UNIVERSITY OF KENTUCKY – Research Building #2 UK Project No. 2538.0

REQUIREMENTS COMMON TO ALL WORK CATEGORIES

PART 1 - GENERAL

SECTION A – GENERAL SCOPE OF WORK

- 1. The following general scope of work is applicable to all Subcontractors and therefore does not address the specifics as to this Subcontractors exact scope of work. Reference Section B for the Specific Scope of Work.
- 2. Unless noted otherwise within this Contract, this Subcontractor shall be bound to the Construction Manager to the same extent that the Construction Manager is bound to the Owner with respect to the General Conditions and Special Conditions of the Specifications and/or Agreement between the Construction Manager and Owner.
- 3. <u>Contract Documents</u> This Subcontractor shall fully maintain (for easy access by field personnel) all Contract Documents and other related Documents effecting this Subcontractors work including:
 - 3.1. Contract Drawings
 - 3.2. Contract Specifications
 - 3.3. Addenda
 - 3.4. Alternates
 - 3.5. Clarification Sketches (issued by Owner, Architect or Subcontractor)
 - 3.6. Shop Drawings (including those from related work by others)
 - 3.7. Changes (including directives, change orders, etc.)
 - 3.8. Project Schedule

A complete up to date set of these Contract Documents noting all of the above changes shall be maintained in good condition in the Subcontractor's field office with a duplicate copy in the Subcontractor's home office. In addition, As-Built drawings shall be maintained in accordance with the Specifications and shall be submitted to the Construction Manager at Substantial Completion of the Subcontractor's work. As-Built Drawings shall be updated at the end of each workday. Both, the As-Built Drawings and the set of Contract Documents shall be made readily available to the Construction Manager and the Owner for their inspection at all times. As-built drawings shall be reviewed by the Construction Manager each month prior to approval of Subcontractors pay application. Final as-builts will be digitally drawn and turned over in .pdf format, hand drawn as-builts will not be accepted.

- 4. Site Safety All work must be safely executed in strict compliance the Construction Manager's Safety Program, inclusive of all AHA's & PTP's, as well as all OSHA (and other governing agencies) rules and regulations including but not limited to the Whiting-Turner Site Specific Safety Program. All Subcontractor site workers, foremen and superintendents must attend weekly scheduled safety meetings held by the Construction Manager during the performance of his work. This Subcontractor shall enforce their own safety program (as approved by the Construction Manager) which includes regularly scheduled safety inspections. Copies of the program and the inspections shall be made available to the Construction Manager upon his request. The Construction Manager shall conduct his own safety inspections of this Subcontractor's work from time to time. Should the Construction Manager observe any condition that is in violation of any of the above safety regulations, the Subcontractor shall be issued a Safety Violation (1 copy to field, 1 copy to office). The Construction Manager shall reserve the right to remove repeat offenders permanently from the project site. All incidents and/or accidents shall be reported to the Construction Manager immediately. A copy of incident and/or accident reports must be submitted to the Construction Manager within 24 hrs.
- 5. OSHA Safety Training At a minimum all subcontractor personnel working on this project must be certified as having successfully completed the OSHA 10 General Outreach class or OSHA 10 hour Construction Industry Outreach class. The OSHA 30 hour can be substituted for the 10 hour class. All foremen and or competent persons must be certified as having successfully completed the OSHA 30 Hour Outreach Training Course and

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be certified in First Aid and CPR. All OSHA training must be current (within the past 3 years). Documentation must be submitted fourteen (14) days prior to starting work.

- 6. <u>SDS</u> Subcontractor shall submit, to the Construction Manager, copies of all SDS information for applicable materials being utilized by the Subcontractor. This information shall be available at all times to anyone requesting it.
- 7. Right to Know Law In the performance of this contract, the subcontractor agrees to observe all applicable standards prescribed by or pursuant to the ACCESS TO INFORMATION ABOUT HAZARDOUS AND TOXIC SUBSTANCE ACT (the employee Right to Know Law). The subcontractor agrees to indemnify Whiting-Turner and save it harmless from all damages arising from, and all expenses reasonably incurred because of the subcontractor's violation of, or failure to comply with such standards. A copy of the subcontractor's written hazardous communication program must be submitted at least ten (10) working days prior to starting work
- 8. <u>Submittals</u> This Subcontractor has included all submittals as called for in the Contract Documents and Specifications that pertain to his work. Inclusive of all mock ups, shop drawings, engineering, Professional Engineering stamps, calculations, samples, draw downs, product data, Operation & Maintenance Manuals, special & extended warranties, training, attic stock, etc. This Subcontractor agrees to begin the submittal process immediately after award of the contract as time is of the essence. Submittals will be turned over to the Construction Manager no later than 3 weeks after award of Subcontract. This Subcontractor will provide Professional liability insurance for any design/engineering work that is required for this scope of work per the Contract Documents.
- 9. <u>Sanitary Facilities</u> Temporary sanitary facilities will be provided for use by all on-site personnel throughout the duration of the project. Subcontractors are not to use sanitary facilities within new or existing facilities.
- 10. <u>Personnel Reassignment</u> This Subcontractor's lead Foreman, Superintendent or Project Manager may not be replaced during the course of his work unless approved in writing by the Construction Manager.
- 11. <u>Preconstruction Meeting</u> Each subcontractor will be required to participate in a pre-construction meeting at least 3 weeks prior to the schedule start of their work. Each subcontractor's superintendent, foreman/foremen, project manager, and subcontractors must be present at this meeting.
- 12. <u>Progress Meetings</u> Attendance at the Construction Manager's Progress Meetings **is mandatory** to assure proper coordination of this Subcontractor's work with other trades. Furthermore, this Subcontractor shall attend other meetings as requested by the Construction Manager or the Owner from time to time such as the Owner's Progress Meetings, Site Safety Orientations, or special coordination meetings. Failure to attend these meetings without the prior notification of the Construction Manager could result in a deductive \$100 penalty for each missed meeting.
- 13. <u>Coordination</u> The Subcontractor shall coordinate his work with the Construction Manager and all subcontractors as this scope of work pertains to other trades and divisions of work. This Subcontractor shall complete all areas of their scope of work and have this portion of work signed off by the Construction Manager before being turned over to other Subcontractors.
- 14. <u>Hoisting</u> This Subcontractor shall provide his own means of hoisting as necessary to properly deliver, unload, load, place, and erect his work unless otherwise noted in Section B. Access around the construction site is very limited; therefore, all deliveries must be coordinated with the Construction Manager in advance.
- 15. <u>Traffic Control</u> This Subcontractor is responsible for traffic control required by this scope of work including, but not limited to, barricades, pedestrian protection and flagmen as required by the Construction Manager and or as necessitated by local vehicular and pedestrian traffic patterns.

- 16. <u>Deliveries</u> This Subcontractor shall be responsible for the receiving, unloading, and coordination of all deliveries with the Construction Manager. Including flagmen as required in order to maintain traffic flow. This Subcontractor will take all measures to ensure that all delivery and personal vehicles leave the job site in a manner that does not track dirt and debris into the roadways. Deliveries are to be coordinated with the Construction Manager at least 1 week prior to the delivery date and are to be added to the Superintendent's delivery schedule. This Subcontractor is responsible for all cleanup of dirt and debris it tracks into the roadways and will do so immediately. Deliveries which may significantly impact the project or the Owner, shall take place off-hours.
- 17. <u>Layout & Engineering</u> The Construction Manager shall provide specific surveyed benchmarks and building control lines. This Subcontractor shall provide all additional surveying, engineering, field dimensions, and layout as necessary to complete his work. The layout of his work shall be coordinated with the work of other trades. All work shall be laid out far enough in advance that any discrepancies or conflicts can be resolved without delaying the overall work. Any such discrepancies shall be reported to the Construction Manager in writing (requesting written clarification) prior to proceeding.
- 18. <u>Utility Locations</u> Prior to beginning any digging onsite this Subcontractor shall locate all existing underground utilities by careful hand excavation. If potholing of utilities is required, it will be the responsibility of this Subcontractor. If utilities are to remain in place, provide protection from damage during construction operations. Should uncharted or incorrectly charted piping or other utilities be encountered, consult the Construction Manager immediately for further instructions. The Subcontractor is to repair damaged utilities to satisfaction of utility owner. The Subcontractor shall remove underground utilities that are abandoned or in conflict as indicted or required per the Contract Documents.
- 19. <u>Subsurface Conditions</u> This package includes both: a site survey and utility impact plans. The data is not intended as a representation or warranty of the continuity of such conditions. The Subcontractor may examine the site and make his own subsurface explorations at no additional cost to the Construction Manager or Owner. Notify Construction Manager and Owner prior to making any subsurface explorations.
- 20. <u>Staging of Materials</u> The Subcontractor is aware that staging areas may be limited, and therefore, the Subcontractor will not be able to store all necessary materials on-site prior to erection or installation. Such materials and/or equipment may need to be properly stored off-site until needed on-site. The Construction Manager may allocate space within the building for the Subcontractor's use to store material. In such event, the Subcontractor shall be responsible to construct any lock-ups, if needed, to properly secure this material. The Construction Manager shall not be liable for any cost to relocate materials stored in the building as may be necessary.
- 21. <u>Temporary Trailers</u> The Subcontractor shall provide any trailers needed. No construction/storage trailers are to be installed without approval by Whiting-Turner and the Owner and must be requested in writing. This subcontractor shall be responsible for all costs associated with the installation of power, telephone, and data connections to their trailers.
- 22. <u>Access</u> This subcontractor must provide at all times, safe access to all buildings. Under no conditions shall equipment/material deliveries, stored materials, or open trenching affect progress of work performed by others, or obstruct building access/egress.

- 23. <u>Parking</u> There will be no parking on the job site and all vehicles must be coordinated in advance with the Construction Manager. Parking shall be the sole responsibility of the subcontractor. Parking shall be offsite.
- 24. Clean-Up This Subcontractor agrees to participate in a composite project cleanup crew supervised by the Construction Manager. This Subcontractor will provide a minimum of one capable individual, as determined by the Construction Manager, to participate full time or, as required by the Construction Manager, for every ten (10) employees on the project site. (A minimum of one laborer will be required for any workforce less than ten). When this Subcontractor's on-site workforce reaches eleven (11) employees, a second individual will be added to the composite cleanup crew and so on for each subsequent multiple often (10) additional employees. This 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. This Subcontractor shall also supply all necessary clean up materials for these employees (including garbage buggies, brooms, mops, bags, etc.). It is expressly agreed and understood that this requirement is not intended to replace this Subcontractor's daily cleanup program but serves as a supplement to the project workforce to ensure a clean job site. Failure to participate in the composite cleanup crew will indicate Subcontractor's acceptance of the cost of \$300 per man per day in order for the Construction Manager to provide labor to ensure this Subcontractor's participation in the cleanup crew. This Subcontractor is responsible for providing control and containment for any activities creating dust, fumes, strong odors, smoke, or exhaust caused by this scope of work.
- 25. <u>Job-site Hours</u> All work must be scheduled during the normal working hours (Monday through Friday) as established by the Construction Manager. Any overtime or weekend work required by the Subcontractor must be scheduled and approved by the Construction Manager at least 48 hours in advance. Normal work hours will start at 7:00 AM till 3:30 PM unless approved otherwise by the Project Superintendent. This Subcontractor will abide by any and all work restraints due to noise, dust generation, or the like as dictated by the Owner or local ordinances. As a result, portions of this Subcontractors work may be required to be performed off hours or with significantly more rigid controls regarding noise, cleanliness, or housekeeping. This Subcontractor will work with the Construction Manager to coordinate any of these potential issues. Under no circumstances shall work be performed without Whiting-Turner personnel being notified and present on-site. In addition no work shall be performed by any subcontractor on-site without their competent person/supervisor being on-site.
- 26. Erosion Control The Construction Manager will have site erosion control measures installed and maintained. This subcontractor is responsible for installation and maintenance of additional erosion and dust control measures as it pertains to his work, in accordance with the Specifications and/or State SWPPP requirements, as deemed necessary by the Construction Manager. This subcontractor is responsible for removal and reinstallation of erosion control measures in order to accomplish his work. This subcontractor is responsible for all cost associated with damage of erosion control measures.
- 27. <u>Dust Control/Street Cleaning</u> The Construction Manager shall provide and maintain an adequate construction entrance and access road onto the site. The Subcontractor shall maintain a safe and clean environment of all streets and sidewalks as a result of this scope of work. This Subcontractor shall ensure that vehicles and/or equipment (including vehicles operated by his vendors) do not track mud, dirt or dust onto adjacent streets or sidewalks. This Subcontractor shall be responsible to wash the mud and gravel off his vehicles prior to leaving the site. Any mud or gravel that is tracked onto the surrounding roads shall be removed immediately. The Construction Manager has the right to cleanup surrounding roads immediately upon the Subcontractor's failure to do so, the cost of which shall be deducted from the Subcontractor's Contract Amount.
- 28. <u>Permits and Fees</u> This Subcontractor shall obtain and pay for all other special or trade permits, licensing, or business licensing as necessary to complete his work.

- 29. <u>Inspections</u> This Subcontractor shall be responsible for coordinating and obtaining all required inspections of his work with local and other governing agencies, the Construction Manager, Architect/Engineer, and the Owner. Before concealing the work of others, this Subcontractor shall reasonably ascertain whether or not other subcontractors have had their work inspected. This Subcontractor shall not knowingly conceal any work of others that has not been inspected.
- 30. <u>Testing</u> Independent testing and inspections services shall be provided by others. This Subcontractor shall coordinate his work with this agency for all specified testing and inspections. The cost of any repeat inspections due to the fault of this Subcontractor shall be deducted from this Subcontractor's Contract Amount.
- 31. <u>QC Reports/QC Program</u> All subcontractors will participate in Whiting-Turner's Quality Management Program. All Subcontractors are to respond to any negative (non-compliant) Quality Control (QC) inspection report no later than 2 days from the date of the report, whether from a 3rd party inspection or by Whiting-Turner. This response is to be in a letterform. If no response is given, then funds may be withheld from the pay application until such time it is deemed by the Construction Manager that the deficiencies are corrected.
- 32. Remedial Work The Subcontractor shall be responsible for furnishing all labor, materials and equipment to perform remedial work for all unacceptable work not installed within acceptable tolerances as described in the specifications. This work includes, but is not limited to: all removal and replacement as required to remedy all deficiencies as a result of this Subcontractor's work. The Subcontractor shall also be responsible for any damages prior to inspection and acceptance by the Construction Manager, Engineers and Owner.
- 33. Owner's Property Subcontractor agrees to take all precautionary measures necessary to prevent damage to Owner's property, buildings, and trees, and to promptly repair/replace any damage caused by his actions. This subcontractor shall also provide any required temporary protection for this scope of work as it relates to weather and dust protection.
- 34. <u>Cutting & Patching</u> Unless noted otherwise within this Contract, this Subcontractor shall be responsible for all cutting and patching as required to properly complete his work. All cutting and patching shall be in accordance with the Specifications.
- 35. <u>Temporary Water</u> Until permanent water is available, the Construction Manager will provide temporary water within the construction area at location(s) to be determined. This Subcontractor shall provide his own hoses, barrels, water wagons, etc. as necessary to distribute this water to his work. Subcontractor shall provide their own drinking water for their employees. The Construction Manager will not provide drinking water.
- 36. Power Distribution This Subcontractor shall provide all power cords, etc. as necessary to distribute power to his work. This Subcontractor may have to provide his own generators, if needed, when performing work within the general site outside of the building construction or prior to slab construction. All electrically operated equipment must be equipped with a GFI (Ground Fault Interrupter). No power provisions will be made for electric welding machines. This Subcontractor will maintain all power cords off the floor and neatly supported or strung to the work area so as to eliminate tripping hazards and or damage to drop cords.
- 37. Temporary HVAC The Construction Manager shall provide minimum temporary heating and/or cooling as necessary to protect installed work. Heat and/or cooling will not be provided for the purpose of producing a comfortable working environment. For the purposes of this project, this Subcontractor will provide any necessary space conditioning and or necessary temporary enclosures in order to perform their work.

- 38. <u>Schedule of Values</u> This Subcontractor shall prepare, submit, and substantiate a detailed labor and material schedule of values corresponding to the Construction Manager's CPM construction schedule. This schedule of values will be used for all progress billings.
- 39. Warranties All warranties and guarantees shall be for the length of time specified, and shall not become effective until the dates established in the Specifications, regardless when portions of this Subcontractor's work was installed, completed, activated, utilized, etc. Subcontractor shall provide all extended warranties as required by the contract documents.
- 40. Security & Fencing The Construction Manager may or may not provide perimeter construction fencing to isolate the Project from the general public. The Construction Manager does not intend to provide a watchman or security guard during non-working hours. It is this subcontractor's responsibility to ensure the safe storage of their materials, tools, equipment, etc on the jobsite. W-T will not be responsible for loss, theft, damage, etc of these items.
- 41. <u>Schedule</u> Subcontractor agrees to perform the work and deliver the materials covered by the contract within the times and/or durations and sequences necessary to meet the CPM Schedule as directed by the Construction Manager.
- 42. <u>TIME IS OF THE ESSENCE</u> This Subcontractor shall provide a sufficiency of labor, materials, tools and equipment as necessary to expedite the completion of all work made available to him. The construction of this building is to be considered a "FAST-TRACK" project. Some trades may be required to work overtime in order to meet the scheduled completion dates. This Subcontractor shall cooperate with the Construction Manager to achieve long term schedule goals as outlined on the CPM construction schedule, as well as, short term goals established during the weekly progress meetings. Should the Subcontractor fall behind schedule, he shall develop a plan (within 48 hours of notice by the Construction Manager) to make up lost time either by increasing manpower and/or working longer hours. If the Subcontractor is unable to make up lost time, the Construction Manager may direct Subcontractors following his work to accelerate their work. In such case, the Subcontractor shall be responsible for the costs of overtime premiums from such other trades.
- 43. <u>LIQUIDATED DAMAGES</u> This project is subject to liquidated damages by the Owner for each day past the Substantial Completion Date shown on the project schedule. This Subcontractor will be directly liable for liquidated damages for every day that his construction activities cause the Substantial Completion date to push out. This Subcontractor will work all necessary overtime and weekends in order to complete his work as shown on the overall project schedule at no cost to the Construction Manager or the Owner.
- 44. <u>Mobilization</u> This Subcontractor may be required to perform more than one mobilization. Associated cost for additional mobilizations will be included in the cost of this work.
- 45. Owner Contracts The Owner may or may not have separate subcontractors performing work on this project at the same time. This Subcontractor shall fully cooperate with and coordinate his work with such Subcontractors.
- 46. <u>Product Substitutions</u> Unless otherwise noted within this Contract, this Subcontractor shall NOT be allowed to make any material or product substitutions.
- 47. Stored Materials If the Owner agrees to pay for stored materials, the following shall apply:

- 47.1. Each item of storage must be approved at least 10 days prior to the submission of an application for payment covering such stored materials. Fabrication of the material, for which payment is being requested, must be completed prior to the Subcontractor's/Supplier's submission of the billing for the period in which payment is requested.
- 47.2. A bill of sale naming the Owner as Owner of the materials must accompany the application for payment.
- 47.3. An insurance certificate which clearly identifies the material as covered and which protects the interest of the Owner and The Whiting Turner Contracting Company must accompany the application for payment. This insurance certificate must also provide "in transit" coverage during transport to the jobsite.
- 47.4. The materials shall be specifically identified to the project and segregated from the rest of the Seller's inventory.
- 47.5. The materials shall be safely stored from theft, damage, deterioration from weather, etc.
- 48. Taxes & FOB The Subcontractor is responsible for all applicable local taxes and F.O.B. to the jobsite.
- 49. Acceptance of Substrates Commencement of the installation of this Subcontractor's materials shall indicate acceptance of related substrate conditions. Subcontractors must make an inspection of substrate, in a timely manner, in order to provide written notification of deficiency to the Construction Manager so deficiency can be addressed prior to start of associated work. This Subcontractor is responsible for any and all surface preparation of areas as required for proper performance of his work.
- 50. <u>Communications</u> This Subcontractor shall provide and maintain one radio compatible with that of the Construction Manager's. This radio must be monitored full time by the Subcontractor's Foreman or Superintendent.
- 51. <u>Saturday Workdays</u> Saturdays will be used as a makeup workday in the event that weather or some other events caused a non-workday during the normal work week. In the case that a Saturday must be used to complete the normal work week, it will be provided at no additional cost.
- 52. Extra Work Tickets This Subcontractor shall deliver to the Construction Manager field tickets for any additional work claims at the end of each day's work. The Subcontractor is responsible for delivering the work ticket within 24 hours of the completion of the work. If the Subcontractor fails to deliver the work ticket describing work completed for that workday, that work shall be considered free of charge and all claims to compensation for the extra work forfeited by the Subcontractor. For any work, which is agreed upon by the Owner to be performed on a Time & Material basis, an employee's time will be accounted for when his work begins at the jobsite. The subcontractor will not be reimbursed for travel time to and from the job site.
- 53. <u>Daily Field Reports</u> Daily field reports shall be submitted on the attached form to Whiting-Turner supervision on a daily basis. T&M tickets for all or part of the work for that day shall not be used in lieu of the daily field report. In addition, daily field reports shall not be used to track T&M work. Failure to submit field reports on a daily basis may delay payment of a subcontractor's invoice and result in fines of \$100.00 per daily report for every week late.
- 54. Monthly Pay Applications This Subcontractor is responsible for furnishing a monthly payment application and all required payroll documentation to the Construction Manager by the 18th day of each month. If the

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Subcontractor fails to provide the pay application by the 18th of the month, the pay application will not be processed for that month. All pay applications must be accompanied by a detailed schedule of values which must be approved by the Construction Manager prior to the first pay application.

- 55. <u>Aluminum Ladders</u> At no time shall any individual or Company on the RB2 jobsite shall use or transport aluminum ladders at any time. All ladders are to be constructed of approved material as seen fit by the Construction Manager. The Construction Manager reserves the right to remove any ladder deemed unsafe from the jobsite. It shall be the responsibility of the Subcontractor to disposes of any ladders deemed unsafe.
- 56. Notification For the purposes of this project, email from the Construction Manager constitutes written notice.
- 57. <u>LEED</u> This Subcontractor recognizes that this is a LEED project (Leadership in Energy and Environmental Design). This Subcontractor shall be responsible for the compliance with LEED requirements as it pertains to this Subcontractor per the Contract Documents.
- 58. <u>Wage Rates</u> This project will be governed by the current prevailing wage determination included in this Bid package. The subcontractor will be required to submit weekly, certified payrolls to provide proof of payment of these rates to their workers.
- 59. <u>Preventative Maintenance</u> This subcontractor shall perform all manufacturer required preventative maintenance on any equipment installed in this scope of work from time of start-up until owner turnover. Subcontractor shall maintain a log and document all preventative maintenance completed. Documentation shall be a requirement of monthly progress payments and final payment. Subcontractor shall submit preventative maintenance plan 3 months prior to start-up.
- 60. <u>Hot Work</u> No burning, cutting, welding, brazing or soldering without a properly issued and dated burning permit will be allowed without proper notification. Requests must be filed in writing at least (2) days prior to the start of work. The subcontractor performing the work shall properly ventilate all hot work performed.
- 61. <u>Cranes</u> This subcontractor shall follow all applicable state and federal crane regulations associated with the set-up/installation, jumping, inspection, use, and dismantle of any crane on the jobsite. All operators must have a valid CCO certification. All signal persons and riggers must be certified per all required regulations. Crane lifting plans must be submitted and approved a minimum of 72 hours prior to the lift and shall include documentation of all certified operators, riggers and signalpersons
- 62. Commissioning This subcontractor understands that a third-party commissioning agent will be utilized on this project. All subcontractors will be required to fully coordinate and participate in all start-up meetings, schedule discussions, pre-testing, pre-functional testing, functional testing etc. Each subcontractor will be required to start-up, test, and turn-over each piece of equipment or system and provide owner training. This subcontractor shall complete any required third-party commissioning agent start-up and pre-functional testing forms. The participation of the third-party commissioning agent does not relieve this subcontractor from any of their responsibilities.
- 63. <u>Supervision</u> Full-time on-site supervision by this subcontractor for this scope of work is a requirement of this contract. In the case of any second-tier subcontractors, the primary subcontractor will supply on-site supervision and coordination of their subcontractors, their work, schedules, and resources. All subcontractor supervision will be required to check in/out each day with the Whiting-Turner Superintendent.

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- 64. Contract Notification It is this subcontractor responsibility to inform their employees of all the conditions in the contract that affect their scope of work. This includes all items in the general scope of work, specific scope of work, safety manual, QC manual, and any contract exhibits herein or in the contract documents. It is the responsibility of the subcontractor to inform each of their employees of the Job Rules and Regulations and to cooperate with Whiting-Turner in enforcing them throughout the course of the project. Failure by a subcontractor's employee to follow any of the rules and regulations shall be suitable justification for the Owner or Whiting-Turner to require that the employee be removed from the jobsite. Fines will be issued to any Subcontractor's safety violations.
- 65. Existing Conditions This subcontractor is reminded that this project is taking place on operating campus and that every effort will be made to avoid confrontation or conflict with the owner's employees, representatives, agents, students, facilities personnel, etc. Use of inappropriate language or harassment of any individual, whether on the site or outside of the jobsite, is prohibited and are grounds for immediate removal.
- 66. <u>Roof Systems</u> Each subcontractor is responsible for any damages to the roof systems and must take special precautions to prevent any such damages.
- 67. <u>Barricades</u> In the event that barricades or fencing needs to be moved or relocated by this subcontractor for this scope of work, W-T field supervision must be notified twenty-four (24) hours prior to doing such work. Any damage created by moving/relocating barricades and fencing will be the responsibility of this subcontractor to repair or replace.
- 68. <u>Dewatering</u> Each subcontractor shall be responsible for dewatering of excavated areas as per MDE requirements and project sediment erosion control details.
- 69. Shutdowns All required shutdowns and tie-ins shall be assumed to be performed on overtime in base bid. All shutdowns and tie-ins must be coordinated through Whiting-Turner and scheduled at least three (3) weeks in advance. Whiting-Turner's Request for Outage procedure must be followed. Subcontractor must provide a list of expected shutdowns/tie-ins and their respective anticipated durations. Failure on this Subcontractor's part to enumerate any specific shutdowns is not cause for a change order or request for premium time.
- 70. Federal Security and Immigration Compliance Act Requirements The Subcontractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (|RCA), D.L. 99-603 as indicated below (Subcontractor must initial one of the sections below):

Subcontractor has 500 or more employees and Subcontractor warrants that Subcontractor has complied with the Immigration Reform and Control Act of 1986(RCA), D.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new
employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.
Subcontractor has 100-499 employees and Subcontractor warrants that Subcontractor has complied with the Immigration Reform and Control Act of 1986(RCA), D.L. 99-603 by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.
Subcontractor has 99 or fewer employees and Subcontractor warrants that Subcontractor has

complied with the Immigration Reform and Control Act of 1986(|RCA), D.L. 99-603

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by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Kentucky Department of Labor.

Subcontractor warrants that Subcontractor has included a similar provision in all written agreements with any Subcontractors engaged to perform services under this Contract.

END OF GENERAL SCOPE