

**Broadview Senior Living Community  
735 Anderson Hill Road Purchase, NY**

**EXHIBIT B-1: GENERAL SCOPE OF WORK**

The general scope of work is defined below and in other documents included with, or referenced in, this contract. The Subcontractor acknowledges s/he has reviewed all documents and accepts full responsibility for her/his work including material, fabrication, delivery, installation labor, supervision, transportation, unloading, hoisting, scaffolding, equipment, tools, layout, engineering, shop drawings, submittals, permits, insurance, bonds, and taxes. This work shall also include all and any other items or services necessary for and reasonably incidental to the proper execution and completion of the work, whether temporary or permanent, in accordance with all drawings, specifications, addenda, general conditions, general requirements, and other related documents as indicated herein.

The term "Subcontractor" used in the General Conditions, and all other bidding documents, are to be understood to mean the Contractor submitting this particular bid proposal as it pertains to this particular specific scope of work, hereafter referred to as 'work', or 'the work'. The scope of work shall include but not be limited to the following (all work shall be furnished and installed unless specifically noted otherwise herein):

**A. PROJECT MANAGEMENT**

1. The Subcontractor shall be bound to Whiting-Turner by the terms of the Contract Documents between the Owner and Whiting-Turner and shall assume toward Whiting-Turner all obligations and responsibilities which Whiting-Turner, by those documents, assumes toward Owner.
2. Provide all work necessary to accommodate coordination issues associated with this project. Subcontractor shall coordinate its work and performance with that of other Subcontractors, independent testing and inspection agencies, and as directed by The Whiting-Turner Contracting Company. Each Subcontractor agrees to work in harmony with other trades employed on the project and all work shall be in accordance with the requirements of the appropriate governing bodies.
3. This Subcontractor is responsible for providing any and all notices to Federal, State and Local authorities, such as building departments, environmental agencies, etc., for any inspections that may be required by such authorities. If such inspections are required and the necessary notifications were not given, the Subcontractor is responsible for all costs required to remedy the situation, including removal and replacement of work, if so directed.
4. This Subcontractor is required to coordinate material and equipment installation with Whiting-Turner. Whiting-Turner must be advised prior to construction of any special requirements for equipment installation (i.e. enlarged openings, etc.). This Subcontractor is responsible for all costs incurred for these special requirements if there is a failure to be coordinated.
5. Provide coordination and written notification to Whiting-Turner 15 working days prior of any interruptions in services (such as storms, sewers, water, electric, etc.).
6. Whiting-Turner must be notified in writing 15 working days prior for all work to be performed on public right- of-way (i.e., sidewalks, roadwork, etc.). Whiting-Turner will help coordinate with the applicable parties for any permits required; however, the cost and requirements of said permits are the responsibility of this Subcontractor.
7. Daily reports are to be submitted to Whiting-Turner at the end of each working day and shall advise of daily manpower and job progress by work area.
8. Whiting-Turner shall conduct periodic safety and quality control meetings at the jobsite. These meetings will be held approximately once per week and will last approximately 15-20 minutes. The meetings will address

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current safety concerns, quality control issues, etc. All employees working on the jobsite will be required to attend these meetings.

9. This Subcontractor must have a fully dedicated Project Manager in addition to a full-time job-site superintendent/foreman. The Project Manager must be able to handle all shop drawings, submittals, billings, change orders, RFIs, etc. when needed. In the case of contracts involving second-tier Subcontractors, the primary Subcontractor is to supply on-site supervision and coordination of its subs or will be back-charged by Whiting-Turner for time spent performing such coordination.
10. This Subcontractor is required to submit all submittals and shop drawings per project specifications. Unless specifically noted elsewhere, all submittals, shop drawings, samples, etc. are due within 14 calendar days of award of subcontract.
11. This Subcontractor shall include all documentation confirming LEED compliance in its initial submittal packages and cloud or highlight the information confirming compliance (via Recycled Content, Regional Materials, Rapidly Renewable Materials, Certified Wood, VOC information, etc.) within the submittal package and identify the page numbers that contain the clouded or highlighted information on the submittal transmittal coversheet. This Subcontractor shall populate the appropriate form provided by Whiting-Turner to confirm the LEED-compliant material descriptions, manufacturer/vendor names, material costs, etc. as well as the appropriate form provided by Whiting-Turner to confirm the VOC information and include the forms in the respective initial submittal packages directly following the submittal transmittal coversheet. Whiting-Turner will not be accepting partial submittal packages that exclude said LEED information for items that may be LEED-compliant. LEED information cannot follow the initial submittal package under any circumstance, and this Subcontractor will be delaying its own material procurement if it neglects to include the appropriate information initially.
12. This Subcontractor is to prepare and maintain a procurement log for all materials needed to complete its scope of work. Log shall include material descriptions, vendor/supplier names, email addresses and phone numbers, lead times, anticipated delivery dates, etc. This Subcontractor shall update its log and submit it to Whiting-Turner weekly.
13. Alternate products to those specified will not be accepted unless agreed to by Whiting-Turner prior to submission. If an alternate product is submitted for approval, it is this Subcontractor's responsibility to demonstrate that it is an equal product to that specified and do so in a fashion that does not adversely impact project progress.
14. Submittals containing all relevant crane data, including copies of operator's licenses must be submitted to Whiting-Turner, as applicable.
15. This Subcontractor is to maintain a set of updated Project Record Drawings this includes but is not limited to all bulletins, addendums, sketches, etc. This Subcontractor will be required to have Project Record Drawings available upon request for review by the Architect/Engineer and/or Whiting-Turner.
16. Project Record Drawings along with sets of Operation and Maintenance manuals, commissioning test reports, and all other required project closeout documentation shall be submitted to Whiting-Turner no later than 10 working days after substantial completion. All payment applications will not be accepted after substantial completion until all required closeout documentation and drawings have been provided.
17. Submit all attic stock required by the Contract Documents associated with this Subcontractor's work to Whiting-Turner within ten days of Substantial Completion and provide Whiting-Turner with a transmittal sheet for signature confirming the items listed on the transmittal sheet have been submitted.
18. Electronic set of drawings and specifications will be issued for bidding purposes only; hard copy sets are at the Subcontractor's expense.
19. Pencil requisition copies of invoices are due to Whiting-Turner on or before the 15<sup>th</sup> of each month for work

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through the end of the month. Approved original copies of invoices are due to Whiting-Turner on or before the 18<sup>th</sup> of each month. Invoices not received by these dates will not be processed.

20. Provide signed and notarized billing summary to confirm and certify billing subtotal amounts by project component (Villas, ILs, Commons, AL/MC, and Site) on Whiting-Turner's form.
21. This Subcontractor is to submit extra work/change order pricing no later than 5 calendar days after notification of the work. This Subcontractor shall also submit actual cost pricing no later than 5 calendar days after completion of time & material work authorized by Whiting-Turner in advance. If this Subcontractor fails to provide extra work pricing in a timely fashion, Whiting-Turner will assume there are no cost or schedule impacts. This Subcontractor will be bound to this value and cannot have any future claims for additional compensation.
22. All extra work proposals/pricing shall be itemized to show labor, material, equipment, taxes, and applicable mark-up allowances as dictated by the Contract Documents. Lump sum pricing will not be accepted. Material receipts or other verification of costs must be promptly provided upon Whiting-Turner request. Tickets for extra work will not be considered unless signed by an authorized Whiting-Turner representative on the day the actual work was performed.
23. Each week, Whiting-Turner will conduct a "Weekly Progress Meeting". The purpose of these meetings will be to review the project progress to date, outline and discuss upcoming schedule work activities, coordinate Subcontractor work activities, discuss project safety, quality, and any "problem areas", and address any other matters affecting the project. It is mandatory that each Subcontractor be represented at every meeting by a representative of its firm that is familiar with the on-going project activities of the subcontractor. This representative must also be authorized to speak for the firm and to make binding, as well as monetary, commitments on its behalf.

### **B. JOBSITE CONDITIONS**

1. This Subcontractor shall perform a thorough investigation of the site and has considered existing conditions that pertain to and affect their scope of work, and all such costs have been included.
2. Whiting-Turner will provide adequate restroom facilities. Subcontractors must only use the facilities within the project area included in their respective contracts, unless authorized by Whiting-Turner.
3. On-site storage of material will be restricted. This Subcontractor must obtain Whiting-Turner approval, in writing, prior to storing materials on site and must move material as required for construction to progress. Under no circumstances shall equipment, material deliveries or stored materials affect progress of work performed by others.
4. This Subcontractor's staff and employees are to park in designated areas assigned by Whiting-Turner. Parking outside of approved Whiting-Turner designated area may result in removal of vehicle at owner's expense.
5. Provide daily clean-up of work areas, break areas, and staging trailers. Whiting-Turner will provide dumpsters for interior fit-out work only. All other trades are required to remove and dispose all trash, debris, and spoils.
6. This Subcontractor must properly sort trash, debris, and spoils associated with its work and center pile the sorted trash, debris, and spoils for placement in designated dumpsters by others in accordance with Whiting-Turner's Waste Management Plan as required for LEED Silver.
7. Smoking, eating, and drinking will be prohibited inside the work areas. Whiting-Turner will determine designated smoking areas.

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8. Temporary electric power for the project will be provided by the Electrical Subcontractor, unless otherwise noted in the specific scope of work. This temporary power will be limited to 20-amp, 110 V ground-fault protected outlets intended for small power tools. Locations of outlets on the jobsite will be per OSHA requirements.

Larger power and pigtails for this Subcontractor's work shall be the responsibility of this Subcontractor to provide.

9. Standard temporary lighting will be provided by the Electrical Subcontractor, unless otherwise noted in the specific scope of work. If required for this scope of work, higher intensity task lighting will be the responsibility of this Subcontractor to provide.
10. This Subcontractor will be responsible for ventilation of all smoke or fumes resulting from operations for this scope of work only.
11. If this Subcontractor's scope of work requires welding, burning or use of an open flame, this Subcontractor must apply for and obtain Hot Work permits prior to performing any such tasks.
12. This Subcontractor shall strictly adhere to all OSHA, local, State, Owner and Whiting-Turner safety requirements including the attached Whiting-Turner Non-OSHA Rules.
13. As required for the work, this Subcontractor shall be responsible to cover and/or barricade any hazardous openings that are created by performing this scope of work. This Subcontractor shall be responsible to post any applicable signage to warn workers and others of potential hazards due to the work. The Subcontractor responsible for the next sequence of construction is then responsible for the barricades if a hazard still exists. Subcontractors who disturb barricades shall restore them to meet safety requirements, at their own expense.
14. All personnel must be tied off when exposed to fall hazards of 6'-0" or greater. Where movement is required, a second lanyard shall be provided in order to ensure that the employee is positively restrained from falls at all times. Each subcontractor is responsible for their own individual fall protection means and methods that meet or exceed minimum OSHA or project requirements.
15. Workers failing to abide by any jobsite rules as dictated by Whiting-Turner may be immediately discharged from the jobsite.
16. Compliance with local noise restrictions is the responsibility of this Subcontractor.
17. Hoist or crane use must be coordinated with the Whiting-Turner Superintendent.
18. Whiting-Turner must be immediately notified of any injuries occurring on this job. Whiting-Turner is to receive a copy of all accident reports within 24 hours of the incident.
19. This Subcontractor is responsible for her/his own work staging, access, unloading of materials, hoisting, scaffolding, manlifts, temporary scaffolding, shoring, supports, braces, etc.
20. This Subcontractor is to notify Whiting-Turner no less than 48 hours in advance of all major deliveries to the jobsite. Whiting-Turner has the right to turn away any unexpected deliveries.
21. Standard jobsite work hours will be 7:00 a.m. to 3:30 p.m. - Monday through Friday. Any work outside of these hours must be authorized by Whiting-Turner in advance.
22. This Subcontractor will be required to supply a direct cell phone to their own foreman/superintendent for direct communication with Whiting-Turner's Superintendent.
23. Permanent markings on the concrete slabs are not acceptable and that those found improperly marking the

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slab will be responsible for remediation. Only chalk, pencil, or clear acrylic spray approved by the flooring manufacturer are acceptable for markings.

24. This Subcontractor shall wash down all trucks delivering its materials prior to exiting the site at designated wash station.

### C. STANDARD REQUIREMENTS

1. This Subcontractor shall provide professional liability insurance for any design/engineering work.
2. Phasing and remobilizations per the project schedule and as required to properly coordinate and complete the work shall be the responsibility of this Subcontractor.
3. This Subcontractor is required to verify all field dimensions critical to work related to this scope prior to commencement of work.
4. This Subcontractor shall take all precautionary measures necessary to prevent damages to other trades' work.
5. This Subcontractor is to furnish, install, and remove any necessary temporary coverings to protect her/his work and all existing facilities and property, including all weather and dust protection.
6. Notify Whiting-Turner, in writing, prior to commencing specific work items if a condition exists that will adversely affect this Subcontractors' finished product. Upon notification Whiting-Turner shall review conditions and correct as necessary. If no notification is received, this Subcontractor shall be held responsible for all corrective measures.
7. This Subcontractor shall execute the work by means of workmanship that meets or exceeds industry standards. Any work that is found to be out of compliance with this requirement and/or the project specifications shall be repaired or removed and replaced as directed by Whiting-Turner and/or the Owner, at no additional cost to Whiting-Turner and/or the Owner.
8. This Subcontractor is responsible to review surface preparation and inspection for proper installation of their work.
9. Warranty periods for all work, as specified, will commence on the date of Substantial Completion for the item of work under warranty.
10. Where furnishing and installation of work is indicated by separate parties include:  
Furnishing Party - delivery to jobsite including freight and taxes.  
Installing Party - receiving, unloading, inventorying, storage, handling, and installation.
11. Whiting-Turner will provide horizontal and vertical control and permanent benchmarks with elevations. This Subcontractor shall provide all surveying and layout of his/her own work.
12. Provide all permits and licenses and permit and license fees associated with this Subcontractor's scope of work. Include filing. General Building Permit by Others.
13. Submit MSDS sheets for all materials provided by this Subcontractor prior to start of work.
14. This Subcontractor shall provide a Professional Engineer who is licensed in the State of New York to complete the design of any items associated with his/her specific scope that require deferred designs per the Contract Documents. Provide signed and sealed shop drawings and calculations for said items.
15. This Subcontractor shall provide Performance & Payment Bonds per Whiting-Turner Standard Forms if

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required.

16. Comply with all Whiting-Turner and Owner Quality Control Program requirements for this work.
17. This Subcontractor's designated competent person referenced in Exhibit D must inspect this Subcontractor's means of access (provided by this Subcontractor or provided by others) for its own work prior to the commencement of this Subcontractor's work daily and document the inspections.
18. This Subcontractor's workforce (office and field staffing) associated with the Landfill Closure area indicated on the drawings must have their 40-Hour HAZWOPER training and remain certified throughout the project and subsequent warranty period if required.

### **D. SCHEDULE**

1. It is understood that the Project Schedule is of the essence on this project and each Subcontractor is responsible for completion of its work in coordination with the work of all other Subcontractors within the required sequence and time frame so that the established schedule is met.
2. The proposed schedule includes "estimated" start dates for the construction activities. In the interest of the overall project, Whiting-Turner reserves the right to alter the sequencing of activities in order to accommodate project conditions and/or Owner requirements. It is understood that the Subcontractor shall be obligated to complete its activities within the specified duration regardless of the actual start date.
3. This Subcontractor understands that this is a fast-track multi phased project and during the execution of the work, the site will be congested with many other trades. The Subcontractor should not assume that construction can be carried out in a continuous, uninterrupted manner.
4. All shop drawings and submittals must be submitted within sufficient time to ensure delivery of all materials and equipment to meet the Project Schedule. This Subcontractor shall allow a minimum of two (2) weeks for review of submittals and shop drawings.
5. The project schedule activity durations include anticipated impacts due to normal weather. It is agreed that weekends shall be used as makeup days for time lost during the week due to weather as necessary to maintain the schedule. Whiting-Turner will not be responsible for funding any overtime associated with said makeup days.
6. All work, or applicable portions of the work, shall be sufficiently complete as required for Owner's fit-out, use, and occupancy and all required approvals and permits for use and occupancy shall have been issued by the appropriate authorities by the established "Date of Substantial Completion" of the work, or applicable portion thereof.
7. All punch list work associated with this Subcontractor's specific scope of work shall be completed no later than 14 days after the punch list is issued to this Subcontractor.
8. This Subcontractor shall submit all project closeout documentation associated with this Subcontractor's specific scope of work to Whiting-Turner no later than 7 days after the "Date of Substantial Completion".

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### E. THE WHITING-TURNER CONTRACTING COMPANY NON-OSHA SAFETY RULES

#### CONTAINERS

No glass containers allowed on site.

#### CRANES

- A. All lifts must use tag lines.
- B. No open hooks used on lifts.
- C. Boom should be in down position when not in use.

#### EQUIPMENT

- A. Absolutely no riding on equipment not equipped with proper seating.
- B. Site speed not to exceed 10 MPH.
- C. All buckets and blades should be left resting on ground with the hydraulic pressure released when not in use.

#### FIRE CONTROL

- A. No open fires, fire barrels, or hot boxes.
- B. Fire extinguishers in:
  - Trailers/Office - minimum 10 lb. ABC
  - Equipment - minimum 5 lb. ABC
  - Fire Watch - minimum 20 lb. ABC
- C. Be aware of job site locations.

#### HARD HATS

- A. Wear on site at all time, must have Z89.1 rating.
- B. No metal hard hats or bump caps authorized.

#### FOOT PROTECTION

- A. Substantial leather boots required.
- B. Loafers, sandals, tennis shoes (including steel toe type) are not allowed.

#### LADDERS

- A. No metal ladders on site.
- B. Damaged ladders must be immediately removed from site or destroyed.

#### SCAFFOLDING

Full handrails, mid-rails, end rails that should withstand 200 lbs. in any direction, toe boards, and full decking required on all scaffolds regardless of height. Safe access should be provided by ladders or stairs.

#### SIGNAGE

- A. Post safety or hazard signs (bilingual if necessary).
- B. Use Whiting-Turner supplied (Do Not Remove) signs on floor openings.

#### TRUCKS

- A. No more than three (3) persons in cab of truck.
- B. No riding in back of truck unless truck is equipped with seats and safety belts.

#### WORK CLOTHING

- A. All shirts must have a minimum four (4) inches sleeve length over shoulders.
- B. NO shorts, cut-offs, tank tops, net shirts. etc.

#### TRENCHES

- A. Trenches need to be shored or sloped at five (5) feet when there is danger of cave in.
- B. Trenches at any depth shall be protected by barriers and/or cover plates.

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- C. An entrance ladder is needed at five (5) feet minimum.

### ELECTRIC CORDS

Tool and extension cords should not be frayed or damaged and should be equipped with ground.

### SAFETY FUEL CANS

Should be labeled, in good condition, and equipped with flame arrestor.

### DROPPING MATERIALS

A closed chute is required when dropping materials more than twenty (20) feet.

### HOUSEKEEPING

Shall be performed daily and debris disposed of properly.

### EYE PROTECTION

Safety glasses, goggles, or face shields should be used at all times when using power tools, or hazardous condition exists.

### RADIOS

No boom boxes or headsets on site at any time.

### ACETYLENE TORCHES

- A. All parts in working condition.
- B. All bottles off and capped when not in use.
- C. All bottles secured properly.
- D. No bottles laid down anywhere at any time.