

SUBCONTRACT

THE WHITING-TURNER CONTRACTING COMPANY

Address Reply to: THE WHITING-TURNER CONTRACTING COMPANY
300 East Joppa Rd. 8th Floor
Towson, MD 21286

SUBCONTRACT NO. 018480-XXX

SUBCONTRACT FOR TRADE PACKAGE

SUBCONTRACTOR SUBCONTRACTOR
Address

,

Remittance Address

,

OWNER Storm King Art Center

,

PROJECT Storm King Art Center Improvements Phase 1
1 Museum Road
New Windsor, NY 12253

This agreement, made this day of , , by and between SUBCONTRACTOR hereinafter called the Subcontractor, and THE WHITING-TURNER CONTRACTING COMPANY, of Baltimore Maryland, with its principal office located at 300 East Joppa Road, Baltimore, Maryland, a body corporate of the State of Maryland, hereinafter called the Contractor, WITNESSETH, that the Subcontractor and Contractor for the consideration hereinafter named, agree as follows:

ARTICLE 1. **DEFINITIONS--**

(a) As used herein, the following terms shall have the meanings indicated:

"Architect" or "Engineer" means the architect or engineer directing the work as agent of the Owner, or any other person authorized by the General Contract to direct or pass upon any matter or thing connected with the performance of the General Contract.

"Contract Documents" means (a) the General Contract, (b) all general, supplementary and other conditions applicable to the Project, (c) the Drawings and Specifications, and (d) all bulletins and addenda issued in connection with the Project.

"Drawings and Specifications" means the drawings and specifications described in Article 2 hereof, and all addenda and/or revisions thereto.

"General Contract" means the contract executed or to be executed by the Owner and the Contractor in connection with the construction of the Project and any amendments thereto.

Where the contract entered into between Owner and Contractor is a Construction Management Agreement, the term "Contractor" shall be deemed to mean "Construction Manager".

"Subcontract" means this document and all of the Contract Documents which shall be made a part of this Subcontract and are incorporated herein by reference.

(b) Where the term "Contractor" is used in the Specifications, insofar as it has application to the work required to be done by the Subcontractor as provided herein, it shall be deemed for the purposes hereof to refer to the Subcontractor. The term "Contractor" or "General Contractor" when used in the Contract Documents shall be deemed to make reference to the Subcontractor insofar as it has application to the work covered by this Subcontract. The term "Subcontractor" may be referred to as "it" whether Subcontractor is incorporated or not.

ARTICLE 2. **SCOPE OF WORK**--The work to be performed and materials to be furnished by the Subcontractor are as specified in Article 3 hereof and in accordance with Drawings and Specifications prepared by WXY Architects dated _____, and as set forth in Exhibit B.

ARTICLE 3. **PROVISION OF LABOR AND MATERIALS**--

(a) The Subcontractor agrees to furnish and pay for all labor and supervision, tools, apparatus, supplies, equipment, and services, and also to furnish, deliver, install, and pay for all materials necessary for the performance and completion of the work described under the Scope of Work, free from all claims and liens of materialmen, suppliers, laborers, truckers, subcontractors, and others making claims through the Subcontractor. All such work shall be done to the satisfaction of the Owner, the Architect and/or Engineer, and the Contractor in accordance with the Contract Documents. Subcontractor agrees to submit daily work reports and monthly progress reports and schedule updates upon request by the Contractor. The Subcontractor agrees that with respect to the Scope of Work hereunder it will stand in the Contractor's shoes with respect to the Contractor's obligations to the Owner under the Contract Documents and will perform all work and obligations as set forth on the Contract Documents to the satisfaction of the Owner. At all times that Subcontractor has personnel at the Project site, it shall also have present an authorized representative of Subcontractor who shall supervise and direct Subcontractor's personnel and be responsible for their actions. Such representative shall be authorized to act on behalf of the Subcontractor and communications to such representative shall be binding upon Subcontractor.

(b) In the event any deviations from the Contract Documents are incorporated in any shop drawings of or by the Subcontractor, such deviations and the reasons therefore shall be fully explained in writing by separate letter to the Contractor and Owner at the time the shop drawings are submitted to the Contractor and Owner. Failure to so specify and explain any such deviation will automatically void any inadvertent approval of the same by the Contractor, Architect, Engineer and/or Owner.

(c) The Subcontractor represents and warrants that it is an expert in the particular line or lines of work herein contracted to be done and that it is competent to know whether the materials, methods and apparatus specified for this work are sufficient and suitable to secure the results contemplated by the Contract Documents. The Subcontractor shall be responsible for fulfilling the requirements of the Contract Documents. Subcontractor agrees to cooperate in carrying out Contractor's quality assurance program including, but not limited to, furnishing necessary documentation and facilitating inspections and quality checks.

(d) In the event that Subcontractor employs union labor the Subcontractor agrees to be bound by the terms and provisions of the agreement establishing the Impartial Jurisdictional Disputes Board, any such successor Board, or any subsequent method agreed to be employers and the unions affiliated with the Building and Construction Trades Department, AFL-CIO, for the settlement of jurisdictional disputes. The Subcontractor also agrees that any assignments of disputed work shall be made in accordance with any agreement of record between the disputing trades, or any published decision of record compiled and published by the Building and Construction Trades Department, AFL-CIO in Agreements and Decisions Rendered affecting the Building Industry.

ARTICLE 4. **DILIGENT PERFORMANCE**--

(a) Subcontractor agrees to commence, pursue diligently and complete the work in such sequence and order and according to such schedules as Contractor shall establish from time to time during the course of the work, and shall perform the work so as not to delay any other trades or contractors, time being of the essence of this Subcontract. Any written dates furnished by the Subcontractor and approved by Contractor and Owner for delivery of materials, samples, shop drawings, etc., shall become a part of this Subcontract. Subcontractor shall furnish information requested by the Contractor in connection with monitoring and updating the Project schedule and shall immediately notify Contractor in writing of any interruption of the work or late delivery which causes or may cause a delay in Subcontractor's performance. No extension of completion date shall be permitted unless approved in writing by the Contractor and Owner, and Subcontractor shall be responsible for any losses or penalties incurred by Contractor as a result of delays in completing Subcontractor's work. If Contractor determines that the Subcontractor is behind schedule or will not be able to maintain the schedule, Subcontractor shall submit a remedial plan to recover, shall work overtime, shift work, or work in an altered sequence, if deemed necessary, in the judgment of the Contractor to maintain the progress of the work. Any such overtime, acceleration, shift or altered sequence work required to maintain progress or to complete the work on a timely basis shall be at Subcontractor's expense and shall not entitle Subcontractor to an extension of time or additional compensation. Contractor may supplement Subcontractor's forces, at Subcontractor's expense, if deemed necessary by the Contractor to maintain the Project schedule. Subcontractor shall be liable to the Contractor for any delay or damages, including consequential or liquidated damages, threatened or assessed against the Contractor to the extent caused by the Subcontractor.

(b) To the fullest extent permitted by applicable law, Contractor shall have the right at any time to delay or suspend the work or any part thereof without incurring liability therefore. An extension of time shall be the sole and exclusive remedy of Subcontractor for any delays or suspensions suffered by Subcontractor, but only to the extent that a time extension is obtained from the Owner, and Subcontractor shall have no right to seek or recover from Contractor any damages or losses, whether direct or indirect, arising from or related to any delay or acceleration to overcome delay, and/or any impact or effect of such delays on the Work.

(c) Subcontractor shall cooperate fully with Contractor in providing promptly any information requested by Contractor in connection with preparation of schedules for the Project, including, but not limited to, detailed information concerning the sequence, beginning and ending dates of activities, cost breakdowns related to such activities, and any information requested for Critical Path Method scheduling if used for the Project. The costs of all such activities on the part of Subcontractor are included in the Subcontract Amount.

(d) In the event of any dispute under this Subcontract or as to the work to be performed, Subcontractor shall continue to diligently perform the work as directed by Contractor without interruption, deficiency or delay.

ARTICLE 5. **PAYMENT**--

(a) Payment of amounts due under the Subcontract, shall be made as follows: The Contractor shall, pay to the Subcontractor an amount equal to ninety percent (90%) or such higher percentage as required by applicable law of the value of the work performed by the Subcontractor as determined by the Architect and approved by the Contractor during any calendar month within fifteen (15) days after payment therefor has been received by the Contractor from the Owner,

or within such shorter period specified by applicable law, statute or regulation. The Contractor shall be under no obligation to make any payment to the Subcontractor except to the extent that the Contractor has received funds from the Owner for the work invoiced by the Subcontractor; that is to say, the Subcontractor shall not be entitled to payment if for any reason, the Owner fails to pay the Contractor in accordance with the General Contract, such payment from the Owner being a condition precedent to any obligation of Contractor to Subcontractor. Retainage and any other balance of the Subcontract Amount shall be payable fifteen (15) days or within such shorter period specified by applicable law, after the work under this Subcontract has been completed and accepted by the Owner, Architect, and Contractor and following approval by the Architect of the final application for payment, and settlement of all claims, if any, under this Agreement, provided that Subcontractor has fully performed all of its obligations hereunder. The Contractor is hereby authorized to deduct and offset from any payment an amount equal to any and all sums or obligations owing by the Subcontractor to the Contractor and costs necessary to complete the work to be performed under this Subcontract, and any and all claims liquidated or unliquidated, by the Contractor against the Subcontractor, arising hereunder, under any other contract or agreement between the Subcontractor and the Contractor or from any other liability or obligation of the Subcontractor to the Contractor whether under this Subcontract or otherwise.

(b) The Subcontractor agrees to submit to the Contractor applications for payment by the 25th of each month, or at such other time as provided in the Contract Documents so as to enable the Contractor to timely apply to the Owner for payment. As a condition precedent to the payment of any application, the Subcontractor shall (1) produce waivers of mechanics lien rights and claim releases in the form required by Contractor by Subcontractor and all persons supplying labor or materials to the Subcontractor on the Project through the period covered by the application, or (2) exhibit such other evidence as the Contractor may require that charges for all labor and material have been paid. Any payments made by Contractor to Subcontractor are to be held in trust by Subcontractor for the payment of any lower tier Subcontractor or supplier. The Contractor shall have the right to contact Subcontractor's suppliers and subcontractors of any tier, direct or indirect, to determine the current status of indebtedness and Subcontractor authorizes them to provide such information. Contractor in its discretion may make checks payable jointly to Subcontractor and the supplier or subcontractor or directly to the supplier or subcontractor for the account of the Subcontractor.

(c) Payment by the Contractor to the Subcontractor or for its account shall not be deemed to be an admission or approval by the Contractor of the sufficiency of the work covered by the payment.

(d) Notwithstanding any other provisions of this Agreement, Contractor shall be under no obligation to make any payment to the Subcontractor under any provision hereof except to the extent that Contractor has received funds from Owner, payment by Owner being a condition precedent to payment of the Subcontractor. Notwithstanding the foregoing, nothing in this Subcontract shall be construed to prohibit Subcontractor from pursuing its rights, if any, to a mechanic's lien or statutory bond claim in the event that non-payment of the Subcontractor was caused by the failure of the Owner to pay Contractor amounts legally due. Subcontractor further agrees that, prior to exercising its rights or filing claims, if any, against the Contractor or any surety for non-payment caused by the failure of the Owner to pay Contractor amounts legally due, Subcontractor shall first timely exercise and exhaust any rights and remedies that may exist with respect to enforcing a mechanic's lien on the Project.

(e) Contractor may apply any payments otherwise due Subcontractor hereunder to any other indebtedness, liability or obligation of Subcontractor to Contractor whether under this Subcontract or any other agreement or circumstance.

ARTICLE 6. ADDITIONAL OR OMITTED WORK--

(a) In the event that the Contractor directs Subcontractor to perform additional work, Subcontractor agrees that it will promptly perform and diligently complete such work whether or not Contractor and Subcontractor have agreed on the cost of such work. Subcontractor shall submit to Contractor a lump sum proposal for such work, which proposal shall include a detailed cost breakdown for each component of the work, indicating both quantities and unit prices, and such proposal shall be submitted to Contractor not later than 7 days after Contractor directs Subcontractor to perform extra or additional work or such lesser period if required by the Contract between Owner and Contractor. If a lump sum price or unit price for the additional work cannot be agreed upon, or Subcontractor fails to submit such proposal within 7 days after Contractor directs Subcontractor to perform extra or additional work, Subcontractor agrees to do the work on the basis of its actual cost plus percentage fees for overhead and profit as set forth in Article 10. The Contractor shall not be liable for payment for any additional work performed by the Subcontractor unless such work is first expressly authorized by the Contractor in writing and payment is made by the Owner to the Contractor for such extra work, payment by Owner to Contractor being a condition precedent for Contractor to pay Subcontractor for such work. Both authorization in writing by the Contractor and actual payment by the Owner to the Contractor for such extra work shall be conditions precedent to Contractor's obligation to pay Subcontractor for such additional work. Any additional compensation or time to be given to Subcontractor shall be set forth in a Subcontract supplement and shall constitute a full and final equitable adjustment of compensation, time or any other alleged entitlement, known or unknown, arising in connection with the facts and circumstances described in and which gave rise to such contract supplement and Subcontractor waives all damages, direct, indirect and consequential, relating to such facts and circumstances, including, but not limited to, impact, reduced productivity, interference by other trades, lack of coordination of the work by Contractor, inefficiencies, acceleration, delays, extended overhead, diminished bonding capacity or lost profits.

(b) In the event that the Subcontractor performs any such authorized additional work on an actual cost plus basis, it shall furnish each day to the representative of the Contractor, duplicate payroll sheets, timesheets, material tickets, equipment charges, and a statement or slips for all other charges, retaining a copy of each thereof, and securing on each thereof the signature of the duly accredited representative of the Contractor. Such signed copies of payroll sheets, timesheets, material tickets, statements and slips shall accompany the application for payment.

(c) Should the Contractor during the execution of this Contract require the Subcontractor to omit any work embraced within the terms of this Subcontract, said omission being for the account of the Owner, the Contractor, or any other subcontractor on the work, the Subcontractor agrees to omit such work, and the Contractor will deduct from any monies due the Subcontractor the value of such omitted work as reasonably determined by Contractor.

(d) In the event of any dispute, controversy, or claim for additional compensation or time extensions, except for payment for extra or additional work expressly directed by Contractor in accordance with Section 6 (a) of this Subcontract, the compensation for which shall be fully and finally governed by Section 6 (a) of this Subcontract and for which no further claim can or shall be made, notice in writing shall be given to the Contractor no later than seven (7) days following the occurrence on which such claim is based, unless the notice provision in the General Contract between the Owner and Contractor is less than seven (7) days, in which case, Subcontractor shall give notice to Contractor within 2 days less than the time required for Contractor to give notice to the Owner according to the notice provision in the

General Contract. Such notice shall describe the dispute, controversy or claim in detail so as to allow Contractor to review its merits. Such notice shall also provide detailed information to substantiate such claim including supporting documentation and calculations, and including any information requested by Contractor. Any claim not presented within such time period shall be deemed waived by Subcontractor.

(e) If the Subcontractor shall make any claim against the Contractor for extra work or additional compensation for which the Owner or its agents may be liable, the Contractor may present such claim or claims to the Architect and/or Owner for determination and decision provided (1) such claim is not, in the judgment of the Contractor, made in bad faith, (2) Subcontractor has given notice in accordance with Article 6 (d) and in the form required by the General Contract, and has presented the claim to Contractor within the time required by Article 6 (d), (3) Subcontractor has both requested in writing that Contractor present the claim and has agreed in writing, on terms satisfactory to Contractor, to pay all costs of Contractor in presenting and pursuing such claim. Further, if Contractor requires that Subcontractor execute a liquidating agreement or similar agreement on terms satisfactory to Contractor further memorializing the understanding of the parties in connection with the presentation of such claims, Subcontractor shall execute such agreement as a precondition for Contractor to submit such claim. Presentation of the claim by Contractor shall not be construed as an acknowledgment of the validity thereof, or a waiver of any right of the Contractor, and such action shall be without prejudice to its rights. If the claim is presented by the Contractor to the Architect and the Owner, the decision of the Architect and/or Owner shall be final and binding upon the Subcontractor to the same extent and purpose that it is final and binding on the Contractor.

(f) No additional time or compensation will be allowed for weather delays or difficulties or inconveniences arising from mud, dust, water, ice, snow, wind, heat or cold or similar natural or physical conditions unless permitted under the General Contract and a claim therefore is made as set forth in Section 6(e). Contractor assumes no responsibility for material received, unloaded or stored for or by Subcontractor. Materials, tools, supplies, equipment, etc., belonging to or leased to Subcontractor are its responsibility and no claim for missing or stolen property will be allowed. Contractor shall not be required to provide hoisting facilities or temporary power, water or heat unless otherwise provided herein.

(g) Contractor may direct Subcontractor to work overtime or premium time and Subcontractor shall comply with such direction. If approved in advance in writing by Contractor's authorized representative, Subcontractor may be reimbursed for such work but only for the difference between regular time and overtime for direct payroll cost and the related payroll taxes, insurance, and benefits, and shall not be entitled to any additional compensation for overhead or profit or for inefficiencies or declines in productivity or other impacts. Subcontractor shall be responsible for the costs of overtime work caused by failure of Subcontractor to provide sufficient manpower maintain the progress of the Work, or otherwise meet its obligations hereunder.

ARTICLE 7. DEFAULT--

(a) In the event the Subcontractor shall, in the judgment of the Contractor, (1) become unable to fulfill its financial obligation, become insolvent, or file or have filed against it any petition in bankruptcy, make an assignment for the benefit of creditors, or commence or have commenced against it or enter into any other proceeding or arrangement for relief of debtors, reorganization or deferral or discharge of debts, (2) fail to pay, when due, for materials, supplies, labor, taxes, or other items purchased or used in connection with the work, (3) fail to pursue the work in accordance with this Subcontract and the schedules established by the Contractor, (4) fail to supply a sufficiency of properly skilled supervisors, workmen, or of materials, tools, equipment, or supplies of the proper quality (including failure occasioned by a strike, picketing, boycott, or other cessation of work by Subcontractor's employees), (5) interfere with or disrupt, or threaten to interfere with or disrupt the operations of the Contractor, the Owner, or any other laborer, materialmen, supplier, subcontractor, or other person working on the job, whether by reason of any labor dispute, picketing, boycotting, or by any other reason, (6) violate any applicable federal, state, or local laws or regulations, (7) advise Contractor or demonstrate to Contractor that Subcontractor will be unable to timely and adequately perform any of its obligations under this Subcontract, or (8) commit any other breach of this Subcontract, then any such event shall immediately with no further action or notice required on the part of the Contractor, constitute a default by the Subcontractor under this Subcontract, and any such event shall be deemed to be a breach of this Subcontract. The Contractor will give the Subcontractor written notice of default. Upon receipt of such notice, Subcontractor shall have two (2) days in which to cure any such default provided, however, that if, in the judgment of the Contractor, such default cannot be cured within a two (2) day period after such notice, or Subcontractor has advised Contractor or Contractor has otherwise determined that Subcontractor is unable to cure or remedy said default, the Contractor will notify the Subcontractor of default but the Subcontractor will not have any right to cure such default and the Subcontractor may be terminated immediately. In the event of a default for which there is no right to cure as provided hereinabove, or in the event of the expiration of the 2-day cure period set forth hereinabove without all such defaults having been fully cured, the Contractor may terminate this Subcontract, take possession of all or any materials, fabricated items wherever located, supplies, equipment and tools pertaining to the Project whether on the Project site, in the Subcontractor's premises or in transit, and may make independent arrangements for completion of the work. Subcontractor grants to Contractor a right of entry into any premises owned or leased by Subcontractor for the foregoing purposes. The amount of completion cost, as well as any other costs, damages, or expenses, including Contractor's legal fees and expense, incurred as a result of such default shall be charged against any unpaid balance due to the Subcontractor under this Agreement or under any other agreement between Contractor and Subcontractor; and, if said total costs, damages or expenses shall exceed the balance due, the Subcontractor agrees to pay the amount of said excess immediately upon demand of the Contractor. The materials, supplies, equipment and tools taken by the Contractor may be used in completing the Project and may be incorporated into the improvements being constructed. With respect to any of such items incorporated into the Project, or consumed in the job, the net reasonable value of the same as of the date of taking shall be taken into account in the calculation of the aforesaid total completion costs, damages, and expenses. With respect to any such items which are not so incorporated or consumed, or which have a salvage value, the Contractor may, at its option (1) assume title to the same or any part of the same, as of the date of default and take into account the net reasonable value thereof as of the date of taking in the calculation of the total completion cost, damages, and expenses or (2) return the same to Subcontractor and take into account the net reasonable value of the use thereof by Contractor in the calculation of the said total completion cost, damages, and expenses.

(b) In addition to, and not in substitution of, the remedies herein above specified, Contractor may immediately, in the event of default or failure of Subcontractor to perform its obligations hereunder, provide or arrange for such workmen and materials necessary to continue and complete the work contracted for hereunder for the account of the Subcontractor and at Subcontractor's cost and expense, and apply any and all funds due or to become due to the Subcontractor thereto,

all without terminating, rescinding or voiding this Subcontract or releasing the Subcontractor from any liability hereunder or from any damages caused by Subcontractor's failure to perform.

(c) In the event of a default by the Subcontractor under this Subcontract, all sums and obligations owing to the Contractor by the Subcontractor in any right or capacity, whether under this Subcontract or otherwise, immediately shall become due and payable to the Contractor.

(d) In the event the Contractor does not terminate this Subcontract, but assents to delayed completion of the work by the Subcontractor, such assent shall not be construed as a waiver of the Subcontractor's obligation to reimburse the Contractor for any costs, damages, or expenses incurred as a result of such delay; and all such costs, damages, and expenses shall be paid or reimbursed to Contractor upon demand.

(e) In the event that Contractor wrongfully exercises any of its rights under this Article 7, Subcontractor's sole and exclusive remedy shall be payment of the Subcontract Amount for the portion of the Subcontract performed by Subcontractor, and Subcontractor hereby waives any and all other rights, claims and remedies under this Subcontract and/or at law.

ARTICLE 8. RELEASES OF CLAIMS AND WAIVER OF LIENS--

Subcontractor agrees to provide to Contractor, and to provide and obtain from its subcontractors and suppliers of all tiers, executed releases of claims and/or waivers of liens and lien rights in the form required by Contractor and at such times as may be requested by Contractor. Subcontractor shall hold all monies paid by Contractor in trust for the payment of lower tier subcontractors and suppliers, promptly apply all payments made hereunder to Subcontractor's cost for labor and materials for the Project, and shall further take any and all necessary actions to keep the Project free and clear of all claims for liens and any and all claims against Contractor or Owner or any bonds posted by either of them in connection with the Project. In the event that any person furnishing labor or materials to the Subcontractor files a notice of intent to place a lien on the Project or files a lien on the Project or files a notice of claim or makes a claim against the Contractor or Owner or any bonds posted by either of them in connection with the Project, Subcontractor shall promptly but in no event later than any time required for a release bond to be posted under the General Contract take all necessary steps to have such notice or lien or claim withdrawn, including, if requested by Contractor, the posting of a bond. In the event that Subcontractor does not fulfill its obligations under this Article 8, Contractor may take all actions which it deems reasonable or necessary to protect the Project from liens and claims and the costs of any such actions including the cost of posting a release bond and attorney's fees, shall be deducted from amounts payable by Contractor to Subcontractor under this Agreement or any other agreement or circumstance. Subcontractor shall remain liable in the event that monies payable to it are insufficient to pay any damages or expenses arising from such liens.

ARTICLE 9. MISCELLANEOUS--

(a) The Subcontractor shall not sublet, assign or transfer this Subcontract or any part thereof, or the money due or to become due under it, without the written consent of Contractor; and any assignment or transfer without such consent shall be void. Subcontractor hereby assigns to Contractor, upon termination of this Subcontract for any reason prior to its complete performance, all of subcontractor's rights in and to any agreements or purchase orders for labor or materials, equipment or services related to the Project, as well as any shop drawings, plans, specifications, or other documents prepared by or on behalf of the Subcontractor and such assignment shall create no rights in any other person unless accepted by Contractor. Contractor may assign this Subcontract, including but not limited to the Owner, the Owner's lender, or other entities as required by the Owner, to another contractor upon termination of the General Contract, or to any other persons or entities as required by the General Contract.

(b) The Subcontractor shall not cause any unnecessary interference with or delay to the Contractor or to other subcontractors on said Project and shall repair promptly and be responsible for all damage done to the work of the Contractor or other subcontractors by Subcontractor, its agents, employees, subcontractors, or suppliers. Subcontractor shall be directly responsible to the Contractor or other subcontractors whose work is so damaged. The Contractor shall be responsible to the Subcontractor for physical damage to Subcontractor's work only if such damage is directly and proximately caused by the sole negligence of the Contractor.

(c) The Subcontractor shall clean up and remove daily from the job site dirt, trash and debris arising from its work as directed by the Contractor. In the event the Subcontractor fails to clean up and remove such dirt, trash and debris, the Contractor may, at its discretion, arrange for the same at Subcontractor's expense.

(d) The Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Subcontractor or otherwise and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by the Subcontractor under applicable law, should any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon Whiting-Turner's or the Owner's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of Whiting-Turner or the Owner, the Subcontractor agrees to indemnify and save harmless Whiting-Turner and the Owner, their officers, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that Whiting-Turner and the Owner, their officers, agents, servants and employees, upon demand, the amount of any judgment that may be entered against Whiting-Turner and/or the Owner, their officers, agents, servants and employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against Whiting-Turner and/or the Owner, their officers, agents, servants or employees, Whiting-Turner shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify Whiting-Turner and the Owner, their officers, agents, servants and employees from and against any and all such claims, loss, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Whiting-Turner in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Whiting-Turner guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefore.

(e) Subcontractor acknowledges that, before executing this Agreement, it has carefully examined this Agreement, the Contract Documents and the Project site, has made such investigation of the Work required to be done and the material required to be furnished and, based upon such examination and investigation, Subcontractor represents that it fully

understands and can perform all requirements of the Contract Documents.

(f) With regard to the subject matter of this Subcontract: (1) Subcontractor shall have no greater rights and/or remedies against Contractor with respect to any matter (including, but not limited to, omissions, alterations, extra work and additional compensation) than Contractor has against Owner pursuant to the Contract Documents; (2) Subcontractor assumes all obligations, duties and responsibilities by which Contractor is bound to Owner pursuant to the Contract Documents; (3) Subcontractor shall be bound to Contractor to the same extent that Contractor is bound to Owner by all of the terms, provisions and conditions set forth in the Contract Documents; and (4) Owner shall have all rights and remedies against Subcontractor that Owner has against Contractor pursuant to the Contract Documents.

(g) The Contractor shall have the right at any time, and for any or no reason, including for convenience, to terminate this Subcontract and require the Subcontractor to cease work thereon. The Subcontractor, in such event, shall be entitled to further payment only as provided in Article 5. The Subcontractor agrees to be bound by any and all provisions in the General Contract respecting renegotiation as well as termination for any reason.

(h) Subcontractor agrees to clearly note on each payment check to, and related invoice of, its subcontractors and material suppliers which exceed One Thousand Dollars (\$1,000.00), as being for work or materials provided pursuant to this Agreement for this Project, by name, all to be subject to Contractor's inspection upon request. Subcontractor also agrees to submit promptly to Contractor, upon request, the name, address and telephone number of each subcontractor or supplier of any tier, to Subcontractor for labor, materials, or equipment used on this Project. Contractor may contact any such subcontractors and suppliers and Subcontractor authorizes them to provide Contractor with any requested information.

(i) The Subcontractor warrants its workmanship and materials furnished against any defects, faults or damages arising therefrom during the period of construction and for a period of one year from the date of final completion of the Project (or for such longer period of time as may be required herein or by the Contract Documents). The Subcontractor shall remedy such defective workmanship, material, or damages at the request of the Contractor, at times convenient to the Owner, and to the satisfaction of Owner, Architect and Contractor.

(j) Subcontractor shall comply with all applicable federal, state, and local laws and regulations by which it is bound and shall perform this Subcontract in strict conformity with applicable laws, codes, ordinances, rules, regulations and requirements of Federal, State, County and Municipal authorities and of the National Board of Fire Underwriters and any local fire Underwriters and any local fire insurance exchange now or hereafter in effect. In the event of any discrepancy between the present requirements of such laws or authorities and the provisions of this Subcontract, the former shall govern, and the Subcontractor shall perform the work as required thereby at no extra cost. Should the Subcontractor incur additional costs because of any future change in such requirements, additional compensation therefor shall be subject to Articles 5 and 6 hereof. If the Subcontractor performs any work or is otherwise in violation of any such laws, codes, ordinances, rules, regulations or requirements, it shall bear all costs arising or resulting therefrom. Where applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(k) Subcontractor shall be represented on the job site during the course of its work by qualified, full-time supervisors acceptable to Contractor. The Contractor shall have the right to require at any or all progress meetings, whether called by the Owner, the Contractor, or others, the presence of a representative of the Subcontractor authorized to act in its behalf. All work hereunder shall be performed by persons well qualified and experienced in the kind of work to be performed and licensed as required by law. Subcontractor shall enforce discipline and good order among its employees, suppliers, and subcontractors engaged in the work. Contractor may require Subcontractor to remove from the project any such employees, suppliers, or subcontractors or others employed on the work that Contractor may deem incompetent, improper, or a hindrance to progress of any work on the Project, whereupon any such employee, supplier, or subcontractor shall be so removed and shall not again be employed on any part of the work without written consent of the Contractor.

(l) The Subcontractor agrees that it shall not engage in discriminatory employment practices in violation of any Federal, State, or local law, or Owner requirements regarding employment discrimination, including any order or regulation of any agency authorized to enforce any such law. To the extent applicable, the Subcontractor agrees to comply with Title VII of the Civil Rights Act of 1964, Executive Order 11246, and all additional orders, regulations, amendments, etc., pertaining thereto, including certification of non-segregated facilities. The Subcontractor agrees to furnish such additional information, certifications, and policies as may be required by the Contract Documents. The Subcontractor agrees to comply with all applicable rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Americans With Disabilities Act of 1990. If applicable to the work under this Subcontract, Subcontractor shall comply with the requirements of Executive Order 13496 and 29 C.F.R. 471, Appendix A, and the employee notice set forth therein is incorporated by reference into this Subcontract.

(m) Subcontractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures established by Contractor and shall, to the extent permitted by law, indemnify and hold Contractor and Owner, their directors, officers, agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of this Agreement or any subcontract hereunder. Subcontractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this Agreement, Contractor may immediately take whatever action is deemed necessary by Contractor to remedy the claim of violation. Any and all costs or expenses paid or incurred by Contractor in taking such action shall be borne by Subcontractor, and may be deducted by Contractor from any payments due Subcontractor. Subcontractor shall have the primary responsibility to safeguard and protect its employees on the Project from injuries as well as any other persons or property which could be affected by Subcontractor's operations on the Project. In addition but not in substitution for Subcontractor's primary responsibility for safety, the Subcontractor agrees to (1) comply with all safety rules and regulations and work practices and procedures established by the Contractor and/or the Owner; (2) take all necessary steps to promote safety and health on the job site; (3) cooperate with Contractor

and other contractors in preventing and eliminating safety and health hazards; (4) train, instruct and provide adequate supervision to assure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe and healthful work practices and all applicable safety rules, regulations, and work practices and procedures of the Contractor; (5) not create any hazards or expose any of its employees, employees of the Contractor or employees of Subcontractors to any hazards; (6) immediately abate all hazards within its control regardless of whether it created such hazard; and (7) where the Subcontractor is aware of the existence of a hazard not within its control, notify the Contractor of the hazard as well as warn exposed persons to avoid the hazard.

(n) In the event of variations, conflicts, ambiguities or inconsistencies between or among the terms, provisions or conditions of this Subcontract and any other Contract Documents, the terms, provisions and conditions which grant greater rights or remedies to Contractor or impose higher standards with regard to the obligations, responsibilities and scope of work of the Subcontractor shall control. Notwithstanding any other provisions of this Subcontract or of the Contract Documents, no provision hereof shall be construed to permit Subcontractor to pursue against the Contractor rights and remedies available to the Owner against the Contractor in the General Contract unless such rights and remedies are specifically and explicitly made available to the Subcontractor herein. In particular, disputes hereunder shall not be resolved by arbitration, but rather shall be resolved by litigation unless Contractor directs Subcontractor in writing to arbitrate a specific dispute. In the event that arbitration is provided in the General Contract for disputes between Owner and Contractor or Contractor otherwise chooses, at its sole discretion to submit a matter to arbitration, Subcontractor agrees, upon request of Contractor, to submit any disputes as determined by Contractor in its sole discretion, to arbitration and, if necessary, consolidation of said disputes with any arbitration or administrative proceedings between Contractor and Owner or any other party.

(o) The Subcontractor agrees to provide and furnish prior to commencing work, certificates in duplicate of insurance covering its work under this Contract for Worker's Compensation, General Liability Insurance to include Bodily Injury and Property Damage Insurance, and other insurance with limits and coverages as set forth in the Contract Documents or in Exhibit A attached hereto, whichever is greater. All policies of insurance shall be in "occurrence" form and with companies and in amounts acceptable to the Contractor, and shall not be subject to modifications or cancellation during the terms of the work hereunder without thirty (30) days prior written notice to the Contractor by certified or registered mail. Subcontractor will not change or terminate said policies without the written consent of the Contractor. The Subcontractor accepts exclusive liability for contribution tax or premiums for Unemployment Compensation, Social Security, Withholding Tax and Worker's Compensation.

(p) The Subcontractor agrees to furnish a bond guaranteeing its performance of this Subcontract, and the payment of its subcontractors and suppliers, if so requested by the Contractor, in amount and form and with such surety as are acceptable to the Contractor. The cost of the bond shall be paid by Subcontractor unless otherwise provided herein. Subcontractor shall be deemed not to have provided a bond meeting the requirements of this Subcontract in the event that the bond is conditioned upon the payment of monies due Subcontractor hereunder to an escrow agent or other third party who will disburse payment to subcontractors, material suppliers or other creditors of the Subcontractor.

(q) The Subcontractor understands and agrees that it shall not deal directly with representatives of the Owner, but shall handle all matters connected with this Subcontract, the work, or the furnishing of the materials or payment therefore, exclusively through the Contractor, unless otherwise directed in writing by the Contractor.

(r) This Subcontract shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any action or suit arising hereunder shall be brought in the jurisdiction where Contractor's principal office is located without regard to principles of conflict of laws or forum non conveniens. In the event of litigation between them, Contractor and Subcontractor waive trial by jury. If requested by Contractor, Subcontractor agrees to submit any dispute under this Subcontract to arbitration under the Construction Industry Rules of the American Arbitration Association, or pursuant to any Arbitration procedure and rules governing the General Contract, if any.

(s) Neither party hereto may waive or release any of its rights under this Agreement, except in writing. The waiver by either party hereto of any breach of any provision of this Subcontract shall not be construed as, or constitute, a continuing waiver, or a waiver of any other breach of any provision of this Subcontract.

(t) If any provision of this Agreement is held by a Court of competent jurisdiction or arbitrator(s) to be invalid or unenforceable, whether in whole or in part, such provision shall be ineffective only to that extent without invalidating or rendering unenforceable any valid portions of the provision and/or any other provision of this Subcontract.

(u) The Parties agree that they have both had the opportunity to obtain the assistance of counsel in reviewing the terms of this Subcontract prior to execution, and as such this Subcontract shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

(v) Owner shall be considered a third party beneficiary of all rights under the Subcontract, but not the obligations. Subcontractor shall have no rights or claims directly against Owner except to the extent of any mechanic's lien rights available by statute. All other legal or equitable claims by Subcontractor, including claims against Owner of quantum meruit or unjust enrichment, are hereby waived and released. This Subcontract and the exhibits attached hereto and incorporated by reference herein contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Subcontract may be amended only in writing signed by both Contractor and Subcontractor.

ARTICLE 10. SUBCONTRACT AMOUNT—The Contractor agrees to pay the Subcontractor for the performance of its work hereunder the following sum or sums, which shall unless otherwise specified, include all taxes, insurance premiums, charges for permits and all other fees and charges, and shall be firm and binding on the Subcontractor for the work and not conditioned upon a firm completion date or on any labor increases or material escalation costs which might occur during the course of construction: HUNDRED THOUSAND DOLLARS CENTS TBD (\$TBD)

Percentage fees for overhead and profit for extra work, subject to the provisions of Article 6 hereof, shall be: % for work performed by Subcontractor's own forces and % for work performed by its subcontractors and suppliers. Sub-subcontractor shall likewise be entitled to % for work performed by their own forces and % for work performed by their contractors and suppliers. No fee will be allowed on overtime premiums. Such percentages include all office overhead and supervision above the foreman level.

ARTICLE 11. CONTRACT ALTERATIONS AND OMISSIONS—Any terms and conditions, to the extent inserted or added as part of an exhibit hereto by Contractor into this Subcontract, are hereby acknowledged by both parties to form a part of this Subcontract. In the event any terms and conditions are inserted or added as part of an exhibit hereto by Subcontractor, such terms and conditions shall only become part of this Subcontract if, and only if, each such term or

condition is initialed by both Parties. In the event of conflict between any such properly added terms and conditions, and the standard terms in this Subcontract, the added terms and conditions shall prevail. In the event any such changes to this Subcontract form, including alterations and omissions noted thereon, are inconsistent with the requirements of the second sentence of Article 3(a), the requirements of the second sentence of Article 3 (a) shall prevail in all respects.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUBCONTRACTOR:
Subcontractor

BY: _____
SIGNATURE

PRINTED NAME

TITLE

DATE: _____

WITNESS: _____

CONTRACTOR:
THE WHITING-TURNER CONTRACTING COMPANY

BY: _____
SIGNATURE

PRINTED NAME

TITLE

DATE: _____

WITNESS: _____

LIST OF EXHIBITS

The Exhibits listed below are hereby incorporated into this Subcontract:

Exhibit A – Insurance
Exhibit B – Scope of Work
Exhibit C – EEO Letter
Exhibit D – Contractor/Subcontractor EH&S Manual
Exhibit E – Project-Specific Quality Management Plan
Exhibit F – Subcontractor Plan For COVID-19
[List other exhibits, if any]

(Revised 1/2/19)

EXHIBIT A

INSURANCE

GENERAL INSURANCE REQUIREMENTS

Prior to commencement of any work on the Project, Subcontractor shall, at its own expense, maintain, during the term of this Subcontract and any extensions thereof, the following insurance in the forms and with limits to satisfy both the requirements listed on this Exhibit A and those specified by the Subcontract and/or any other applicable Contract Documents.

All insurance policies must be from insurers authorized to conduct business within the state(s) where the project is located. The insurance companies must also have a Best's Rating of at least "A-" and a financial size of "Class VII" or better. Subcontractor shall disclose and shall be responsible for payment of any deductibles or self-insured retention under these policies. No self-insured retentions shall be allowed under any of Subcontractor's policies without prior written consent of Contractor. Failure to adhere to these requirements shall constitute a material breach of the Subcontract.

Any limit of insurance listed in this Section shall serve as only a minimum limit requirement of coverage. It is understood and agreed that this Exhibit shall in no way limit Subcontract's liability to any dollar value or insurance coverage limits stated herein.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

This insurance will pay the subcontractor's obligations under appropriate worker's compensation statutes, including federal benefits under the U.S. Longshore and Harbor Workers Compensation Act, the Federal Employers' Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Subcontractor under this Subcontract. The Workers Compensation Insurance shall be carried with statutory limits compliant with the relevant legislation of the state(s) where any of Subcontractors operations or work are being performed for the Project.

Employers liability coverage shall provide limits of at least \$500,000 each accident for bodily injury and \$500,000 each employee for disease. The policy limit for disease shall be at least \$500,000.

For Connecticut projects, Subcontractor hereby agrees that Whiting-Turner is reimbursing Subcontractor a sufficient amount as payment for the Workers Compensation Premium for its workers on this Project.

COMMERCIAL GENERAL LIABILITY INSURANCE

This insurance must be written on Standard ISO CGL Form CG 00 01 (or any equivalent form) on an "occurrence" basis, responding to claims arising out of occurrences which take place during the policy period. The commercial general liability coverage limits shall be the maximum limits available under the policy, but in no event less than, the following:

- \$2,000,000 each occurrence for bodily injury and property damage
- \$2,000,000 each incident for personal and advertising injury
- \$4,000,000 products-completed operations aggregate
- \$4,000,000 general aggregate
- \$100,000 fire legal liability
- \$10,000 medical expense

The general aggregate limit shall apply separately to each project. The products and completed operations coverage is to be maintained for a period at least equivalent to the period under which the Contractor is potentially liable for work performed whether under the Contract Documents and/or at law, whichever period is greater. The Whiting-Turner Contracting Company is to be included as an additional insured.

The contractual liability coverage shall include protection for the Subcontractor from general liability claims arising out of the liability assumed under the indemnification provisions of the Subcontract without exclusion or limitation for work subcontracted by Subcontractor, to any tier. There shall be no exclusion or limitation for liability arising out of explosion, collapse and underground hazards (XCU) or subsidence, if the scope of subcontractor's work involves digging, excavation, grading, or use of explosives. There shall be no exclusion or limitation for residential work if such work is part of the scope of the Subcontract.

If the scope of Subcontractor's work could cause or contribute to water intrusion or the development of "mold", "fungi" or "bacteria", including but not limited to work that involves exterior insulated finish systems (EIFS), the construction of the building envelope (skin, windows, waterproofing, roofing, flashings, etc.), fire suppression, plumbing systems or HVAC systems, the Subcontractor's general liability policy shall not contain any exclusion for such exposures. If Subcontractor's general liability policy excludes such coverage, and this coverage cannot be added by endorsement, then Subcontractor is required to carry Pollution Liability Insurance with mold specifically included as a covered loss.

The commercial liability coverage, including any umbrella excess, shall include faulty workmanship as an occurrence. In any state where faulty workmanship is not considered a trigger of occurrence, including Pennsylvania, Ohio and Kentucky, any insurance policy which provides that it is governed by the laws of such states shall not be acceptable, unless an endorsement is provided that expressly includes faulty workmanship in the definition of occurrence. Umbrella excess must be endorsed with similar language to ensure follow form coverage of primary insurance.

(Revised 1/2/19)

BUSINESS AUTOMOBILE LIABILITY INSURANCE

This insurance shall apply to any auto, including all owned, hired and non-owned vehicles, to a combined single limit of at least \$1,000,000 each accident. For those subcontractors subject to the Motor Carrier Act of 1980, the Motor

Carrier Act endorsement # MCS-90 should be attached to the policy, with a primary limit of at least \$1,000,000 each accident.

Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists' coverage should be included. Any deductible under this policy must be disclosed and will be fully assumed by the subcontractor.

UMBRELLA EXCESS LIABILITY INSURANCE

This insurance must provide coverage in excess of the limits of employers' liability, commercial general liability and business automobile liability. The umbrella coverage limits shall be the maximum limits available under the policy which shall be at least \$5,000,000 each occurrence and a \$5,000,000 aggregate and include coverage as broad as the primary insurance. Umbrella excess must be endorsed with primary non-contribution language to ensure follow form coverage of primary insurance.

PROOF OF INSURANCE/ENDORSEMENTS/ADDITIONAL INSURED REQUIREMENTS

Prior to commencing work and throughout the Subcontract term and any extensions thereof, as a material term of the Subcontract, Subcontractor shall provide Whiting-Turner with certificates of insurance using the ACORD form or its equivalent executed by a duly authorized representative of each insurer and with copies of any necessary riders or endorsements attached. Such riders and endorsements shall be in a form reasonably acceptable to Whiting-Turner, evidencing that Subcontractor's insurance coverage is in compliance with the insurance requirements set forth in this Exhibit A and in the Contract Documents.

All insurance policies shall be endorsed to provide at least 30 days prior written notice to Whiting-Turner of cancellation or non-renewal of any insurance provided pursuant to this Exhibit A or at least 10 days notice of cancellation due to non-payment of premiums.

Whiting-Turner, the Owner and other entities as required by the Contract Documents or otherwise required by Owner or Contractor shall be named as an additional insured under the Commercial General Liability, Auto Liability and Umbrella Excess Liability policies of insurance, and special policies listed below if applicable, per standard ISO endorsement forms 2010 (11/85) for Ongoing Operations and Products/Completed Operations, if available, or otherwise per standard ISO endorsement forms 2010 (07/04) for Ongoing Operations and 2037 (07/04) for Products/Completed Operations, or equivalent. Coverage's shall be maintained by Subcontractor for itself and for the additional insureds for a period at least equivalent to the period under which the Contractor is potentially liable for work performed whether under the Contract Documents and/or at law, whichever period is greater. Such insurance shall include cross-liability coverage as provided under standard ISO forms separation of insured clause. It is expressly agreed and understood by and between Subcontractor and Whiting-Turner that the insurance afforded the additional insureds shall be the primary insurance and that any other insurance carried by Whiting-Turner shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees to provide endorsements on its insurance policies as required to comply with these requirements. Subcontractor further agrees to include, to the fullest extent permitted by applicable law, the following language on its insurance certificate to acknowledge compliance with these requirements; however, Subcontractor's failure to provide such endorsements or acknowledgement shall not affect Subcontractor's agreement hereunder:

"Whiting-Turner, the Owner, [insert the names of additional insured entities] and other entities as required by the Contract Documents or otherwise required by Owner or Contractor are Additional Insured's under the primary and umbrella excess liability insurance policies on a primary and non-contributory basis for Ongoing Operations and for Completed Operations and such coverage shall comply with the provisions of standard ISO endorsement forms. A Waiver of Subrogation in favor of the above listed parties shall apply to the primary and umbrella excess policies required under this Subcontract. Additional Insured's shall be provided at least 30 days prior notice of cancellation or non-renewal, or at least 10 days notice of cancellation due to non-payment."

In the event applicable State law prohibits any of the above language from being included in Certificates of Insurance, Subcontractor shall provide a Certificate of Insurance reflecting coverage provided in policies for Additional Insured status for ongoing and product completed operations, Waivers of Subrogation, and a 30 day cancellation notice. The Certificate of Insurance shall contain wording from the policies and endorsements verifying the foregoing are covered by the policies and endorsements. Notwithstanding any other provisions to the contrary herein or in the Subcontract, the additional insured obligations herein are independent obligations from any indemnity obligations under the Subcontract, such that in the event any or all of the indemnity obligations under the Subcontract are determined to be void or otherwise unenforceable, the additional insured obligations shall remain in full force and effect.

WAIVER OF SUBROGATION

Subcontractor hereby waives all rights of subrogation against Owner, Whiting-Turner, the Architect and its consultants, and any of Subcontractor's sub-contractors and consultants, and their respective trustees, directors, officers, employees and agents for recovery of damages to the extent those damages are covered by any insurance policies the Subcontractor is required to maintain as set forth herein. Subcontractor agrees to obtain, at its own cost, and deliver to Whiting-Turner copies of any endorsements necessary to provide such a waiver under the applicable insurance coverage. Umbrella excess must be endorsed with waivers of subrogation language to ensure follow form coverage of primary insurance.

SPECIAL COVERAGE – IF APPLICABLE

1. Pollution Liability – If the scope of services or work under this Subcontract could result in a potential environmental hazard, including but not limited to, transportation, handling, storage or abatement of hazardous substances, or involve work such as demolition, earthwork, or utilities that could result in a potential environmental exposure, Subcontractor shall purchase and maintain Pollution Liability Insurance which shall be on an occurrence basis with a limit as required by contractor, which shall be the maximum limits available under the policy, but in no event less than \$2,000,000 per

claim. The coverage is to be maintained for a period at least equivalent to the period under which the Contractor is potentially liable for work performed whether under the Contract Documents and/or at law, whichever period is greater. If Subcontractor can only provide this insurance on a "claims made" basis, such policy shall include a retroactive date prior to the initiation of any work and Subcontractor shall continually maintain such policy or shall purchase an "extended reporting period" endorsement providing coverage for at least three (3) years beyond project completion or such longer period of time as specified in the Contract Documents.

2. **Blasting** – If the scope of the Subcontractor's work involves any blasting operations, Subcontractor agrees to provide specific evidence, to the satisfaction of Contractor, that the insurance policy covers such operations.

3. **Professional Liability** – If the scope of Subcontractor's work involves the performance of any delegated design, design assist, or design services (including but not limited to architecture, engineering, landscape architecture, surveying, construction management, environmental consulting, testing, rigging, shoring or fastening) performed by or on Subcontractor's behalf, Subcontractor and any design subcontractors/consultants/vendors working under the Subcontractor shall each maintain Professional Liability coverage with limits as required by the Contract Documents which shall not be less than \$2,000,000 per claim or the value of the Subcontract, whichever is greater. If Professional Liability coverage is provided on a "claims made" basis, the policy shall include a retroactive date prior to commencement of services and Subcontractor shall continually maintain such policy or shall purchase an "extended reporting period" endorsement providing coverage for at least three (3) years beyond project completion or such longer period of time as specified in the Contract Documents. 4. **Aircraft Liability Insurance** – If the Subcontractor or any lower tier subcontractor/vendor uses any type of owned, leased, chartered or hired "manned" aircraft on the Project, Subcontractor shall provide Aviation insurance with minimum limits of 10M per occurrence; Any subcontractor or lower tier Subcontractor/Vendor using Drones on the Project shall provide Unmanned Aircraft Liability coverage with minimum limits of 1M per occurrence; All such policies shall name Contractor as an Additional Insured and provide a Waiver of Subrogation in favor of Contractor.

EXHIBIT B

GENERAL SCOPE OF WORK

Each Subcontractor and their lower tier subcontractors/suppliers are responsible for all requirements of:

1. All project drawings officially distributed prior to and during the project bid phase. This requirement includes all drawings, details, notes, requirements, sequences, standards, etc. found within these project drawings.
2. All project specifications officially distributed prior to and during the project bid phase. This includes all Division #01 section specifications, all sections pertaining directly to the Subcontractors scope of work, as well as all other specification sections.
3. All documents listed within Exhibit F of the fully executed Subcontract between The Whiting-Turner Contracting Company and this Subcontractor.

A. GENERAL

1. CONTRACTOR

- a. The Whiting-Turner Contracting Company (herein referred to as "Contractor", "Construction Manager" or "WT") shall control, enforce, direct, instruct, and otherwise implement regulations and restrictions as set forth in this section. All items, unless otherwise noted in this Exhibit, are the responsibility of the Subcontractor.

2. REPRESENTATION

- a. All communications with the Storm King Art Center, Heneghan Peng Architects, WXY Architects, Designers/Engineer/Consultants, etc. shall be through Whiting-Turner. Subcontractor shall not at any time contact the owner or consultants directly.

3. TAXES, PERMITS, CODES, AND JURISDICTIONAL REQUIREMENTS

- a. In the performance of this contract, the Subcontractor agrees to observe all applicable standards prescribed by or pursuant to the Federal Occupational Safety and Health Act, and agrees to indemnify Whiting-Turner, the Owner, and the Project Manager and save them harmless from all damages arising from and all expenses incurred due to Subcontractor's violation of or failure to comply with such standards.
- b. The Subcontractor asserts that it is familiar with the current codes and requirements of the Federal, State and Local Authorities who have jurisdiction over the work to be performed by the Subcontractor, and that all engineering, design, materials furnished and installed, and complete systems provided by the Subcontractor shall be in strict conformance with the said applicable codes and requirements without deviation.
- c. Any trade specific permits required for the construction of the project will have to be obtained and paid for by the respective Subcontractor.
- d. Each Subcontractor is responsible for coordinating with all 3rd party owner inspections required by the permit he/she obtains. In addition, the Subcontractor is responsible for coordinating with Whiting-Turner inspections that may be required under the General Building Permit. Note that if such inspections are required and the necessary notice is not provided by the Subcontractor, the Subcontractor is responsible for all costs required to remedy the situation, including removal & replacement of work, if so directed.

4. SUBCONTRACTOR

- a. Provide all daily and/or nightly clean-up required during the execution of this scope of work. The Subcontractor will utilize dust down as part of their daily cleanup. This requirement is not in place of 'Composite Clean Up Crew', the two items are separate responsibilities.
- b. Change Orders and/or other Subcontract Price adjustment must be preceded by written direction from Contractor. Extra work, change orders and/or other Subcontract Price adjustments must be preceded by written authorization from Contractor.
- c. Provide all trade permits and licenses as required. Building permits by others.
- d. On-site parking is provided for foreman, work trucks and personnel vehicles. Parking, standing and unloading is prohibited at roadways on the Owner's property during hours of Owner's operations. Parking is provided at no cost, and is understood that it may be in a less than desirable location due to the project's limitations.
- e. The Subcontractor shall provide the hoisting of any material, equipment, tools, etc.
- f. Materials and equipment are to be furnished per plans and specification; alternate products shall not be priced as part of the base bid or agreed subcontract price. Unless specifically listed as "Included" in the Alternate Exhibit of this subcontract, all materials are to be furnished per the specifications.

- g. Use of facilities located within the arts center or Owner's property, including but not limited to: restrooms, cafes, elevators, outdoor areas(recreational) etc., is strictly prohibited.
- h. Each Subcontractor shall coordinate the work and its performance with that of other contractors, independent testing and inspection agencies and as directed by the Contractor. Furthermore, 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 appropriate governing bodies.
- i. Each Subcontractor shall provide the services of a project manager. This individual shall not serve the dual function of field foreman or superintendent. His/her attendance is required at all kick-off meetings, progress meetings and coordination meetings held as deemed necessary to execute the work in a satisfactory manner, until their respective scope of work is completed. It will be the responsibility of the Subcontractor project manager to advise the Contractor of any problems that may affect the work.
- j. Subcontractor shall provide Performance & Payment Bond rate with their bid(s). Bids exceeding one hundred thousand dollars (\$100,000.00) require bonds per the Owner. Failure to bond your work over stated value may result in disqualification of bid award.
- k. Whiting-Turner will hold 'Weekly Project Manager-Foreman Progress Meetings'. The purpose of these meetings will be to review the project's progress to date, to outline and discuss upcoming schedule activities, to coordinate Subcontractor work activities, to discuss project safety, quality, and any "problem areas" and to address any other matters affecting the project. It is mandatory that all Subcontractors are represented at each and every Weekly Project Progress Meeting by both the Project Manager AND on-site Superintendent/Foreman that is familiar with the ongoing project activities of that respective Subcontractor. These representatives must be able to speak on behalf of the contracting firm and make binding commitments on the Subcontractor's behalf. Any and all items discussed at these meetings will be adhered to by the Subcontractor, whether they are in attendance or not. Minutes will be distributed following each meeting. Subcontractors are required to review the minutes and continue/proceed with work as discussed.
- l. Subcontractors are to attend these "Weekly Project Manager-Foreman Progress Meetings" while they're working onsite and two weeks prior to beginning work. A penalty of Two Hundred dollars (\$200) for each Weekly Project Manager-Foreman Progress Meeting for which a representative is not present or has not requested and obtained approval from Whiting-Turner to be absent from the meeting. All charges will be tracked by W-T. The charges will be tracked and included in contract supplements.
- m. Each Subcontractor is responsible for ensuring that there will be consistent communication between the Subcontractor's office and their field personnel and foreman.
- n. Each Subcontractor shall provide an on-site superintendent and/or foreman for all hours that the Subcontractor or their lower tier subcontractors/suppliers are working on the jobsite. This person must be a responsible, OSHA certified, First Aid & CPR certified, "Competent Person", and have authority over all employees and subcontractors employed by the firm. This person must be the primary contact for Whiting-Turner and must be available to Whiting-Turner anytime this Subcontractor's workers, or their lower tier Subcontractor's/supplier's workers, are onsite.
- o. The Subcontractor is responsible for their own access, staging, storage, scaffolding, man lifts, temporary scaffolding, shoring, sheeting, supports, guys, braces, false work, etc. necessary to complete their respective scope of work. Design must be engineered and stamped by a licensed professional engineer with license appropriate for the location of the project. Any scaffold, rigging, etc. that requires a reviewed plan must be submitted to Whiting-Turner for review one week prior to mobilization of such activity; cranes require additional notice.
- p. The Subcontractor is responsible for any and all surface preparation of areas as required for the proper installation and/or performance of their work.
- q. All Subcontractors are required to take all precautionary measures necessary to prevent damage to Owner's property and buildings, and to promptly repair any damage caused by his action at their own expense.
- r. All Subcontractors are responsible for foreseeable field conditions & obstacles.
- s. Subcontractors shall execute the work by means of workmanship that exceeds industry standards. Any work that is found to be out of compliance with this requirement and/or the project specifications & drawings 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.
- t. Subcontractors are responsible for all cutting and patching required for the installation of their scope of work. The general rule in relation to cutting and patching is: whoever makes the cut/hole will repair it once the required services are run through. The surface must be restored to the required fire rating and meet all applicable codes.
- u. Subcontractors are to maintain at all times, a set of construction as-built drawings onsite, and be able to produce these drawings at any time for review by Whiting-Turner, the A/E, or the Owner. These documents shall be

used by the subcontractor to create a final set of as-built documents (in electronic form) to be turned over to Whiting-Turner at the completion of the scope of work.

- v. Subcontractors are to note that in the event of a discrepancy between the bid documents, governing authority, regulations, standards, etc. the most stringent requirement will apply.
- w. Subcontractors are required to furnish and install any necessary temporary coverings to protect their work and all existing facilities and property, including any dust protection required.
- x. All Punchlist items to be completed within 5 days of issuance by Contractor. Subcontractor is responsible for obtaining Contractor's signoff.
- y. The Subcontractor understands and agrees that all punchlist work, completion work and closeout documentation shall be completed by the Subcontractor and subsequently approved by the architect/engineer, the Construction Manager and the owner. Any punchlist work and/or completion work which is not performed by the Subcontractor in an acceptable amount of time will be completed by Whiting-Turner and all costs will be backcharged to the Subcontractor.
- z. All Subcontractors will be required to provide a minimum 1-year warranty, beginning at the date of the project's substantial completion and acceptance by the Owner, by area. This warranty is to guarantee all materials installed and all labor performed by the Subcontractor. The date that this subcontractor completes their work is not the start date of any warranty or guarantee.
- aa. Plan Grid to be used by all trades for this project. Subcontractor is responsible for all costs associated with plan grid subscriptions and field devices to properly utilize Plan Grid as a means for tracking, maintaining and executing: quality management, RFIs, submittals, etc.
- bb. Provide value engineering & continually assist in providing input to reduce the overall cost of project.
- cc. Subcontractor is responsible to submit written work plan for work that impacts the existing Storm King operations, such as utility service interruptions, road blocks/limiting traffic, etc. Subcontractor must obtain written approval by Whiting-Turner.
- dd. Subcontractor to verify air and surface temperature, moisture, and humidity conditions are suitable for installation prior to installing.
- ee. Attic stock shall be turned over in a single delivery, separate from material slated for install. Deliver to designated storage area within 25 miles of the project location. Subcontractor is responsible for equipment and manpower to unload delivery truck and place material in a designated area by storage location faculty member.

5. LAYOUT & SURVEYING

- a. The Contractor will provide a bench mark at each project area for the use by each contractor. Shooting grades is the responsibility of each subcontractor. All subcontractors shall verify subgrades prior to starting their own work; commencement of work is acknowledged as accept of the subgrade. Control lines will be provided one time at concrete slabs at interior spaces; transfers to exterior spaces is the responsibility of each subcontractor. The Subcontractor is responsible for all additional engineering, layout and surveying as required for the provision of the listed scope of work.
- b. Subcontractor is not to assume use of CAD files and is to include all necessary costs for same to layout and install any and all work based on contract documents and as-built project site conditions. Subcontractor has included any and all necessary costs and labor to perform as-built site condition walk and has incorporated same into base bid of work.

B. POST-BID INFORMATION

- 1. Subcontractors may not start work on the jobsite until the following documentation is furnished to the Contractor. The Subcontractor shall provide the following documentation within fourteen (14) calendar days of contract award:**
 - a. Fully executed Subcontract. Whiting-Turner's standard subcontract form. All bidding subcontractors are to review this Subcontract in its entirety. At their discretion, Whiting-Turner may disqualify and reject any bid submitted with modifications to the standard form of subcontract.
 - b. Insurance Certificate indicating coverages. As specified in Contract Documents, each subcontractor must list "The Whiting-Turner Contracting Company, The Storm King Art Center, Paratus Group, Heneghan Peng Architects, and WXY Architects," as additional insured on the subcontractor's certificate of insurance. Please ensure the proper verbiage is indicated on the insurance certificate as noted above and within exhibit A.
 - c. Performance Bond and Payment Bond Forms, attached as an Exhibit, for all subcontracts greater than \$100,000.

- d. Permits or permit filing receipts as required by the contract documents, Federal/State/Local Government, Orange County or any other regulatory agencies having jurisdiction.

2. The Subcontractors shall provide the following documentation within fourteen (14) calendar days of contract award:

- a. Project contact information, including supervisory personnel names, mailing addresses, e-mail addresses, phone numbers, emergency numbers (no less than two contacts).
- b. Names and contact information of the Subcontractor's Quality Control Manager.
- c. Names and contact information of the Subcontractor's Safety Manager and Designated Competent Person.
- d. SDS Information – three ring binder, indexed tabs, for specific materials to be used on site. Bulk 'standard' binders will not be accepted. Include USB thumb drive with the same information.
- e. Copy of Subcontractors Site Specific Safety Program.
- f. Complete list of all lower tier Subcontractors and major suppliers proposed for the various portions of the Work
- g. Complete submittal package. This includes the submission of all required product data, shop drawings, erection drawings, calculations, samples, BIM models, etc. as specified, unless other arrangements are made in writing with WT prior to signing this subcontract agreement.
- h. Detailed Construction schedule indicating crew flow, phasing, etc. showing a path to meeting or bettering the project durations and milestones.

Note: The Subcontractors invoices will not be processed or paid until all of the foregoing documents have been submitted and approved by Whiting-Turner, and the Subcontract has been signed and returned by the Subcontractor, without modifications.

C. SITE UTILIZATION

1. LIMIT OF OPERATIONS

- a. The Subcontractors normal limit of operations shall be confined within the Limits of Work Area as defined by the Contract Documents.
- b. The Owner, Architect, and other Subcontractors performing Work within these limits of operation, shall be allowed access at all times.
- c. Construction operations must be planned and executed in a manner, which allows emergency access to the project at all times.
- d. At no time will any Subcontractor be permitted to stage equipment and/or materials on the project's temporary or permanent access roads and pathways, project site entrances or parking lots. These areas are to be left clear at all time.
- e. Major activities, deliveries, outages, etc. are to be scheduled for Mondays and Tuesdays – days which the center is closed, except for during peak season.
- f. Activities that have the potential to interfere with the Owner's daily operations shall be scheduled prior to 10am as best possible.
- g. Access from the north area to the Conservation Building is via public roads only, driving through the site is not permitted from Welcome/Admin area to the Conservation/WT Trailer area. Access to the Pond Pavilion is from the Conservation area only.
- h. Hot work, meaning any activity that creates heat exceed 130 degrees, sparks, flame, etc. are prohibited from taking place in or within one hundred feet of any existing building, wood framed structure, wooded area, areas with high winds, etc. Coordinate hot work with WT Superintendent. Provide ample fire extinguishers and fire watch for no less than one hour after work is completed; complete fire watch one hour before end of work day when possible.

2. WORK WEEK & HOURS OF CONSTRUCTION

- a. The project will be working **four ten-hour days** each week from 6am-4pm(subject to change on stage of construction and natural day light), Monday through Thursday. Costs for working ten hours per day shall be included in the base bid; change orders for premiums related to working four days per week, lost production due to holidays, etc. will not be accepted.
- b. When a normal workday is lost due to weather it will be made up that Friday at no additional cost to the Contractor/Owner. Overtime during the Monday through Thursday to make up said lost day is prohibited due to the already long workday.
- c. Weekend work is strictly prohibited unless it is specifically requested, directed and/or authorized by the Owner.

3. NOISE CONTROL

- a. The Subcontractor shall execute the Work in this Contract as quietly as practicable to avoid unnecessary disturbances to ongoing operations by the Owner.
- b. Any complaints duly registered by the Contractor of unacceptable noise levels shall be cause for the use of special precautions and methods of operation by the Subcontractor to reduce noise to acceptable levels.
- c. Noise levels must meet all noise ordinances or other restrictions listed in the contract documents, whichever is more stringent.
- d. Radios, stereos, speaker systems, headphones, etc. are not permitted for use anywhere on site.

4. MOBILIZATION

- a. Provide all necessary mobilizations to complete this scope of work.
- b. Subcontractors will be responsible for field measuring rough openings, rough ins, etc. prior to fabrication and installation.
- c. Subcontractors are required to first obtain permission from the construction manager to proceed before any work is performed. Any work that is performed without permission from the Contractor may, at the Contractors discretion, be removed and re-installed at this Subcontractor's own expense.
- d. Temporary power will be provided to all Subcontractors. Temporary power will consist of typical 120v 20AMP service. Any additional electrical service required by the Subcontractor must be provided by the Subcontractor requiring the power.
- e. There shall be no work beyond the limit of disturbance as defined by the Contract Documents.
- f. The Construction Manager will install chain link fencing for the purpose of safety of both construction personnel and the public. The Subcontractor may not remove any portion of the construction fence or barriers without first obtaining the approval of the Construction manager. It is the intent of this requirement that the construction fence be maintained in good condition, locked and with no gaps or openings, at the close of each business day. Damage to the fence system will be repaired by the installation contractor, under direction of the Construction Manager at the cost of the damaging party. Where this subcontractor requires fence(chain link, snow, silt, etc.) to be installed to safely perform and protect their work, or others from hazards creating by this/the installing subcontractor the costs for the fence installation, maintenance and removal is by the 'installing' contractor.
- g. Provide flagmen, safety barricades and traffic cones, as required to safely direct traffic and pedestrians, when taking deliveries, making pick-ups, or any other time in the course of this Subcontractor's operations which are unable to be performed within the limits of work. All items used for production/daily operations which are not required to be in place at all times shall be neatly dismantled and stored overnight and on weekends.
- h. Take all necessary precautions to protect adjacent property, construction and art from damage caused by this Subcontractor's operations. Subcontractor agrees to promptly repair any damage caused by its actions or its subcontractor's actions at no cost to the Owner or Construction Manager. Any damage to the Owner's assets, specifically art, shall be brought to the Construction Managers attention immediately.
- i. Construction personnel shall use designated entrance and egress areas to the project as directed by Construction Manager.
- j. Any subcontractor is to only deliver and stock material sufficient to provide 1 weeks' worth of material for the upcoming scheduled work at any building area. The location of all delivery and storage trailers, equipment and stored materials must be submitted to and approved by Whiting-Turner one work week (5 days) in advance, for general material in reasonable quantities and two weeks (10 days) in advance for equipment, large materials, etc. prior to delivery. Subcontractor may be required to relocate these materials. Materials must be distributed evenly for weight, other trades access to the work space, coordinated with the delivery and access for other trades' work. Failure to notify the Construction Manager of a delivery may result in the delivery being turned away by the Construction Manager at no cost to Construction Manager.
- k. Subcontractors will be given areas for staging and/or storage of materials. Per the project schedule, the Subcontractor may be requested to relocate their storage areas(s) on various occasions throughout the project duration. Relocation of materials shall be performed at no cost to the Contractor/Owner.
- l. All Subcontractors will be responsible for protecting all stored/staged items onsite from damage due to weather, direct sunlight, surface contamination, corrosion, construction traffic and other damaging effects.
- m. For furnish only items, the initial protection and maintenance of this protection is the responsibility of the trade receiving the delivery. For furnish and install items, the initial protection and maintenance of this protection is the responsibility of the trade furnishing and installing the work. Protection, and the maintenance thereof, is the responsibility of the above referenced trade from the time the delivery arrives on-site until the product is installed and accepted by Whiting-Turner. At the completion of the installation, Whiting-Turner's Superintendent will review the installed work to either accept the work as-is or to note deficiencies that must be

corrected before Whiting-Turner will accept the protection responsibilities of the work. This review will be done via a walk through by the Superintendent and is not in lieu of an architect's evaluation and Punchlist, but rather is intended as a means of transferring the protection of responsibilities from the specific trade to Whiting-Turner. In the event that Subcontractor is not on site or able to receive and unload materials, Whiting-Turner will, at its discretion and assuming no responsibility for damage, refuse the delivery or receive and unload the materials (any and all related costs to be backcharged to the Subcontractor).

5. VISITORS

- a. Visitors/Vendors are deemed any person who is not directly employed by the Construction Manager or Subcontractors on the project. Visitors/Vendors will not be allowed on site without first gaining prior written approval from Whiting-Turner and the visitor signing in at the Whiting-Turner job-site office. Do not bring visitors or guests to site without approval. At no time shall visitors be permitted on site when Whiting-Turner is not actively supervising the site; i.e. no afterhours trips to site. The visitors will be briefed on safety protocol and security items; PPE (hard hat, vest, covid related equipment, etc.) is the responsibility of the visitor or subcontractor.

D. SCHEDULE AND COORDINATION

1. SCHEDULE

- a. This project does incorporate liquidated damages to the Contractor, which are hereby transferred onto each of the subcontractors. Where one or more subcontractors are found to be, at the evaluation of the Contractor, liable for project delays creating a delay in substantial completion at one or more project areas the responsible/liable parties will incur the following liquidated damages in addition to extended Whiting-Turner management, supervision and general requirements costs which will be determined at the completion of such delay. The increments of damages are as follows:
 - 0-20 Business Days Delay, Grace Period – no damages
 - 21-40 Business Days Delay, Two Thousand American Dollars (\$2,000.00) per calendar Day
 - 41-60 Business Days Delay, Three Thousand American Dollars (\$3,000.00) per calendar Day
 - 61-100 Business Days Delay, Four Thousand Five Hundred American Dollars (\$4,500.00) per calendar Day
 - Business Days Exceeding a 100 Day Delay, Four Thousand Five Hundred American Dollars (\$4,500.00) per calendar Day
- b. Whiting-Turner has included within the Project Manual a preliminary construction schedule specifically showing the proposed progression of the project. Included in this schedule are milestone dates which each Subcontractor will be required to meet. All Subcontractors submitting a bid proposal should ensure their bid proposal value includes any and all cost, including additional crews and overtime, which may be associated with meeting or bettering the milestones dates, durations and overall completion date found within this schedule.
- c. Within two (2) weeks of contract award, each Subcontractor shall provide a detailed CPM schedule for their scope of work, to be reviewed by Whiting-Turner and incorporated into the project's overall CPM Schedule. The Subcontractor schedule shall meet or better the overall objectives and milestones indicated on the Contractor's CPM Schedule issued with the Bid Documents.
- d. Upon the commencing of work, Whiting-Turner will issue a complete, all-inclusive project schedule. Each Subcontractor will be required to ensure work is performed to meet or better this schedule.
- e. The Subcontractor will provide input and services as required on a regular basis and when requested, but no less than bi-weekly, to assist the Construction Manager in the preparation and updating of the initial, detailed and interim schedules.
- f. Throughout the course of the project Whiting-Turner will issue updates to the overall project schedule. The Subcontractor agrees to pursue the work diligently and to complete the work in accordance with the project schedule, including overtime work or additional shifts as needed. If it is necessary for the Subcontractor to work overtime or additional shifts, in order to maintain the schedule, he/she shall do so at his/her expense. In that event, the Subcontractor shall be responsible for the cost of any standby personnel provided by the Construction Manager or other Subcontractors. Contractor and the Subcontractor shall develop a recovery schedule to include additional evening hours. Weekends are last option for making up lost time due to peak visitor traffic; this does not pertain to the Conversation & Maintenance Building as it is not accessible by the Public.
- g. This Subcontractor is to include whatever weather premium costs, including weather protection for this subcontractor's scope of work will be necessary to maintain the construction schedule, unless otherwise

specified. In summary, NO CLAIMS will be accepted for inclement weather, delays, premium time costs, etc. for this Subcontractor to maintain the schedule.

- h. Should a weather-related event occur during the work week, the Subcontractor shall work at their expense to make up the lost time without impacting other trades flow of work, delaying a milestone or impacting the Owner.
- i. All subcontractors shall account for a loss of three workdays, per calendar year, due to Owner's events or Owner related activities. The dates are not specifically defined in the Project Schedule, assume your work will miss three individual days and include any lost production costs into your base bid.

2. COORDINATION

- a. All Subcontractors performing work on the project will be responsible for coordinating their scope of work with other Subcontractors. The completion of this project will require significant coordination between various Subcontractors. All Subcontractors should be fully aware of the surrounding construction and make every effort possible to ensure all work is performed in coordination with other work.
- b. All Subcontractors must coordinate their work with the overall project schedule. This includes the timeframes & durations associated with their own work, as well as the timeframes & durations associated with other work.
- c. This Subcontractor is responsible for coordinating with other trade shop drawings and submittals. The software "Plan Grid" shall be utilized by all trades on this project for the sake of coordination and documentation management. If any work is installed before coordinating with all other affected trades, or as to cause interference with work of other trades, the necessary changes to correct the condition shall be made by the Subcontractor causing the interference. Any costs associated with these corrections shall be borne by that Subcontractor.

E. WORK PROCEDURES

1. NOTIFICATION PROCEDURES

- a. All Subcontractors shall verify all existing field conditions prior to the commencement of construction and/or erection of any given work. The Subcontractor shall notify Whiting-Turner, in writing, of any deviations in the work of other trades or existing conditions that affect the quality or the progress of the work of the Subcontractor. If the Subcontractor commences work without such notification to Whiting-Turner, the Subcontractor accepts all existing conditions and bear all expenses to correct any deficiencies found in any work item.

2. DAILY FIELD REPORTS

- a. Each Subcontractor must submit daily work reports to Whiting-Turner including manpower and construction progress information. Reports must include the number of workers onsite, a detailed description of the work performed (including locations), and the number of hours worked onsite.
- b. Failure to submit Daily Reports will result in subcontractor payments being placed on Hold Status.
- c. Consistent failure to submit the proper Daily Field Report will lead to fines being imposed by the Construction Manager. At the discretion of the Construction Manager, Subcontractors will be notified in writing and may be fined up to \$25 per missing field report.

3. ADDITIONAL WORK/TIME & MATERIAL

- a. For additive subcontract supplements, Subcontractors shall be entitled to a mark-up of **10%** for overhead and **5%** for profit. In no event shall the aggregate of mark-ups for Subcontractors of all tiers exceed **10%** for overhead and **5%** for profit.
- b. For all work authorized by Contractor to be performed on a time and material basis, the Subcontractor shall, on a daily basis, submit a daily time and cost record for all personnel and materials involved on the project, including their own subcontractors. At the beginning of each work activity being performed on ticket the foreman/superintendent shall contact the WT superintendent to notify that work has begun, on ticket, stating the work, crew assigned and change order number. If warm contact cannot be made to the WT team an email stating the specifics of the work is satisfactory. At the end of each day, all time and cost records must be signed by Whiting-Turner; end of week or bulk ticket submissions are not acceptable. Any extra work ticket not signed by a representative of the Construction Manager on the same day the work is performed will be rejected by Whiting-Turner. The Subcontractor should make note that there will be no compensation for extra work performed without written authorization from Whiting-Turner.

4. TESTING AND INSPECTION

- a. The Subcontractor shall make arrangements for and be present at all inspections including those that may be required by the Owner, Independent Testing Agency employed by the Owner, the Consulting Engineer, the Contractor, or any other governmental authorities. The Subcontractor shall provide safe access to all work areas, including scaffolding, for the Contractor, Owner, Architect/Engineer and all inspectors.
- b. The Subcontractor agrees herein that the CPM schedule, in this agreement, includes time for inspections and necessary rework/reinspection in the durations provided for each trade task duration.
- c. The Subcontractor must notify the Construction Manager of all upcoming inspections, observations, tests, punchouts and demonstrations required by the project scope. Provide four (4) days advance written notice to the Contractor for required inspections and testing.
- d. The Subcontractor will at all times provide access to work area to the Construction Manager, the A/E, the owner, and the testing and inspection agency. At no time should access to work areas be prohibited.

F. CLEAN-UP

1. Daily clean-up of all work areas and break areas is required by each Subcontractor. All Subcontractors' general trash and debris, including lunch trash, is to be placed by the responsible subcontractor in the dumpster to be provided by WT. Trash will not be allowed to accumulate in the project area. Dumpsters will be located on site in locations defined by Whiting-Turner. If any subcontractor fails to comply with this requirement WT, upon twenty-four (24) hours written notice to the Subcontractor, will arrange and clean-up at the Subcontractors expense. If the Subcontractor's debris creates an immediate safety concern, or in a public or occupied area no notice is required and WT will arrange for immediate clean-up or movement of the material at the Subcontractor's expense in form of a back charge.
2. Finish trades shall include a final clean of each work area at the completion of their own work. This shall be completed prior to moving on to the next work area. This means: drywall must swept with dust down, light fixtures dusted off, cover plates wiped clean, hard flooring swept and mopped and carpet vacuumed, glass and track wiped down, casework and countertops wiped down, etc.
3. All Subcontractors will be responsible for washing the tires and under carriage of all their own, and their lower tier subcontractor's, vehicles exiting the project site to ensure all surrounding roadways are left clean of mud, debris, dirt, etc. A wheel wash cattle gate, water and hose will be provided for everyone's use by WT. A Subcontractors failure to wash their own vehicles to eliminate tracking dirt/mud will result in back charges issued to the Subcontractor to compensate the Construction Manager for all associated costs (including cleanup, fines, etc).
4. The Subcontractor agrees to participate in a composite project clean-up crew supervised by Whiting-Turner (the Construction Manager). Subcontractor will provide a minimum of one capable individual, as approved by the Construction Manager, to participate full time one day a week. (A minimum of one Laborer will be required for any workforce less than ten). When the Subcontractor's on-site workforce reaches eleven (11) employees, a second individual will be added to the composite clean-up crew and so on for each subsequent multiple of ten (10) additional employees. Subcontractor will increase/decrease clean up manpower above these requirements based on trash output as directed by and at the sole discretion of the Construction Manager. It is expressly agreed and understood that this requirement is not intended to replace the Subcontractors daily clean-up program but serves as a supplement to the project workforce to ensure a clean job site. Failure to participate in the composite clean-up crew without prior written approval by the Construction Manager will indicate Subcontractors acceptance of the cost of \$500 per man-day missed for the Subcontractor to provide labor to ensure this Subcontractor's participation in the cleanup crew.
5. If designated by the Construction Manager, all Subcontractors will be responsible for ensuring all waste, excess materials, debris, trash, etc. is deposited into the recyclable dumpster dedicated for the collection of that respective form of waste. This includes, but is not limited to, all cardboards, paper, plastics, glass, etc. All material packaging, cardboard boxes, pallets, etc., shall be broken down and flattened before being placed in dumpsters.

G. INVOICING

1. Subcontractor should refer to the instruction located in the *Application for Payment + Lien Release Forms* in the Whiting-Turner Project Manual. The project will be billed by area, see WT template Pay App.

2. The project is exempt from sales tax on all REAL property to be incorporated into the final construction. All other sales taxes are due by the subcontractor for all equipment and materials not part of the final construction. Reference the Whiting-Turner Project Manual for a copy of the certificate.
3. It will be the responsibility of every Subcontractor to provide on a monthly basis, the Owner supplied Subcontractor Affidavit, Partial and Final Waiver and Release of Liens and Claims that can be found in the Whiting-Turner Project Manual

SHOP DRAWINGS, SUBMITTALS and MOCKUPS:

1. Each Subcontractor is required to provide detailed submittals and shop drawings for all materials and construction as required per the Division 1 specifications and any other specification section relating to their respective scope of work. These submittals and shop drawings shall be complete in every respect, shall illustrate fully the requirements of the Contract Documents, data required for installation, methods of coordination and installation, relationship to adjoining work, etc. Shop drawings must be originals, created by the Subcontractor specifically for this project. The Subcontractor may not make reproductions of the contract documents for use in preparing his shop drawings.
2. All Subcontractors shall provide a Submittal Log. Listing all items that will be required to perform this Subcontractor's work, within (5) workdays of contract award. This submittal log must include a listing of the materials source/manufacturer and the estimated lead time.
3. All submittals are to be submitted within two (2) weeks of contract award. This includes all product data, shop drawings, erection drawings, calculations, samples, door and hardware schedules, etc. In general, all submittals (ie. Product Data, Certifications, Shop Drawings, Embed Drawings, Calculations, Samples, etc.) shall be submitted in electronic PDF format. In the event electronic copies cannot be produced, submit a minimum of five (5) hard copies of the submittals. For samples, this project requires that a minimum of five (5) samples be submitted. This will allow for one sample to be returned to the Subcontractor. If more than one submittal is required to be returned to the Subcontractor, additional submittals need to be submitted to Whiting-Turner with a clarification as to the number of return submittals required.
4. Submittals noted as "Revise and Resubmit, Rejected, etc." will not be acceptable reasons for delaying the project schedule and shall be expeditiously revised and resubmitted.
5. Where required by the project specifications, Subcontractors are to submit shop drawings, erection drawings, embed drawings, etc. signed, sealed & stamped by a Professional Engineer licensed in the State of NY.
6. Product Options: It is this Subcontractor's responsibility to provide product selections, which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by others;
 - a. Verify that the proposed characteristics of products are compatible with specified systems; notify Whiting-Turner of all discrepancies.
 - b. Where visual matching to an "Approved" established physical sample is required, the Architect, Whiting-Turner and Owner's decision shall be final.
7. Subcontractors are to provide all project closeout documentation at the time of project substantial completion. No final application for payment will be accepted until all documentation is submitted.
8. Substitutions are not allowed without authorization. Should a subcontractor feel that a substitution of any product would provide gains to the project it shall be presented to Whiting-Turner in the form of a 'submittal alternate' and combined with the basis of design product. This approach is strictly required to limit submittal review, turn around and lengthy review processes. Substitutions shall not increase cost, decrease quality or take longer to procure.
9. Where products are specified using more than one method, such as description with manufacturer list, use a product meeting the requirements of both specification methods. Where an approved manufacturer does not meet the specifications and performance requirements, provide only equipment and/or materials meeting the specifications and furnished by an approved manufacturer meeting the performance requirements. Subcontractor to then notify the Contractor when any of these issues are discovered.
10. Mockups, as required in the specifications, are to be executing as timely as possible after the subcontract has been awarded. Mockups noted in the specifications are solely first in place if noted as such. This subcontractor must assume that mock ups are performed as a stand alone installation at a designated area on the project site, and that removal of their respective installations is the responsibility of the installing subcontractor at the end of the project or when a sufficient quantity of in-place installations of the same finish have been approved by the Architect & Owner so as to be the basis of quality, workmanship and finish.
11. Subcontractors shall assume that all installations, finishes or not, shall undergo a "first in place" review with Whiting-Turner and the design team. This will be part of the Project's Quality Management Program, reference QMP exhibit.

12. As noted in the Project Schedule the design team is allotted ten (10) days to review and respond to submittals, RFIs, etc. which shall be the basis for approvals and acknowledged by subcontractors as the given allotment of time. Expedited Approval/Response requests will not be entertained if the subcontractor has not submitted the package for approval within the time frames in this contract and Project Schedule.

EXHIBIT C

Dear Subcontractor:

As a government contractor, The Whiting-Turner Contracting Company must comply with the provisions of Executive Order 11246, the Rehabilitation Act, or the Vietnam Era Veterans' Readjustment Assistance Act, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to employ and advance in employment, and shall not discriminate against individuals on the basis of their race, color, religion, sex, national origin, sexual orientation, gender identity, status as a qualified individual with a disability or protected veteran (meaning disabled veterans, recently separated veterans, active duty wartime or campaign badge veterans, and Armed Forces service medal veterans.)

You can support and share in our commitment when you assist us with project staffing needs. We encourage you to help identify qualified applicants for employment consideration. Whenever possible, please utilize qualified minorities, women, qualified individuals with disabilities, and protected veterans.

Although, we specifically have requested that you(r) company utilize minorities, women, qualified individuals with a disability and protected veterans, Whiting-Turner welcomes all qualified personnel regardless of any legally protected status.

You are requested to take appropriate action to assist us in complying with our policy and to comply with your own affirmative action obligations.

Sincerely,

David McGinnis

David M. McGinnis
Vice President &
Equal Employment Opportunity Officer

EXHIBIT D

CONTRACTOR / SUBCONTRACTOR EH&S MANUAL

All contractors and subcontractors on Whiting-Turner's projects bid and awarded after January 1, 2019 or earlier if provided in the Subcontract by Whiting-Turner, are expected to be in full compliance with all applicable requirements of the Whiting-Turner Contracting Company's Contractor/Subcontractor EH&S Manual ("Manual"). This Manual incorporates current Whiting-Turner requirements along with new practices that have become available and generally accepted in the industry. To obtain a copy of the Manual please contact the Whiting-Turner Project Manager on your project.

The information contained in this Manual is not intended to serve as a substitute for the exercise of good engineering judgment by the engineers nor as a substitute for determinations made by contractors/subcontractors of appropriate manner and methods of operations and safety aspects of work under their control. This Manual is also not intended to be all inclusive or replace a contractor's or subcontractor's corporate or site-specific safety program and is not intended to, nor shall it, supersede any more stringent federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. All contractor's and subcontractor's site-specific safety programs must meet or exceed the requirements of the Whiting-Turner EH&S program, the contract documents and all federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. In the event of any conflicts between the material contained therein and any more stringent laws, codes, rules, regulations, and/or practices, the more stringent laws, codes, rules, regulations, and/or practices shall govern.

This Manual and all information contained therein is confidential and intended for the sole use of contractors and subcontractors on Whiting-Turner projects. Contractors/subcontractors are prohibited from distributing this information to any third parties. The Whiting-Turner Contracting Company expressly disclaims warranties for the information contained in this Manual and makes no representations to third parties regarding the reliability, suitability, correctness, or completeness of such information. Whiting-Turner assumes no responsibility or liability and shall not be responsible and/or liable for damages or losses of any kind, including but not limited to direct, indirect, incidental, exemplary, special or consequential damages or losses, arising from, attributable to and/or resulting from the use of such information by third parties however caused and on any theory of liability, whether in contract, strict liability or tort.

For contractor/subcontractor convenience only, a synopsis of the Manual requirements is attached hereto. This synopsis is not intended to, nor shall it alleviate contractors'/subcontractors' obligations to comply with the requirements of the Manual as applicable to their work.

(Revised 1/2/19)

The Whiting-Turner Contracting Company Contractor/Subcontractor EH&S Manual Synopsis

DISCLAIMER: For Contractor/Subcontractor's convenience only, the following is a Synopsis of some of the more significant provisions of The Whiting-Turner Contracting Company's Contractor/Subcontractor EH&S Manual ("Manual") requirements. This Synopsis is not intended to, nor shall it alleviate Contractor/Subcontractor's obligations to comply with all of the requirements of the Manual as applicable to Contractor/Subcontractor's scope of work, whether or not they are included in the Synopsis.

The information in the Manual and this Synopsis are not intended to serve as a substitute for the exercise of good engineering judgment by the engineers nor as a substitute for determinations made by Contractor/Subcontractor of appropriate manner and methods of operations and safety aspects of work under their control. The Manual and this Synopsis are also not intended to be all inclusive or replace a contractor's or subcontractor's corporate or site-specific safety program and is not intended to, nor shall they, supersede any more stringent federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. All contractor's and subcontractor's site-specific safety programs must meet or exceed the requirements of the Whiting-Turner EH&S program, the contract documents and all federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. In the event of any conflicts between the material contained therein and any more stringent laws, codes, rules, regulations, and/or practices, the more stringent laws, codes, rules, regulations, and/or practices shall govern.

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Pre-Construction Submittals

1. Contractor/subcontractor must identify and submit the qualifications of a safety representative/competent person to Whiting-Turner as the primary, on-site contact for safety related issues.
 - The safety representative may be a supervisor and they shall have as a minimum, the OSHA 30-hour Outreach Training Program for Construction.
 - The subcontractor will provide a first aid/CPR/AED trained competent person when one or more of the subcontractor's employees are working
2. Contractor/subcontractor must submit a completed prequalification form and respond in writing to Whiting-Turner's requests for additional information/explanation.
3. A site-specific safety plan (SSSP) shall be developed for the project by each contractor/subcontractor. The plan should address hazards and mitigation strategies related to the scope of work for the project. Activity Hazard Analysis (AHA) for major phases of work, submitted with the company safety program may be accepted in lieu of SSSP – at the discretion of the Whiting-Turner project team.
4. Site-specific Safety Data Sheets (SDS) are required to be submitted prior to bringing any chemical product on site. A current chemical inventory is to be maintained with Whiting-Turner.
5. An Activity Hazard Analysis (AHA) shall be submitted ten days prior to the start of work.

6. A competent person's acknowledgement form must be completed, and their qualifications submitted for activities where OSHA requires a competent person.

Safety Management

1. All on site personnel, (contractor/subcontractors, tiered contractors/subcontractors, and their employees) are required to participate in a mandatory safety orientation session prior to commencing with any work on site. Contractor/subcontractor shall provide a translator for any non-English speaking employees during orientation and any job wide meetings/stand-downs. Employees may be asked to attend orientation again for repeat violations or deficiencies.
2. Each contractor/subcontractor is required to designate a site safety representative (SSR). SSR shall be on site at all times and shall have the knowledge and authority of the competent person. SSR shall be able to conduct site walks with Whiting-Turner personnel to ensure the safety of contractor's/subcontractor's workers on the project. Manpower totals below include all tiered contractor/subcontractor employees. Proof of training must be submitted prior to mobilization or at orientation. The qualifications for the SSR are as follows:
 - Minimum requirement proof of OSHA 30 hour submitted
 - Contractors/subcontractors with (30) or more workers on site will be evaluated by the Whiting-Turner's management team along with Whiting-Turner's EH&S Manager regarding the contractor's/subcontractor's site-specific safety performance. If the contractor's/subcontractor's past or current site safety performance indicates improved safe work practices and conditions are needed to help ensure the safety of the contractor/subcontractor crews and others, Whiting-Turner at its discretion, may require the contractor/subcontractor to provide a fulltime Site Safety Representative to be present onsite with no other collateral duties.
3. The contractor's/subcontractor's supervisor(s) and safety representative must make frequent and regular inspections of their work areas and activities.
 - Hazards identified that are under their control must be corrected immediately and all other identified hazards must be reported to the Whiting-Turner superintendent.
 - One documented inspection shall be conducted each week.
4. The contractor's/subcontractor's on-site supervisor and the contractor's/subcontractor's designated on-site safety representative must schedule and attend a pre-construction safety meeting with the Whiting-Turner Superintendent to discuss the contractor/subcontractor safety requirements.
 - The pre-construction safety meeting should take place at least five (5) working days before startup to allow for review of required documentation.
5. The subcontractor shall provide a translator whenever there are non-English speaking tradespersons on site.
6. Contractor/subcontractors, who in turn contract out parts of their work, have sole responsibility to see that their lower tier contractors comply with project safety requirements. Additionally, Whiting-Turner's Project Manager and/or Whiting-Turner's Superintendent shall be notified that the lower tier contractors are arriving at least five (5) days before work starts. The Contractor/subcontractors will be held directly accountable for all lower tier contractors. Contractors/subcontractors must provide a competent person onsite fulltime to oversee and direct lower tier contractors' while actively performing work.
7. The subcontractor's superintendent(s) and/or designated safety representative must attend the weekly coordination meeting where safety issues will be addressed.
8. Emergencies shall be handled through the Whiting-Turner Field Office according to the posted Emergency Action Plan.

9. All work-related injuries, regardless of severity, must be reported to Whiting-Turner immediately. An accident/incident investigation report must be completed by the appropriate subcontractor supervisor and submitted to Whiting-Turner within 24 hours of the incident. Further, all work-related injuries will be recorded on an injury log. A completed injury log will be submitted to Whiting-Turner by the 5th of the month for the previous month.
10. Incidents involving the public, regardless of severity, must be reported to Whiting-Turner immediately. An accident/incident investigation report must be completed by the appropriate subcontractor supervisor and submitted to Whiting-Turner within 24 hours of the incident.
11. Only communication radios are permitted on Whiting-Turner projects.

General Safe Work Practices and Guidelines

The following are prohibited on Whiting-Turner Projects

1. The use of the following administrative controls as a means of fall protection
 - Controlled Access Zone as a means of fall protection
 - Controlled Decking Zone as a means of fall protection
 - Safety Monitor System as a means of fall protection
2. The use of load handling equipment to hoist personnel—please see the Manual for exceptions and provisions
3. Working from the midrail or top rail of any lift
4. The use of cell phones for signaling of cranes and equipment
5. The use of open hooks during lifting operations/picks.
6. Fish tapes or lines made of metal or any other conductive material when potential for contact with energized circuits exists
7. The use of particle board, medium density fiber board (MDF) or similar material as floor hole covers
8. The use of open turnbuckles as part of the perimeter cable system
9. Other construction processes below steel erection are prohibited unless overhead protection for the employees below is provided
10. Harassment of any kind, to any person
11. Smoking or use of vaporized equipment (except in designated areas)
12. Radios, media players, headphones, or other listening devices
13. Guns or weapons of any kind
14. Use or possession of alcohol or drugs of any kind (except for prescription drugs)
15. Riding on equipment that is not equipped with proper seating and seat belt
16. Open fires, fire barrels, or hot boxes
17. The use of metal ladders

Carbon Monoxide Exposure Prevention

1. In enclosed or poorly ventilated spaces tools and equipment shall be powered by electricity, batteries, or compressed air.
2. All fuel driven equipment being used indoors or in partially enclosed spaces must have scrubbers where carbon monoxide exposure exists.
3. When using gasoline powered generators and compressors, place them outside away from air intakes to ensure that the exhaust is not being drawn back indoors.

Concrete and Masonry

1. Each contractor/subcontractor, with employees exposed to a fall 6' or greater to a lower level must ensure that effective fall protection measures and rescue procedures are addressed in their company Activity Hazard Analysis prior to beginning work on site. This is to include the name and qualifications of the designated competent person.

Confined Space Entry

1. It is Whiting-Turner's position that all confined spaces are permit required until proven otherwise [in writing] by the contractor/subcontractor's competent person.
2. All confined spaces, regardless of classification, shall have continuous multi-gas/4-gas air monitoring while the space is occupied by tradespersons.

Cranes and Derricks

1. Personnel hoisting requirements - The use of load handling equipment to hoist personnel is prohibited unless the employer can demonstrate that other methods would be more hazardous and is able to comply with the personnel hoisting requirements that are established in the standard.
2. Hoisting personnel on Whiting-Turner projects shall be considered a critical lift or activity, and therefore shall meet all requirements of a critical lift before the lift may begin.
3. A crane checklist must be completed prior to each initial lift.
4. Post Assembly – a post assembly inspection is required for all Crawlers and Tower Cranes by a person properly trained and qualified to inspect such equipment.
5. Boom-tip anemometer or equivalent device is required.
6. All loads to be lifted at Whiting-Turner project sites shall have a tag line attached.
 - The competent person shall determine the size, rope materials, and length of the tag line.
 - The line shall be attached in a way that maintains control of the load to reduce the risk of caught-in/-between and struck-by hazards to employees and surroundings during any lift.

Critical Lifts

1. The Whiting-Turner Contracting Company identifies a critical or special lift as
 - any lift where the total weight of the load and the deductions for the equipment combined exceeds 75% of the capacity of the crane capacity chart at the specific boom length and radius of the load,
 - any lift where there will be more than one (1) crane or piece of load handling equipment attached to the load at a time;
 - any lift that involves the lifting of personnel;
 - any lift where the contents of the lift are considered hazardous to health or environment, and an accidental release could result harm to either;
 - any lift where encroachments precautions are required for power lines.

Demolition

1. Contractor/subcontractor shall verify that all local ordinances and permitting issues have been addressed as they relate to demolition.
2. Generic safety data sheets for demolished material must be provided by the creating contractor.
3. Task lighting—which meets or exceeds the requirements of the standard—shall be provided by the demolition contractor/subcontractor.

Electrical Hazards Prevention

1. Whiting-Turner requires that all projects are 100% GFCI compliant. An Assured Equipment Grounding Conductor Program may be used in addition to—but not in lieu of—the GFCI program.
2. The installing contractor, i.e. the electrical contractor/subcontractor, shall test each power receptacle for proper installation including polarity, grounding, etc. and forward that documentation to Whiting-Turner before the circuit is used.
3. The electrical contractor/subcontractor will conduct and document monthly tests after the initial installation.
4. Only round, heavy-duty (type S, SJO, SJTW, ST, SO, STD) extension cords are acceptable for use on a construction site; at least 12 gauge or larger.
5. Damaged cords may only be repaired by a qualified electrician in accordance with manufacturer's requirements for such repairs.
6. Where feasible, all extension cords will be suspended (8") above the floor or working surface.
7. Extension cords shall not be fastened with staples, hung from nails, or suspended with non-insulated wire.
8. All temporary lighting circuits must originate from GFCI protected breakers.
9. Temporary wiring must be rated for all conditions it may be subjected to and be installed as per NEC, OSHA, NFPA and Authorities Having Jurisdiction requirements

Energy Control

1. Lockout/tagout (LOTO) shall not be considered for use until all other avenues of attaining a “zero-energy state” have been exhausted.
2. All contractor/subcontractors working with electrical systems are required to have a written Lockout/tagout procedure. A competent person shall be responsible to control all aspects of the LOTO procedure. They will ensure coordination with the appropriate tradesmen.
3. If a system can be locked out through design or by other means, this will be the preferred method.
4. The lockout device shall be substantial enough to prevent removal.
5. The lock shall be a separately keyed lock for use only with the lockout system.
6. The lockout device must be tagged with the name of the employee and their company. There shall be one lock for each employee (including Whiting-Turner) exposed to the system.
7. The use of 100% LOTO must be maintained until the completion of the task. Verification by all competent persons in charge of the LOTO shall be completed prior to re-energizing the system.
8. In the event an employee is discovered tampering with or violating the LOTO procedure, the employee will be removed from the project indefinitely.
9. A log shall be maintained on site that identifies the following:
 - Date of usage
 - Number of locks and tags used
 - Contractors involved
 - Time of LOTO initiation
 - Time of LOTO removal
 - Designated competent persons
 - Location of LOTO Devices
10. Electrical or piping & instrumentation drawings or identifying specific locations of the LOTO devices shall accompany the LOTO log.

Excavations

1. Prior to the commencement of excavation activities where the excavation will be greater than 3 feet in depth, a pre-excavation checklist must be completed by the contractor/subcontractor’s competent person and submitted to Whiting-Turner upon request.
2. Underground utility installations must be identified and marked prior to beginning any excavation. To prevent unintentional contact, all necessary measures must be employed to locate underground utilities prior to excavating. Acceptable methods include but are not limited to the following: test pitting, ground penetrating radar (GPR), use of as-built drawings and any other obtainable information.
3. A competent person must be identified on Whiting-Turner’s competent person designation form and their qualifications submitted to Whiting-Turner prior to the start of work.
4. All excavations shall be protected by snow fence, at a minimum.
5. Persons walking or working adjacent to a trench with vertical/shear walls that is equal to or greater than six (6) feet in depth must be protected from fall hazards unless it has been determined by the competent person that it is infeasible or creates a greater hazard.
6. Persons crossing an excavation that is equal to or greater than six (6) feet in depth must be protected from fall hazards by means of a guardrail system.

Fall Protection and Prevention

1. Prior to creating a hole or opening in any elevated work surfaces, contractors/subcontractors must submit an elevated surface modification permit.
2. Particle board, medium density fiber board (MDF) or similar material is prohibited from being used as floor hole covers on Whiting-Turner projects. All holes must remain properly covered, secured, and labeled / signed.
3. Each contractor/subcontractor, with employees exposed to a fall 6’ or greater to a lower level must ensure that effective fall protection measures and rescue procedures are addressed in their company Activity Hazard Analysis prior to beginning work on site. This is to include the name and qualifications of the designated competent person.
4. A Personal Fall Arrest System (PFAS) [comprised of a full body harness, double lanyards, anchorage point and anchorage connector], a personal fall restraint system (PFRS) [comprised of a full body harness, lanyard, anchorage point and anchorage connector], a guardrail, or

- safety net system must be in place to protect all trade persons from exposure to falls working at or above 6 feet.
5. Employees working on ladders must be at least one and a half times the height of the ladder away from any perimeter, shaft, stairway, and opening where the fall distance exceeds 6'. If that distance isn't feasible, a conventional fall protection method must be employed.
 6. Stilts are only permitted in broom swept areas, where there is no change in elevation.
 7. Every hatchway and chute floor opening shall be guarded by a hinged floor-opening cover. The opening shall be barricaded with railings to leave only one exposed side. The exposed side shall be provided either with a swinging gate or so offset that a person cannot walk into the opening.
 8. An extension platform outside a wall opening onto which materials can be hoisted for handling shall have a standard railing that meets handrail standards. However, one side of an extension platform may have removable railings to facilitate handling materials; in this instance a personal fall restraint or arrest system shall be utilized to protect the exposed worker.
 9. Perimeter cable shall not be less than 3/8" steel cable.
 10. Corner uprights must be braced so that the required tension may be maintained.
 11. The cable must be terminated with three U-bolt wire rope clips that maintain an efficiency rating of at least 80% of the wire rope's breaking strength as proven through product documentation (e.g. Crosby clips).
 12. Perimeter cable shall not be used as part of a personal fall arrest or fall restraint system unless designed to be used in that manner by a registered engineer.
 13. The use of open turnbuckles as part of the perimeter cable system is prohibited.
 14. All guardrail systems [with the exception of scaffold systems or where it can be proven to create a greater hazard] must be equipped with orange perimeter screening or mesh to prevent the ability to breach the system by climbing through rails. The installation of the screening must be compliant with Whiting-Turner's orange perimeter screening guidelines.
 15. A fall restraint system must be employed when working from articulating boom lifts.
 16. A PFAS is not required when climbing up or down a ladder. Fall protection shall be considered by the competent person if employees work from a ladder 6' or more above a lower level and are exposed to a fall.
 17. Steel erectors and metal decking installers must utilize 100% fall protection devices at all times when working over 6'.
 18. Horizontal lifelines must be designed by an engineer and installed under the supervision of a qualified person. A safety factor of two must be maintained.
 19. Adequate fall protection devices must be provided, installed, and used at all loading platforms by the contractor/subcontractor wishing to remove existing perimeter protection prior to its removal.
 20. All anchorage points utilized in a personal fall arrest system must be capable of supporting a load of no less than 5000 lbs.
 21. Retraining documentation—to include instructor's name and qualifications, training literature and sign-in sheet—must be submitted to Whiting-Turner on company letterhead.

Fire Prevention and Protection

1. A 20 lb. ABC dry chemical fire extinguisher or equivalent must be provided for each 3,000 square feet of protected building area. An extinguisher shall be placed at every stairwell on each level.
2. Residential-like wood framing construction shall have a 20 lb. ABC dry chemical fire extinguisher or equivalent for each 1,500 square feet of protected building area.
3. Storage of flammable/combustible liquids on or inside of buildings under construction shall be no more than one-day supply.
4. Provide a 20-pound ABC dry chemical type extinguisher between 25'-75' from areas where flammable liquids are being handled.

Housekeeping

1. Clean-as-you-go practices are required.
2. Sort and organize material, sweep daily, and standardize activities to aid in the elimination of storage of excess/unused material in active work areas

3. Work that may temporarily block emergency exits, safety showers, elevators, corridors, and hallways will require prior Whiting-Turner approval.
4. Materials stored in the vicinity of the area where work is performed should be limited to only those materials that will be used in the same shift.
5. Any material stored in a work area longer than 24 hours must be approved by Whiting-Turner.
6. Gang boxes, toolboxes, and sea containers/conex boxes shall not have materials stored on top of them.
7. All chemicals brought on site must be approved by Whiting-Turner.
8. The user of the chemical must provide Whiting-Turner an SDS prior to bringing the substance on site.
9. Chemical/gas cylinders (welding, purging, leak detection cylinders, etc.) must be secured.
10. All dedicated chemical storage areas must have safety data sheets (SDS) available at the storage location.

Mobile Elevated Work Platform

1. Employees must keep both feet on the floor of the basket; use of guardrails to gain additional height is prohibited on Whiting-Turner project sites.
2. Where aerial and scissor lifts are used on concrete slabs, any floor depressions or grade changes are required to be barricaded to restrict travel onto that area.
3. The area(s) below the basket or platform of aerial lifts shall be cordoned off using reinforced danger tape—or something of equivalent or greater tensile strength—and by using signage to identify the overhead hazard when a potential for falling objects exists
4. Field modifications are not allowed on aerial lifts. Aerial lifts shall not be used to hoist, raise, or position material outside of the platform or basket unless manufactured to do so.

Personal Protective Equipment

1. Prescription eyeglasses and sunglasses that do not comply with ANSI Z87.1 are prohibited.
2. Aluminum hardhats, and bump caps are not permitted on Whiting-Turner projects.
3. For security and identification purposes, all hardhats shall display the contractor/subcontractor name and/or decal identifying the employer as well as the employee's name.
4. Employees exposed to electrical voltages of 600 V or greater shall wear hardhats that meet the requirements of ANSI Z89.2 type Hardhats
5. Hand protection is required when employee's hands are exposed to hazards such as those from skin absorption of harmful substances, cuts or lacerations, abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.
6. High visibility vests/gear are required by each person on site.
7. Long pants and shirts with at least a 4" sleeve is required. Shorts, cut offs, tank tops, and net shirts are not permitted.

Scaffolds

1. Contractor/subcontractor whose employees will need to access a scaffold system for work shall have a competent person present to inspect and sign off on the scaffold prior to the start of work each day.
2. Employees erecting or dismantling a scaffold are required to utilize appropriate fall protection at heights six (6) feet or above unless proven to be infeasible or more hazardous as determined by their company's competent person.
3. All scaffolds, including carpenters' bracket scaffolds, over six (6) feet in height shall have guardrails on all open sides. If guardrails cannot be used on a walking/working platform, contractor/subcontractors are required to use another means to protect employees from a fall.
4. Cross-braces are not considered to be an adequate guardrail (fall protection) system and shall not be used as a top or mid rail on Whiting-Turner projects.
5. Contractors shall utilize a scaffold tag system. The scaffold tag system shall be color coded and visible. The competent person shall inspect the scaffolding system before each work shift. The competent person shall sign and date the scaffold tag.
 - Green tags are reserved for complete systems
 - Red tags are reserved for erection/dismantling activities and for scaffolds with deficiencies in the system
 - Yellow tags are reserved for systems that require the use of both PFAS and guardrail systems for incomplete scaffold systems or platforms.

Signs, Signals and Barricades

1. All caution and danger tape used on Whiting-Turner project sites shall be of the reinforced type and shall be supplemented with a tag/label affixed with the responsible party's name, company, contact number, and potential hazard.
2. All flagmen 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.
3. All flagmen shall utilize sign paddles and shall be outfitted with 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.

Stairways and Ladders

1. All aluminum and commercially manufactured wooden ladders shall not be used on Whiting-Turner projects.
2. Fall protection shall be considered by the competent person if employees work from a ladder 6' or more above a lower level and are exposed to a fall.
3. Employees working on ladders must be at least one and a half times the height of the ladder away from any perimeter, shaft, stairway, and opening where the fall distance exceeds 6' without employing additional means of fall protection.
4. Subcontractors shall provide ladders with duty ratings that meet the needs of their employees. Workers are required to select ladders that are capable of safely supporting their weight and the weight of their tools.

Steel Erection

1. Fall protection provided by the steel erector shall remain in the area where steel erection activity has been completed to be used by other trades; if / when Whiting-Turner accepts and takes custody of the system.
2. All tradespersons, including connectors, engaged in steel erection activities on a walking/working surface with an unprotected side or edge more than six (6) feet above a lower level shall be protected from fall hazards by a conventional fall protection method.
3. Roof penetrations are to be made only when equipment is ready to be installed.
4. Safety latches on hooks shall not be disengaged or made inoperable.

Welding and Cutting

1. A Hot Work Permit must be completed daily by each contractor/subcontractor performing all welding, burning/cutting operations.
2. Contractor/subcontractors are responsible for providing a fire watch and a charged, 20lb ABC dry chemical fire extinguisher for each welding and burning activity.
3. A fire watch is always required to remain in place during the hot work activity and for a minimum of one half (1/2) hour after the welding or burning operation has been completed.
4. Additional permits may be required by the local Fire Department and will be at the contractor/subcontractor's expense.
5. All shields shall be compatible with a hardhat.
6. All cylinders shall be considered in storage at the end of each shift; cylinders must have gauges removed and caps in place.

EXHIBIT E
PROJECT-SPECIFIC QUALITY MANAGEMENT PLAN

(1/2/19)

EXHIBIT F
SUBCONTRACTOR PLAN FOR COVID-19

This subcontract was executed during the worldwide pandemic of the coronavirus (COVID-19), as declared by the World Health Organization (WHO) in March 2020. In response to the COVID-19 pandemic and in accordance with the guidance of public health authorities, Subcontractor is required to reasonably cooperate with and, to the extent applicable, comply with all applicable Jobsite COVID Protocols for the Project. Subcontractor is further required to provide Whiting-Turner with Subcontractor's infectious disease preparedness and response plan for the Project, which, at a minimum, ensures that Subcontractor will follow all applicable WHO, CDC, OSHA, and local, state and federal orders and regulations and project-specific requirements as it pertains to the performance of their scope of work in light of COVID-19. Specifically, Subcontractor's infectious disease preparedness and response plan must specifically identify how Subcontractor will satisfy applicable requirements in the following areas:

- Responsibilities of managers, supervisors and employees
- Basic infection prevention measures for all workers regardless of exposure risk including but not limited to:
 - Hygiene protocols including but not limited to hand washing, etc.
 - Stay-home-when-sick protocols
 - Respiratory etiquette
 - Avoiding close contact with people who are sick
 - Social/physical distancing strategies
- Training and project orientation procedures including but not limited to:
 - Understanding symptoms of COVID-19
- Jobsite exposure situations and stay-at-home and do-not-come-to-work protocols including but not limited to:
 - Employee experiencing COVID-19 symptoms
 - Employee tests positive for COVID-19
 - Employee has close contact with an individual who has tested positive for COVID-19
 - Employee return-to-work procedures
 - Confidentiality
- Project staffing strategy to both adequately staff the project and limit exposure (e.g., dividing crews, etc.)
- Jobsite protective measures including but not limited to:
 - General safety policies and rules
 - Office and jobsite sanitation
 - Meeting protocols
 - Personnel and work area sanitation protocols
 - Equipment and tool usage protocols
 - Common drink source/watercooler protocols
 - Jobsite visitors
 - Delivery procedures
 - PPE program including but not limited to mask, glove, respirator and eye protection use
 - Lift and hoist use
 - Stair, common corridor and tight workspace, etc. use
 - Breaktime and lunch policies
 - Work practice controls including but not limited to housekeeping and dust control, etc.
 - Personnel wellness check procedures including but not limited to:
 - Self-reporting
 - Temperature checks, if applicable
 - Employee questionnaires and wellness checklists
 - Travel inquiries
 - Contact tracing
 - To mitigate the spread and exposure of COVID-19, Subcontractor will follow CDC recommendations, project-specific requirements, and all other applicable federal, state and local orders, including restrictions and self-quarantining requirements and will determine, to the best of their ability, that each employee is cleared to work that day including but not limited to:

- Employee is not experiencing any symptoms of COVID-19 including without limitation fever, shortness of breath or loss of taste or smell
 - Employee has not traveled internationally or in a high-risk area domestically over the past 14 days outside of the employee's typical commute
 - Employee has not had prolonged, unprotected, close contact (without proper PPE) with anyone who has been diagnosed with COVID-19 and who has not fully recovered from COVID-19
 - Employee has not had direct contact with infectious secretions (been coughed/sneezed upon) with anyone who has been diagnosed with COVID-19 and who has not fully recovered from COVID-19
- Jobsite social/physical distancing including but not limited to strategies for integrating social/physical distancing into activity hazard analysis:
 - Engineered controls
 - Administrative controls – work process changes
 - PPE
- Jobsite cleaning and disinfecting protocols including but not limited to:
 - Jobsite trailers and break areas
 - Trash collection
 - Sanitary facilities, if applicable
 - Vehicles, tools and equipment
 - Sanitizing equipment and supplies program
 - Material Safety Data Sheets
- Travel restrictions (e.g., public transportation, etc.)
- Procedures and protocols for unique project conditions including but not limited to occupied buildings, facilities with high-risk residents (e.g., healthcare, senior living), public interface, etc.
- Job suspension procedures
- Project start-up/return to shuttered project procedures
- Supply chain monitoring/continuity plan
- Record keeping program including but not limited to internal, external and OSHA

The guidelines set forth herein are based on current public health guidance (as of April 3, 2020). Any requirements which are contingent on the pandemic declaration including without limitation those pertaining to medical inquiries and examinations, shall be deemed to lapse when the WHO declares an end to the COVID-19 pandemic, or such other time as may be required by applicable law.