	28-May-26																									
L1.A.190	Prime & First Coat Paint	5	19-May-26	26-May-26																									
L1.A.200	Install Ceiling Grid	5	27-May-26	02-Jun-26																									
L1.A.210	Trim Electrical Wall Devices	2	27-May-26	28-May-26																									
L1.A.220	Install LV Devices & Trim	2	27-May-26	28-May-26																									
L1.A.290	Install Wall Protection	5	27-May-26	02-Jun-26																									
L1.A.230	Install Light Fixtures & Lighting Control Devices	2	10-Jun-26	11-Jun-26																									
L1.A.240	Install Sprinkler Heads	2	10-Jun-26	11-Jun-26																									
L1.A.250	QC & City In-Ceiling Inspections & Corrections	5	12-Jun-26	18-Jun-26																									
L1.A.260	Install Ceiling Tiles	5	19-Jun-26	25-Jun-26																									

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Fit-Out		52	21-Apr-26	02-Jul-26																									
L1.B.100	HTF Drywall Walls, Ceilings, Soffits	5	21-Apr-26	27-Apr-26																									
L1.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	28-Apr-26	06-May-26																									
L1.B.120	Prime & First Coat Paint	5	28-Apr-26	04-May-26																									
L1.B.130	Install Ceiling Grid	5	05-May-26	11-May-26																									
L1.B.140	Trim Electrical Wall Devices	2	05-May-26	06-May-26																									
L1.B.150	Install LV Devices & Trim	2	05-May-26	06-May-26																									
L1.B.160	Install Wall Protection	5	05-May-26	11-May-26																									
L1.B.170	Install Light Fixtures & Lighting Control Devices	2	19-May-26	20-May-26																									
L1.B.180	Install Sprinkler Heads	2	19-May-26	20-May-26																									
L1.B.190	QC & City In-Ceiling Inspections & Corrections	5	21-May-26	28-May-26																									
L1.B.200	Install Ceiling Tiles	5	29-May-26	04-Jun-26																									
L1.B.210	Shot Blast/Grind for Terrazzo Flooring	5	05-Jun-26	11-Jun-26																									
L1.B.220	Install Schluter Strips for Terrazzo Flooring	3	12-Jun-26	16-Jun-26																									
L1.B.230	Install Terrazzo Flooring	1	17-Jun-26	17-Jun-26																									
L1.B.240	Rough Grind Terrazzo Flooring	3	18-Jun-26	22-Jun-26																									
L1.B.250	Final Grind Terrazzo Flooring	2	23-Jun-26	24-Jun-26																									
L1.B.260	Polish & Seal Terrazzo Flooring	1	25-Jun-26	25-Jun-26																									
L1.B.270	Final Paint	5	26-Jun-26	02-Jul-26																									
L1.B.280	Install Div 10	3	30-Jun-26	02-Jul-26																									
Punch-Out, Clean, Completion		5	06-Jul-26	10-Jul-26																									
L1.B.300	Punchlist/Construction Clean	5	06-Jul-26	10-Jul-26																									
LEVEL 2		57	28-Apr-26	17-Jul-26																									
Fit-Out		52	28-Apr-26	10-Jul-26																									
L2.B.100	HTF Drywall Walls, Ceilings, Soffits	5	28-Apr-26	04-May-26																									
L2.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	05-May-26	13-May-26																									
L2.B.120	Prime & First Coat Paint	5	05-May-26	11-May-26																									
L2.B.130	Install Ceiling Grid	5	12-May-26	18-May-26																									
L2.B.140	Trim Electrical Wall Devices	2	12-May-26	13-May-26																									
L2.B.150	Install LV Devices & Trim	2	12-May-26	13-May-26																									
L2.B.160	Install Wall Protection	5	12-May-26	18-May-26																									
L2.B.170	Install Light Fixtures & Lighting Control Devices	2	27-May-26	28-May-26																									
L2.B.180	Install Sprinkler Heads	2	27-May-26	28-May-26																									
L2.B.190	QC & City In-Ceiling Inspections & Corrections	5	29-May-26	04-Jun-26																									
L2.B.200	Install Ceiling Tiles	5	05-Jun-26	11-Jun-26																									
L2.B.210	Shot Blast/Grind for Terrazzo Flooring	5	12-Jun-26	18-Jun-26																									
L2.B.220	Install Schluter Strips for Terrazzo Flooring	3	19-Jun-26	23-Jun-26																									
L2.B.230	Install Terrazzo Flooring	1	24-Jun-26	24-Jun-26																									
L2.B.240	Rough Grind Terrazzo Flooring	3	25-Jun-26	29-Jun-26																									
L2.B.250	Final Grind Terrazzo Flooring	2	30-Jun-26	01-Jul-26																									
L2.B.260	Polish & Seal Terrazzo Flooring	1	02-Jul-26	02-Jul-26																									
L2.B.270	Final Paint	5	06-Jul-26	10-Jul-26																									
L2.B.280	Install Div 10	3	08-Jul-26	10-Jul-26																									
Punch-Out, Clean, Completion		5	13-Jul-26	17-Jul-26																									
L2.B.300	Punchlist/Construction Clean	5	13-Jul-26	17-Jul-26																									
LEVEL 3		57	05-May-26	24-Jul-26																									

- HTF Drywall Walls, Ceilings, Soffits
- Install Fire Alarm Cabling, Ceiling Devices, & Trim
- Prime & First Coat Paint
- Install Ceiling Grid
- Trim Electrical Wall Devices
- Install LV Devices & Trim
- Install Wall Protection
- Install Light Fixtures & Lighting Control Devices
- Install Sprinkler Heads
- QC & City In-Ceiling Inspections & Corrections
- Install Ceiling Tiles
- Shot Blast/Grind for Terrazzo Flooring
- Install Schluter Strips for Terrazzo Flooring
- Install Terrazzo Flooring
- Rough Grind Terrazzo Flooring
- Final Grind Terrazzo Flooring
- Polish & Seal Terrazzo Flooring
- Final Paint
- Install Div 10
- Punchlist/Construction Clean

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Fit-Out		52	05-May-26	17-Jul-26																									
L3.B.100	HTF Drywall Walls, Ceilings, Soffits	5	05-May-26	11-May-26																									
L3.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	12-May-26	20-May-26																									
L3.B.120	Prime & First Coat Paint	5	12-May-26	18-May-26																									
L3.B.130	Install Ceiling Grid	5	19-May-26	26-May-26																									
L3.B.140	Trim Electrical Wall Devices	2	19-May-26	20-May-26																									
L3.B.150	Install LV Devices & Trim	2	19-May-26	20-May-26																									
L3.B.160	Install Wall Protection	5	19-May-26	26-May-26																									
L3.B.170	Install Light Fixtures & Lighting Control Devices	2	03-Jun-26	04-Jun-26																									
L3.B.180	Install Sprinkler Heads	2	03-Jun-26	04-Jun-26																									
L3.B.190	QC & City In-Ceiling Inspections & Corrections	5	05-Jun-26	11-Jun-26																									
L3.B.200	Install Ceiling Tiles	5	12-Jun-26	18-Jun-26																									
L3.B.210	Shot Blast/Grind for Terrazzo Flooring	5	19-Jun-26	25-Jun-26																									
L3.B.220	Install Schluter Strips for Terrazzo Flooring	3	26-Jun-26	30-Jun-26																									
L3.B.230	Install Terrazzo Flooring	1	01-Jul-26	01-Jul-26																									
L3.B.240	Rough Grind Terrazzo Flooring	3	02-Jul-26	07-Jul-26																									
L3.B.250	Final Grind Terrazzo Flooring	2	08-Jul-26	09-Jul-26																									
L3.B.260	Polish & Seal Terrazzo Flooring	1	10-Jul-26	10-Jul-26																									
L3.B.270	Final Paint	5	13-Jul-26	17-Jul-26																									
L3.B.280	Install Div 10	3	15-Jul-26	17-Jul-26																									
Punch-Out, Clean, Completion		5	20-Jul-26	24-Jul-26																									
L3.B.300	Punchlist/Construction Clean	5	20-Jul-26	24-Jul-26																									
LEVEL 4		57	12-May-26	31-Jul-26																									
Fit-Out		52	12-May-26	24-Jul-26																									
L4.B.100	HTF Drywall Walls, Ceilings, Soffits	5	12-May-26	18-May-26																									
L4.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	19-May-26	28-May-26																									
L4.B.120	Prime & First Coat Paint	5	19-May-26	26-May-26																									
L4.B.130	Install Ceiling Grid	5	27-May-26	02-Jun-26																									
L4.B.140	Trim Electrical Wall Devices	2	27-May-26	28-May-26																									
L4.B.150	Install LV Devices & Trim	2	27-May-26	28-May-26																									
L4.B.160	Install Wall Protection	5	27-May-26	02-Jun-26																									
L4.B.170	Install Light Fixtures & Lighting Control Devices	2	10-Jun-26	11-Jun-26																									
L4.B.180	Install Sprinkler Heads	2	10-Jun-26	11-Jun-26																									
L4.B.190	QC & City In-Ceiling Inspections & Corrections	5	12-Jun-26	18-Jun-26																									
L4.B.200	Install Ceiling Tiles	5	19-Jun-26	25-Jun-26																									
L4.B.210	Shot Blast/Grind for Terrazzo Flooring	5	26-Jun-26	02-Jul-26																									
L4.B.220	Install Schluter Strips for Terrazzo Flooring	3	06-Jul-26	08-Jul-26																									
L4.B.230	Install Terrazzo Flooring	1	09-Jul-26	09-Jul-26																									
L4.B.240	Rough Grind Terrazzo Flooring	3	10-Jul-26	14-Jul-26																									
L4.B.250	Final Grind Terrazzo Flooring	2	15-Jul-26	16-Jul-26																									
L4.B.260	Polish & Seal Terrazzo Flooring	1	17-Jul-26	17-Jul-26																									
L4.B.270	Final Paint	5	20-Jul-26	24-Jul-26																									
L4.B.280	Install Div 10	3	22-Jul-26	24-Jul-26																									
Punch-Out, Clean, Completion		5	27-Jul-26	31-Jul-26																									
L4.B.300	Punchlist/Construction Clean	5	27-Jul-26	31-Jul-26																									
LEVEL 5		57	19-May-26	07-Aug-26																									

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Fit-Out		52	19-May-26	31-Jul-26																									
L5.B.100	HTF Drywall Walls, Ceilings, Soffits	5	19-May-26	26-May-26																									
L5.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	27-May-26	04-Jun-26																									
L5.B.120	Prime & First Coat Paint	5	27-May-26	02-Jun-26																									
L5.B.130	Install Ceiling Grid	5	03-Jun-26	09-Jun-26																									
L5.B.140	Trim Electrical Wall Devices	2	03-Jun-26	04-Jun-26																									
L5.B.150	Install LV Devices & Trim	2	03-Jun-26	04-Jun-26																									
L5.B.160	Install Wall Protection	5	03-Jun-26	09-Jun-26																									
L5.B.170	Install Light Fixtures & Lighting Control Devices	2	17-Jun-26	18-Jun-26																									
L5.B.180	Install Sprinkler Heads	2	17-Jun-26	18-Jun-26																									
L5.B.190	QC & City In-Ceiling Inspections & Corrections	5	19-Jun-26	25-Jun-26																									
L5.B.200	Install Ceiling Tiles	5	26-Jun-26	02-Jul-26																									
L5.B.210	Shot Blast/Grind for Terrazzo Flooring	5	06-Jul-26	10-Jul-26																									
L5.B.220	Install Schluter Strips for Terrazzo Flooring	3	13-Jul-26	15-Jul-26																									
L5.B.230	Install Terrazzo Flooring	1	16-Jul-26	16-Jul-26																									
L5.B.240	Rough Grind Terrazzo Flooring	3	17-Jul-26	21-Jul-26																									
L5.B.250	Final Grind Terrazzo Flooring	2	22-Jul-26	23-Jul-26																									
L5.B.260	Polish & Seal Terrazzo Flooring	1	24-Jul-26	24-Jul-26																									
L5.B.270	Final Paint	5	27-Jul-26	31-Jul-26																									
L5.B.280	Install Div 10	3	29-Jul-26	31-Jul-26																									
Punch-Out, Clean, Completion		5	03-Aug-26	07-Aug-26																									
L5.B.300	Punchlist/Construction Clean	5	03-Aug-26	07-Aug-26																									
LEVEL 6		57	27-May-26	14-Aug-26																									
Fit-Out		52	27-May-26	07-Aug-26																									
L6.B.100	HTF Drywall Walls, Ceilings, Soffits	5	27-May-26	02-Jun-26																									
L6.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	03-Jun-26	11-Jun-26																									
L6.B.120	Prime & First Coat Paint	5	03-Jun-26	09-Jun-26																									
L6.B.130	Install Ceiling Grid	5	10-Jun-26	16-Jun-26																									
L6.B.140	Trim Electrical Wall Devices	2	10-Jun-26	11-Jun-26																									
L6.B.150	Install LV Devices & Trim	2	10-Jun-26	11-Jun-26																									
L6.B.160	Install Wall Protection	5	10-Jun-26	16-Jun-26																									
L6.B.170	Install Light Fixtures & Lighting Control Devices	2	24-Jun-26	25-Jun-26																									
L6.B.180	Install Sprinkler Heads	2	24-Jun-26	25-Jun-26																									
L6.B.190	QC & City In-Ceiling Inspections & Corrections	5	26-Jun-26	02-Jul-26																									
L6.B.200	Install Ceiling Tiles	5	06-Jul-26	10-Jul-26																									
L6.B.210	Shot Blast/Grind for Terrazzo Flooring	5	13-Jul-26	17-Jul-26																									
L6.B.220	Install Schluter Strips for Terrazzo Flooring	3	20-Jul-26	22-Jul-26																									
L6.B.230	Install Terrazzo Flooring	1	23-Jul-26	23-Jul-26																									
L6.B.240	Rough Grind Terrazzo Flooring	3	24-Jul-26	28-Jul-26																									
L6.B.250	Final Grind Terrazzo Flooring	2	29-Jul-26	30-Jul-26																									
L6.B.260	Polish & Seal Terrazzo Flooring	1	31-Jul-26	31-Jul-26																									
L6.B.270	Final Paint	5	03-Aug-26	07-Aug-26																									
L6.B.280	Install Div 10	3	05-Aug-26	07-Aug-26																									
Punch-Out, Clean, Completion		5	10-Aug-26	14-Aug-26																									
L6.B.300	Punchlist/Construction Clean	5	10-Aug-26	14-Aug-26																									
LEVEL 7		57	03-Jun-26	21-Aug-26																									

- HTF Drywall Walls, Ceilings, Soffits
- Install Fire Alarm Cabling, Ceiling Devices, & Trim
- Prime & First Coat Paint
- Install Ceiling Grid
- Trim Electrical Wall Devices
- Install LV Devices & Trim
- Install Wall Protection
- Install Light Fixtures & Lighting Control Devices
- Install Sprinkler Heads
- QC & City In-Ceiling Inspections & Corrections
- Install Ceiling Tiles
- Shot Blast/Grind for Terrazzo Flooring
- Install Schluter Strips for Terrazzo Flooring
- Install Terrazzo Flooring
- Rough Grind Terrazzo Flooring
- Final Grind Terrazzo Flooring
- Polish & Seal Terrazzo Flooring
- Final Paint
- Install Div 10
- Punchlist/Construction Clean

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Fit-Out					52	03-Jun-26	14-Aug-26																						
L7.B.100	HTF Drywall Walls, Ceilings, Soffits	5	03-Jun-26	09-Jun-26																									
L7.B.110	Install Fire Alarm Cabling, Ceiling Devices, & Trim	7	10-Jun-26	18-Jun-26																									
L7.B.120	Prime & First Coat Paint	5	10-Jun-26	16-Jun-26																									
L7.B.130	Install Ceiling Grid	5	17-Jun-26	23-Jun-26																									
L7.B.140	Trim Electrical Wall Devices	2	17-Jun-26	18-Jun-26																									
L7.B.150	Install LV Devices & Trim	2	17-Jun-26	18-Jun-26																									
L7.B.160	Install Wall Protection	5	17-Jun-26	23-Jun-26																									
L7.B.170	Install Light Fixtures & Lighting Control Devices	2	01-Jul-26	02-Jul-26																									
L7.B.180	Install Sprinkler Heads	2	01-Jul-26	02-Jul-26																									
L7.B.190	QC & City In-Ceiling Inspections & Corrections	5	06-Jul-26	10-Jul-26																									
L7.B.200	Install Ceiling Tiles	5	13-Jul-26	17-Jul-26																									
L7.B.210	Shot Blast/Grind for Terrazzo Flooring	5	20-Jul-26	24-Jul-26																									
L7.B.220	Install Schluter Strips for Terrazzo Flooring	3	27-Jul-26	29-Jul-26																									
L7.B.230	Install Terrazzo Flooring	1	30-Jul-26	30-Jul-26																									
L7.B.240	Rough Grind Terrazzo Flooring	3	31-Jul-26	04-Aug-26																									
L7.B.250	Final Grind Terrazzo Flooring	2	05-Aug-26	06-Aug-26																									
L7.B.260	Polish & Seal Terrazzo Flooring	1	07-Aug-26	07-Aug-26																									
L7.B.270	Final Paint	5	10-Aug-26	14-Aug-26																									
L7.B.280	Install Div 10	3	12-Aug-26	14-Aug-26																									
Punch-Out, Clean, Completion					5	17-Aug-26	21-Aug-26																						
L7.B.300	Punchlist/Construction Clean	5	17-Aug-26	21-Aug-26																									
LOWER LEVEL					577	01-Jul-25	05-Oct-27																						
*LOWER LEVEL AREA C					328	24-Jul-25	04-Nov-26																						
Rough-In					231	24-Jul-25	18-Jun-26																						
LL.C.140	Frame & Top Out Priority Walls	15	24-Jul-25	13-Aug-25																									
LL.C.100	Layout/Install Top & Bottom Track	10	14-Aug-25	27-Aug-25																									
LL.C.110	Start Interior Rough LL Area C	0	14-Aug-25																										
Overhead Rough					70	22-Jan-26	29-Apr-26																						
LL.C.130	Layout Overhead MEP's	5	22-Jan-26	28-Jan-26																									
LL.C.150	Install Ductwork	20	29-Jan-26	25-Feb-26																									
LL.C.210	Install Plumbing San & STS (OH)	20	29-Jan-26	25-Feb-26																									
LL.C.160	Install P-Tube (OH)	10	29-Jan-26	11-Feb-26																									
LL.C.170	Install Mechanical Piping	15	05-Feb-26	25-Feb-26																									
LL.C.200	Install Plumbing Domestic Water (OH)	20	26-Feb-26	25-Mar-26																									
LL.C.190	DALT/Pressure Testing	2	26-Feb-26	27-Feb-26																									
LL.C.400	Insulate all Horizontal STS Piping	3	26-Feb-26	02-Mar-26																									
LL.C.240	Pressure Test Mechanical Piping	2	26-Feb-26	27-Feb-26																									
LL.C.380	Insulate Ductwork	10	02-Mar-26	13-Mar-26																									
LL.C.410	Insulate Mechanical Piping	10	02-Mar-26	13-Mar-26																									
LL.C.440	Install Fire Protection Rough (OH)	15	16-Mar-26	03-Apr-26																									
LL.C.260	Install Med Gas Piping (OH)	15	26-Mar-26	15-Apr-26																									
LL.C.270	Install Electrical Rough (OH)	25	26-Mar-26	29-Apr-26																									
In-Wall Rough					80	26-Feb-26	18-Jun-26																						
LL.C.180	Frame Interior Partitions & Soffits	15	26-Feb-26	18-Mar-26																									
LL.C.220	Install Plumbing In-Wall Rough	15	19-Mar-26	08-Apr-26																									

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
LL.BS.230	Install Electrical In-Wall Rough	10	15-Jan-26	28-Jan-26																						Install Electrical In-Wall Rough			
LL.BS.290	Install Controls/BAS In-Wall Rough	7	15-Jan-26	23-Jan-26																						Install Controls/BAS In-Wall Rough			
LL.BS.240	Install Low Voltage In-Wall Rough	10	15-Jan-26	28-Jan-26																						Install Low Voltage In-Wall Rough			
LL.BS.300	Install Fire Alarm In-Wall Rough	10	15-Jan-26	28-Jan-26																						Install Fire Alarm In-Wall Rough			
LL.BS.330	Pressure Test Domestic Water	2	29-Jan-26	30-Jan-26																						Pressure Test Domestic Water			
LL.BS.350	Pressure Test Plumbing Piping (IW)	2	29-Jan-26	30-Jan-26																						Pressure Test Plumbing Piping (IW)			
LL.BS.360	Pull Low Voltage Cabling	10	29-Jan-26	11-Feb-26																						Pull Low Voltage Cabling			
LL.BS.370	Pressure Test Med Gas Piping	2	29-Jan-26	30-Jan-26																						Pressure Test Med Gas Piping			
LL.BS.380	Pull Conductors	10	29-Jan-26	11-Feb-26																						Pull Conductors			
LL.BS.430	Insulate In-Wall Plumbing	5	02-Feb-26	06-Feb-26																						Insulate In-Wall Plumbing			
LL.BS.440	QA/QC & City In-Wall Inspections & Corrections	15	09-Feb-26	27-Feb-26																						QA/QC & City In-Wall Inspections & Corrections			
LL.BS.450	QA/QC Pre-Grid Inspections & Corrections	20	16-Feb-26	13-Mar-26																						QA/QC Pre-Grid Inspections & Corrections			
Fit-Out		107	05-May-26	05-Oct-26																									
LL.BS.460	HTF Drywall Walls, Ceilings, Soffits	15	05-May-26	26-May-26																						HTF Drywall Walls, Ceilings, Soffits			
LL.BS.470	Install Fire Alarm Cabling	7	27-May-26	04-Jun-26																						Install Fire Alarm Cabling			
LL.BS.480	Prime & First Coat Paint	10	27-May-26	09-Jun-26																						Prime & First Coat Paint			
LL.BS.490	Install Ceiling Grid (ACT & Wood)	15	10-Jun-26	30-Jun-26																						Install Ceiling Grid (ACT & Wood)			
LL.BS.510	Trim Electrical Wall Devices	7	10-Jun-26	18-Jun-26																						Trim Electrical Wall Devices			
LL.BS.520	Install LV Devices & Trim	7	10-Jun-26	18-Jun-26																						Install LV Devices & Trim			
LL.BS.530	Install Med Gas Trim	4	10-Jun-26	15-Jun-26																						Install Med Gas Trim			
LL.BS.690	Install Wall Protection	5	10-Jun-26	16-Jun-26																						Install Wall Protection			
LL.BS.700	Install Wall & Floor Tile in Bathrooms	5	10-Jun-26	16-Jun-26																						Install Wall & Floor Tile in Bathrooms			
LL.BS.540	Med Gas Certifications	1	16-Jun-26	16-Jun-26																						Med Gas Certifications			
LL.BS.570	Install Light Fixtures & Lighting Control Devices	8	24-Jun-26	06-Jul-26																						Install Light Fixtures & Lighting Control Devices			
LL.BS.580	Install Sprinkler Heads	8	24-Jun-26	06-Jul-26																						Install Sprinkler Heads			
LL.BS.560	Install Fire Alarm Ceiling Devices & Trim	5	01-Jul-26	08-Jul-26																						Install Fire Alarm Ceiling Devices & Trim			
LL.BS.600	QC & City In-Ceiling Inspections & Corrections	15	09-Jul-26	29-Jul-26																						QC & City In-Ceiling Inspections & Corrections			
LL.BS.620	Install Ceiling Tiles (ACT)	5	30-Jul-26	05-Aug-26																						Install Ceiling Tiles (ACT)			
LL.BS.660	Install Wood Ceiling Panels	20	30-Jul-26	26-Aug-26																						Install Wood Ceiling Panels			
LL.BS.630	Install Flooring	15	06-Aug-26	26-Aug-26																						Install Flooring			
LL.BS.500	Install Millwork	10	27-Aug-26	10-Sep-26																						Install Millwork			
LL.BS.640	Install Doors & Hardware	10	27-Aug-26	10-Sep-26																						Install Doors & Hardware			
LL.BS.710	ICU Doors	5	27-Aug-26	02-Sep-26																						ICU Doors			
LL.BS.720	Install Architectural Finishes	20	27-Aug-26	24-Sep-26																						Install Architectural Finishes			
LL.BS.680	Install Interior Glazing	5	04-Sep-26	11-Sep-26																						Install Interior Glazing			
LL.BS.550	Install Plumbing Fixtures	7	11-Sep-26	21-Sep-26																						Install Plumbing Fixtures			
LL.BS.590	Final Paint	10	22-Sep-26	05-Oct-26																						Final Paint			
LL.BS.610	Install Div 10	5	29-Sep-26	05-Oct-26																						Install Div 10			
Punch-Out, Clean, Completion		5	06-Oct-26	12-Oct-26																									
LL.BS.650	Punchlist/Construction Clean	5	06-Oct-26	12-Oct-26																						Punchlist/Construction			
*LOWER LEVEL AREA AN		378	15-Aug-25	09-Feb-27																									
Rough-In		271	15-Aug-25	08-Sep-26																									
LL.AN.660	Frame & Top Out Priority Walls Pour 5	10	15-Aug-25	28-Aug-25																						Frame & Top Out Priority Walls Pour 5			
LL.AN.140	Frame & Top Out Priority Walls Pour 6	15	27-Aug-25	17-Sep-25																						Frame & Top Out Priority Walls Pour 6			
LL.AN.120	Layout/Install Top & Bottom Track	10	15-Jun-26	26-Jun-26																						Layout/Install Top & Bottom Track			

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
LL.AN.100	Start Interior Rough LL Area AN	0	15-Jun-26																								◆ Start Interior Rough LL Area AN		
LL.AN.730	Install Drainage for Semi Dry-in Area A	5	22-Jun-26	26-Jun-26																							■ Install Drainage for Semi Dry-in Area A		
Overhead Rough		57	18-Jun-26	08-Sep-26																									
LL.AN.130	Layout Overhead MEP's	5	18-Jun-26	24-Jun-26																							■ Layout Overhead MEP's		
LL.AN.150	Install Ductwork	20	25-Jun-26	23-Jul-26																							■ Install Ductwork		
LL.AN.280	Install P-Tube (OH)	5	25-Jun-26	01-Jul-26																							■ Install P-Tube (OH)		
LL.AN.160	Install Mechanical Piping	15	02-Jul-26	23-Jul-26																							■ Install Mechanical Piping		
LL.AN.170	Install Plumbing Domestic Water (OH)	15	02-Jul-26	23-Jul-26																							■ Install Plumbing Domestic Water (OH)		
LL.AN.180	Install Med Gas Piping (OH)	15	02-Jul-26	23-Jul-26																							■ Install Med Gas Piping (OH)		
LL.AN.250	Install Plumbing San & STS (OH)	15	02-Jul-26	23-Jul-26																							■ Install Plumbing San & STS (OH)		
LL.AN.200	Install Electrical Rough (OH)	15	02-Jul-26	23-Jul-26																							■ Install Electrical Rough (OH)		
LL.AN.260	Install Fire Protection Rough (OH)	15	02-Jul-26	23-Jul-26																							■ Install Fire Protection Rough (OH)		
LL.AN.270	Install BAS Conduit (OH)	15	02-Jul-26	23-Jul-26																							■ Install BAS Conduit (OH)		
LL.AN.310	Install Electric Feeders	10	24-Jul-26	06-Aug-26																							■ Install Electric Feeders		
LL.AN.320	DALT/Pressure Testing	2	24-Jul-26	27-Jul-26																							■ DALT/Pressure Testing		
LL.AN.330	Pressure Test Domestic Water	2	24-Jul-26	27-Jul-26																							■ Pressure Test Domestic Water		
LL.AN.410	Insulate all Horizontal STS Piping	3	24-Jul-26	28-Jul-26																							■ Insulate all Horizontal STS Piping		
LL.AN.340	Pressure Test Mechanical Piping	2	24-Jul-26	27-Jul-26																							■ Pressure Test Mechanical Piping		
LL.AN.390	Insulate Ductwork	10	28-Jul-26	10-Aug-26																							■ Insulate Ductwork		
LL.AN.400	Insulate Domestic Water Piping	10	28-Jul-26	10-Aug-26																							■ Insulate Domestic Water Piping		
LL.AN.420	Insulate Mechanical Piping	10	28-Jul-26	10-Aug-26																							■ Insulate Mechanical Piping		
LL.AN.450	QA/QC Pre-Grid Inspections & Corrections	20	11-Aug-26	08-Sep-26																							■ QA/QC Pre-Grid Inspections & Corrections		
In-Wall Rough		45	29-Jun-26	31-Aug-26																									
LL.AN.190	Frame Interior Partitions & Soffits	10	29-Jun-26	13-Jul-26																							■ Frame Interior Partitions & Soffits		
LL.AN.210	Install Plumbing In-Wall Rough	10	14-Jul-26	27-Jul-26																							■ Install Plumbing In-Wall Rough		
LL.AN.220	Install Med Gas In-Wall Rough	10	14-Jul-26	27-Jul-26																							■ Install Med Gas In-Wall Rough		
LL.AN.230	Install Electrical In-Wall Rough	10	14-Jul-26	27-Jul-26																							■ Install Electrical In-Wall Rough		
LL.AN.290	Install Controls/BAS In-Wall Rough	7	14-Jul-26	22-Jul-26																							■ Install Controls/BAS In-Wall Rough		
LL.AN.240	Install Low Voltage In-Wall Rough	10	14-Jul-26	27-Jul-26																							■ Install Low Voltage In-Wall Rough		
LL.AN.300	Install Fire Alarm In-Wall Rough	10	14-Jul-26	27-Jul-26																							■ Install Fire Alarm In-Wall Rough		
LL.AN.350	Pressure Test Plumbing Piping (IW)	2	28-Jul-26	29-Jul-26																							■ Pressure Test Plumbing Piping (IW)		
LL.AN.360	Pull Low Voltage Cabling	10	28-Jul-26	10-Aug-26																							■ Pull Low Voltage Cabling		
LL.AN.370	Pressure Test Med Gas Piping	2	28-Jul-26	29-Jul-26																							■ Pressure Test Med Gas Piping		
LL.AN.380	Pull Conductors	10	28-Jul-26	10-Aug-26																							■ Pull Conductors		
LL.AN.430	Insulate In-Wall Plumbing	5	30-Jul-26	05-Aug-26																							■ Insulate In-Wall Plumbing		
LL.AN.440	QA/QC & City In-Wall Inspections & Corrections	15	11-Aug-26	31-Aug-26																							■ QA/QC & City In-Wall Inspections & Corrections		
Fit-Out		107	01-Sep-26	02-Feb-27																									
LL.AN.460	HTF Drywall Walls, Ceilings, Soffits	15	01-Sep-26	22-Sep-26																							■ HTF Drywall Walls, Ceilings, Soffits		
LL.AN.470	Install Fire Alarm Cabling	7	23-Sep-26	01-Oct-26																							■ Install Fire Alarm Cabling		
LL.AN.480	Prime & First Coat Paint	10	23-Sep-26	06-Oct-26																							■ Prime & First Coat Paint		
LL.AN.490	Install Ceiling Grid (ACT & Wood)	15	07-Oct-26	27-Oct-26																							■ Install Ceiling Grid (ACT & Wood)		
LL.AN.510	Trim Electrical Wall Devices	7	07-Oct-26	15-Oct-26																							■ Trim Electrical Wall Devices		
LL.AN.520	Install LV Devices & Trim	7	07-Oct-26	15-Oct-26																							■ Install LV Devices & Trim		
LL.AN.530	Install Med Gas Trim	4	07-Oct-26	12-Oct-26																							■ Install Med Gas Trim		
LL.AN.690	Install Wall Protection	5	07-Oct-26	13-Oct-26																							■ Install Wall Protection		

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L1.C.950	Install Med Gas Piping (OH)	15	10-Nov-25	01-Dec-25													█	█											
L1.C.960	Install Plumbing San & STS (OH)	15	10-Nov-25	01-Dec-25													█	█											
L1.C.1010	Install Electrical Rough (OH)	15	10-Nov-25	01-Dec-25													█	█											
L1.C.1020	Install Fire Protection Rough (OH)	15	10-Nov-25	01-Dec-25													█	█											
L1.C.1030	Install BAS Conduit (OH)	15	10-Nov-25	01-Dec-25													█	█											
L1.C.970	Install Electric Feeders	10	02-Dec-25	15-Dec-25													█	█											
L1.C.980	DALT/Pressure Testing	2	02-Dec-25	03-Dec-25													█	█											
L1.C.1050	Pressure Test Domestic Water	2	02-Dec-25	03-Dec-25													█	█											
L1.C.1070	Insulate all Horizontal STS Piping	3	02-Dec-25	04-Dec-25													█	█											
L1.C.1080	Pressure Test Mechanical Piping	2	02-Dec-25	03-Dec-25													█	█											
L1.C.990	Insulate Ductwork	10	04-Dec-25	17-Dec-25													█	█											
L1.C.1060	Insulate Domestic Water Piping	10	04-Dec-25	17-Dec-25													█	█											
L1.C.1090	Insulate Mechanical Piping	10	04-Dec-25	17-Dec-25													█	█											
L1.C.1440	QA/QC Pre-Grid Inspections & Corrections	20	18-Dec-25	16-Jan-26													█	█											
In-Wall Rough		42	03-Nov-25	02-Jan-26																									
L1.C.1000	Frame Interior Partitions & Soffits	10	03-Nov-25	14-Nov-25													█	█											
L1.C.1100	Install Plumbing In-Wall Rough	10	17-Nov-25	01-Dec-25													█	█											
L1.C.1110	Install Med Gas In-Wall Rough	10	17-Nov-25	01-Dec-25													█	█											
L1.C.1120	Install Electrical In-Wall Rough	10	17-Nov-25	01-Dec-25													█	█											
L1.C.1130	Install Controls/BAS In-Wall Rough	7	17-Nov-25	25-Nov-25													█	█											
L1.C.1140	Install Low Voltage In-Wall Rough	10	17-Nov-25	01-Dec-25													█	█											
L1.C.1150	Install Fire Alarm In-Wall Rough	10	17-Nov-25	01-Dec-25													█	█											
L1.C.1160	Pressure Test Plumbing Piping (IW)	2	02-Dec-25	03-Dec-25													█	█											
L1.C.1180	Pull Low Voltage Cabling	10	02-Dec-25	15-Dec-25													█	█											
L1.C.1190	Pressure Test Med Gas Piping	2	02-Dec-25	03-Dec-25													█	█											
L1.C.1230	Pull Conductors	10	02-Dec-25	15-Dec-25													█	█											
L1.C.1170	Insulate In-Wall Plumbing	5	04-Dec-25	10-Dec-25													█	█											
L1.C.1200	QA/QC & City In-Wall Inspections & Corrections	15	11-Dec-25	02-Jan-26													█	█											
Fit-Out		107	05-Jan-26	03-Jun-26																									
L1.C.1210	HTF Drywall Walls, Ceilings, Soffits	15	05-Jan-26	23-Jan-26													█	█											
L1.C.1220	Install Fire Alarm Cabling	7	26-Jan-26	03-Feb-26													█	█											
L1.C.1240	Prime & First Coat Paint	10	26-Jan-26	06-Feb-26													█	█											
L1.C.1250	Install Ceiling Grid (ACT & Wood)	15	09-Feb-26	27-Feb-26													█	█											
L1.C.1270	Trim Electrical Wall Devices	7	09-Feb-26	17-Feb-26													█	█											
L1.C.1290	Install LV Devices & Trim	7	09-Feb-26	17-Feb-26													█	█											
L1.C.1310	Install Med Gas Trim	4	09-Feb-26	12-Feb-26													█	█											
L1.C.1350	Med Gas Certifications	1	13-Feb-26	13-Feb-26													█	█											
L1.C.1320	Install Light Fixtures & Lighting Control Devices	8	23-Feb-26	04-Mar-26													█	█											
L1.C.1330	Install Sprinkler Heads	8	23-Feb-26	04-Mar-26													█	█											
L1.C.1300	Install Fire Alarm Ceiling Devices & Trim	5	02-Mar-26	06-Mar-26													█	█											
L1.C.1340	QC & City In-Ceiling Inspections & Corrections	15	09-Mar-26	27-Mar-26													█	█											
L1.C.1360	Install Ceiling Tiles (ACT)	5	30-Mar-26	03-Apr-26													█	█											
L1.C.1470	Install Wood Ceiling Panels	10	30-Mar-26	10-Apr-26													█	█											
L1.C.1370	Install Flooring	15	06-Apr-26	24-Apr-26													█	█											
L1.C.1260	Install Millwork	10	27-Apr-26	08-May-26													█	█											

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L1.BS.190	Install Plumbing San & STS (OH)	15	23-Jun-26	14-Jul-26																							Install Plumbing San & STS (OH)		
L1.BS.210	Install Electrical Rough (OH)	15	23-Jun-26	14-Jul-26																							Install Electrical Rough (OH)		
L1.BS.220	Install Fire Protection Rough (OH)	15	23-Jun-26	14-Jul-26																							Install Fire Protection Rough (OH)		
L1.BS.230	Install BAS Conduit (OH)	15	23-Jun-26	14-Jul-26																							Install BAS Conduit (OH)		
L1.BS.310	Install Electric Feeders	10	15-Jul-26	28-Jul-26																							Install Electric Feeders		
L1.BS.320	DALT/Pressure Testing	2	15-Jul-26	16-Jul-26																							DALT/Pressure Testing		
L1.BS.330	Pressure Test Domestic Water	2	15-Jul-26	16-Jul-26																							Pressure Test Domestic Water		
L1.BS.340	Insulate all Horizontal STS Piping	3	15-Jul-26	17-Jul-26																							Insulate all Horizontal STS Piping		
L1.BS.350	Pressure Test Mechanical Piping	2	15-Jul-26	16-Jul-26																							Pressure Test Mechanical Piping		
L1.BS.360	Insulate Ductwork	10	17-Jul-26	30-Jul-26																							Insulate Ductwork		
L1.BS.370	Insulate Domestic Water Piping	10	17-Jul-26	30-Jul-26																							Insulate Domestic Water Piping		
L1.BS.380	Insulate Mechanical Piping	10	17-Jul-26	30-Jul-26																							Insulate Mechanical Piping		
L1.BS.450	QA/QC Pre-Grid Inspections & Corrections	20	31-Jul-26	27-Aug-26																							QA/QC Pre-Grid Inspections & Corrections		
In-Wall Rough		42	11-Jun-26	10-Aug-26																									
L1.BS.200	Frame Interior Partitions & Soffits	10	11-Jun-26	24-Jun-26																							Frame Interior Partitions & Soffits		
L1.BS.250	Install Plumbing In-Wall Rough	10	25-Jun-26	09-Jul-26																							Install Plumbing In-Wall Rough		
L1.BS.260	Install Med Gas In-Wall Rough	10	25-Jun-26	09-Jul-26																							Install Med Gas In-Wall Rough		
L1.BS.270	Install Electrical In-Wall Rough	10	25-Jun-26	09-Jul-26																							Install Electrical In-Wall Rough		
L1.BS.280	Install Controls/BAS In-Wall Rough	7	25-Jun-26	06-Jul-26																							Install Controls/BAS In-Wall Rough		
L1.BS.290	Install Low Voltage In-Wall Rough	10	25-Jun-26	09-Jul-26																							Install Low Voltage In-Wall Rough		
L1.BS.300	Install Fire Alarm In-Wall Rough	10	25-Jun-26	09-Jul-26																							Install Fire Alarm In-Wall Rough		
L1.BS.390	Pressure Test Plumbing Piping (IW)	2	10-Jul-26	13-Jul-26																							Pressure Test Plumbing Piping (IW)		
L1.BS.430	Insulate In-Wall Plumbing	5	14-Jul-26	20-Jul-26																							Insulate In-Wall Plumbing		
L1.BS.400	Pull Low Voltage Cabling	10	15-Jul-26	28-Jul-26																							Pull Low Voltage Cabling		
L1.BS.410	Pressure Test Med Gas Piping	2	15-Jul-26	16-Jul-26																							Pressure Test Med Gas Piping		
L1.BS.420	Pull Conductors	10	15-Jul-26	28-Jul-26																							Pull Conductors		
L1.BS.440	QA/QC & City In-Wall Inspections & Corrections	15	21-Jul-26	10-Aug-26																							QA/QC & City In-Wall Inspections & Corrections		
Fit-Out		107	11-Aug-26	12-Jan-27																									
L1.BS.460	HTF Drywall Walls, Ceilings, Soffits	15	11-Aug-26	31-Aug-26																							HTF Drywall Walls, Ceilings, Soffits		
L1.BS.470	Install Fire Alarm Cabling	7	01-Sep-26	10-Sep-26																							Install Fire Alarm Cabling		
L1.BS.480	Prime & First Coat Paint	10	01-Sep-26	15-Sep-26																							Prime & First Coat Paint		
L1.BS.490	Install Ceiling Grid (ACT & Wood)	15	16-Sep-26	06-Oct-26																							Install Ceiling Grid (ACT & Wood)		
L1.BS.510	Trim Electrical Wall Devices	7	16-Sep-26	24-Sep-26																							Trim Electrical Wall Devices		
L1.BS.520	Install LV Devices & Trim	7	16-Sep-26	24-Sep-26																							Install LV Devices & Trim		
L1.BS.530	Install Med Gas Trim	4	16-Sep-26	21-Sep-26																							Install Med Gas Trim		
L1.BS.690	Install Wall Protection	5	16-Sep-26	22-Sep-26																							Install Wall Protection		
L1.BS.700	Install Wall & Floor Tile in Bathrooms	5	16-Sep-26	22-Sep-26																							Install Wall & Floor Tile in Bathrooms		
L1.BS.540	Med Gas Certifications	1	22-Sep-26	22-Sep-26																							Med Gas Certifications		
L1.BS.570	Install Light Fixtures & Lighting Control Devices	8	30-Sep-26	09-Oct-26																							Install Light Fixtures & Lighting Control Devices		
L1.BS.580	Install Sprinkler Heads	8	30-Sep-26	09-Oct-26																							Install Sprinkler Heads		
L1.BS.560	Install Fire Alarm Ceiling Devices & Trim	5	07-Oct-26	13-Oct-26																							Install Fire Alarm Ceiling Devices & Trim		
L1.BS.600	QC & City In-Ceiling Inspections & Corrections	15	14-Oct-26	03-Nov-26																							QC & City In-Ceiling Inspections & Corrections		
L1.BS.620	Install Ceiling Tiles (ACT)	5	04-Nov-26	10-Nov-26																							Install Ceiling Tiles (ACT)		
L1.BS.1470	Install Wood Ceiling Panels	20	04-Nov-26	02-Dec-26																							Install Wood Ceiling Panels		
L1.BS.630	Install Flooring	15	11-Nov-26	02-Dec-26																							Install Flooring		

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L1.L.680	Install Interior Glazing	5	28-Jul-27	03-Aug-27																									
L1.L.590	Final Paint	10	04-Aug-27	17-Aug-27																									
L1.L.610	Install Div 10	5	11-Aug-27	17-Aug-27																									
Punch-Out, Clean, Completion		5	18-Aug-27	24-Aug-27																									
L1.L.650	Punchlist/Construction Clean	5	18-Aug-27	24-Aug-27																									
Final Floor Completion		40	25-Aug-27	20-Oct-27																									
L1.500	TAB, Commissioning, Final Clean - Level 1	40	25-Aug-27	20-Oct-27																									
LEVEL 02		463	27-Oct-25	19-Aug-27																									
LEVEL 02 AREABN		350	27-Oct-25	11-Mar-27																									
Rough-In		238	27-Oct-25	01-Oct-26																									
L2.BN.140	Frame & Top Out Priority Walls	15	27-Oct-25	14-Nov-25																									
L2.BN.110	Start Interior Rough Lvl. , Area	0	06-Feb-26																										
L2.BN.1460	Float Floors for Layout	5	06-Feb-26	12-Feb-26																									
L2.BN.100	Layout/Install Top & Bottom Track	10	13-Feb-26	26-Feb-26																									
L2.BN.660	Install Drainage for Semi Dry-in Area B	5	28-Jul-26	03-Aug-26																									
Overhead Rough		57	18-Feb-26	07-May-26																									
L2.BN.130	Layout Overhead MEP's	5	18-Feb-26	24-Feb-26																									
L2.BN.150	Install Ductwork	20	25-Feb-26	24-Mar-26																									
L2.BN.240	Install P-Tube (OH)	5	25-Feb-26	03-Mar-26																									
L2.BN.160	Install Mechanical Piping	15	04-Mar-26	24-Mar-26																									
L2.BN.170	Install Plumbing Domestic Water (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.180	Install Med Gas Piping (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.190	Install Plumbing San & STS (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.210	Install Electrical Rough (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.220	Install Fire Protection Rough (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.230	Install BAS Conduit (OH)	15	04-Mar-26	24-Mar-26																									
L2.BN.310	Install Electric Feeders	10	25-Mar-26	07-Apr-26																									
L2.BN.320	DALT/Pressure Testing	2	25-Mar-26	26-Mar-26																									
L2.BN.330	Pressure Test Domestic Water	2	25-Mar-26	26-Mar-26																									
L2.BN.340	Insulate all Horizontal STS Piping	3	25-Mar-26	27-Mar-26																									
L2.BN.350	Pressure Test Mechanical Piping	2	25-Mar-26	26-Mar-26																									
L2.BN.360	Insulate Ductwork	10	27-Mar-26	09-Apr-26																									
L2.BN.370	Insulate Domestic Water Piping	10	27-Mar-26	09-Apr-26																									
L2.BN.380	Insulate Mechanical Piping	10	27-Mar-26	09-Apr-26																									
L2.BN.450	QA/QC Pre-Grid Inspections & Corrections	20	10-Apr-26	07-May-26																									
In-Wall Rough		42	04-Aug-26	01-Oct-26																									
L2.BN.200	Frame Interior Partitions & Soffits	10	04-Aug-26	17-Aug-26																									
L2.BN.250	Install Plumbing In-Wall Rough	10	18-Aug-26	31-Aug-26																									
L2.BN.260	Install Med Gas In-Wall Rough	10	18-Aug-26	31-Aug-26																									
L2.BN.270	Install Electrical In-Wall Rough	10	18-Aug-26	31-Aug-26																									
L2.BN.280	Install Controls/BAS In-Wall Rough	7	18-Aug-26	26-Aug-26																									
L2.BN.290	Install Low Voltage In-Wall Rough	10	18-Aug-26	31-Aug-26																									
L2.BN.300	Install Fire Alarm In-Wall Rough	10	18-Aug-26	31-Aug-26																									
L2.BN.390	Pressure Test Plumbing Piping (IW)	2	01-Sep-26	02-Sep-26																									
L2.BN.400	Pull Low Voltage Cabling	10	01-Sep-26	15-Sep-26																									
L2.BN.410	Pressure Test Med Gas Piping	2	01-Sep-26	02-Sep-26																									

■ Frame & Top Out Priority Walls
◆ Start Interior Rough Lvl. , Area
■ Float Floors for Layout
■ Layout/Install Top & Bottom Track
■ Install Drainage for Semi Dry-in Area B
■ Layout Overhead MEP's
■ Install Ductwork
■ Install P-Tube (OH)
■ Install Mechanical Piping
■ Install Plumbing Domestic Water (OH)
■ Install Med Gas Piping (OH)
■ Install Plumbing San & STS (OH)
■ Install Electrical Rough (OH)
■ Install Fire Protection Rough (OH)
■ Install BAS Conduit (OH)
■ Install Electric Feeders
■ DALT/Pressure Testing
■ Pressure Test Domestic Water
■ Insulate all Horizontal STS Piping
■ Pressure Test Mechanical Piping
■ Insulate Ductwork
■ Insulate Domestic Water Piping
■ Insulate Mechanical Piping
■ QA/QC Pre-Grid Inspections & Corrections
■ Frame Interior Partitions & Soffits
■ Install Plumbing In-Wall Rough
■ Install Med Gas In-Wall Rough
■ Install Electrical In-Wall Rough
■ Install Controls/BAS In-Wall Rough
■ Install Low Voltage In-Wall Rough
■ Install Fire Alarm In-Wall Rough
■ Pressure Test Plumbing Piping (IW)
■ Pull Low Voltage Cabling
■ Pressure Test Med Gas Piping

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L2.BS.720	Install Architectural Finishes	20	17-Feb-27	16-Mar-27																									
L2.BS.880	Install Interior Glazing	5	25-Feb-27	03-Mar-27																									
L2.BS.550	Install Plumbing Fixtures	7	03-Mar-27	11-Mar-27																									
L2.BS.590	Final Paint	10	12-Mar-27	25-Mar-27																									
L2.BS.610	Install Div 10	5	19-Mar-27	25-Mar-27																									
Punch-Out, Clean, Completion		5	26-Mar-27	01-Apr-27																									
L2.BS.650	Punchlist/Construction Clean	5	26-Mar-27	01-Apr-27																									
LEVEL 02 AREAAAN		244	08-May-26	22-Apr-27																									
Rough-In		130	08-May-26	10-Nov-26																									
L2.AN.140	Frame & Top Out Priority Walls	15	08-May-26	29-May-26																									
L2.AN.110	Start Interior Rough Lvl. , Area	0	11-Aug-26																										
L2.AN.1460	Float Floors for Layout	5	11-Aug-26	17-Aug-26																									
L2.AN.660	Install Drainage for Semi Dry-in Area A	5	11-Aug-26	17-Aug-26																									
L2.AN.100	Layout/Install Top & Bottom Track	10	18-Aug-26	31-Aug-26																									
Overhead Rough		57	21-Aug-26	10-Nov-26																									
L2.AN.130	Layout Overhead MEP's	5	21-Aug-26	27-Aug-26																									
L2.AN.150	Install Ductwork	20	28-Aug-26	25-Sep-26																									
L2.AN.240	Install P-Tube (OH)	5	28-Aug-26	03-Sep-26																									
L2.AN.160	Install Mechanical Piping	15	04-Sep-26	25-Sep-26																									
L2.AN.170	Install Plumbing Domestic Water (OH)	15	04-Sep-26	25-Sep-26																									
L2.AN.180	Install Med Gas Piping (OH)	20	04-Sep-26	02-Oct-26																									
L2.AN.190	Install Plumbing San & STS (OH)	15	04-Sep-26	25-Sep-26																									
L2.AN.210	Install Electrical Rough (OH)	15	04-Sep-26	25-Sep-26																									
L2.AN.220	Install Fire Protection Rough (OH)	15	04-Sep-26	25-Sep-26																									
L2.AN.230	Install BAS Conduit (OH)	15	04-Sep-26	25-Sep-26																									
L2.AN.310	Install Electric Feeders	10	28-Sep-26	09-Oct-26																									
L2.AN.320	DALT/Pressure Testing	2	28-Sep-26	29-Sep-26																									
L2.AN.330	Pressure Test Domestic Water	2	28-Sep-26	29-Sep-26																									
L2.AN.340	Insulate all Horizontal STS Piping	3	28-Sep-26	30-Sep-26																									
L2.AN.350	Pressure Test Mechanical Piping	2	28-Sep-26	29-Sep-26																									
L2.AN.360	Insulate Ductwork	10	30-Sep-26	13-Oct-26																									
L2.AN.370	Insulate Domestic Water Piping	10	30-Sep-26	13-Oct-26																									
L2.AN.380	Insulate Mechanical Piping	10	30-Sep-26	13-Oct-26																									
L2.AN.450	QA/QC Pre-Grid Inspections & Corrections	20	14-Oct-26	10-Nov-26																									
In-Wall Rough		42	01-Sep-26	29-Oct-26																									
L2.AN.200	Frame Interior Partitions & Soffits	10	01-Sep-26	15-Sep-26																									
L2.AN.250	Install Plumbing In-Wall Rough	10	16-Sep-26	29-Sep-26																									
L2.AN.260	Install Med Gas In-Wall Rough	10	16-Sep-26	29-Sep-26																									
L2.AN.270	Install Electrical In-Wall Rough	10	16-Sep-26	29-Sep-26																									
L2.AN.280	Install Controls/BAS In-Wall Rough	7	16-Sep-26	24-Sep-26																									
L2.AN.290	Install Low Voltage In-Wall Rough	10	16-Sep-26	29-Sep-26																									
L2.AN.300	Install Fire Alarm In-Wall Rough	10	16-Sep-26	29-Sep-26																									
L2.AN.390	Pressure Test Plumbing Piping (IW)	2	30-Sep-26	01-Oct-26																									
L2.AN.400	Pull Low Voltage Cabling	10	30-Sep-26	13-Oct-26																									
L2.AN.420	Pull Conductors	10	30-Sep-26	13-Oct-26																									

- Frame & Top Out Priority Walls
- ◆ Start Interior Rough Lvl. , Area
- Float Floors for Layout
- Install Drainage for Semi Dry-in Area
- Layout/Install Top & Bottom Track
- Layout Overhead MEP's
- Install Ductwork
- Install P-Tube (OH)
- Install Mechanical Piping
- Install Plumbing Domestic Water
- Install Med Gas Piping (OH)
- Install Plumbing San & STS (OH)
- Install Electrical Rough (OH)
- Install Fire Protection Rough (OH)
- Install BAS Conduit (OH)
- Install Electric Feeders
- DALT/Pressure Testing
- Pressure Test Domestic Water
- Insulate all Horizontal STS Piping
- Pressure Test Mechanical Piping
- Insulate Ductwork
- Insulate Domestic Water Piping
- Insulate Mechanical Piping
- QA/QC Pre-Grid Inspections & Corrections
- Frame Interior Partitions & Soffits
- Install Plumbing In-Wall Rough
- Install Med Gas In-Wall Rough
- Install Electrical In-Wall Rough
- Install Controls/BAS In-Wall Rough
- Install Low Voltage In-Wall Rough
- Install Fire Alarm In-Wall Rough
- Pressure Test Plumbing Piping (IW)
- Pull Low Voltage Cabling
- Pull Conductors

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L2.AS.640	Install Doors & Hardware	10	12-Apr-27	23-Apr-27																									
L2.AS.710	ICU Doors	5	12-Apr-27	16-Apr-27																									
L2.AS.720	Install Architectural Finishes	20	12-Apr-27	07-May-27																									
L2.AS.880	Install Interior Glazing	5	20-Apr-27	26-Apr-27																									
L2.AS.550	Install Plumbing Fixtures	7	26-Apr-27	04-May-27																									
L2.AS.590	Final Paint	10	05-May-27	18-May-27																									
L2.AS.610	Install Div 10	5	12-May-27	18-May-27																									
Punch-Out, Clean, Completion		5	19-May-27	25-May-27																									
L2.AS.650	Punchlist/Construction Clean	5	19-May-27	25-May-27																									
LEVEL 02 LOBBY		155	13-Nov-26	23-Jun-27																									
Fit-Out		150	13-Nov-26	16-Jun-27																									
L2.L.110	HTF Drywall Walls, Ceilings, Soffits	10	13-Nov-26	27-Nov-26																									
L2.L.120	Install Fire Alarm Cabling	7	30-Nov-26	08-Dec-26																									
L2.L.130	Prime & First Coat Paint	10	30-Nov-26	11-Dec-26																									
L2.L.140	Install Ceiling Grid (ACT & Wood)	10	14-Dec-26	28-Dec-26																									
L2.L.150	Install Millwork	10	14-Dec-26	28-Dec-26																									
L2.L.160	Trim Electrical Wall Devices	7	14-Dec-26	22-Dec-26																									
L2.L.170	Install LV Devices & Trim	7	14-Dec-26	22-Dec-26																									
L2.L.180	Install Wall Protection	5	14-Dec-26	18-Dec-26																									
L2.L.190	Install Wall & Floor Tile in Bathrooms	5	14-Dec-26	18-Dec-26																									
L2.L.200	Install Plumbing Fixtures	7	29-Dec-26	07-Jan-27																									
L2.L.210	Install Fire Alarm Ceiling Devices & Trim	5	29-Dec-26	05-Jan-27																									
L2.L.220	Install Light Fixtures & Lighting Control Devices	8	29-Dec-26	08-Jan-27																									
L2.L.230	Install Sprinkler Heads	8	29-Dec-26	08-Jan-27																									
L2.L.240	QC & City In-Ceiling Inspections & Corrections	10	11-Jan-27	22-Jan-27																									
L2.L.250	Install Ceiling Tiles (ACT)	5	25-Jan-27	29-Jan-27																									
L2.L.260	Install Wood Ceiling Panels	10	25-Jan-27	05-Feb-27																									
L2.L.270	Shot Blast/Grind for Terrazzo Flooring	5	08-Feb-27	12-Feb-27																									
L2.L.280	Install Schluter Strips for Terrazzo Flooring	10	15-Feb-27	26-Feb-27																									
L2.L.290	Install Terrazzo Flooring (Color 1)	15	01-Mar-27	19-Mar-27																									
L2.L.300	Install Terrazzo Flooring (Color 2)	10	22-Mar-27	02-Apr-27																									
L2.L.310	Install Terrazzo Flooring (Color 3)	8	05-Apr-27	14-Apr-27																									
L2.L.320	Rough Grind Terrazzo Flooring	10	15-Apr-27	28-Apr-27																									
L2.L.330	Final Grind Terrazzo Flooring	8	29-Apr-27	10-May-27																									
L2.L.340	Polish & Seal Terrazzo Flooring	5	11-May-27	17-May-27																									
L2.L.350	Install Doors & Hardware	10	18-May-27	01-Jun-27																									
L2.L.360	Install Architectural Finishes	20	18-May-27	15-Jun-27																									
L2.L.370	Install Interior Glazing	5	26-May-27	02-Jun-27																									
L2.L.380	Final Paint	10	03-Jun-27	16-Jun-27																									
L2.L.390	Install Div 10	5	10-Jun-27	16-Jun-27																									
Punch-Out, Clean, Completion		5	17-Jun-27	23-Jun-27																									
L2.L.650	Punchlist/Construction Clean	5	17-Jun-27	23-Jun-27																									
Final Floor Completion		40	24-Jun-27	19-Aug-27																									
L2.500	TAB, Commissioning, Final Clean - Level 2	40	24-Jun-27	19-Aug-27																									
LEVEL 03		414	24-Nov-25	09-Jul-27																									
LEVEL 03 AREA BN		308	24-Nov-25	09-Feb-27																									

- HTF Drywall
- Install Fire
- Prime & F
- Insta
- Insta
- Trim E
- Install I
- Install V
- Install V
- Ins
- Ins
- Ins
- Ins

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Rough-In		214	24-Nov-25	25-Sep-26																									
L3.BN.140	Frame & Top Out Priority Walls	15	24-Nov-25	15-Dec-25	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>█ Frame & Top Out Priority Walls</p> <p>◆ Start Interior Rough Lvl. , Area</p> <p>█ Float Floors for Layout</p> <p>█ Install Drainage for Semi Dry-in Area B</p> <p>█ Set/Stage Modular Exam Rooms (12)</p> </div> <div style="width: 45%;"> <p>█ Layout/Install Top & Bottom Track</p> </div> </div>																								
L3.BN.110	Start Interior Rough Lvl. , Area	0	06-Feb-26																										
L3.BN.1460	Float Floors for Layout	5	06-Feb-26	12-Feb-26																									
L3.BN.660	Install Drainage for Semi Dry-in Area B	5	20-Feb-26	26-Feb-26																									
L3.BN.120	Set/Stage Modular Exam Rooms (12)	12	03-Mar-26	18-Mar-26																									
L3.BN.100	Layout/Install Top & Bottom Track	10	11-Jun-26	24-Jun-26																									
Overhead Rough		72	16-Jun-26	25-Sep-26																									
L3.BN.130	Layout Overhead MEP's	5	16-Jun-26	22-Jun-26	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>█ Layout Overhead MEP's</p> <p>█ Install Ductwork</p> <p>█ Install P-Tube (OH)</p> <p>█ Install Mechanical Piping</p> <p>█ Install Plumbing Domestic Water (OH)</p> <p>█ Install Med Gas Piping (OH)</p> <p>█ Install Plumbing San & STS (OH)</p> <p>█ Install Electrical Rough (OH)</p> <p>█ Install Fire Protection Rough (OH)</p> <p>█ Install BAS Conduit (OH)</p> </div> <div style="width: 45%;"> <p>█ Install Electric Feeders</p> <p>█ DALT/Pressure Testing</p> <p>█ Pressure Test Domestic Water</p> <p>█ Insulate all Horizontal STS Piping</p> <p>█ Pressure Test Mechanical Piping</p> <p>█ Insulate Ductwork</p> <p>█ Insulate Domestic Water Piping</p> <p>█ Insulate Mechanical Piping</p> <p>█ QA/QC Pre-Grid Inspection</p> </div> </div>																								
L3.BN.150	Install Ductwork	20	15-Jul-26	11-Aug-26																									
L3.BN.240	Install P-Tube (OH)	5	15-Jul-26	21-Jul-26																									
L3.BN.160	Install Mechanical Piping	15	22-Jul-26	11-Aug-26																									
L3.BN.170	Install Plumbing Domestic Water (OH)	15	22-Jul-26	11-Aug-26																									
L3.BN.180	Install Med Gas Piping (OH)	10	22-Jul-26	04-Aug-26																									
L3.BN.190	Install Plumbing San & STS (OH)	15	22-Jul-26	11-Aug-26																									
L3.BN.210	Install Electrical Rough (OH)	15	22-Jul-26	11-Aug-26																									
L3.BN.220	Install Fire Protection Rough (OH)	15	22-Jul-26	11-Aug-26																									
L3.BN.230	Install BAS Conduit (OH)	15	22-Jul-26	11-Aug-26																									
L3.BN.310	Install Electric Feeders	10	12-Aug-26	25-Aug-26																									
L3.BN.320	DALT/Pressure Testing	2	12-Aug-26	13-Aug-26																									
L3.BN.330	Pressure Test Domestic Water	2	12-Aug-26	13-Aug-26																									
L3.BN.340	Insulate all Horizontal STS Piping	3	12-Aug-26	14-Aug-26																									
L3.BN.350	Pressure Test Mechanical Piping	2	12-Aug-26	13-Aug-26																									
L3.BN.360	Insulate Ductwork	10	14-Aug-26	27-Aug-26																									
L3.BN.370	Insulate Domestic Water Piping	10	14-Aug-26	27-Aug-26																									
L3.BN.380	Insulate Mechanical Piping	10	14-Aug-26	27-Aug-26																									
L3.BN.450	QA/QC Pre-Grid Inspections & Corrections	20	28-Aug-26	25-Sep-26																									
In-Wall Rough		45	25-Jun-26	27-Aug-26																									
L3.BN.200	Frame Interior Partitions & Soffits	10	25-Jun-26	09-Jul-26	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>█ Frame Interior Partitions & Soffits</p> <p>█ Install Plumbing In-Wall Rough</p> <p>█ Install Med Gas In-Wall Rough</p> <p>█ Install Electrical In-Wall Rough</p> <p>█ Install Controls/BAS In-Wall Rough</p> <p>█ Install Low Voltage In-Wall Rough</p> <p>█ Install Fire Alarm In-Wall Rough</p> <p>█ Pressure Test Plumbing Piping (IW)</p> <p>█ Insulate In-Wall Plumbing</p> <p>█ Pressure Test Med Gas Piping</p> </div> <div style="width: 45%;"> <p>█ QA/QC & City In-Wall Inspections & Corrections</p> <p>█ Pull Low Voltage Cabling</p> <p>█ Pull Conductors</p> </div> </div>																								
L3.BN.250	Install Plumbing In-Wall Rough	10	10-Jul-26	23-Jul-26																									
L3.BN.260	Install Med Gas In-Wall Rough	10	10-Jul-26	23-Jul-26																									
L3.BN.270	Install Electrical In-Wall Rough	10	10-Jul-26	23-Jul-26																									
L3.BN.280	Install Controls/BAS In-Wall Rough	7	10-Jul-26	20-Jul-26																									
L3.BN.290	Install Low Voltage In-Wall Rough	10	10-Jul-26	23-Jul-26																									
L3.BN.300	Install Fire Alarm In-Wall Rough	10	10-Jul-26	23-Jul-26																									
L3.BN.390	Pressure Test Plumbing Piping (IW)	2	24-Jul-26	27-Jul-26																									
L3.BN.430	Insulate In-Wall Plumbing	5	28-Jul-26	03-Aug-26																									
L3.BN.410	Pressure Test Med Gas Piping	2	05-Aug-26	06-Aug-26																									
L3.BN.440	QA/QC & City In-Wall Inspections & Corrections	15	07-Aug-26	27-Aug-26																									
L3.BN.400	Pull Low Voltage Cabling	10	12-Aug-26	25-Aug-26																									
L3.BN.420	Pull Conductors	10	12-Aug-26	25-Aug-26																									
Fit-Out		107	01-Sep-26	02-Feb-27																									
L3.BN.460	HTF Drywall Walls, Ceilings, Soffits	15	01-Sep-26	22-Sep-26	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>█ HTF Drywall Walls, Ceilings, Soffits</p> <p>█ Install Fire Alarm Cabling</p> <p>█ Prime & First Coat Paint</p> </div> <div style="width: 45%;"> </div> </div>																								
L3.BN.470	Install Fire Alarm Cabling	7	23-Sep-26	01-Oct-26																									
L3.BN.480	Prime & First Coat Paint	10	23-Sep-26	06-Oct-26																									

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L3.BS.650	Punchlist/Construction Clean	5	24-Feb-27	02-Mar-27																									
LEVEL 03 AREA AN		228	08-Jun-26	28-Apr-27																									
Rough-In		125	08-Jun-26	02-Dec-26																									
L3.AN.140	Frame & Top Out Priority Walls	15	08-Jun-26	26-Jun-26																									
L3.AN.110	Start Interior Rough Lvl. , Area	0	28-Jul-26																										
L3.AN.1460	Float Floors for Layout	5	28-Jul-26	03-Aug-26																									
L3.AN.100	Layout/Install Top & Bottom Track	10	04-Aug-26	17-Aug-26																									
L3.AN.120	Set/Stage Modular Exam Rooms (12)	12	04-Aug-26	19-Aug-26																									
L3.AN.660	Install Drainage for Semi Dry-in Area A	5	11-Aug-26	17-Aug-26																									
Overhead Rough		82	07-Aug-26	02-Dec-26																									
L3.AN.130	Layout Overhead MEP's	5	07-Aug-26	13-Aug-26																									
L3.AN.150	Install Ductwork	20	21-Sep-26	16-Oct-26																									
L3.AN.240	Install P-Tube (OH)	5	21-Sep-26	25-Sep-26																									
L3.AN.160	Install Mechanical Piping	15	28-Sep-26	16-Oct-26																									
L3.AN.170	Install Plumbing Domestic Water (OH)	15	28-Sep-26	16-Oct-26																									
L3.AN.180	Install Med Gas Piping (OH)	5	28-Sep-26	02-Oct-26																									
L3.AN.190	Install Plumbing San & STS (OH)	15	28-Sep-26	16-Oct-26																									
L3.AN.210	Install Electrical Rough (OH)	15	28-Sep-26	16-Oct-26																									
L3.AN.220	Install Fire Protection Rough (OH)	15	28-Sep-26	16-Oct-26																									
L3.AN.230	Install BAS Conduit (OH)	15	28-Sep-26	16-Oct-26																									
L3.AN.310	Install Electric Feeders	10	19-Oct-26	30-Oct-26																									
L3.AN.320	DALT/Pressure Testing	2	19-Oct-26	20-Oct-26																									
L3.AN.330	Pressure Test Domestic Water	2	19-Oct-26	20-Oct-26																									
L3.AN.340	Insulate all Horizontal STS Piping	3	19-Oct-26	21-Oct-26																									
L3.AN.350	Pressure Test Mechanical Piping	2	19-Oct-26	20-Oct-26																									
L3.AN.360	Insulate Ductwork	10	21-Oct-26	03-Nov-26																									
L3.AN.370	Insulate Domestic Water Piping	10	21-Oct-26	03-Nov-26																									
L3.AN.380	Insulate Mechanical Piping	10	21-Oct-26	03-Nov-26																									
L3.AN.450	QA/QC Pre-Grid Inspections & Corrections	20	04-Nov-26	02-Dec-26																									
In-Wall Rough		51	20-Aug-26	30-Oct-26																									
L3.AN.200	Frame Interior Partitions & Soffits	10	20-Aug-26	02-Sep-26																									
L3.AN.250	Install Plumbing In-Wall Rough	10	03-Sep-26	17-Sep-26																									
L3.AN.260	Install Med Gas In-Wall Rough	10	03-Sep-26	17-Sep-26																									
L3.AN.270	Install Electrical In-Wall Rough	10	03-Sep-26	17-Sep-26																									
L3.AN.280	Install Controls/BAS In-Wall Rough	7	03-Sep-26	14-Sep-26																									
L3.AN.290	Install Low Voltage In-Wall Rough	10	03-Sep-26	17-Sep-26																									
L3.AN.300	Install Fire Alarm In-Wall Rough	10	03-Sep-26	17-Sep-26																									
L3.AN.390	Pressure Test Plumbing Piping (IW)	2	18-Sep-26	21-Sep-26																									
L3.AN.430	Insulate In-Wall Plumbing	5	22-Sep-26	28-Sep-26																									
L3.AN.410	Pressure Test Med Gas Piping	2	05-Oct-26	06-Oct-26																									
L3.AN.440	QA/QC & City In-Wall Inspections & Corrections	15	07-Oct-26	27-Oct-26																									
L3.AN.400	Pull Low Voltage Cabling	10	19-Oct-26	30-Oct-26																									
L3.AN.420	Pull Conductors	10	19-Oct-26	30-Oct-26																									
Fit-Out		107	19-Nov-26	21-Apr-27																									
L3.AN.460	HTF Drywall Walls, Ceilings, Soffits	15	19-Nov-26	10-Dec-26																									

- Frame & Top Out Priority Walls
- ◆ Start Interior Rough Lvl. , Area
- Float Floors for Layout
- Layout/Install Top & Bottom Track
- Set/Stage Modular Exam Rooms (12)
- Install Drainage for Semi Dry-in Area A
- Layout Overhead MEP's
- Install Ductwork
- Install P-Tube (OH)
- Install Mechanical Piping
- Install Plumbing Domestic Water (OH)
- Install Med Gas Piping (OH)
- Install Plumbing San & STS (OH)
- Install Electrical Rough (OH)
- Install Fire Protection Rough (OH)
- Install BAS Conduit (OH)
- Install Electric Feeders
- DALT/Pressure Testing
- Pressure Test Domestic Water
- Insulate all Horizontal STS Piping
- Pressure Test Mechanical Piping
- Insulate Ductwork
- Insulate Domestic Water Piping
- Insulate Mechanical Piping
- QA/QC Pre-Grid Inspections & Corrections
- Frame Interior Partitions & Soffits
- Install Plumbing In-Wall Rough
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- Install Electrical In-Wall Rough
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- Install Fire Alarm In-Wall Rough
- Pressure Test Plumbing Piping (IW)
- Insulate In-Wall Plumbing
- Pressure Test Med Gas Piping
- QA/QC & City In-Wall Inspections & Corrections
- Pull Low Voltage Cabling
- Pull Conductors
- HTF Drywall Walls, Ceilings, Soffits

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Final Floor Completion					40	13-May-27	09-Jul-27																						
L3.500	TAB, Commissioning, Final Clean - Level 3	40	13-May-27	09-Jul-27																									
LEVEL 04					407	16-Jan-26	19-Aug-27																						
LEVEL 04 AREA AN					257	08-Jun-26	09-Jun-27																						
Rough-In					150	08-Jun-26	08-Jan-27																						
L4.AN.140	Frame & Top Out Priority Walls	15	08-Jun-26	26-Jun-26																									
L4.AN.110	Start Interior Rough Lvl. , Area	0	25-Aug-26																										
L4.AN.1460	Float Floors for Layout	5	25-Aug-26	31-Aug-26																									
L4.AN.100	Layout/Install Top & Bottom Track	10	01-Sep-26	15-Sep-26																									
L4.AN.180	Install Drainage for Semi Dry-in Area A	5	09-Sep-26	15-Sep-26																									
Overhead Rough					87	04-Sep-26	08-Jan-27																						
L4.AN.130	Layout Overhead MEP's	5	04-Sep-26	11-Sep-26																									
L4.AN.150	Install Ductwork	20	26-Oct-26	20-Nov-26																									
L4.AN.240	Install P-Tube (OH)	5	26-Oct-26	30-Oct-26																									
L4.AN.160	Install Mechanical Piping	15	02-Nov-26	20-Nov-26																									
L4.AN.170	Install Plumbing Domestic Water (OH)	15	02-Nov-26	20-Nov-26																									
L4.AN.190	Install Plumbing San & STS (OH)	15	02-Nov-26	20-Nov-26																									
L4.AN.210	Install Electrical Rough (OH)	15	02-Nov-26	20-Nov-26																									
L4.AN.220	Install Fire Protection Rough (OH)	15	02-Nov-26	20-Nov-26																									
L4.AN.230	Install BAS Conduit (OH)	15	02-Nov-26	20-Nov-26																									
L4.AN.310	Install Electric Feeders	10	23-Nov-26	07-Dec-26																									
L4.AN.320	DALT/Pressure Testing	2	23-Nov-26	24-Nov-26																									
L4.AN.330	Pressure Test Domestic Water	2	23-Nov-26	24-Nov-26																									
L4.AN.340	Insulate all Horizontal STS Piping	3	23-Nov-26	25-Nov-26																									
L4.AN.350	Pressure Test Mechanical Piping	2	23-Nov-26	24-Nov-26																									
L4.AN.360	Insulate Ductwork	10	25-Nov-26	09-Dec-26																									
L4.AN.370	Insulate Domestic Water Piping	10	25-Nov-26	09-Dec-26																									
L4.AN.380	Insulate Mechanical Piping	10	25-Nov-26	09-Dec-26																									
L4.AN.450	QA/QC Pre-Grid Inspections & Corrections	20	10-Dec-26	08-Jan-27																									
In-Wall Rough					58	16-Sep-26	07-Dec-26																						
L4.AN.200	Frame Interior Partitions & Soffits	10	16-Sep-26	29-Sep-26																									
L4.AN.250	Install Plumbing In-Wall Rough	10	30-Sep-26	13-Oct-26																									
L4.AN.260	Install Med Gas In-Wall Rough	10	30-Sep-26	13-Oct-26																									
L4.AN.270	Install Electrical In-Wall Rough	10	30-Sep-26	13-Oct-26																									
L4.AN.280	Install Controls/BAS In-Wall Rough	7	30-Sep-26	08-Oct-26																									
L4.AN.290	Install Low Voltage In-Wall Rough	10	30-Sep-26	13-Oct-26																									
L4.AN.300	Install Fire Alarm In-Wall Rough	10	30-Sep-26	13-Oct-26																									
L4.AN.390	Pressure Test Plumbing Piping (IW)	2	14-Oct-26	15-Oct-26																									
L4.AN.430	Insulate In-Wall Plumbing	5	16-Oct-26	22-Oct-26																									
L4.AN.440	QA/QC & City In-Wall Inspections & Corrections	15	23-Oct-26	12-Nov-26																									
L4.AN.400	Pull Low Voltage Cabling	10	23-Nov-26	07-Dec-26																									
L4.AN.420	Pull Conductors	10	23-Nov-26	07-Dec-26																									
Fit-Out					107	04-Jan-27	02-Jun-27																						
L4.AN.460	HTF Drywall Walls, Ceilings, Soffits	15	04-Jan-27	22-Jan-27																									
L4.AN.470	Install Fire Alarm Cabling	7	25-Jan-27	02-Feb-27																									
L4.AN.480	Prime & First Coat Paint	10	25-Jan-27	05-Feb-27																									

- Frame & Top Out Priority Walls
- ◆ Start Interior Rough Lvl. , Area
- Float Floors for Layout
- Layout/Install Top & Bottom Track
- Install Drainage for Semi Dry-in Area A
- Layout Overhead MEP's
- Install Ductwork
- Install P-Tube (OH)
- Install Mechanical Piping
- Install Plumbing Domestic Water (OH)
- Install Plumbing San & STS (OH)
- Install Electrical Rough (OH)
- Install Fire Protection Rough (OH)
- Install BAS Conduit (OH)
- Install Electric Feeders
- DALT/Pressure Testing
- Pressure Test Domestic Water
- Insulate all Horizontal STS Piping
- Pressure Test Mechanical Piping
- Insulate Ductwork
- Insulate Domestic Water Piping
- Insulate Mechanical Piping
- QA/QC Pre-Grid Inspections & Corrections
- Frame Interior Partitions & Soffits
- Install Plumbing In-Wall Rough
- Install Med Gas In-Wall Rough
- Install Electrical In-Wall Rough
- Install Controls/BAS In-Wall Rough
- Install Low Voltage In-Wall Rough
- Install Fire Alarm In-Wall Rough
- Pressure Test Plumbing Piping (IW)
- Insulate In-Wall Plumbing
- QA/QC & City In-Wall Inspections & Corrections
- Pull Low Voltage Cabling
- Pull Conductors

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L4.AN.490	Install Ceiling Grid (ACT & Wood)	15	08-Feb-27	26-Feb-27																									
L4.AN.510	Trim Electrical Wall Devices	7	08-Feb-27	16-Feb-27																									
L4.AN.520	Install LV Devices & Trim	7	08-Feb-27	16-Feb-27																									
L4.AN.530	Install Med Gas Trim	4	08-Feb-27	11-Feb-27																									
L4.AN.700	Install Wall & Floor Tile in Bathrooms	5	08-Feb-27	12-Feb-27																									
L4.AN.540	Med Gas Certifications	1	12-Feb-27	12-Feb-27																									
L4.AN.570	Install Light Fixtures & Lighting Control Devices	8	22-Feb-27	03-Mar-27																									
L4.AN.580	Install Sprinkler Heads	8	22-Feb-27	03-Mar-27																									
L4.AN.560	Install Fire Alarm Ceiling Devices & Trim	5	01-Mar-27	05-Mar-27																									
L4.AN.600	QC & City In-Ceiling Inspections & Corrections	15	08-Mar-27	26-Mar-27																									
L4.AN.620	Install Ceiling Tiles (ACT)	5	29-Mar-27	02-Apr-27																									
L4.AN.1470	Install Wood Ceiling Panels	10	29-Mar-27	09-Apr-27																									
L4.AN.630	Install Flooring	15	05-Apr-27	23-Apr-27																									
L4.AN.500	Install Millwork	10	26-Apr-27	07-May-27																									
L4.AN.640	Install Doors & Hardware	10	26-Apr-27	07-May-27																									
L4.AN.720	Install Architectural Finishes	20	26-Apr-27	21-May-27																									
L4.AN.880	Install Interior Glazing	5	04-May-27	10-May-27																									
L4.AN.550	Install Plumbing Fixtures	7	10-May-27	18-May-27																									
L4.AN.590	Final Paint	10	19-May-27	02-Jun-27																									
L4.AN.610	Install Div 10	5	26-May-27	02-Jun-27																									
Punch-Out, Clean, Completion		5	03-Jun-27	09-Jun-27																									
L4.AN.650	Punchlist/Construction Clean	5	03-Jun-27	09-Jun-27																									
LEVEL 04 AREA AS		257	22-Jun-26	23-Jun-27																									
Rough-In		160	22-Jun-26	05-Feb-27																									
L4.AS.140	Frame & Top Out Priority Walls	15	22-Jun-26	13-Jul-26																									
L4.AS.110	Start Interior Rough Lvl. , Area	0	09-Sep-26																										
L4.AS.1460	Float Floors for Layout	5	09-Sep-26	15-Sep-26																									
L4.AS.100	Layout/Install Top & Bottom Track	10	16-Sep-26	29-Sep-26																									
Overhead Rough		97	21-Sep-26	05-Feb-27																									
L4.AS.130	Layout Overhead MEP's	5	21-Sep-26	25-Sep-26																									
L4.AS.150	Install Ductwork	20	23-Nov-26	21-Dec-26																									
L4.AS.240	Install P-Tube (OH)	5	23-Nov-26	30-Nov-26																									
L4.AS.160	Install Mechanical Piping	15	01-Dec-26	21-Dec-26																									
L4.AS.170	Install Plumbing Domestic Water (OH)	15	01-Dec-26	21-Dec-26																									
L4.AS.190	Install Plumbing San & STS (OH)	15	01-Dec-26	21-Dec-26																									
L4.AS.210	Install Electrical Rough (OH)	15	01-Dec-26	21-Dec-26																									
L4.AS.220	Install Fire Protection Rough (OH)	15	01-Dec-26	21-Dec-26																									
L4.AS.230	Install BAS Conduit (OH)	15	01-Dec-26	21-Dec-26																									
L4.AS.310	Install Electric Feeders	10	22-Dec-26	06-Jan-27																									
L4.AS.320	DALT/Pressure Testing	2	22-Dec-26	23-Dec-26																									
L4.AS.330	Pressure Test Domestic Water	2	22-Dec-26	23-Dec-26																									
L4.AS.340	Insulate all Horizontal STS Piping	3	22-Dec-26	24-Dec-26																									
L4.AS.350	Pressure Test Mechanical Piping	2	22-Dec-26	23-Dec-26																									
L4.AS.360	Insulate Ductwork	10	24-Dec-26	08-Jan-27																									
L4.AS.370	Insulate Domestic Water Piping	10	24-Dec-26	08-Jan-27																									

- Frame & Top Out Priority Walls
- Start Interior Rough Lvl. , Area
- Float Floors for Layout
- Layout/Install Top & Bottom Track
- Layout Overhead MEP's
- Install Ductwork
- Install P-Tube
- Install Mechanical Piping
- Install Plumbing Domestic Water
- Install Plumbing San & STS
- Install Electrical Rough
- Install Fire Protection Rough
- Install BAS Conduit
- Ins Electric Feeders
- DALT/Pressure Testing
- Pressure Test Domestic Water
- Insulate all Horizontal STS Piping
- Pressure Test Mechanical Piping
- Insulate Ductwork
- Insulate Domestic Water Piping

Remaining Level of Effort
 Actual Work
 Critical Remaining Work
 Actual Level of Effort
 Remaining Work
 ◆ ◆ Milestone

Data Date: 27-Jan-25 109 of 134
 Run Date 30-Jan-25

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L5.BN.130	Layout Overhead MEP's	5	15-Jul-26	21-Jul-26																								Layout Overhead MEP's	
L5.BN.150	Install Ductwork	20	10-Sep-26	07-Oct-26																								Install Ductwork	
L5.BN.240	Install P-Tube (OH)	5	10-Sep-26	16-Sep-26																								Install P-Tube (OH)	
L5.BN.160	Install Mechanical Piping	15	17-Sep-26	07-Oct-26																								Install Mechanical Piping	
L5.BN.170	Install Plumbing Domestic Water (OH)	15	17-Sep-26	07-Oct-26																								Install Plumbing Domestic	
L5.BN.180	Install Med Gas Piping (OH)	10	17-Sep-26	30-Sep-26																								Install Med Gas Piping (O	
L5.BN.190	Install Plumbing San & STS (OH)	15	17-Sep-26	07-Oct-26																								Install Plumbing San & S	
L5.BN.210	Install Electrical Rough (OH)	15	17-Sep-26	07-Oct-26																								Install Electrical Rough (
L5.BN.220	Install Fire Protection Rough (OH)	15	17-Sep-26	07-Oct-26																								Install Fire Protection Ro	
L5.BN.230	Install BAS Conduit (OH)	15	17-Sep-26	07-Oct-26																								Install BAS Conduit (OH)	
L5.BN.310	Install Electric Feeders	10	08-Oct-26	21-Oct-26																								Install Electric Feeder	
L5.BN.320	DALT/Pressure Testing	2	08-Oct-26	09-Oct-26																								DALT/Pressure Testing	
L5.BN.330	Pressure Test Domestic Water	2	08-Oct-26	09-Oct-26																								Pressure Test Domestic	
L5.BN.340	Insulate all Horizontal STS Piping	3	08-Oct-26	12-Oct-26																								Insulate all Horizontal S	
L5.BN.350	Pressure Test Mechanical Piping	2	08-Oct-26	09-Oct-26																								Pressure Test Mechanic	
L5.BN.360	Insulate Ductwork	10	12-Oct-26	23-Oct-26																								Insulate Ductwork	
L5.BN.370	Insulate Domestic Water Piping	10	12-Oct-26	23-Oct-26																								Insulate Domestic W	
L5.BN.380	Insulate Mechanical Piping	10	12-Oct-26	23-Oct-26																								Insulate Mechanical	
L5.BN.450	QA/QC Pre-Grid Inspections & Corrections	20	26-Oct-26	20-Nov-26																								QA/QC Pre-G	
In-Wall Rough		65	24-Jul-26	23-Oct-26																									
L5.BN.200	Frame Interior Partitions & Soffits	10	24-Jul-26	06-Aug-26																								Frame Interior Partitions & Soffits	
L5.BN.250	Install Plumbing In-Wall Rough	10	07-Aug-26	20-Aug-26																								Install Plumbing In-Wall Rough	
L5.BN.260	Install Med Gas In-Wall Rough	10	07-Aug-26	20-Aug-26																								Install Med Gas In-Wall Rough	
L5.BN.270	Install Electrical In-Wall Rough	10	07-Aug-26	20-Aug-26																								Install Electrical In-Wall Rough	
L5.BN.280	Install Controls/BAS In-Wall Rough	7	07-Aug-26	17-Aug-26																								Install Controls/BAS In-Wall Rough	
L5.BN.290	Install Low Voltage In-Wall Rough	10	07-Aug-26	20-Aug-26																								Install Low Voltage In-Wall Rough	
L5.BN.300	Install Fire Alarm In-Wall Rough	10	07-Aug-26	20-Aug-26																								Install Fire Alarm In-Wall Rough	
L5.BN.390	Pressure Test Plumbing Piping (IW)	2	21-Aug-26	24-Aug-26																								Pressure Test Plumbing Piping (IW)	
L5.BN.430	Insulate In-Wall Plumbing	5	25-Aug-26	31-Aug-26																								Insulate In-Wall Plumbing	
L5.BN.410	Pressure Test Med Gas Piping	2	01-Oct-26	02-Oct-26																								Pressure Test Med Gas P	
L5.BN.440	QA/QC & City In-Wall Inspections & Corrections	15	05-Oct-26	23-Oct-26																								QA/QC & City In-Wa	
L5.BN.400	Pull Low Voltage Cabling	10	08-Oct-26	21-Oct-26																								Pull Low Voltage Cab	
L5.BN.420	Pull Conductors	10	08-Oct-26	21-Oct-26																								Pull Conductors	
Fit-Out		107	26-Oct-26	26-Mar-27																									
L5.BN.460	HTF Drywall Walls, Ceilings, Soffits	15	26-Oct-26	13-Nov-26																								HTF Drywall Wa	
L5.BN.470	Install Fire Alarm Cabling	7	16-Nov-26	24-Nov-26																								Install Fire Ala	
L5.BN.480	Prime & First Coat Paint	10	16-Nov-26	30-Nov-26																								Prime & Firs	
L5.BN.490	Install Ceiling Grid (ACT & Wood)	15	01-Dec-26	21-Dec-26																								Install C	
L5.BN.510	Trim Electrical Wall Devices	7	01-Dec-26	09-Dec-26																								Trim Elect	
L5.BN.520	Install LV Devices & Trim	7	01-Dec-26	09-Dec-26																								Install LV	
L5.BN.530	Install Med Gas Trim	4	01-Dec-26	04-Dec-26																								Install Med	
L5.BN.800	Install Wall & Floor Tile in Bathrooms	5	01-Dec-26	07-Dec-26																								Install Wa	
L5.BN.540	Med Gas Certifications	1	07-Dec-26	07-Dec-26																								Med Gas	
L5.BN.570	Install Light Fixtures & Lighting Control Devices	8	15-Dec-26	24-Dec-26																								Install	
L5.BN.580	Install Sprinkler Heads	8	15-Dec-26	24-Dec-26																								Install	

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L5.AN.560	Install Fire Alarm Ceiling Devices & Trim	5	01-Mar-27	05-Mar-27																									
L5.AN.600	QC & City In-Ceiling Inspections & Corrections	15	08-Mar-27	26-Mar-27																									
L5.AN.620	Install Ceiling Tiles (ACT)	5	29-Mar-27	02-Apr-27																									
L5.AN.1470	Install Wood Ceiling Panels	10	29-Mar-27	09-Apr-27																									
L5.AN.630	Install Flooring	15	05-Apr-27	23-Apr-27																									
L5.AN.500	Install Millwork	10	26-Apr-27	07-May-27																									
L5.AN.640	Install Doors & Hardware	10	26-Apr-27	07-May-27																									
L5.AN.710	ICU Doors	5	26-Apr-27	30-Apr-27																									
L5.AN.720	Install Architectural Finishes	20	26-Apr-27	21-May-27																									
L5.AN.880	Install Interior Glazing	5	04-May-27	10-May-27																									
L5.AN.550	Install Plumbing Fixtures	7	10-May-27	18-May-27																									
L5.AN.590	Final Paint	10	19-May-27	02-Jun-27																									
L5.AN.610	Install Div 10	5	26-May-27	02-Jun-27																									
Punch-Out, Clean, Completion		5	03-Jun-27	09-Jun-27																									
L5.AN.650	Punchlist/Construction Clean	5	03-Jun-27	09-Jun-27																									
LEVEL 05 AREA AS		222	18-Aug-26	30-Jun-27																									
Rough-In		125	18-Aug-26	12-Feb-27																									
L5.AS.140	Frame & Top Out Priority Walls	15	18-Aug-26	08-Sep-26																									
L5.AS.110	Start Interior Rough Lvl. , Area	0	07-Oct-26																										
L5.AS.1460	Float Floors for Layout	5	07-Oct-26	13-Oct-26																									
L5.AS.100	Layout/Install Top & Bottom Track	10	14-Oct-26	27-Oct-26																									
Overhead Rough		82	19-Oct-26	12-Feb-27																									
L5.AS.130	Layout Overhead MEP's	5	19-Oct-26	23-Oct-26																									
L5.AS.150	Install Ductwork	20	01-Dec-26	29-Dec-26																									
L5.AS.240	Install P-Tube (OH)	5	01-Dec-26	07-Dec-26																									
L5.AS.160	Install Mechanical Piping	15	08-Dec-26	29-Dec-26																									
L5.AS.170	Install Plumbing Domestic Water (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.180	Install Med Gas Piping (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.190	Install Plumbing San & STS (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.210	Install Electrical Rough (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.220	Install Fire Protection Rough (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.230	Install BAS Conduit (OH)	15	08-Dec-26	29-Dec-26																									
L5.AS.310	Install Electric Feeders	10	30-Dec-26	13-Jan-27																									
L5.AS.320	DALT/Pressure Testing	2	30-Dec-26	31-Dec-26																									
L5.AS.330	Pressure Test Domestic Water	2	30-Dec-26	31-Dec-26																									
L5.AS.340	Insulate all Horizontal STS Piping	3	30-Dec-26	04-Jan-27																									
L5.AS.350	Pressure Test Mechanical Piping	2	30-Dec-26	31-Dec-26																									
L5.AS.360	Insulate Ductwork	10	04-Jan-27	15-Jan-27																									
L5.AS.370	Insulate Domestic Water Piping	10	04-Jan-27	15-Jan-27																									
L5.AS.380	Insulate Mechanical Piping	10	04-Jan-27	15-Jan-27																									
L5.AS.450	QA/QC Pre-Grid Inspections & Corrections	20	18-Jan-27	12-Feb-27																									
In-Wall Rough		60	28-Oct-26	22-Jan-27																									
L5.AS.200	Frame Interior Partitions & Soffits	10	28-Oct-26	10-Nov-26																									
L5.AS.250	Install Plumbing In-Wall Rough	10	11-Nov-26	24-Nov-26																									
L5.AS.260	Install Med Gas In-Wall Rough	10	11-Nov-26	24-Nov-26																									

- Frame & Top Out Priority Walls
- ◆ Start Interior Rough Lvl.
- Float Floors for Layout
- Layout/Install Top & Bottom Track
- Layout Overhead MEP's
- Install Ductwork
- Install P-Tube (OH)
- Install Mechanical Piping
- Install Plumbing Domestic Water (OH)
- Install Med Gas Piping (OH)
- Install Plumbing San & STS (OH)
- Install Electrical Rough (OH)
- Install Fire Protection Rough (OH)
- Install BAS Conduit (OH)
- Install Electric Feeders
- DALT/Pressure Testing
- Pressure Test Domestic Water
- Insulate all Horizontal STS Piping
- Pressure Test Mechanical Piping
- Insulate Ductwork
- Insulate Domestic Water Piping
- Insulate Mechanical Piping
- QA/QC Pre-Grid Inspections & Corrections
- Frame Interior Partitions & Soffits
- Install Plumbing In-Wall Rough
- Install Med Gas In-Wall Rough

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L6.AN.540	Med Gas Certifications	1	19-Mar-27	19-Mar-27																									
L6.AN.570	Install Light Fixtures & Lighting Control Devices	8	29-Mar-27	07-Apr-27																									
L6.AN.580	Install Sprinkler Heads	8	29-Mar-27	07-Apr-27																									
L6.AN.560	Install Fire Alarm Ceiling Devices & Trim	5	05-Apr-27	09-Apr-27																									
L6.AN.600	QC & City In-Ceiling Inspections & Corrections	15	12-Apr-27	30-Apr-27																									
L6.AN.620	Install Ceiling Tiles (ACT)	5	03-May-27	07-May-27																									
L6.AN.1470	Install Wood Ceiling Panels	10	03-May-27	14-May-27																									
L6.AN.630	Install Flooring	15	10-May-27	28-May-27																									
L6.AN.500	Install Millwork	10	01-Jun-27	14-Jun-27																									
L6.AN.640	Install Doors & Hardware	10	01-Jun-27	14-Jun-27																									
L6.AN.710	ICU Doors	5	01-Jun-27	07-Jun-27																									
L6.AN.720	Install Architectural Finishes	20	01-Jun-27	28-Jun-27																									
L6.AN.880	Install Interior Glazing	5	09-Jun-27	15-Jun-27																									
L6.AN.550	Install Plumbing Fixtures	7	15-Jun-27	23-Jun-27																									
L6.AN.590	Final Paint	10	24-Jun-27	08-Jul-27																									
L6.AN.610	Install Div 10	5	01-Jul-27	08-Jul-27																									
Punch-Out, Clean, Completion		5	09-Jul-27	15-Jul-27																									
L6.AN.650	Punchlist/Construction Clean	5	09-Jul-27	15-Jul-27																									
LEVEL 06 AREA AS		227	16-Sep-26	05-Aug-27																									
Rough-In		140	16-Sep-26	02-Apr-27																									
L6.AS.140	Frame & Top Out Priority Walls	15	16-Sep-26	06-Oct-26																									
L6.AS.110	Start Interior Rough Lvl. , Area	0	14-Oct-26																										
L6.AS.1460	Float Floors for Layout	5	14-Oct-26	20-Oct-26																									
L6.AS.100	Layout/Install Top & Bottom Track	10	04-Nov-26	17-Nov-26																									
L6.AS.120	Set/Stage Modular Exam Rooms (16)	16	12-Nov-26	04-Dec-26																									
Overhead Rough		102	09-Nov-26	02-Apr-27																									
L6.AS.130	Layout Overhead MEP's	5	09-Nov-26	13-Nov-26																									
L6.AS.150	Install Ductwork	20	21-Jan-27	17-Feb-27																									
L6.AS.240	Install P-Tube (OH)	5	21-Jan-27	27-Jan-27																									
L6.AS.160	Install Mechanical Piping	15	28-Jan-27	17-Feb-27																									
L6.AS.170	Install Plumbing Domestic Water (OH)	15	28-Jan-27	17-Feb-27																									
L6.AS.180	Install Med Gas Piping (OH)	5	28-Jan-27	03-Feb-27																									
L6.AS.190	Install Plumbing San & STS (OH)	15	28-Jan-27	17-Feb-27																									
L6.AS.210	Install Electrical Rough (OH)	15	28-Jan-27	17-Feb-27																									
L6.AS.220	Install Fire Protection Rough (OH)	15	28-Jan-27	17-Feb-27																									
L6.AS.230	Install BAS Conduit (OH)	15	28-Jan-27	17-Feb-27																									
L6.AS.310	Install Electric Feeders	10	18-Feb-27	03-Mar-27																									
L6.AS.320	DALT/Pressure Testing	2	18-Feb-27	19-Feb-27																									
L6.AS.330	Pressure Test Domestic Water	2	18-Feb-27	19-Feb-27																									
L6.AS.340	Insulate all Horizontal STS Piping	3	18-Feb-27	22-Feb-27																									
L6.AS.350	Pressure Test Mechanical Piping	2	18-Feb-27	19-Feb-27																									
L6.AS.360	Insulate Ductwork	10	22-Feb-27	05-Mar-27																									
L6.AS.370	Insulate Domestic Water Piping	10	22-Feb-27	05-Mar-27																									
L6.AS.380	Insulate Mechanical Piping	10	22-Feb-27	05-Mar-27																									
L6.AS.450	QA/QC Pre-Grid Inspections & Corrections	20	08-Mar-27	02-Apr-27																									

- Frame & Top Out Priority
- ◆ Start Interior Rough Lvl
- Float Floors for Layout
- Layout/Install T
- Set/Stage
- Layout Overhead

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
In-Wall Rough					61	07-Dec-26	03-Mar-27																						
L6.AS.200	Frame Interior Partitions & Soffits	10	07-Dec-26	18-Dec-26																								■ Frame	
L6.AS.250	Install Plumbing In-Wall Rough	10	21-Dec-26	05-Jan-27																								■ Ins	
L6.AS.260	Install Med Gas In-Wall Rough	10	21-Dec-26	05-Jan-27																								■ Ins	
L6.AS.270	Install Electrical In-Wall Rough	10	21-Dec-26	05-Jan-27																								■ Ins	
L6.AS.280	Install Controls/BAS In-Wall Rough	7	21-Dec-26	30-Dec-26																								■ Insta	
L6.AS.290	Install Low Voltage In-Wall Rough	10	21-Dec-26	05-Jan-27																								■ Ins	
L6.AS.300	Install Fire Alarm In-Wall Rough	10	21-Dec-26	05-Jan-27																								■ Ins	
L6.AS.390	Pressure Test Plumbing Piping (IW)	2	06-Jan-27	07-Jan-27																								■ Pre	
L6.AS.430	Insulate In-Wall Plumbing	5	08-Jan-27	14-Jan-27																								■ In	
L6.AS.410	Pressure Test Med Gas Piping	2	04-Feb-27	05-Feb-27																									
L6.AS.440	QA/QC & City In-Wall Inspections & Corrections	15	08-Feb-27	26-Feb-27																									
L6.AS.400	Pull Low Voltage Cabling	10	18-Feb-27	03-Mar-27																									
L6.AS.420	Pull Conductors	10	18-Feb-27	03-Mar-27																									
Fit-Out					107	01-Mar-27	29-Jul-27																						
L6.AS.460	HTF Drywall Walls, Ceilings, Soffits	15	01-Mar-27	19-Mar-27																									
L6.AS.470	Install Fire Alarm Cabling	7	22-Mar-27	30-Mar-27																									
L6.AS.480	Prime & First Coat Paint	10	22-Mar-27	02-Apr-27																									
L6.AS.490	Install Ceiling Grid (ACT & Wood)	15	05-Apr-27	23-Apr-27																									
L6.AS.510	Trim Electrical Wall Devices	7	05-Apr-27	13-Apr-27																									
L6.AS.520	Install LV Devices & Trim	7	05-Apr-27	13-Apr-27																									
L6.AS.530	Install Med Gas Trim	4	05-Apr-27	08-Apr-27																									
L6.AS.700	Install Wall & Floor Tile in Bathrooms	5	05-Apr-27	09-Apr-27																									
L6.AS.540	Med Gas Certifications	1	09-Apr-27	09-Apr-27																									
L6.AS.570	Install Light Fixtures & Lighting Control Devices	8	19-Apr-27	28-Apr-27																									
L6.AS.580	Install Sprinkler Heads	8	19-Apr-27	28-Apr-27																									
L6.AS.560	Install Fire Alarm Ceiling Devices & Trim	5	26-Apr-27	30-Apr-27																									
L6.AS.600	QC & City In-Ceiling Inspections & Corrections	15	03-May-27	21-May-27																									
L6.AS.620	Install Ceiling Tiles (ACT)	5	24-May-27	28-May-27																									
L6.AS.1470	Install Wood Ceiling Panels	10	24-May-27	07-Jun-27																									
L6.AS.630	Install Flooring	15	01-Jun-27	21-Jun-27																									
L6.AS.500	Install Millwork	10	22-Jun-27	06-Jul-27																									
L6.AS.640	Install Doors & Hardware	10	22-Jun-27	06-Jul-27																									
L6.AS.710	ICU Doors	5	22-Jun-27	28-Jun-27																									
L6.AS.720	Install Architectural Finishes	20	22-Jun-27	20-Jul-27																									
L6.AS.880	Install Interior Glazing	5	30-Jun-27	07-Jul-27																									
L6.AS.550	Install Plumbing Fixtures	7	07-Jul-27	15-Jul-27																									
L6.AS.590	Final Paint	10	16-Jul-27	29-Jul-27																									
L6.AS.610	Install Div 10	5	23-Jul-27	29-Jul-27																									
Electrical & TR Rooms					5	30-Jul-27	05-Aug-27																						
L6.AS.650	Punchlist/Construction Clean	5	30-Jul-27	05-Aug-27																									
Final Floor Completion					40	06-Aug-27	01-Oct-27																						
L6.500	TAB, Commissioning, Final Clean - Level 6	40	06-Aug-27	01-Oct-27																									
LEVEL 07					375	10-Apr-26	29-Sep-27																						
LEVEL 07 AREA BN					290	10-Apr-26	28-May-27																						
Rough-In					198	10-Apr-26	20-Jan-27																						

■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ ◆ Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L7.BN.520	Install LV Devices & Trim	7	28-Jan-27	05-Feb-27																									
L7.BN.530	Install Med Gas Trim	4	28-Jan-27	02-Feb-27																									
L7.BN.800	Install Wall & Floor Tile in Bathrooms	5	28-Jan-27	03-Feb-27																									
L7.BN.540	Med Gas Certifications	1	03-Feb-27	03-Feb-27																									
L7.BN.570	Install Light Fixtures & Lighting Control Devices	8	11-Feb-27	22-Feb-27																									
L7.BN.580	Install Sprinkler Heads	8	11-Feb-27	22-Feb-27																									
L7.BN.560	Install Fire Alarm Ceiling Devices & Trim	5	18-Feb-27	24-Feb-27																									
L7.BN.600	QC & City In-Ceiling Inspections & Corrections	15	25-Feb-27	17-Mar-27																									
L7.BN.620	Install Ceiling Tiles (ACT)	5	18-Mar-27	24-Mar-27																									
L7.BN.1470	Install Wood Ceiling Panels	10	18-Mar-27	31-Mar-27																									
L7.BN.630	Install Flooring	15	25-Mar-27	14-Apr-27																									
L7.BN.500	Install Millwork	10	15-Apr-27	28-Apr-27																									
L7.BN.640	Install Doors & Hardware	10	15-Apr-27	28-Apr-27																									
L7.BN.710	ICU Doors	5	15-Apr-27	21-Apr-27																									
L7.BN.720	Install Architectural Finishes	20	15-Apr-27	12-May-27																									
L7.BN.880	Install Interior Glazing	5	23-Apr-27	29-Apr-27																									
L7.BN.550	Install Plumbing Fixtures	7	29-Apr-27	07-May-27																									
L7.BN.590	Final Paint	10	10-May-27	21-May-27																									
L7.BN.610	Install Div 10	5	17-May-27	21-May-27																									
Punch-Out, Clean, Completion		5	24-May-27	28-May-27																									
L7.BN.650	Punchlist/Construction Clean	5	24-May-27	28-May-27																									
LEVEL 07 AREA BS		295	24-Apr-26	21-Jun-27																									
Rough-In		208	24-Apr-26	17-Feb-27																									
L7.BS.140	Frame & Top Out Priority Walls	15	24-Apr-26	14-May-26																									
L7.BS.110	Start Interior Rough Lvl. ,Area	0	01-May-26																										
L7.BS.1460	Float Floors for Layout	5	01-May-26	07-May-26																									
L7.BS.120	Set/Stage Modular Exam Rooms (18)	18	08-May-26	03-Jun-26																									
L7.BS.100	Layout/Install Top & Bottom Track	10	21-Aug-26	03-Sep-26																									
Overhead Rough		122	26-Aug-26	17-Feb-27																									
L7.BS.130	Layout Overhead MEP's	5	26-Aug-26	01-Sep-26																									
L7.BS.150	Install Ductwork	20	04-Dec-26	04-Jan-27																									
L7.BS.240	Install P-Tube (OH)	5	04-Dec-26	10-Dec-26																									
L7.BS.160	Install Mechanical Piping	15	11-Dec-26	04-Jan-27																									
L7.BS.170	Install Plumbing Domestic Water (OH)	15	11-Dec-26	04-Jan-27																									
L7.BS.180	Install Med Gas Piping (OH)	5	11-Dec-26	17-Dec-26																									
L7.BS.190	Install Plumbing San & STS (OH)	15	11-Dec-26	04-Jan-27																									
L7.BS.210	Install Electrical Rough (OH)	15	11-Dec-26	04-Jan-27																									
L7.BS.220	Install Fire Protection Rough (OH)	15	11-Dec-26	04-Jan-27																									
L7.BS.230	Install BAS Conduit (OH)	15	11-Dec-26	04-Jan-27																									
L7.BS.310	Install Electric Feeders	10	05-Jan-27	18-Jan-27																									
L7.BS.320	DALT/Pressure Testing	2	05-Jan-27	06-Jan-27																									
L7.BS.330	Pressure Test Domestic Water	2	05-Jan-27	06-Jan-27																									
L7.BS.340	Insulate all Horizontal STS Piping	3	05-Jan-27	07-Jan-27																									
L7.BS.350	Pressure Test Mechanical Piping	2	05-Jan-27	06-Jan-27																									
L7.BS.360	Insulate Ductwork	10	07-Jan-27	20-Jan-27																									

- Frame & Top Out Priority Walls
- ◆ Start Interior Rough Lvl. ,Area
- Float Floors for Layout
- Set/Stage Modular Exam Rooms (18)
- Layout/Install Top & Bottom Track
- Layout Overhead MEP's

- Inst
- Install P-T
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■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Rough-In					115	30-Sep-26	12-Mar-27																						
L7.AN.140	Frame & Top Out Priority Walls	15	30-Sep-26	20-Oct-26																									
L7.AN.110	Start Interior Rough Lvl. , Area	0	14-Oct-26																										
L7.AN.1460	Float Floors for Layout	5	14-Oct-26	20-Oct-26																									
L7.AN.120	Set/Stage Modular Exam Rooms (6)	8	21-Oct-26	30-Oct-26																									
L7.AN.660	Install Drainage for Semi Dry-in Area A	5	21-Oct-26	27-Oct-26																									
L7.AN.100	Layout/Install Top & Bottom Track	10	28-Oct-26	10-Nov-26																									
Overhead Rough					92	02-Nov-26	12-Mar-27																						
L7.AN.130	Layout Overhead MEP's	5	02-Nov-26	06-Nov-26																									
L7.AN.150	Install Ductwork	20	30-Dec-26	27-Jan-27																									
L7.AN.240	Install P-Tube (OH)	5	30-Dec-26	06-Jan-27																									
L7.AN.160	Install Mechanical Piping	15	07-Jan-27	27-Jan-27																									
L7.AN.170	Install Plumbing Domestic Water (OH)	15	07-Jan-27	27-Jan-27																									
L7.AN.180	Install Med Gas Piping (OH)	5	07-Jan-27	13-Jan-27																									
L7.AN.190	Install Plumbing San & STS (OH)	15	07-Jan-27	27-Jan-27																									
L7.AN.210	Install Electrical Rough (OH)	15	07-Jan-27	27-Jan-27																									
L7.AN.220	Install Fire Protection Rough (OH)	15	07-Jan-27	27-Jan-27																									
L7.AN.230	Install BAS Conduit (OH)	15	07-Jan-27	27-Jan-27																									
L7.AN.310	Install Electric Feeders	10	28-Jan-27	10-Feb-27																									
L7.AN.320	DALT/Pressure Testing	2	28-Jan-27	29-Jan-27																									
L7.AN.330	Pressure Test Domestic Water	2	28-Jan-27	29-Jan-27																									
L7.AN.340	Insulate all Horizontal STS Piping	3	28-Jan-27	01-Feb-27																									
L7.AN.350	Pressure Test Mechanical Piping	2	28-Jan-27	29-Jan-27																									
L7.AN.360	Insulate Ductwork	10	01-Feb-27	12-Feb-27																									
L7.AN.370	Insulate Domestic Water Piping	10	01-Feb-27	12-Feb-27																									
L7.AN.380	Insulate Mechanical Piping	10	01-Feb-27	12-Feb-27																									
L7.AN.450	QA/QC Pre-Grid Inspections & Corrections	20	15-Feb-27	12-Mar-27																									
In-Wall Rough					63	11-Nov-26	10-Feb-27																						
L7.AN.200	Frame Interior Partitions & Soffits	10	11-Nov-26	24-Nov-26																									
L7.AN.250	Install Plumbing In-Wall Rough	10	25-Nov-26	09-Dec-26																									
L7.AN.260	Install Med Gas In-Wall Rough	10	25-Nov-26	09-Dec-26																									
L7.AN.270	Install Electrical In-Wall Rough	10	25-Nov-26	09-Dec-26																									
L7.AN.280	Install Controls/BAS In-Wall Rough	7	25-Nov-26	04-Dec-26																									
L7.AN.290	Install Low Voltage In-Wall Rough	10	25-Nov-26	09-Dec-26																									
L7.AN.300	Install Fire Alarm In-Wall Rough	10	25-Nov-26	09-Dec-26																									
L7.AN.390	Pressure Test Plumbing Piping (IW)	2	10-Dec-26	11-Dec-26																									
L7.AN.430	Insulate In-Wall Plumbing	5	14-Dec-26	18-Dec-26																									
L7.AN.410	Pressure Test Med Gas Piping	2	14-Jan-27	15-Jan-27																									
L7.AN.440	QA/QC & City In-Wall Inspections & Corrections	15	18-Jan-27	05-Feb-27																									
L7.AN.400	Pull Low Voltage Cabling	10	28-Jan-27	10-Feb-27																									
L7.AN.420	Pull Conductors	10	28-Jan-27	10-Feb-27																									
Fit-Out					107	15-Feb-27	15-Jul-27																						
L7.AN.460	HTF Drywall Walls, Ceilings, Soffits	15	15-Feb-27	05-Mar-27																									
L7.AN.470	Install Fire Alarm Cabling	7	08-Mar-27	16-Mar-27																									
L7.AN.480	Prime & First Coat Paint	10	08-Mar-27	19-Mar-27																									

■ Remaining Level of Effort
 ■ Actual Work
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■ Actual Level of Effort
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Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L7.AN.490	Install Ceiling Grid (ACT & Wood)	15	22-Mar-27	09-Apr-27																									
L7.AN.510	Trim Electrical Wall Devices	7	22-Mar-27	30-Mar-27																									
L7.AN.520	Install LV Devices & Trim	7	22-Mar-27	30-Mar-27																									
L7.AN.530	Install Med Gas Trim	4	22-Mar-27	25-Mar-27																									
L7.AN.700	Install Wall & Floor Tile in Bathrooms	5	22-Mar-27	26-Mar-27																									
L7.AN.540	Med Gas Certifications	1	26-Mar-27	26-Mar-27																									
L7.AN.570	Install Light Fixtures & Lighting Control Devices	8	05-Apr-27	14-Apr-27																									
L7.AN.580	Install Sprinkler Heads	8	05-Apr-27	14-Apr-27																									
L7.AN.560	Install Fire Alarm Ceiling Devices & Trim	5	12-Apr-27	16-Apr-27																									
L7.AN.600	QC & City In-Ceiling Inspections & Corrections	15	19-Apr-27	07-May-27																									
L7.AN.620	Install Ceiling Tiles (ACT)	5	10-May-27	14-May-27																									
L7.AN.1470	Install Wood Ceiling Panels	10	10-May-27	21-May-27																									
L7.AN.630	Install Flooring	15	17-May-27	07-Jun-27																									
L7.AN.500	Install Millwork	10	08-Jun-27	21-Jun-27																									
L7.AN.640	Install Doors & Hardware	10	08-Jun-27	21-Jun-27																									
L7.AN.720	Install Architectural Finishes	20	08-Jun-27	06-Jul-27																									
L7.AN.880	Install Interior Glazing	5	16-Jun-27	22-Jun-27																									
L7.AN.550	Install Plumbing Fixtures	7	22-Jun-27	30-Jun-27																									
L7.AN.590	Final Paint	10	01-Jul-27	15-Jul-27																									
L7.AN.610	Install Div 10	5	09-Jul-27	15-Jul-27																									
Punch-Out, Clean, Completion		5	16-Jul-27	22-Jul-27																									
L7.AN.650	Punchlist/Construction Clean	5	16-Jul-27	22-Jul-27																									
LEVEL 07 AREA AS		205	14-Oct-26	03-Aug-27																									
Rough-In		120	14-Oct-26	02-Apr-27																									
L7.AS.140	Frame & Top Out Priority Walls	15	14-Oct-26	03-Nov-26																									
L7.AS.110	Start Interior Rough Lvl. , Area	0	14-Oct-26																										
L7.AS.1460	Float Floors for Layout	5	14-Oct-26	20-Oct-26																									
L7.AS.120	Set/Stage Modular Exam Rooms (6)	8	02-Nov-26	11-Nov-26																									
L7.AS.100	Layout/Install Top & Bottom Track	10	11-Nov-26	24-Nov-26																									
Overhead Rough		97	16-Nov-26	02-Apr-27																									
L7.AS.130	Layout Overhead MEP's	5	16-Nov-26	20-Nov-26																									
L7.AS.150	Install Ductwork	20	21-Jan-27	17-Feb-27																									
L7.AS.240	Install P-Tube (OH)	5	21-Jan-27	27-Jan-27																									
L7.AS.160	Install Mechanical Piping	15	28-Jan-27	17-Feb-27																									
L7.AS.170	Install Plumbing Domestic Water (OH)	15	28-Jan-27	17-Feb-27																									
L7.AS.180	Install Med Gas Piping (OH)	5	28-Jan-27	03-Feb-27																									
L7.AS.190	Install Plumbing San & STS (OH)	15	28-Jan-27	17-Feb-27																									
L7.AS.210	Install Electrical Rough (OH)	15	28-Jan-27	17-Feb-27																									
L7.AS.220	Install Fire Protection Rough (OH)	15	28-Jan-27	17-Feb-27																									
L7.AS.230	Install BAS Conduit (OH)	15	28-Jan-27	17-Feb-27																									
L7.AS.310	Install Electric Feeders	10	18-Feb-27	03-Mar-27																									
L7.AS.320	DALT/Pressure Testing	2	18-Feb-27	19-Feb-27																									
L7.AS.330	Pressure Test Domestic Water	2	18-Feb-27	19-Feb-27																									
L7.AS.340	Insulate all Horizontal STS Piping	3	18-Feb-27	22-Feb-27																									
L7.AS.350	Pressure Test Mechanical Piping	2	18-Feb-27	19-Feb-27																									

- Frame & Top Out
- ◆ Start Interior Rough Lvl
- Float Floors for Layout
- Set/Stage Modu
- Layout/Install
- Layout Overh

■ Remaining Level of Effort
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■ Actual Level of Effort
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UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
L7.500	TAB, Commissioning, Final Clean - Level 7	40	04-Aug-27	29-Sep-27																									
Thermal Distribution & Startup		412	31-Jul-25	12-Mar-27																									
A38520	Install Temporary Climate Control for Building	10	24-Nov-25	08-Dec-25																									
A38530	Temporary Climate Control for Building in Place	321	09-Dec-25	12-Mar-27																									
A38190	Installation of AG Thermal Utilities for UK Cancer Center	88	06-Mar-26	09-Jul-26																									
A38270	Installation of UG Thermal Utilities for UK Cancer Center	152	10-Jul-26	12-Feb-27																									
A38200	AHU Startup	20	15-Feb-27	12-Mar-27																									
Below Grade Thermal Utilities Tunnel		270	31-Jul-25	20-Aug-26																									
A38290	Receive Equipment, Stage Equipment/Materials, Set Up	5	31-Jul-25	06-Aug-25																									
A38460	Begin Site Work	0	31-Jul-25																										
A38300	Prepare East V4 Site (Grading, C&G, Staging)	10	07-Aug-25	20-Aug-25																									
A38310	Prepare West V5 Site (Grading, C&G, Staging)	10	21-Aug-25	04-Sep-25																									
A38320	V4 Pre-Drilling of Rock	10	05-Sep-25	18-Sep-25																									
A38330	V4 Shaft Excavation & Initial Support	40	19-Sep-25	13-Nov-25																									
A38350	Receive Tunnel Equipment & Set Up	35	26-Sep-25	13-Nov-25																									
A38360	Tunnel Excavation & Initial Support	90	14-Nov-25	24-Mar-26																									
A38470	V5 Pre-Drilling of Rock	10	14-Nov-25	28-Nov-25																									
A38340	V5 Shaft Excavation & Initial Support	10	01-Dec-25	12-Dec-25																									
A38370	Smoothing Shotcrete	5	25-Mar-26	31-Mar-26																									
A38380	Waterproof Membrane Installation	10	01-Apr-26	14-Apr-26																									
A38390	Tunnel Final Lining - Rebar, Shotcrete	30	15-Apr-26	27-May-26																									
A38400	V4 Installation	5	28-May-26	03-Jun-26																									
A38410	V5 Installation	5	04-Jun-26	10-Jun-26																									
A38420	Backfill Around V4 Vault	10	11-Jun-26	24-Jun-26																									
A38440	Backfill Around V5 Vault	10	25-Jun-26	09-Jul-26																									
A38430	Remove Staging & Restore V4 Site	10	10-Jul-26	23-Jul-26																									
A38450	Remove Staging & Restore V5 Site	10	24-Jul-26	06-Aug-26																									
A38280	Remove Equipment and Final Clean	10	07-Aug-26	20-Aug-26																									
Final Site Work		553	16-Sep-25	15-Nov-27																									
A30000	Final Site Concrete, Hardscape & Landscaping	135	19-Feb-27	30-Aug-27																									
A33330	Demobilize Walsh Construction Trailers	0	31-Aug-27																										
Temporary Loading Dock		234	16-Sep-25	14-Aug-26																									
A38810	Install Temporary Asphalt to building	3	16-Sep-25	18-Sep-25																									
A38800	Install Temporary Loading Dock	15	19-Sep-25	09-Oct-25																									
A38820	Demo Temporary Loading dock	5	10-Aug-26	14-Aug-26																									
Permanent Loading Dock		29	07-Jul-26	14-Aug-26																									
A33150	Rough Grade Loading Dock Area	3	07-Jul-26	09-Jul-26																									
A33250	Install Trench Drain at Concrete Paving	3	10-Jul-26	14-Jul-26																									
A34190	FRP Concrete Road Paving - Area 4 - after fuel tank install	10	10-Jul-26	23-Jul-26																									
A33180	FRP Cast in Place Concrete for Loading Dock	10	15-Jul-26	28-Jul-26																									
A33190	Install Temporary Concrete Protection	5	29-Jul-26	04-Aug-26																									
A33200	FRP Loading Dock Walls & Embeds	10	29-Jul-26	11-Aug-26																									
A33210	Install Dock Levelers	8	29-Jul-26	07-Aug-26																									
A38690	Install Loading Dock Equipment	5	05-Aug-26	11-Aug-26																									
A33220	Dock Available for Construction Use	0		07-Aug-26																									

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

Data Date: 27-Jan-25
Run Date 30-Jan-25

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
SI.A1.440	Seeding, Sod, Mulch - Finish Area 1	5	09-Nov-27	15-Nov-27																									
Area 2		90	26-Feb-27	02-Jul-27																									
SI.A2.100	Rough Grade for Site Hardscape - Area 2	5	26-Feb-27	04-Mar-27																									
SI.A2.110	Demo Temporary Annex Parking Lot - Area 2	5	26-Feb-27	04-Mar-27																									
SI.A2.120	Tie in Waller Annex Downspouts to HST-2	5	26-Feb-27	04-Mar-27																									
SI.A2.130	Install Irrigation Sleeves - Finish Area 2	4	02-Mar-27	05-Mar-27																									
SI.A2.140	Install Light Pole Bases - Finish Area 2	10	05-Mar-27	18-Mar-27																									
SI.A2.150	Final Grade for Site Hardscape - Area 2	5	08-Mar-27	12-Mar-27																									
SI.A2.160	Concrete Sidewalk Paving - Area 2	15	02-Apr-27	22-Apr-27																									
SI.A2.170	Site Lighting - Finish Area 2	10	23-Apr-27	06-May-27																									
SI.A2.180	Backfill Hardscapes - Finish Area 2	5	23-Apr-27	29-Apr-27																									
SI.A2.190	Install Irrigation System - Finish Area 2	10	30-Apr-27	13-May-27																									
SI.A2.200	Install Topsoil - Finish Area 2	10	14-May-27	27-May-27																									
SI.A2.210	Install Plantings - Finish Area 2	10	21-May-27	04-Jun-27																									
SI.A2.220	Seeding, Sod, Mulch - Finish Area 2	12	07-Jun-27	22-Jun-27																									
SI.A2.230	Irrigation Adjustments & Sprinkler Heads - Finish Area 2	8	23-Jun-27	02-Jul-27																									
Area 4		50	05-Mar-27	13-May-27																									
SI.A4.100	Rough Grade for Site Hardscape - Area 4	5	05-Mar-27	11-Mar-27																									
SI.A4.110	Install Irrigation Sleeves - Finish Area 4	4	12-Mar-27	17-Mar-27																									
SI.A4.120	Install Light Pole Bases - Finish Area 4	7	12-Mar-27	22-Mar-27																									
SI.A4.130	FRP Concrete Curbs - Area 4	5	12-Mar-27	18-Mar-27																									
SI.A4.140	Final Grade for Site Hardscape - Area 4	4	18-Mar-27	23-Mar-27																									
SI.A4.150	Install Irrigation System - Finish Area 4	5	18-Mar-27	24-Mar-27																									
SI.A4.160	Asphalt Paving - Area 4	10	19-Mar-27	01-Apr-27																									
SI.A4.170	Install Topsoil - Finish Area 4	5	25-Mar-27	31-Mar-27																									
SI.A4.180	Install Plantings - Finish Area 4	5	02-Apr-27	08-Apr-27																									
SI.A4.190	Seeding, Sod, Mulch - Finish Area 4	5	09-Apr-27	15-Apr-27																									
SI.A4.200	Irrigation Adjustments & Sprinkler Heads - Finish Area 4	3	16-Apr-27	20-Apr-27																									
SI.A4.210	Concrete Sidewalk Paving - Area 4	8	23-Apr-27	04-May-27																									
SI.A4.220	Site Lighting - Finish Area 4	7	05-May-27	13-May-27																									
SI.A4.230	Backfill Hardscapes - Finish Area 4	5	05-May-27	11-May-27																									
SI.A4.240	Area 4 Landscaping Complete	0		13-May-27																									
Pavilion A Renovations		200	07-Oct-26	20-Jul-27																									
Demolition		55	07-Oct-26	23-Dec-26																									
PAVA.100	Install ICRA	15	07-Oct-26	27-Oct-26																									
PAVA.110	Demo Existing Precast, Metal Panel, Curtainwall	40	28-Oct-26	23-Dec-26																									
Construction		145	24-Dec-26	20-Jul-27																									
PAVA.130	Layout/Install Top & Bottom Track	5	24-Dec-26	31-Dec-26																									
Rough-In		59	30-Dec-26	23-Mar-27																									
Overhead Rough		59	30-Dec-26	23-Mar-27																									
PAVA.140	Layout Overhead MEP's	5	30-Dec-26	06-Jan-27																									
PAVA.150	Install Ductwork (OH)	15	07-Jan-27	27-Jan-27																									
PAVA.170	Install Mechanical Piping (OH)	10	14-Jan-27	27-Jan-27																									
PAVA.180	Install MEP & FP Rough (OH)	10	28-Jan-27	10-Feb-27																									
PAVA.250	DALT/Pressure Testing	2	28-Jan-27	29-Jan-27																									
PAVA.280	Pressure Test Mechanical Piping	2	28-Jan-27	29-Jan-27																									

■ Remaining Level of Effort
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Data Date: 27-Jan-25
Run Date 30-Jan-25

UK Cancer Treatment & Advanced Ambulatory Center Progress Update Schedule: 27-Jan-25

Activity ID	Activity Name	Original Duration	Start	Finish	2025												2026												2027
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
PAVA.290	Insulate Ductwork/Mechanical Piping	7	01-Feb-27	09-Feb-27																									
PAVA.240	Install Electric Feeders	7	11-Feb-27	19-Feb-27																									
PAVA.260	Pressure Test Domestic/Horizontal STS Piping	2	11-Feb-27	12-Feb-27																									
PAVA.470	Install Fire Alarm Cabling	7	11-Feb-27	19-Feb-27																									
PAVA.300	Insulate Domestic/Horizontal STS Piping	7	15-Feb-27	23-Feb-27																									
PAVA.320	QA/QC Pre-Grid Inspections & Corrections	20	24-Feb-27	23-Mar-27																									
In-Wall Rough		36	04-Jan-27	22-Feb-27																									
PAVA.330	Frame Interior Partitions & Soffits	7	04-Jan-27	12-Jan-27																									
PAVA.340	Install MEP-FP In-Wall Rough	7	13-Jan-27	21-Jan-27																									
PAVA.370	Install Controls/BAS In-Wall Rough	5	13-Jan-27	19-Jan-27																									
PAVA.380	Install Low Voltage In-Wall Rough	5	13-Jan-27	19-Jan-27																									
PAVA.400	Pressure Test Plumbing Piping (IW)	2	22-Jan-27	25-Jan-27																									
PAVA.410	Pull Low Voltage Cabling	7	22-Jan-27	01-Feb-27																									
PAVA.430	Pull Conductors	7	22-Jan-27	01-Feb-27																									
PAVA.440	Insulate In-Wall Plumbing	5	26-Jan-27	01-Feb-27																									
PAVA.450	QA/QC & City In-Wall Inspections & Corrections	15	02-Feb-27	22-Feb-27																									
Fit-Out		99	23-Feb-27	13-Jul-27																									
PAVA.460	HTF Drywall Walls, Ceilings, Soffits	10	23-Feb-27	08-Mar-27																									
PAVA.480	Prime & First Coat Paint	5	09-Mar-27	15-Mar-27																									
PAVA.500	Trim Electrical Wall Devices	7	16-Mar-27	24-Mar-27																									
PAVA.510	Install LV Devices & Trim	7	16-Mar-27	24-Mar-27																									
PAVA.530	Install Wall Protection	5	16-Mar-27	22-Mar-27																									
PAVA.670	Install Plumbing Fixtures	7	23-Mar-27	31-Mar-27																									
PAVA.490	Install Ceiling Grid (ACT)	7	24-Mar-27	01-Apr-27																									
PAVA.570	Install Light Fixtures & Lighting Control Devices	8	31-Mar-27	09-Apr-27																									
PAVA.580	Install Sprinkler Heads	8	31-Mar-27	09-Apr-27																									
PAVA.560	Install Fire Alarm Ceiling Devices & Trim	5	02-Apr-27	08-Apr-27																									
PAVA.590	QC & City In-Ceiling Inspections & Corrections	5	12-Apr-27	16-Apr-27																									
PAVA.600	Install Ceiling Tiles (ACT)	5	19-Apr-27	23-Apr-27																									
PAVA.710	Shot Blast/Grind for Terrazzo Flooring	5	26-Apr-27	30-Apr-27																									
PAVA.720	Install Schluter Strips for Terrazzo Flooring	10	03-May-27	14-May-27																									
PAVA.740	Install Terrazzo Flooring (Color 1)	10	17-May-27	28-May-27																									
PAVA.750	Install Terrazzo Flooring (Color 2)	10	01-Jun-27	14-Jun-27																									
PAVA.770	Rough Grind Terrazzo Flooring	5	15-Jun-27	21-Jun-27																									
PAVA.780	Final Grind Terrazzo Flooring	5	22-Jun-27	28-Jun-27																									
PAVA.790	Polish & Seal Terrazzo Flooring	5	29-Jun-27	06-Jul-27																									
PAVA.640	Install Doors & Hardware	2	07-Jul-27	08-Jul-27																									
PAVA.660	Install Architectural Finishes	5	07-Jul-27	13-Jul-27																									
PAVA.680	Install Interior Glazing	2	08-Jul-27	09-Jul-27																									
PAVA.700	Install Div 10	2	12-Jul-27	13-Jul-27																									
PAVA.690	Final Paint	2	12-Jul-27	13-Jul-27																									
Punch-Out, Clean, Completion		5	14-Jul-27	20-Jul-27																									
A38830	Punchlist/Construction Clean PAVA	5	14-Jul-27	20-Jul-27																									
POST CONSTRUCTION		346	17-Aug-26	23-Dec-27																									
COMMISSIONING & ACTIVATION		346	17-Aug-26	23-Dec-27																									

■ Remaining Level of Effort
 ■ Actual Work
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■ Actual Level of Effort
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223026-V12 R0 UPD

SECTION 00 73 36 - 01 – Pre-Apprentice Program

1. Pre-Apprentice Program Overview

This program is a community-minded construction exposure program that expands opportunity with industry-based training and preparation for individuals to succeed in the construction industry. Candidates are sourced through community-based organizations for an 8 week program that engages and interacts with all aspects of the project.

PARTICIPANT BENEFITS:

- Financial compensation
- Exposure to the field of construction.
- Management and tradesmen training.
- Build communication and work-readiness skills.
- The ultimate goal of the pre-apprentice program is to identify talented individuals from the community to be offered employment into the construction labor force.

2. Candidate Selection

Walsh will lead engagement with University of Kentucky, local community organizations, and the general public to identify applicants to the Pre-Apprentice Program. Participants will be screened, interviewed, and selected from the applicant pool.

3. Program Implementation

The Program will last 8 weeks per 'class' of Pre-Apprentices. It is anticipated there will be 4 separate classes: one each in 2024 and 2025 and two in 2026.

Week 1: Pre-apprentices will shadow Walsh Project Management Office Staff to get an overview of how construction projects are managed and be oriented to the project.

Week 2: Pre-apprentices will shadow Walsh Superintendent staff and experience the management of the different on-site trades and how the work is being executed.

Weeks 3-8: Boots on the ground. Pre-apprentices will be assigned to a specific subcontractor and shadow their foreman. The subcontractor assignments will shift week to week so each pre-apprentice has an opportunity to see several trades.

After an 8: Week successful completion of the program a graduation ceremony is held onsite or other local prominent location to celebrate the process and opportunity for growth.

Following completion of the program the ideal scenario is that the various pre-apprentice participants will have received employment offers from subcontractors, sponsorship to a formal apprentice program, sponsorship to a union training program, or comparable engagement in the construction industry.

4. Subcontractor Expectations

Each subcontractor is expected to participate in the program.

During each class of Pre Apprentices, each subcontractor that is active on site will be eligible for assignment for a pre-apprentice to shadow the foreman and crew for the week or multiple weeks of the program.

Walsh will be responsible for providing safety equipment and supplies for the Pre-Apprentices during the extent of the program.

The following subcontractors shall include in their bids the cost for hiring a pre-apprentice for eight (8) 40 hour work weeks at a rate of \$16 / Hour. Subcontractor shall be responsible for all additional costs to hire and employ the Pre-apprentice for the duration of the program including all required payroll taxes and legally required benefits for the local jurisdiction. Pre-apprentice will be assigned at random from the participant pool to a subcontractor for employment and payment.

2024 Class		2026 Class Summer
Excavation (BP 2)		Electrical
General Trades (BP 2)		Carpentry
Site Concrete / Paving (BP 1)		Mechanical
Electrical (BP 1)		Plumbing
Site Utilities (BP 2)		Roofing
2025 Class		General Trades
General Trades (BP7)		Floors
Concrete (BP7)		Fire Protection
Electrical (BP7)		
Carpentry (BP7)		2026 Class Fall
Facebrick (BP7)		Electrical
Mechanical (BP7)		Carpentry
Plumbing (BP7)		Carpentry Millwork
Glazer (BP7)		Mechanical
		Plumbing
		Paint
		General Trades
		Floors

Subcontractors are highly encouraged but not required to sponsor or hire program participants following completion of the 8 week program. Any obligation taken on by the subcontractor related to a program participant after completion of the program will be exclusively between the subcontractor and the individual(s).

BID BREAKDOWN FORM

Company Name:

Scope of Work : Trade Category 06B8.8 - Modular Casework

Item	Bid Quantities	Quantity	U/M	Unit Price	Total
001	General Requirements		LS		
002	Hoisting, Delivering, Shipping, Handling		LS		
003	Shop Drawings and Engineering		LS		
004	Level 00		LF		
005	Level 01		LF		
006	Level 02		LF		
007	Level 03		LF		
008	Level 04		LF		
009	Level 05		LF		
010	Level 06		LF		
011	Level 07		LF		
012	Level 08		LF		
Allowances (To be included in Base Bid on Bid Form)					
Allowance 1	Project Technology - Calculate as .15% (.0015) bid value	1	LS		
TOTAL BASE BID (this total should match Base Bid Total on 004100B01 Form of Proposal)					
Alternates					
001	Provide Rolling Cart (CAST-01) to match exam room casework.		LS		
002	Voluntary Alternates - Offeror to define options		LS		
Unit Prices - To be included in the Subcontract					
Unit Price 1	Typical Exam Room				
Unit Price 2	Typical Infusion Room				
Labor Rates - See Labor Rate Form					

Walsh Labor Rates Sheet

Company Name: _____

Scope of Work : _____ Trade Category _____

*Complete a Labor Rate Breakdown for each trade employed or subcontract employed

*TRADE:	Journeyman			Foreman			Apprentice		
	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time
Base Wage (total hourly wage)									
Taxes									
Insurance									
Fringes (total fringes)									
TOTAL HOURLY WAGE:									
*TRADE:	Journeyman			Foreman			Apprentice		
	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time
Base Wage (total hourly wage)									
Taxes									
Insurance									
Fringes (total fringes)									
TOTAL HOURLY WAGE:									
*TRADE:	Journeyman			Foreman			Apprentice		
	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time
Base Wage (total hourly wage)									
Taxes									
Insurance									
Fringes (total fringes)									
TOTAL HOURLY WAGE:									
*TRADE:	Journeyman			Foreman			Apprentice		
	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time
Base Wage (total hourly wage)									
Taxes									
Insurance									
Fringes (total fringes)									
TOTAL HOURLY WAGE:									
*TRADE:	Journeyman			Foreman			Apprentice		
	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time	Straight Time	1 1/2 Time	Double Time
Base Wage (total hourly wage)									
Taxes									
Insurance									
Fringes (total fringes)									
TOTAL HOURLY WAGE:									

Manpower and Billing Projections

Company Name:
Scope of Work :

Year	Month	Monthly Labor Projection		Billing Projection
		# of Workers	Labor Hours	This will not be used to structure or limit billings Projected Monthly Billing
2024	August			
	September			
	October			
	November			
	December			
	2024 Total			
2025	January			
	February			
	March			
	April			
	May			
	June			
	July			
	August			
	September			
	October			
	November			
	December			
	2025 Total			
2026	January			
	February			
	March			
	April			
	May			
	June			
	July			
	August			
	September			
	October			
	November			
	December			
	2026 Total			
2027	January			
	February			
	March			
	April			
	May			
	June			
	July			
	August			
	September			
	October			
	November			
	December			
	2027 Total			
	Project Total - match bid Form			

Subcontractor Bidder Qualifications

The University of Kentucky Cancer Treatment Center and Advanced Ambulatory Center is a large complex healthcare project that is critical to the health and wellness of the citizens of the Commonwealth of Kentucky. The size and Complexity of this project, require trade contractors, and their management staff, that are professional, safe, skilled, financially viable, and experienced in this product type. As such, Walsh Construction, the Construction Manager has established the following "Bidder Qualifications" in addition to the written specification qualifications as established by the Designers of Record.

This form is to be used to define and determines if a firm is to be a "Qualified Bidder" for the project. Walsh Construction Co II LLC reserves the right, to decline to recommend a subcontractor for contracting for the UK Cancer Treatment Center and Advanced Ambulatory Center following further review and analysis of a subcontractor's credentials and / or financial capacity.

Company Name:

Scope of Work :

	Category	Requirement	Subcontractor Response
Safety And Quality	Experience Modification Rate	Subcontractor must have a current EMR ≤ 1.00	
	OSHA 300A Log	Subcontractor must provide most recent OSHA 300A	
	Companywide Safety Program	Subcontractor must submit Corporate Safety Program	
	Companywide Quality Program	Subcontractor must submit Corporate Quality Program	
Capacity	Single Project Bonding Capacity	Subcontractor must have a single project bonding capacity of at least 1x the amount of your bid. Bonded subcontractors will be required to extend bond coverage to Change Orders. Provide single project bonding capacity.	
	Available Bonding Capacity	Subcontractor must have a current available bonding capacity of at least 1x the total amount of your bid.	
	Aggregate Bonding Capacity	Subcontractor must provide a project specific Surety Letter, dated within the past 6 months, with Power of Attorney attesting to subcontractor's ability to Bond the project and listing aggregate bonding capacity.	
	Qualifications	Subcontractor must submit qualifications within 5 business after receipt of bid per the directions outlined in the "Walsh Qualifications Exhibit".	
Management Team	Project Manager	Project Manager must have minimum 5 years' experience for bid amounts over \$5,000,000 and minimum 10 years' experience for bid amounts over \$10,000,000 with similar project completed in last 3 years.	
		Project Manager Name	
		Years Experience	
		Provide similar type project	
		Similar Type Project Reference	
	Project Superintendent	Superintendent must have minimum 5 years' experience for bid amounts over \$5,000,000 and minimum 10 years' experience for bid amounts over \$10,000,000 with similar project completed in last 3 years.	
		Superintendent Name	
		Years Experience	
		Provide similar type project	
		Similar Type Project Reference	
Safety Manager	Subcontractor must provide onsite safety management outlined in Exhibit B.1 and CCIP manual.		
References	Provide 3 Commerical References		
		1 - Name, Company, Contact	
		2 - Name, Company, Contact	
		3 - Name, Company, Contact	