

SUBCONTRACT

THE WHITING-TURNER CONTRACTING COMPANY

Address Reply to: THE WHITING-TURNER CONTRACTING COMPANY  
757 N Eldridge Parkway, Suite 700  
Houston, TX 77079

SUBCONTRACT NO. P031774-31A

SUBCONTRACT FOR Earthwork, Utilities, Demolition and SWPPP

SUBCONTRACTOR Land Company Development Inc  
Address P.O Box 716  
Magnolia, MS 39652

Remittance Address Same As Above

OWNER QuikTrip Corporation  
4705 S. 129th E. Ave.  
Tulsa, OK 74134

PROJECT QuikTrip #7242  
9326 Canal Rd  
Gulfport, MS 39503

This agreement, made this 29 day of August, 2022, by and between Land Company Development Inc 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 DP3 Architects dated See Exhibit I, 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. Subcontractor expressly assumes the risk of the Owner's non-payment and the subcontract price includes this risk as the Subcontractor understands and acknowledges that it is to be paid exclusively out of a fund the sole source of which is the Owner's payment to the Contractor. The Owner's non-payment to Contractor will result in non-payment to Subcontractor by Contractor. 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 and adequacy 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. Subcontractor expressly assumes the risk of the Owner's non-payment and the subcontract price includes this risk as the Subcontractor understands and acknowledges that it is to be paid exclusively out of a fund the sole source of which is the Owner's payment to the Contractor. The Owner's non-payment to Contractor will result in non-payment to Subcontractor by Contractor. 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 any 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) To the fullest extent permitted by applicable law, Subcontractor agrees to defend, indemnify and hold harmless the Contractor and/or Owner, their officers, directors, agents and employees, from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including, but not limited to, attorney's fees, arising in whole or in part and in any manner from the acts or omissions of the Subcontractor, its officers, directors, agents, employees or subcontractors, in the performance of this Contract, regardless of whether such lien, claim, suit, judgment damage, loss or expense is caused in part by a party indemnified hereunder. Nothing herein shall be construed to require Subcontractor to indemnify Contractor and Owner and/or their respective officers, directors, agents and employees from the sole

negligence of Contractor or Owner, and/or their respective officers, directors, agents and employees. The Subcontractor shall defend and bear all costs of defending any actions or proceedings brought against the Contractor and/or Owner, their officers, directors, agents and employees, arising in whole or in part out of any such acts or omissions, provided, however, that the Contractor and/or Owner shall have the right to approve counsel to conduct such defense. Nothing herein shall be construed to create an indemnity obligation prohibited by applicable law or to waive Subcontractor's rights against any other subcontractor or supplier which may have contributed to causing the injury or damage. In claims against any person or entity indemnified under this Section by an employee of the Subcontractor or Sub-Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation in amount or types of damages, compensation or benefits payable by or for the Subcontractor or Sub-Subcontractors under workers compensation acts, disability benefits, acts or other employee benefit acts.

(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 therefor, 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 of Contractor's 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: TWO MILLION EIGHT HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$2,895,260.00)

Percentage fees for overhead and profit for extra work, subject to the provisions of Article 6 hereof, shall be: See Exhibit F% for work performed by Subcontractor's own forces and See Exhibit F% for work performed by its subcontractors and suppliers. Sub-subcontractor shall likewise be entitled to See Exhibit F% for work performed by their own forces and See Exhibit F% for work performed by their subcontractors 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:  
Land Company Development Inc

CONTRACTOR:  
THE WHITING-TURNER CONTRACTING COMPANY

BY: \_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
SIGNATURE

**Paige Alexander**

**Michael Browning**

PRINTED NAME

PRINTED NAME

TITLE

**Vice President**

TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DocuSigned by:  
**Josh Serijan**  
42ACCA67D34244E...

**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 - Extra Work/Change Order Procedure
- Exhibit G - Subcontract Price Recap
- Exhibit H- Alternates, Unit Prices, Labor Rates, & Equipment Rates
- Exhibit I- Contract Drawing and Specification Log
- Exhibit J - Schedule
- Exhibit K - Job Rules, Regulations, and Safety
- Exhibit L - Schedule of Fines
- Exhibit M - Site Utilization and Access Protocol
- Exhibit N - Submittals and As-Built
- Exhibit O - Basis and Application for Payment, Including Release of Liens
- Exhibit P - Bonds

(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:

- \$1,000,000 each occurrence for bodily injury and property damage
- \$1,000,000 each incident for personal and advertising injury
- \$2,000,000 products-completed operations aggregate
- \$2,000,000 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

### SCOPE OF WORK

The Scope of Work shall conform to Drawings and Specifications and is to include furnishing all labor, supervision, material, fabrication, delivery, installation, tools, trucking, equipment (including but not limited to cranes, scaffolding, ladders, rigging, and safety), insurance, bonds, taxes, fees, permits, incidentals, engineering and support functions, shop drawings and documentation, and each and every expense necessary to perform the proper execution of the work described in the "Contract Documents" and any addenda, general conditions, requirements, and other related documents as indicated herein.

This subcontractor is responsible for all work described below and in the "Contract Documents". The itemized list below is intended to give a general definition of the Scope of Work required and shall not be construed to be an itemized listing of each element of the work required. If the equipment or materials proposed by the Bidder differs from that shown and specified to the extent that it increases or alters the work of another trade, then such differences must be specifically detailed in the Bidder's proposal. If the Bidder fails to point out such differences and is subsequently awarded the Contract, he shall be liable for the cost of any and all changes or additions to the work of other trades that may arise later as a result of the differences.

All equipment and materials provided under this scope of work shall be specifically as shown and specified in the Contract Documents and as required for a complete and functional system. Substitutions will not be allowed unless specifically requested as described by the Specifications.

For the purposes of clarity, several items of work are described in greater detail below. The listing of these items is not intended to reduce the Scope of Work already described in the drawings and specifications.

#### GENERAL SCOPE REQUIREMENTS

1. It is the intent of this Contract that all work be performed as shown or as required to provide for an end result as contemplated by the Contract Documents. It is the responsibility of this subcontractor to carefully examine existing conditions in conjunction with the Contract Documents to ascertain the entire Scope of Work. No additional compensation will be allowed for the interface and/or coordination of this work with existing conditions that are apparent or reasonably inferable.
2. This subcontractor is responsible for all field conditions and obstacles as they relate to the work of this contract. This subcontractor shall visit and inspect the site to verify existing conditions prior to submitting a proposal. W-T will not give additional compensation for the interface and/or coordination of this work with the existing conditions that are apparent or reasonably inferable.
3. Provide all shop drawings, engineering, submittals, testing, guarantees, warranties, as-built drawings, manuals and start-up services necessary to put all equipment and systems into operating condition per the terms of this subcontract, the Specifications, and the Drawings.
4. Any work that would be a disturbance to the occupants of the adjacent buildings will require advanced coordination with Whiting-Turner supervision. Subcontractor shall conform to any state/local noise ordinances.
5. Where conflicts may exist between and/or the within the Contract Documents, the higher quality, greater quantity, more restrictive, and/or more expensive shall be basis of Contractor pricing. Subcontractor shall notify Whiting-Turner in writing for resolution of the issue prior to executing the work in question.

#### Clean Up

6. Subcontractor shall perform daily and final clean-up of debris for all work performed under this subcontract. This clean-up shall be performed at a minimum at the end of each shift, but also throughout the day to maintain the area of work in a clean and safe condition at all times and to ensure no other trades are hampered by debris. Excess materials shall not be allowed to accumulate. Subcontractor is responsible for removal of all trash, debris and excess materials to dumpsters (provided by Whiting-Turner, unless noted otherwise in the scope of work) on a daily basis.
7. Any firm not providing the required labor force to adequately clean the trash associated with their work will be "backcharged" the labor cost for Whiting-Turner to supply its own labor. Whiting-Turner reserves the option of requiring additional clean up labor from individual subcontractors that may be generating excessive debris as a result of their activity.
8. This subcontractor is to provide (1) laborer per 10 workers on site (1) day each week for participation in a composite clean-up crew, for the duration of their work on-site. Composite clean-up crew scheduling to be determined by WT at the beginning of the project.

9. Subcontractors must provide trash buggies for all generated trash including food trash and work debris. The number of buggies per trade will be determined by man count and volume of generated debris.
10. Dry sweeping of floors will not be allowed, each subcontractor shall utilize sweeping compounds at all times.
11. Each subcontractor shall be responsible for cleaning all their associated vehicles prior to leaving the construction site. Subcontractors will be required to clean and remove (if necessary) any mud, dirt, dust, and/or debris tracked onto private and/or public roadways during construction operations or deliveries while they are working on site. Failure to do so will result in street cleaning back charges to the appropriate subcontractors.

#### **Schedule**

12. Subcontractor is aware that other subcontractors will be working in close proximity. It is the subcontractor's responsibility to ensure that all employees will work in harmony with all other persons and subcontractors on the job and ensure that there are no delays to the construction schedule.
13. Subcontractor acknowledges it is Whiting-Turner's intention to use pull planning for scheduling construction activities. Subcontractor has included time for the following:
  - a. Foreman are required to attend a 15-30 minute daily huddle.
  - b. Intent of the daily huddle is to communicate any logistical constraints, deliveries, areas and status of current work.
  - c. Phase planning is a collaborative plan with all stakeholders involved. Intent is to refine baseline schedule to identify handoffs, maximize production and eliminate potential constraints.
  - d. 6 week look ahead planning is to identify all work happening in the 6 weeks. The intent is to confirm that all work is on track, coordinated, commitments are made and all materials is readily available to install. The subcontractor shall adhere to the time durations shown on the attached "Construction Schedule." Should the subcontractor fail to maintain these durations due to his own deficiencies, the subcontractor shall work additional hours, at their own expense, so as not to delay other trades or the overall project schedule.
14. Subcontractor shall attend and participate in all pull planning meetings pertaining to this scope of work as scheduled by Whiting-Turner. All subcontractors will prepare, in advance, their cards detailing activity, durations, and crew sizes, and the meetings shall be attended by both the lead field supervision and project managers.
15. The subcontractor shall adhere to the time durations shown on the attached "Construction Schedule." Should the Subcontractor fail to maintain these durations due to his own deficiencies, the subcontractor shall work additional hours, at their own expense, so as not to delay other trades or the overall project schedule.
16. Subcontractor acknowledges that part or all of the work of this subcontract will be done in many phases and may require multiple move-ins and understands that work may not be done in one continuous operation.
17. This subcontractor shall prepare and maintain a material status report for all major material and equipment with more than a five day lead time. This report shall include material description, supplier, purchase order number, telephone number, and schedule for delivery. W-T reserves the right to check directly with any suppliers that are critical to the project schedule. This report shall be made available to W-T for review at any time requested. Subcontractor will verify availability including delivery lead-time of all materials and immediately notify the General Contractor of any potential delays.
18. Subcontractor, at no additional cost, shall work each Saturday as required to make up lost work day(s) due to inclement weather during the same week.
19. If Subcontractor must work outside of normal work hours to make-up lost schedule days due to inadequate manpower during the normal work-week, Contractor reserves the right to back-charge for their time.
20. This subcontractor shall maintain a three week look ahead schedule throughout the project and shall submit to the WT superintendent every Thursday.

### **Meetings & Reports**

21. Attendance is mandatory at all weekly subcontractor project manager and foreman progress while this subcontractor is working onsite. Failure of a subcontractor to attend these meetings will lead to a \$100.00 fine per occurrence. Subcontractor will be notified as to the exact time and location of such meetings. Every attempt will be made to have these meetings at the same time and in the same place each week to aid in scheduling, however, special circumstances may arise that would require these meetings' time and/or location to change. No additional compensation will be considered for any such changes. Attendance to these meetings shall start 2 weeks prior to scheduled start date for this subcontractor's scope of work.
22. Progress meetings are mandatory for all subcontractors and any and all comments pertaining to each trade, whether said trade is in attendance or not, shall be binding and become the obligation of said subcontractor as if he/she had attended the meeting. Subcontractors must have a company representative in attendance at these meetings that is authorized to make commitments for the schedule, work hours and all field administration of the project. Minutes of progress meetings must be relayed to personnel working on the project site.
23. Each subcontractor may be required to participate in a pre-construction meeting at least 2 weeks prior to the schedule start of their work. Each subcontractor's superintendent, foreman/foremen, project manager, key 2<sup>nd</sup> tier subcontractors, and any manufacturer / industry representatives required per the specifications must be present at this meeting.
24. Daily Field Reports shall be submitted on Whiting-Turner's form to the onsite superintendent 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/or result in fines being assessed.

### **Testing & Inspections**

25. 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 start-up and pre-functional testing forms.

### **Layout, Hoisting, Temporary Facilities, & Staging**

26. 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 qualified signal persons and riggers must meet the requirements of OSHA. 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 signal-persons. Failure to do so may result in refusal of delivery by Whiting-Turner.
27. Subcontractor shall provide all required certified flagmen and traffic control to complete this scope of work.
28. All equipment utilized inside building shall run on clean fuel.
29. It will be the Whiting-Turner superintendent's decision as to when all equipment will no longer be permitted in the building.
30. All costs associated with the receiving, unloading, and lifting of materials and equipment being installed under this scope of work shall be the responsibility of this subcontractor. Deliveries are to be coordinated with Whiting-Turner field supervision at least (3) days prior to the scheduled delivery date. Failure to do so may result in refusal of delivery by Whiting-Turner. No changes will be allowed for deliveries being turned away if not coordinated.
31. On site storage of material will be restricted and limited to the construction space. Subcontractor must obtain the Whiting-Turner's approval prior to storing materials on site, and must move material as required for construction to progress. No additional compensation will be given for materials moved on site or stored offsite. Under no circumstances shall equipment, material deliveries or stored materials affect progress of work performed by others.
32. No construction/storage trailers are to be staged onsite without approval by Whiting-Turner and the Owner. All requests must be in writing. This subcontractor shall be responsible for all costs associated with the installation of water, power, telephone, and data connections to such trailers.(if necessary)
33. It is this subcontractor's responsibility to ensure the safe storage of their materials, tools, equipment, etc. in a neat and organized manner on the jobsite. W-T will not be responsible for loss, theft, damage, etc. of these items.
34. Subcontractor is responsible for all layout and field verification for work under this agreement.



35. This subcontractor shall provide all drinking water, ice, bottled water, and/or cups as required for their work force. Drinking water will not be provided by Whiting-Turner. The subcontractor shall provide a trash bin at the location of their water container for the discarding of all cups and dispose of using communal dumpster as needed.
36. Temporary on site toilet facilities will be provided by Whiting-Turner for use by this subcontractor. Under no circumstances are toilet facilities within the building to be used by the subcontractor.
37. Whiting-Turner will designate areas for workers to take breaks, and have lunch. No eating or drinking, other than water, will be allowed in any areas other than those designated.

#### **Safety**

38. 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, without prior written approval from Whiting-Turner.
39. Whiting-Turner will provide temporary lighting for construction equal to OSHA standards will be furnished and installed by the Electrical Subcontractor. All required task lighting shall be provided by each subcontractor for their work.
40. In the event that any safety barricade 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 this subcontractor removing/relocating the barricade/fence. Any damage created by moving/relocating barricades and fencing will be the responsibility of this subcontractor to repair or replace.
41. Whiting-Turner shall conduct periodic safety and quality control meetings at the job site. The meetings will address current safety concerns and quality control. All employees working on the job site are required to attend these meetings.
42. Subcontractor shall be responsible for all safety barricades, temporary protection, etc. for work associated with this subcontract.

#### **Execution of Work & Coordination**

43. 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.
44. Subcontractor accepts that any damage to existing facilities, new construction, or appurtenances will result in back-charges for repairs. Subcontractor shall respect work done by others.
45. This subcontractor shall be required to complete any mock-ups as indicated in the drawings and specifications. Mock-ups must be completed prior to material being purchased to allow for approval from the architect and owner. In no manner shall these mock-ups be allowed to impact the project schedule. This may require subcontractor to expedite mock-up submittals and materials at no additional cost. Other mock-up requirements in addition to those in the drawings and specifications may be required in this subcontractor's specific scope of work.
46. Subcontractor is responsible for any and all surface preparation of areas as required for proper performance of its work.
47. This subcontractor shall be responsible for all wall, deck, and slab penetrations and repair of the same.
48. This subcontractor is responsible for all drawings and specifications and will include all items pertaining to this scope of work on any drawing and specification which was included with the contract documents included in this subcontract.
49. All materials and workmanship are subject to the inspection and approval of Whiting-Turner, the Owner and/or his agents, including fabrication shops, manufacturers' plants, and/or other applicable off-site facilities.
50. All required tie-ins to any existing systems which require any type of shutdown of the existing system will require advanced notice and may require to be performed off-hours. All shutdowns must be requested in writing to the owner a minimum of 10 working days in advance. All subcontractors will include the costs for this off hours work within their pricing. No additional costs will be allowed. A written Method of Procedures shall be created and reviewed for approval 48 hours prior to start of work.
51. This subcontractor shall submit and maintain a list of existing systems requiring shutdown(s) to complete work described herein. Shutdown requests must be submitted using WT forms at a minimum, ten (10) days prior to the anticipated shutdown. This subcontractor is responsible to attend coordination meeting(s) with Whiting-Turner and the Owner for the proposed shutdowns. Include in the durations of the shutdowns all required steps to capture the full "down time" of the utility.

52. Prior to any excavation, this subcontractor shall enlist the services of a private utility locating service and/or Mississippi Underground Facility to mark all underground utilities in the vicinity of the excavation. Test pit all crossings between marked utilities and proposed excavation or new utility prior to installation.
53. Each subcontractor shall be responsible for dewatering of excavated areas as per State of Mississippi Erosion and Sedimentation Control Manual requirements and project sediment erosion control details.
54. It is the responsibility of the subcontractors to provide generators for power of their work as needed. Temporary power will not be provided onsite until the transformer is set and the permanent panels are installed. Temporary power stations in the building will be provided by the electrical subcontractor for the use of small hand tools and equipment. It is the responsibility of each subcontractor to provide the necessary labor and materials to extend power from these points as required to complete their work. Any additional power necessary for welding, nail guns, etc. will be the responsibility of each subcontractor. Any use of House Power will be required to use a rated GFCI whip.
55. It will be the responsibility of each subcontractor to hook up at existing Water Hydrants for a water source, as required to complete their work. This scope of work includes any required backflow preventers, etc. needed by the authority having jurisdiction. Water usage costs shall be by Whiting-Turner unless noted differently here in.
56. This subcontractor shall be responsible for providing engineering, labor, material, and equipment for the installation of any and all support systems required for installation of their scope of work which may not be detailed on the drawings.
57. This subcontractor shall be responsible for fire caulking all penetrations created by this scope of work at all fire rated assemblies. All other penetrations through unrated assemblies will be sealed and caulked by this subcontractor. This subcontractor shall complete any required sealing of penetrations as construction progresses and while access to these items is available. Failure to complete this task during the construction process may require rework of other trades work to allow for access and these costs will be the responsibility of this subcontractor.
58. The warranty period as required per the specifications shall commence after final owner acceptance. Under no circumstances shall the warranty period start prior to final owner acceptance of this project. The warranty for all work shall be unconditional and shall include all labor, equipment and material necessary to replace any defective or malfunctioning items to the satisfaction of the Owner.
59. 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 weeks prior to start-up.
60. For "Install Only" items, this subcontractor is to receive, unload, handle, protect, store on-site, and install. "Furnish and Deliver" is to mean furnish, deliver, assist with unloading and assist with coordination of installation. Delivering party is to obtain signed delivery receipt from installing contractor. Delivering party is to provide all installation instructions to Whiting-Turner and carbon copy installing contractor.
61. It is this subcontractor's 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.
62. This subcontractor is reminded that this project is taking place adjacent to existing residential and commercial properties and that every effort will be made to avoid confrontation or conflict with the existing tenants. 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 from the jobsite and fines to be issued.
63. 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 and fines will be issued.

#### **Supervision**

64. Full-time competent supervision, on-site, by this subcontractor, is a requirement of this subcontract. In the case of subcontracts involving second-tier subcontractors, the primary subcontractor is to supply on-site supervision and coordination of their subcontractors, or will be back-charged by Whiting-Turner for time spent performing such supervision and coordination.
65. The normal jobsite work hours are to be Monday – Friday 7:00am to 3:30pm; and 8:00am to 4:00pm on Saturday to be used for make-up/weather days. Any weekend work will be from 8:00am to 4:00pm. All work to be performed outside of these hours must be coordinated and approved by Whiting-Turner forty eight (48) hours in advance. Job site Holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and the following Friday, and Christmas Day. 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.

66. All subcontractor employees will be required to sign in/out each day with the Whiting-Turner Superintendent. Under no circumstances will work be scheduled or performed without Whiting-Turner personnel being notified and on site to supervise the work.

**Miscellaneous**

67. Whiting-Turner will be utilizing Plangrid for Rolling Completion List and Punchlist creation and tracking, it will be the responsibility of each subcontract to procure a Plangrid license to facilitate the punchlist process.
68. All punch list items are to be signed off by the Whiting-Turner superintendent. Each subcontractor is responsible for obtaining the superintendent's sign off.
69. Payment & Performance bonds are required if the contract amount exceeds \$500,000 or at the direction of Whiting-Turner. All costs to obtain a P&P bond are to be reimbursed to the subcontractor for actual costs backed up with the bonding company's invoice and shall not exceed the amount listed in the bid tabulation herein. If actual cost are less than the amount in the bid tabulation, a deductive contract supplement will be issued for the difference.
70. The following shall be listed as 'Additional Insured's':
- The Whiting-Turner Contracting Company
  - QuikTrip Corporation

Specific Scope of Work

**General Items/Mobilization**

1. This subcontractor is responsible for all required earthwork, demolition and utilities per the contract documents for a turnkey scope of work. This includes but is not limited to clearing, grading, excavation, backfill, haul off, stormwater, domestic water, public water, sanitary sewer system, and the oil/water separator.
2. This subcontractor understands and has allotted time and materials necessary for all fill and settlement requirements as shown on the Geotechnical Report prepared by SCI January 14, 2022. This includes, but is not limited to remobilization, coordination meetings and placement of settlement plates in addition to standard fill practices.
3. This subcontractor shall as part of clearing and grubbing work install filter fabric along haul road as shown on the site logistics plan and spread demolished existing paving for means and use of by others. Removal shall be completed at the direction of Whiting-Turner staff.
4. This subcontractor has included installation, maintenance and final removal of both phases of SWPPP per the contract documents, this includes but is not limited to: tire wash stations, concrete washout, trailer laydown gravel, silt fence and waddles.
5. This subcontractor shall supply water trucks for maintaining dust control, additionally this subcontractor shall provide hookup and temporary hydrant meter to nearest hydrant for trailer and site water usage through duration of the project.
6. This subcontractor shall provide all labor, material and equipment required to remove all spoils generated throughout the duration of their work by this subcontractor and others. Spoils shall be hauled to an offsite location.
7. This subcontractor shall provide all labor, material, and equipment necessary to provide all traffic control measures per MSDOT, including but not limited to, flagmen, signage, traffic cones, jersey barriers, barrels, etc. as required to complete this scope of work.
8. This subcontractor has included all offloading of Owner furnished equipment delivered while onsite, including but not limited to fuel tanks, roofing materials, miscellaneous steel etc.
9. Subcontractor is responsible for grading the site to drain, maintaining excavations free of water, and providing, operating, and maintaining pumping equipment.
10. Subcontractor is responsible for protecting the site from puddling or running water and providing a water barrier as required to protect the site from soil erosion.

**Demolition**

11. Subcontractor shall provide all labor, material, and equipment necessary to demolish, remove and haul-off all existing site paving, sidewalks, building pads, building structures, asphalt paving, curbs, gutters, fencing, bollards, dumpsters, light poles, railing, sheds, signs, storm pipe, inlets, general trash and debris, etc. for a complete demolition scope of work as required per the contract documents.
12. Subcontractor shall fully remove and dispose of demolished materials per the contract drawings and specifications. Any dumpsters needed for the haul off of this subcontractor's debris will be the responsibility of this subcontractor.
13. Subcontractor's demolition work shall follow environmental, health, and safety standards for removal and disposal of all items. Any items discovered that are perceived or known to be hazardous shall be brought to the attention of Whiting-Turner prior to handling.
14. Subcontractor shall notify any entities/authorities as required by law before and during the commencement of this scope of work and has included all fees related to such notifications.
15. Subcontractor shall obtain the demolition permit as needed to complete this scope of work.
16. Subcontractor shall demo all components of utilities systems as needed following safe-off by this subcontractor.

### **Earthwork**

17. Subcontractor confirms they have read, understands, and has incorporated all aspects of the geotechnical report #2021-0349.10 prepared by SCI Engineering, dated January 14, 2022.
18. Subcontractor shall provide all labor, material, and equipment necessary to perform all clearing, grubbing, excavation, grading, and site prep work required.
19. Subcontractor shall provide all labor, material and equipment required to clear and grub the entire site as required per the contract documents. Subcontractor shall remove all obstructions, trees, tree stumps, shrubs, roots, stones, debris, hard earth, hard materials and other vegetation as necessary to permit installation of new construction.
20. Subcontractor shall provide all labor, material and equipment required to strip, sort, stockpile and protect the site topsoil if required per the contract documents.
21. Subcontractor shall provide all labor, material, and equipment necessary to complete all grading (rough and final) as required to accomplish sub-grade elevations per the contract documents. Subcontractor rough grading shall include cut and fill as required, with all excess cut materials being hauled off by this subcontractor. All sub-grades shall be +/-0.10' averaged to zero.
22. Subcontractor shall provide all labor, material, and equipment necessary to provide sub-grade elevation for the entire site, including but not limited to, the building pad, site paving, sidewalks, backfill of curbs and islands, etc. Subcontractor has accounted for the topsoil requirements indicated in the landscape drawings to achieve the proper subgrade elevation, with topsoil being provided by others.
23. Subcontractor shall cut site to remove existing fill material noted in geotechnical report, scarify/moisture stabilize/recompact native soils and place new select fill to required building pad elevation per contract documents.
24. Subcontractor shall furnish and install specified fill in paving areas to comply with stabilization requirements and to raise subgrade to proper elevations. Subcontractor has included removing native soils and replacing with crushed rock in areas required per the geotechnical report.
25. Subcontractor shall comply with all site moisture and compaction testing completed by others. Subcontractor is responsible for complying with all requirements of the testing agency and the contract documents.
26. Subcontractor shall provide all labor, material, and equipment necessary to ensure that all backfill material conforms to all requirements indicated within the contract documents. Subcontractor confirms that if backfill requires additional treatment, it is to be performed with no impact to the schedule and is to be provided at no additional cost.
27. Subcontractor shall provide all labor, material, and equipment necessary to complete daily cleanup, removal of dirt, asphalt, etc. from the neighboring roads, pavements, and concrete sidewalks from the project. During trucking operations, subcontractor shall provide a sweeper truck, bobcat sweeper or other equipment as needed to keep roadways clean and to make a final pass at the end of each workday.
28. This subcontractor has included the excavation, aggregate base, and backfill for the scale as specified by the contract documents. The concrete scale pit and scale installation is by others.

### **General Utilities**

29. This subcontractor shall provide all labor, material and equipment required to install all utilities to within 5' of the point at which it enters the building, unless noted otherwise within the contract documents. Roof and canopy drain

boot tie-in shall be by this subcontractor.

30. Subcontractor shall provide all labor, material and equipment required to perform all pressure testing, flow rates testing, cleansing, sanitizing, flushing and certifications of installed systems, per the contract documents and the Authority Having Jurisdiction. At substantial completion of the project, this subcontractor shall flush all sanitary and storm systems and clean all manholes and inlets installed or tied into under this subcontract.
31. Subcontractor shall provide all labor, material and equipment required to perform all test pitting required to verify any field dimensions. Any discrepancies between field verified dimensions and the contract documents shall be transmitted to Whiting-Turner as to avoid any schedule impact. Subcontractor is responsible to test pit all proposed systems where it may encounter marked or unmarked existing systems.
32. Subcontractor shall provide all labor, material and equipment required to install marking tape over all newly installed utilities in colors and depths required per the contract documents and the Authority Having Jurisdiction.
33. Subcontractor shall furnish a Contractors Material and Test Certificate before requesting final approval of any installed system under this scope of work, this includes, but is not limited to backflows, oil/water separators and underground detention system etc.
34. This subcontractor is responsible for coordinating any utility tie-ins to the fuel system with Whiting-Turner and the fuel contractor.
35. Subcontractor shall provide all labor, material and equipment required to neatly seal and parge all concrete piping connections, ensuring a solid tie-in into all new or existing structures.
36. Subcontractor shall provide all labor, material, and equipment necessary to perform all layout for material installation within this scope of work.
37. This subcontractor has included the installation of the Owner furnished oil/water separator. Subcontractor is responsible for the excavation, aggregate, backfill, concrete deadmen, and setting of the oil/water separator. All final plumbing and electrical connections shall be by the plumbing and electrical subcontractors.
38. Subcontractor shall provide all labor, material and equipment required to complete all saw-cutting, demolition and replacement of existing concrete paving at utility crossings as required to complete this scope of work. Subcontractor shall install all aggregate base and temporary asphalt patching to match existing thickness (no "cold-patch") of all roadways. Any instance where a crossing or installation occurs in a roadway or sidewalk that is not within the construction fencing is also required to be patched. Subcontractor shall provide temporary striping for any areas patched.
39. Subcontractor shall use caution during excavation for utility installation near existing trees to remain and cleanly cut root system when practical to minimize tree and root system damage.
40. Subcontractor shall provide all engineering, labor, material, and equipment necessary for all excavation support systems and open trench protection, including but not limited to, fence, handrail, trench plates, shoring or trench boxes. No vibratory shoring is permitted. Signage for all plated excavations is the responsibility of this subcontractor and steel trench plates must be installed and are to be staked at all corners at the end of every shift.
41. Subcontractor shall provide all labor, material and equipment required to install all structure rims to the corresponding grades or elevations per the contract documents. An additional mobilization shall be included to adjust any rim or cleanout heights as needed. This shall include all units installed within this subcontract and all existing manhole covers or inlet grates.
42. Subcontractor shall provide all labor, material and equipment required to maintain uninterrupted service of existing utilities. If subcontractor uncovers active service lines, utilities or utility structures, this subcontractor shall safeguard, protect from damage and support them to maintain service.
43. Subcontractor shall provide all labor, material and equipment required to install specified backfill material for all backfill operations as required per the contract documents and Authority Having Jurisdiction.
44. Subcontractor shall provide all labor, material and equipment required to maintain "As-Built" documentation of all installed utilities under this subcontract. "Red-lined" or hand-drawn documentation will not be acceptable as the only source of as-builts. As-built documents must be computer generated and maintained as the work is installed to ensure accuracy and correctness. All site utility system components are to be surveyed and dimensioned (from established existing monuments or building corners that are to remain in place and untouched for duration of the project) prior to backfilling, including but not limited to pipes, changes in elevation, changes in slope, valves, structures, fittings, angles, thrust blocks, hydrants, fire hydrants, PIV's and any existing or installed crossings encountered through installation of this work. At all of aforementioned locations, the as-built documentation shall clearly show the invert elevation, as well as its dimensioned location from a fixed point that will remain undisturbed throughout the entire scope of this project (i.e., an adjacent building corner).
45. Subcontractor shall provide progress as-built drawings monthly for review and approval prior to release of any

progress payments. If there are questions or discrepancies concerning accuracy, subcontractor will test put any required areas for verification by Whiting-Turner. When an existing utility or other underground system is encountered through the course of this work, the uncovered utility shall be surveyed and dimensioned prior to backfill.

46. Subcontractor is responsible for all unclassified excavation including excavating to subgrade elevations regardless of the character of surface and subsurface conditions encountered. This does not include unforeseen conditions such as hazardous materials or historic artifacts.
47. Subcontractor acknowledges that this scope of work will require multiple mobilizations and has included the same to install the systems.
48. Subcontractor is responsible for attending weekly underground coordination meetings during the duration of the contract performance period.

#### **Public Water**

49. Subcontractor is responsible for the cutting, capping, and removal of the existing waterline as shown in the contract documents.
50. Subcontractor is responsible for tying into the existing 6" public water line per the contract documents. Subcontractor shall include all piping, fittings, flanges, valves, fire hydrants, bores, water meters, etc. to fulfill complete installation of this water line.
51. Subcontractor shall complete all fire-hydrant relocations and placements as required per the contract documents.
52. Subcontractor shall provide all labor, material, and equipment to cut and patch existing concrete or asphalt as needed to complete this scope of work.
53. Subcontractor shall provide all labor, material and equipment necessary to properly chlorinate and flush all domestic water and fire pipes prior to final tie in as required per the contract documents and the Authority Having Jurisdiction. Results of this shall be documented and transmitted to Whiting-Turner for record.

#### **Private Water**

54. Subcontractor is responsible to bring the water line inside the building foundation to provide one continuous pex line, per the contract documents. Subcontractor shall include all piping, fittings, flanges, valves, thrust blocks, etc. to fulfill complete installation of this water line.
55. Subcontractor has included waterline piping and accessories as specified in the contract documents to complete this scope of work.
56. Subcontractor shall provide all labor, material, and equipment necessary to properly chlorinate and flush all domestic water and fire pipes prior to final tie in as required per the contract documents and the Authority Having Jurisdiction. Results of this shall be documented and transmitted to Whiting-Turner for record.

#### **Sanitary Sewer System**

57. Subcontractor shall provide all labor, material and equipment required to install all sanitary sewer piping as indicated in the contract documents. Subcontractor shall install sanitary sewer piping to 5' outside of the building foundation, per the contract documents. This includes, but is not limited to, all piping, fittings, accessories, precast and cast-in-place manholes, covers and ladders. Subcontractor shall coordinate with the plumbing contractor to facilitate tie-in of the sanitary plumbing lines beneath the slab.
58. Subcontractor shall provide sewer connections and all related permitting as required by this scope of work.
59. Subcontractor is responsible for the cutting, capping, and removal of the existing sanitary line as shown in the contract documents.
60. Subcontractor shall provide all labor, material, and equipment necessary to install all cleanouts shown within the contract documents, including boxes and covers.
61. Subcontractor shall provide all labor, material, and equipment to cut and patch existing asphalt as needed to complete this scope of work.
62. Subcontractor shall provide all labor, material, and equipment necessary to perform any "pump around" of the existing sanitary sewer lines to install the entirety of this scope.
63. Subcontractor shall be responsible for the complete furnish, install, test, etc. for the grease interceptor and all accessories as required by the contract documents.

**Stormwater System**

64. Subcontractor shall provide all labor, material, and equipment necessary to complete installation of the stormwater sewer system and underground detention system as indicated within the contract documents. This includes, but is not limited to, all piping, manholes, inlet structures, clean outs, junction boxes, square grate structures, covers, etc. to install the complete system.
65. Subcontractor has included all necessary backfill and stabilization for the installation of the stormwater piping and detention system as indicated in the contract documents, including but not limited to the SET, rip rap, trench drains, impermeable liner, etc.
66. Subcontractor shall furnish and set the 'Hydroblock' French drain system as required by the contract documents. This subcontractor shall coordinate with site concrete subcontractor to complete installation prior to concrete pour.
67. Subcontractor shall furnish and install all downspout boots as required to make final connections to underground storm leaders as required by the contract documents.

**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.

The Contractor/ Subcontractor EH&S Manual, this Synopsis, 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 the Manual and this Synopsis 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.

### **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**

This subcontractor attests that the following pages 13 , as part of Exhibit E are included as basis for this subcontract.

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# PROJECT-SPECIFIC QUALITY MANAGEMENT PLAN

*for QuikTrip Gulfport #7242  
Jernigan  
August 2022*



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  - c. Inspection Report (Sample Template) ..... **Error! Bookmark not defined.**
  - d. Glossary of Terms..... **Error! Bookmark not defined.**
  - e. Whiting-Turner Project Team Responsibility Matrix (future) ..... **Error! Bookmark not defined.**
  - f. TSQMP Review / Value Analysis Checklist ..... **Error! Bookmark not defined.**
  - g. DFoW Training Tool..... **Error! Bookmark not defined.**
  - h. Schedule Strategies for Quality (future) ..... **Error! Bookmark not defined.**

**NOTES:**

- In the event that this project-specific Quality Management Plan (QMP) conflicts with executed contracts, the contracts take precedence.
- References to “inspection(s)” herein refer to observations and inspections as defined in and consistent with executed contracts and Contract Document requirements and is limited in liability consistent with the same.
- All changes or modifications to the Contract Documents must be formally documented to constitute contractual acceptance by all parties.
- The Whiting-Turner Project Team must appropriately document, distribute, and retain records of quality management-related efforts including, but not limited to, meeting minutes, review notes, and observation and inspection reports.
- Where “subcontractor” or “trade” are used in this document, these terms may refer to a subcontractor, trade partner, or trade contractor and are used interchangeably.
- Where the general term “Project Team” is referenced in this document, this represents the collective project team including the Owner, designers, Whiting-Turner, subcontractors, etc.

## 1. Introduction

The purpose of this project-specific QMP is to support our Project Team's ability to build with quality as a foundation, striving to build right the first time every time. Our quality management efforts, which include both quality assurance and quality control, will begin by explicitly identifying and understanding what our Owner values and prioritizes relative to the delivery of this project. All work must be in conformance with the Contract Documents, which must reflect what we have agreed to provide.

## 2. Quality Management Plan Administration

### a. Roles & Responsibilities of the Whiting-Turner Project Team

The Whiting-Turner Project Team must take responsibility and ownership of the development, delivery and documentation of the project-specific QMP. Quality roles and responsibilities must be clearly and appropriately established based on knowledge and experience, promoting a sense of ownership for each definable feature of work (DFoW). Roles include the following at a minimum:

#### **Project Quality Manager (or Coordinator) [TBD]**

Works with the Project Team to set up and maintain the project-specific QMP and related processes, including documentation. Sets and facilitates Pre-Installation Meetings (Preparatory Phase). Reports quality progress and metrics to the Project Team. In addition to the Lead Project Manager, Lead Superintendent and the Whiting-Turner Project Team, the Project Quality Manager (or Coordinator) has the authority to stop work at any time if necessary, to confirm quality standards are met.

#### **Lead Project Manager [TBD]**

Participates in the development and execution of the project-specific QMP. Ensures participation of trades in the development and execution of the project-specific QMP. Develops subcontracts to include and enforce quality standards. Coordinates Owner and AHJ participation in Pre-Installation Meetings.

#### **Lead Superintendent [TBD]**

Participates in the development and execution of the project-specific QMP. Leads and conducts Initial and Follow-up Phase inspections. Enforces continuous compliance with project quality standards by subcontractors.

#### **Whiting-Turner Project Team** *(includes team members not specifically named above)*

Participates in all phases of the execution of the project-specific QMP. Supports the Quality Manager and Lead Superintendent in enforcing quality standards and executing quality-related roles and responsibilities as defined.

#### **Regionally Dedicated Quality Manager [TBD]**

Supports the Whiting-Turner Project Team while connecting them to the appropriate corporate resources.

### b. Trade Responsibilities

Each trade is responsible for assuring that its work is in compliance with the Contract Documents. Each trade is required to participate in the execution of this project-specific QMP and documentation

of the same. Trade-Specific Quality Management Plans (TSQMPs) that have been submitted by the trade and reviewed by the Whiting-Turner Project Team will be kept on file by Whiting-Turner and furnished upon request to the Owner and design team. Completeness and adequacy of these TSQMPs is the responsibility of the trade, inclusive of any additions or adjustments to the TSQMPs as project conditions and contract documents change.

Trade-specific documentation will be reviewed at the discretion of the Whiting-Turner Project Team. Corrections of any deficiencies in documentation are to be made promptly by the trade. All trades must be represented by the appropriate personnel and are required to participate in project meetings from pre-installation through close-out.

Each trade is responsible for determining the appropriate means and methods for performing its work as well as compliant installation tolerances subject to review by Whiting-Turner. All trades must communicate with one another in an effort to eliminate conflicts, especially where multiple scopes of work interface.

### c. Tracking and Communication

#### i. Tracking Tools and Processes

Process	Tracking / Management Tool
Document control (maintaining current drawings, specifications, etc.)	TBD
Documentation of tests and inspections	TBD
Submittals	TBD
Constructability reviews	TBD
Quality incident tracking log	TBD
Quality metric reporting	TBD
Punchlist	TBD

### d. Continuous Improvement

Continuous improvement is a priority on this project. Processes, protocol and expectations have been established to help all on this project continuously improve successful delivery. The Project Team will engage in root cause analysis for identified issues. At all Pre-Installation Meetings as well as weekly or bi-weekly quality tracking meetings, the Project Team will track and document lessons learned.



### 3. Planning and Execution

#### a. Planning: Pre-Preparatory Activities

The following pre-preparatory activities should be completed prior to advancing into the 3 Phases of Quality:

##### i. Complete a quality planning meeting prior to construction start

The Whiting-Turner Project Team must coordinate with their regionally dedicated Quality Manager to schedule and perform a quality planning meeting at the time of project kick-off. This meeting with the Whiting-Turner Project Team will include review of the project-specific QMP template and discussion of the processes and protocols that will be used throughout the project, including definition of metrics, which will be used to measure the quality health of the project.

##### ii. Perform constructability reviews

With each issuance of design documentation, the Project Team will perform a constructability review and communicate concerns related to constructability, coordination, performance, operation and value. Issues raised will be reviewed with the Owner and design team, vetted and properly documented as necessary. Constructability reviews will be performed upon every issuance of documents, including change directives.

##### iii. Identify DFoWs, highlighting those that are critical

A DFoW is defined as any task that is separate and distinct from other work, has separate control requirements, or is identified by different trades or disciplines and is usually unique in nature. At the project onset, the Whiting-Turner Project Team will identify and log each of the DFoWs for the project along with their related requirements (e.g. mock-ups, first work inspections, follow-up inspections, etc.). Critical DFoWs, both defined as critical by corporate policy (reference Section 4.b.) and additional items as determined by the Project Team, are highlighted in the DFoW log to encourage special consideration and focus. The DFoW log will be used as a tracking tool throughout the project to monitor progress. See Appendix A for Definable Features of Work Log.

##### iv. Align with leadership, maintaining a common understanding of quality planning, execution and health

Develop an understanding with project leadership, including Whiting-Turner and the Owner, on how success related to quality will be tracked and measured for this project.

##### v. Participate in regular visits/check-ins with regionally dedicated Quality Manager

The Whiting-Turner Project Team will meet regularly with their regionally dedicated Quality Manager to review the project-specific QMP, project progress and quality health indicators.

##### vi. Submittal review and approval

Submittals will be reviewed by trades prior to submission to the Whiting-Turner Project Team, which will subsequently review them prior to transmission to the design team. Additionally, submittals and means and methods for each DFoW will be coordinated with other DFoWs as appropriate. Approved submittals will be shared with affected or potentially affected trades for coordination. Submittals should be reviewed and approved prior to Phase 1 of each DFoW.

<See Sample Verbiage Example in the Whiting-Turner Project Team Support Documents>

## b. Execution: 3 Phases of Quality

The 3 Phases of Quality refer to the breakdown of activities by definable feature of work (DFoW) into a Preparatory Phase, Initial Phase and Follow-up Phase. Repeat these phases for each DFoW.

### i. Phase 1 Preparatory | Set Standards and Expectations

The Preparatory Phase includes all efforts to make the jobsite, materials and installing contractor ready for installation to begin. All project stakeholders (including the Owner, designers, Whiting-Turner, trades, vendors, manufacturers and inspectors) are expected to actively participate in the Preparatory Phase of this project-specific QMP. Steps in this phase include

#### 1. Pre-Installation Meetings

The Project Team is committed to developing a common understanding of the project's requirements prior to the start of work. Therefore, a Pre-Installation Meeting will be held for every DFoW. These meetings will include, at a minimum:

- a. **Participation by all stakeholders** for the referenced DFoW. This includes, but is not limited to, Whiting-Turner, the installing contractor (including field supervision responsible for the work), designers as applicable, inspectors, Owner representatives and Authorities Having Jurisdiction (AHJs). Participation by Owner representatives and AHJs is strongly encouraged, but at their discretion unless contractually required otherwise.
- b. **Review of specification sections** relevant to the DFoW, including quality requirements and related standards.
- c. **Review of Initial Phase requirements** and development of a plan to ensure the requirements are met. This may include mock-ups and/or inspections of first work in place with documented reviews.
- d. **Review of the status of related submittals and RFIs** as well as identification of new RFIs or clarifications required prior to commencement of work.
- e. **Review of any existing construction and/or prior work** by other trades that the DFoW will be building upon. The installing contractor will have reviewed the prior work of others in advance of the meeting, and any concerns not yet addressed will be discussed.
- f. **Discussion of the means and methods** of performing the work, including an Activity Hazard Analysis (AHA). At the time of the meeting, the AHA is to include the anticipated hazards associated with the DFoW under review. However, the AHA is to be updated and refined at the time the work begins to ensure its completeness and accuracy in accordance with the project safety requirements. The intent of this portion of the meeting is to inform stakeholders of these details, not establish or approve them.
- g. **Distribution of meeting minutes** to all meeting participants and stakeholders. These minutes will become part of the project record and will be used as a reference during the Initial and Follow-up Phases.

See Appendix E for a sample agenda for a Pre-Installation Meeting.

## 2. Set Standards and Expectations

Diligently review and verify that the Contract Documents reflect the collective team's common understanding of project expectations. Confirm that these expectations reflect what we have agreed to provide in accordance with the Contract.

### ii. Phase 2 Initial | Verify Terms of Acceptance

The Initial Phase serves as the Project Team's first opportunity to evaluate the work of the installing contractor, confirm the common understanding of requirements and expectations set in the Preparatory Phase, and establish workmanship standards. Mock-ups required by the Contract Documents or otherwise agreed to be necessary during the pre-preparatory and preparatory activities will be reviewed during this phase. Otherwise and in addition to mock-ups, the first representative portion of installed work will be reviewed (i.e. "first work inspection"). Pre-Installation Meeting minutes will be revisited to confirm the stakeholders' understanding of the requirements and any additional clarifying expectations of the DFoW. Initial Phase inspections will be documented according to the process described in Section 2.c.

### iii. Phase 3 Follow-up | Validate Installation

Continued inspections in the Follow-up Phase – both scheduled and ongoing unscheduled – serve to confirm continued compliance with the Contract Documents and adherence to the standards established in the Preparatory and Initial Phases. Inspection methods and frequencies are defined in the Testing and Inspection Log in Appendix B. All inspections, whether conforming or non-conforming, will be logged according to the process defined in Section 2.c. The Project Team and subcontractors will remain committed to timely remediation and close-out of non-conformances, also ensuring photographic documentation of remediated non-conformances associated with any photographed non-conformances. All non-conformances must be tracked and closed with the appropriate sign-offs of the parties that originally identified and logged the non-conformance.

The Project Team will use project-specific checklists for appropriate DFoWs to review installed work. The Project Team will use a continuous punch approach (see Section 7.h).

## 4. Third-Party Inspections

As required by the Contract Documents, the Project Team will engage special inspectors and laboratories as participants in the project-specific QMP, all of which are required to meet and maintain the qualifications specified by the Contract Documents. Each must submit testing documentation and reports in accordance with the defined processes and expectations in a timely manner consistent with the project schedule. A list of required tests and inspections is included in Appendix B. See Appendix D for qualifications and credentials of each special inspector and laboratory as required.

Whiting-Turner is to be given copies of all third-party inspectors' reports. All third-party inspectors must be involved in mock-ups and first work inspections. All third-party inspections and associated reports will be incorporated into the project-specific QMP documentation and tracking protocol. Authorities Having Jurisdiction (AHJ)

Each trade is responsible for ensuring their work is compliant with the Contract Documents and all applicable laws, codes, rules and regulations, as well as planning and managing each inspection. General AHJ inspections such as those for Certificate of Occupancy will be coordinated and hosted by Whiting-Turner. Trades with scope under review during general inspections are required to attend the inspections.

### a. Minimum Critical DFoWs Requiring Third-Party Inspections per Corporate Policy

Whiting-Turner corporate policy mandates that the following items be carefully inspected by competent, experienced, independent inspectors. The Owner may provide these services directly or the third-party inspectors may be hired through Whiting-Turner provided that the inspections are happening correctly and as often as needed, performed by competent experts in that field and provide an unbiased, objective account of the project conditions.

Critical Definable Feature of Work requiring third-party inspections per corporate policy	Contracted by			DFoW not in project scope
	Owner	Whiting-Turner	Trade	
Initial project surveys and controls				
Structural earthwork				
Pilings, caissons and similar deep foundation systems				
Structural concrete				
Structural masonry				
Structural steel				
Building envelope system*				
Any other DFoW involved in the structural integrity of the work				

\*Building envelope system: The Whiting-Turner Project Team will engage a building envelope consultant to review the design, submittals, mock-ups and first work installations. The consultant will also identify potential areas of concern, propose appropriate, potential modifications to the design team and confirm that materials and installation methods are in accordance with the Contract Documents (*still maintaining the latter as a primary responsibility of the subcontractor*). See the Building Envelope TSQMP accompanied by credentials in the Appendix.

### b. Factory Acceptance Testing

The purpose of factory acceptance tests (FATs) is to assure that equipment is acceptable for use on the project prior to shipment according to manufacturers' and designers' standards. Below is a summary of items that have been selected for factory acceptance testing. This list is intended to include all contractually required FATs. Each trade is responsible for submitting its FAT plan for each applicable DFoW to Whiting-Turner prior to performing testing. The vendor is responsible for conducting and documenting the FAT as well as hosting project representatives during testing.

Pumps

### c. Commissioning

The Project Team will establish a plan for commissioning electrical, mechanical and other systems in accordance with the Contract Documents. Delivery inspections, pre-start-up inspections (i.e. pre-

functional), vendor start-up and post-start-up inspections are described in the TSQMPs. Functional testing and enhanced commissioning are described in the project-specific commissioning plan under separate cover.

## 5. Trade-Specific Quality Management Plans (TSQMPs)

Subcontractors must document their TSQMPs prior to mobilizing on site. The TSQMPs will be reviewed by the Whiting-Turner Project Team. Subcontractors are responsible for sub-tier subcontractors and vendors following all project quality requirements.

TSQMPs should address the following:

### a. GENERAL:

- i. The TSQMP is project-specific and comprehensive.
- ii. Include acknowledgement and commitment to actively participate in execution of the project-specific QMP.
- iii. Describe process to be used for document control and maintenance of as-built documentation.

### b. ROLES & RESPONSIBILITIES:

- i. Designate trade's on-site quality management representative(s).
- ii. Clearly identify which trade personnel have authority to stop work when a quality issue is identified.

### c. PLANNING FOR QUALITY:

- i. Describe how this trade plans to install all work right the first time. What is the trade's quality plan or process?
- ii. Identify and address specific risk issues for trade's scope.
- iii. Identify who will attend the trade's Pre-Installation Meeting(s).
- iv. Identify manufacturers or vendors that must be available for Pre-Installation Meeting(s).

### d. ACCOUNTABILITY AND INSPECTION TRACKING:

- i. Identify how each trade will track, communicate and resolve its quality issues including non-conformances.
- ii. Provide checklists for work to be performed.
- iii. Define roles and responsibilities related to third-party inspection coordination.
- iv. Establish a process to gather all required quality documents and certifications.

## a. Constructability Reviews

- i. Readiness for field use
- ii. Coordination between disciplines

## b. Integration and Collaboration with Collective Team during Design

- i. Planning check-in frequency
- ii. Defined decision process regarding design

<See Sample Verbiage Example in the Whiting-Turner Project Team Support Documents>

### c. Procurement

As key inspections are conducted during the procurement and delivery process, the project schedule will be used by the Project Team to plan the following:

- i. **Factory Acceptance Tests** – see section 4.c. for more detail. FATs will be planned with distinct activities in the project schedule.
- ii. **Delivery Inspections** – with the delivery of material and equipment to the project site, inspections for material compliance will be conducted and documented. Delivery activities or milestones will be established in the schedule for key items requiring special focus for inspection.

### d. Project Scheduling

All stakeholders must be aware of the project schedule and be prepared to support all quality-related activities and milestones.

- i. **Scheduling of Pre-Installation Meetings** – Pre-Installation Meetings will be included in short-term look-ahead schedules. The Project Team may identify DFoWs for which they will include Pre-Installation meetings in the long-term forecasting (CPM) as a network of related activities.
  - ii. **Scheduling of Mock-ups and First Work Inspections** – Initial Phase inspections include mock-ups and first work inspections. Contractually required mock-ups will be included as activities in the long-term forecasting (CPM). First work inspections will be included, at a minimum, in the short-term look-ahead schedules. For each DFoW, the mock-up inspections and associated documentation will be predecessors to the installation of the respective features of work.
- e. **Scheduling of Testing and Inspections** – Follow-up Phase inspections will not all have corresponding distinct activities in the schedule due to the expected quantity. Rather, inspections are summarized in the Testing and Inspection Log with distinct, key tests and inspections pulled into the long-term forecast (CPM), particularly those with critical handoffs. As-Built Documentation Process

As-built documentation will be managed as a DFoW. It will have its own Preparatory Phase (including a meeting), Initial Phase (including confirmation of the intended level of detail) and Follow-up Phase (including comparison of conditions in the field with the documentation to confirm accuracy).

### f. Operation and Maintenance (O&M) Manual Compilation

O&M manual compilation will be managed as a DFoW. It will have its own Preparatory Phase (including a meeting), Initial Phase (including confirmation of conformance with the agreed-upon format and completeness of initial sections) and Follow-up Phase (including a final review for completeness before submission).

### g. Close-out

- i. **Continuous Punch**

The Project Team will use a continuous punch, “close-as-you-go” approach for the duration of the project to strive for zero punchlist items, which will also help to verify that all work is complete to streamline close-out and turnover.

**ii. Completion List**

As project elements near completion, completion lists will be created and managed to ensure all scope is complete prior to final punch-out. Completion lists are not considered punchlists; they are lists of remaining tasks to be performed.

**iii. Pre-Punch**

The Project Team will perform a pre-punch process on project elements as they near completion. This means identifying and correcting deficient items early to avoid a bottleneck at the end of the project. This precedes the formal Final Punch-out with the owner and design team.

**iv. Final Punch-out**

The project punch-out process will be managed as a DFoW. Stakeholders will participate in a Preparatory Phase meeting to establish the document management process and define participants in future punchlist compilation walks. Additionally, at this meeting, the Project Team will establish the approval and sign-off process for non-conformance corrections. It is important to differentiate between unacceptable work, requests for additional scope, and work in progress.

DISCLAIMER: Effective January 2019, all contractors and subcontractors on Whiting-Turner’s projects are expected to be in full compliance with all applicable requirements of Whiting-Turner’s project-specific Quality Management Plan (QMP). The information contained in this QMP 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 aspects of work under their control. This QMP is also not intended to be all inclusive or replace a contractor’s or subcontractor’s corporate or site-specific quality management plan and is not intended to, nor shall it, supersede any federal, state, local and other applicable laws, codes, rules, regulations, and/or practices. All contractor’s and subcontractor’s site-specific quality management plans must meet or exceed the requirements of the Whiting-Turner project-specific Quality Management Plan, the contract documents (including any applicable Owner Quality Management Plans referenced therein), and all federal, state, local and other applicable laws, codes, rules, regulations, and/or practices.

This QMP and all information contained herein 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 QMP and makes no representations to such 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.

**EXHIBIT F****EXTRA WORK / CHANGE ORDER PROCEDURE**

Whiting-Turner may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the Contract Amount being adjusted accordingly. All such changes in the work will be authorized by Change Request Authorization and will be performed so as not to impact schedule, progress of other ongoing work, or final project completion time unless otherwise so stated. The Contract will be adjusted by Contract Supplement via the procedures described below:

- I. General Procedures
  - A. Upon recognition of the need for extra work, Whiting-Turner will request of the subcontractor's job representative either a Lump Sum or a Time and Materials Not-To-Exceed proposal for the change. The subcontractor shall have no more than seven (7) working days to price the change as requested. The subcontractor may have more time if agreed to by Whiting-Turner in advance.
  - B. At the time that an item of extra work is recognized, the subcontractor will receive one of five (5) possible instructions from Whiting-Turner. The instructions will be issued on a Change Request / Authorization Form and are described below.
    1. Price Only:  
Do not proceed with this work until your proposal has been approved.
    2. Proceed (no impact):  
Proceed with this work provided you agree it has no cost or schedule impact which agreement we will assume confirmed unless you notify us otherwise in writing within five (5) days from the date of this CRA.
    3. Proceed and Price:  
Proceed with this work immediately upon request even though change proposal pricing has not yet been received by Whiting-Turner. If requested, the subcontractor shall furnish time and material tickets until your proposal is approved
    4. Proceed T & M NTE:  
Proceed with this work on a time and material basis for a not to exceeded price. Furnish time and material tickets to Whiting-Turner for verification daily.
    5. Proceed T & M:  
Proceed with this work on a time and material basis. Furnish time and material tickets to Whiting-Turner for verification daily.
  - C. The original Change Request / Authorization will be sent to the Subcontractor's office and a copy provided to his field representative. **NO EXTRA WORK WILL BE CONSIDERED FOR PAYMENT WITHOUT A CHANGE REQUEST AUTHORIZATION FROM WHITING-TURNER.**
  - D. All extra work price proposals shall be submitted with detailed cost and pricing back-up that substantiates the amount claimed. Whiting-Turner and the owner will thoroughly review all change proposals.
- II. Pricing
  - A. Lump Sum  
A lump sum change proposal shall consist of an itemization of the subcontractor's direct costs including: material, labor, equipment rental, and 1<sup>st</sup> tier subcontractors. The allowable markup on direct costs shall be as listed below.
    1. 10 % combined overhead and profit on straight time labor without payroll taxes and insurances. Payroll taxes and insurances are to be added at cost.
    2. Premium portion of overtime and its associated taxes and insurances shall be reimbursed at cost. No overhead and profit is allowed on overtime costs.
    3. 10 % combined overhead and profit on material costs and equipment rental costs. For subcontractor owned equipment with value greater than \$ 300.00, 75 % of the current AED rental rate is allowed.
    4. 10 % combined overhead and profit on a tiered subcontractor costs. The 10% is to include both the tiered subcontractor's overhead and profit and the subcontractor's overhead and profit.



5. The labor included in any change proposal shall only be from the general foreman level on down. No superintendent or assistant superintendent time shall be included in a change proposal unless specifically approved in advance. Other salaried project supervision shall not be included.
  
- B. Time and Material, Not-to-Exceed (T&M NTE)  
This type of change proposal shall be priced in the same manner and by the same terms as the lump sum proposal. The price shall consist of a projection of the expected costs with the same mark-ups for overhead and profit. However, the final change amount shall be the smaller of either the tally of daily tickets or the T&M, NTE proposal price.
  
- C. Time and Material (T&M)  
When jobs are performed on a purely T&M basis, a budget must be submitted prior to the start of work unless specifically authorized by Whiting-Turner. The contractor must monitor actual costs incurred vs. the established budget for the work. When it appears that the costs may exceed the established budget, it is the responsibility of the contractor to inform Whiting-Turner. Cost overruns of the established budget may not be considered for compensation if this procedure is not followed. T&M tickets will not be signed in the field without time and estimated cost included.
  
- D. Time and Material Not-to-Exceed, Time and Material
  1. When work is performed on a T&M or a T&M NTE basis, the Contractor will present his own and his subcontractors' T&M tickets for signature. Tickets will be legible and be of a format approved by Whiting-Turner. Whiting-Turner will be the sole judge as to the acceptability of the Contractor's T&M ticket. If more than one T&M or T&M NTE job is being performed on a specific day, a separate T&M ticket must be turned in for each job. T&M tickets must be turned in for signature within one (1) business days of the work being performed or will not be considered for compensation.
  
  2. Daily tickets, prior to being signed, will contain each laborer's man-hours, and any material or equipment used. Time and Material tickets will contain all applicable charges for each Change Request Authorization. If an item does not appear on the T & M ticket at the time of signature, it will not be considered for compensation. The Change Request Authorization number must be clearly indicated on each ticket.
  
  3. Within 7 calendar days of the last labor performed on a T&M NTE or a T&M Change Request Authorization the Contractor will submit to Whiting-Turner a Change Request package consisting of the following:
    - a. The original Change Request Authorization
    - b. A Time and Material ticket Summary Sheet with the Change Request Authorization number, the T&M ticket number, the date of the T&M ticket, the total of each individual ticket, and the total of all of the tickets.
    - c. Original signed Daily Tickets, arranged by Contractor and/or his Subcontractor in chronological order.
    - d. All material invoices.
    - e. Equipment rental invoices, if applicable

The owner and/or construction manager reserves the right not to entertain any request for payment not submitted within the 7 calendar days allowed. The contractor is not to petition the owner directly for any charges that have been denied by the construction manager or for any other reason without the consent of Whiting-Turner.
  
  4. T&M Tickets:
    - a. Daily T & M tickets will have been properly extended using labor rates submitted with the Bidder's Proposal. An employee's time will be accounted for when his work begins at the jobsite on the task being performed under T&M. The subcontractor will not be reimbursed for travel time to and from the job site.

- b. Materials will be summarized on the T&M ticket using the invoice, delivery ticket, or packing slip number and the associated cost or portion thereof that pertains to that particular Change Request Authorization. A copy of the delivery ticket, or packing slip associated with the material for that day is to accompany the T&M ticket. Mark-up on material is to be shown as a separate line item Shipping charges do not need to appear on the T&M ticket as they may not be available in time to meet the two day requirement for signature.
- c. Contractor owned equipment with value greater than \$300.00 may be charged at 75% current AED rental rates but must be included on the T&M ticket when it is presented for signature along with its associated cost.
- d. Rented equipment may be charged only when accompanied by appropriate invoice back up and must appear on the T&M ticket when it is presented for signature along with its associated cost. Mark-up on equipment rental is to be shown as a separate line item.
- e. Incidental tools (value less than \$300.00) are included in the allowable mark-ups for Overhead and Profit.
- f. Mark-ups for overhead and profit shall be the same as those defined in Pricing Section A.

III. Definition of Overhead

- A. The term overhead as used above, shall be considered to include the below listed items for all types of change proposals.
  - 1. All insurances and taxes other than FICA, FUTA, SUTA, and Workman's Compensation.
  - 2. Field and Office Supervision above the general foreman level.
  - 3. Assistants and Clerical Personnel
  - 4. Small tools, vehicles, incidental job burdens, and general office expense.
  - 5. All home and field office expenses.
- B. Incidental job burdens include, but are not limited to, review and coordination, estimating, and expediting relative to contract changes that are associated with field and office supervision.
- C. No overhead and profit shall be allowed on FICA, FUTA, or SUTA. The above terms are applicable for all tiers of subcontractors.

IV. Contract Supplement

- A. After review and approval of the Contractor's request, a Contract Supplement will be issued for either, (1) the Lump Sum amount, (2) the T&M amount or (3) the lesser of the T&M and the "Not-to-Exceed" figures, depending upon the type of Change Request Authorization originally issued.
- B. Upon receipt of the executed Contract Supplement, the Contractor may submit for payment of the same on the next monthly application for payment.

V. Delays

- A. The Construction Manager shall not be liable to the Subcontractor for additional compensation, an extension of time, or damages of any kind arising out of delay or interference with the Subcontractor's work unless such delay interference is caused by the gross negligence or intentional misconduct of the Construction Manager. In the event that the Construction Manager obtains a time extension or additional compensation from the Owner or others for delay or interference, Subcontractor shall be entitled to such time extension and to share pro rata in such additional compensation, each as determined in the good faith judgment of the Construction Manager. The Owner shall have the right at any time to delay or suspend the work or any part thereof and an extension of time shall be the sole exclusive remedy of Subcontractor for such delays or suspensions.
- B. In the event of any dispute under this Subcontract or as to the work performed, Subcontractor shall continue to diligently perform the work as directed by Construction Manager without interruption, deficiency or delay.

- C. Should a delay be recognized that causes direct cost impact to a subcontractor, then the pricing guidelines listed below shall be used for a change.
  - 1. Only additional **direct** labor, material, and / or equipment costs will be considered for approval in a change proposal due to delay.
  - 2. No **indirect** costs of any kind shall be considered as a part of delay change pricing.
  - 3. No formulas such as, but not limited to, the Eichleay formula shall be used in the calculation of any part of a change proposal.
  - 4. Lost opportunity for profit shall not form a part of any change proposal.
  - 5. Extra costs to subcontractors due to delays that have been determined to be legitimate shall be reimbursed at cost. No overhead and profit shall be allowed.

VI. DISPUTED CHANGE REQUEST AUTHORIZATION

- A. When during the course of the project a dispute arises as to whether an item is included in the Subcontractor's current Scope of Work, every effort will be made between the Subcontractor's and Whiting-Turner's field personnel to come to an agreement.
- B. Failing this, and so as not to delay work, Whiting-Turner may issue a "Disputed Change Request Authorization" directing the Subcontractor to proceed with the work in question and maintain daily signed Time and Material records. This document is in no way to be construed as an admission or agreement that the work is an extra to the Subcontract or that the Subcontractor will receive payment, but only recognizes the Subcontractor's claim to that effect. The office management of both Whiting-Turner and the Subcontractor will later attempt resolution. A "Disputed" Change Request Authorization can be converted into a regular Change Request Authorization or voided any time an agreement is reached.
- C. Should disagreement still remain, Whiting-Turner will make an unprejudiced presentation of the Claim to the Owner / Development Manager, whose decision will be final and binding.
- D. Under no circumstances are any disputes or disagreements regarding Change Request Authorization to jeopardize the progress of the work and or the overall project schedule.
- E. Under no circumstances is the subcontractor to directly petition the owner or development manager for resolution of a disputed Change Request Authorization or for resolution of any other dispute without authorization from Whiting-Turner.

**EXHIBIT G****SUBCONTRACT PRICE RECAP**

The following is a breakdown of our Lump Sum Pricing for the specific bid items as outlined below (this breakdown is in no way to exclude any items specifically described in the contract documents).

<b>Item No.</b>	<b><u>Description</u></b>	<b>Amount</b>
1.	Mobilization	\$50,000.00
2.	SWPPP Installation, maintenance and removal	\$35,000.00
3.	Demolition	\$42,500.00
4.	Clear / Grub / Strip / Stockpile / Grading	\$900,000.00
5.	Storm Water (including underground detention system and WQS)	\$675,000.00
6.	Domestic Water (includes aggregate base)	\$90,000.00
7.	Sanitary Sewer (includes aggregate base)	\$85,000.00
8.	Oil/Water Separator (OFICI)	\$25,000.00
9.	Aggregate at Building Pad	\$50,000.00
10.	Concrete Aggregate Base	\$705,000.00
11.	Increase in Aggregate Base for Asphalt Paving Alternate (Sheets C131A-C)	\$167,140.00
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.	Payment & Performance Bond	\$70,620.00
	<b>Total (equal to subcontract total):</b>	<b>\$2,895,260.00</b>

**Sales Tax**

Sales tax has been included.

**EXHIBIT H**

**ALTERNATES, UNIT PRICES, LABOR RATES, & EQUIPMENT RATES**

**ALTERNATES**

The following prices quoted are complete in every respect and include moneys as necessary to make all changes to this project to implement each alternate.

<b>Item No.</b>	<b><u>Description</u></b>	<b>Amount</b>	<b>Status</b>
1.	Furnish & Installation of Oil / Water Separator	\$25,000.00	Approved included.
2.	Deduct for Aggregate Base if base concrete system is used.	\$167,140.00	Not accepted at this time
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	
11.		\$	
12.		\$	
13.		\$	
14.		\$	
15.		\$	
16.		\$	
17.		\$	
18.		\$	
21.		\$	
22.		\$	
23.		\$	
24.		\$	
25.		\$	

**EXHIBIT H (continued)****UNIT PRICES**

Submitted below are unit prices for added or deleted work that will be used in calculating the adds to and deducts from this work. Each item includes a description and unit of measure and includes the associated add/deduct labor and material value for item described. Requests to utilize unit price vehicles, such as MCA, NECA, Means, etc. must be identified within the proposals and clearly describe adjustment multipliers for specific conditions.

<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price Add/Delete</b>
1.	Contaminated Soil Removal / Haul (Includes equipment & Operator, does not include dump fees or environmental permits)	CY	\$20.00
2.	Unsuitable Soil Removal / Haul (Includes Equipment & Operator)	CY	\$20.00
3.	Standard Cut / Haul (Includes equip., operator, assumes no swell %)	CY	\$20.00
4.	Standard Cut / Place (Includes equip., operator, assumes no swell %)	CY	\$15.00
5.	Select Fill (Includes equip., operator)	CY	\$25.00
6.	Unclassified Fill (Includes equip., operator)	CY	\$20.00
7.	Aggregate Base (Includes equip., operator)	CY	\$80.00
8.	Crushed Rock or AB Under Paving	SF	\$9.00
9.	Scarify Moisture Condition	SF	\$3.00
10.	Fly Ash	SF	\$4.00
	Utilities		
33.	1" PVC (3' depth, includes standard compaction, excludes flowfill)	LF	\$6.00
34.	2" PVC (3' depth, includes standard compaction, excludes flowfill)	LF	\$7.00
36.	2" Pex (3' depth, includes standard compaction, excludes flowfill)	LF	\$8.00
38.	LF of 6"PVC (3' depth, includes standard compaction, excludes flowfill)	LF	\$36.00
66.	Extra cost for Shoring 4'-10'	LF	\$12.00
67.	Extra cost for Shoring 10'-15'	LF	\$22.00
68.	Extra cost for Shoring 15' and up	LF	\$35.00

**Notes on Unit Prices**

- Unit prices may be used for applicable changes and are complete in every aspect, including costs for all labor, material, equipment. Consideration for taxes, bond and overhead and profit is excluded in these unit prices.
- The Construction Manager at his discretion and desire, may order extra work to be performed on a "time and material" basis instead of on a unit price basis. T&M work will require verification (signed tickets, etc.) on a daily basis.
- All items listed above shall be measured as **in-place** quantities.

**EXHIBIT H (continued)**

**LABOR RATES**

Project: **QuikTrip #7242**  
**Gulfport, MS**

Craft Description:  
 (e.g. carpenter, laborer, electrician, plumber, ironworker)

	Foreman (salary or non-salary)		Skilled Labor		Operator (non-salary)		Unskilled Labor		Other: _____	
	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT
1. Base Rate	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2. Fringes / Benefits (____%)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3. Insurances (____%)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4. Taxes (FICA,FUTA,SUTA)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL COST</b>	<u>\$ 38.00</u>	<u>\$57.00</u>	<u>\$25.00</u>	<u>\$37.50</u>	<u>\$35.00</u>	<u>\$52.50</u>	<u>\$18.00</u>	<u>\$27.00</u>	<u>\$</u>	<u>\$</u>

These rates will be used to verify time and material charges and pricing on changes. These rates include all fringe benefits, insurance, but not contractors' overhead and profit, taxes or bond. If these rates are for work to be performed by 2<sup>nd</sup> tier subcontractors, then they shall include all costs, overhead and profit of 2<sup>nd</sup> tier subcontractor. All rates must adhere to the minimum wage scale requirements.

**Note: Use separate form for each applicable craft.**

**EXHIBIT I**

**CONTRACT DRAWING and SPECIFICATION LOG**

This subcontractor attests that the following pages (1-11), as part of Exhibit I are included as basis for this subcontract.



## Exhibit I

**QUIK TRIP #7242  
DRAWINGS LOG**

Drawing Number	Drawing Title	Bid Set 02/25/2022					
<b>General</b>							
COVER	COVER SHEET	X					
N101	GENERAL INFORMATION	X					
N102	ADA COMPLIANCE	X					
<b>Civil</b>							
C001	COVER SHEET	X					
C002	ALTA / NSPS LAND TITLE SURVEY	X					
C003	ALTA / NSPS LAND TITLE SURVEY	X					
C004	ALTA / NSPS LAND TITLE SURVEY	X					
C030	DEMOLITION PLAN	X					
C100	OVERALL SITE PLAN	X					
C101	SITE PLAN (WEST)	X					
C102	SITE PLAN (MIDDLE)	X					
C103	SITE PLAN (EAST)	X					
C104	SITE SIGNAGE	X					
C110	OVERALL GRADING PLAN	X					
C111	GRADING PLAN (WEST)	X					
C112	GRADING PLAN (MIDDLE)	X					
C113	GRADING PLAN (EAST)	X					
C114	BUILDING ISLAND GRADING PLAN	X					
C115	ACCESS DRIVE DETAIL GRADING PLAN	X					
C116	CANOPY GRADING PLAN	X					
C117	FUEL TANKS AND TRUCK SCALE DETAIL GRADING PLAN	X					
C118	ADA COMPLIANCE REFERENCE PLAN	X					
C120	STORM SEWER PLAN (WEST)	X					
C121	STORM SEWER PLAN (MIDDLE)	X					
C122	STORM SEWER PLAN (EAST)	X					
C123	STORM SEWER ALIGNMENT PLAN	X					
C124	STORM SEWER PROFILES	X					
C125	STORM SEWER PROFILES	X					
C126	AREA INLET PLAN	X					
C127	DRAINAGE AREA MAP	X					
C130A	CONCRETE PAVING PLAN (WEST)	X					
C130B	CONCRETE PAVING PLAN (MIDDLE)	X					
C130C	CONCRETE PAVING PLAN (EAST)	X					
C131A	ASPHALT PAVING PLAN (WEST)	X					
C131B	ASPHALT PAVING PLAN (MIDDLE)	X					
C131C	ASPHALT PAVING PLAN (EAST)	X					
C133	BUILDING PAVING PLAN	X					
C140	EROSION CONTROL PLAN PHASE 1	X					
C141	EROSION CONTROL PLAN PHASE 2	X					
C150	UTILITY PLAN (WEST)	X					
C151	UTILITY PLAN (MIDDLE)	X					



Drawing Number	Drawing Title	Bid Set 02/25/2022					
XF214	DISPENSER & PIPING DETAILS	X					
XF215	CANOPY UTILITY PLAN	X					
XF216	AIR AND WATER DETAILS	X					
XF300	ELECTRICAL SITE PLAN	X					
XF301	UST AREA CONDUIT LAYOUT	X					
XF302	CONDUIT GENERAL INFORMATION & DETAILS	X					
XF303	DISPENSER CONDUIT LAYOUT & SECTION	X					
XF303.1	CANOPY CONDUIT LAYOUT	X					
XF304	DISPENSER CONDUIT LAYOUT & DETAILS	X					
XF305	UST CONDUIT LAYOUT & DETAILS	X					
XF306	UST CONDUIT LAYOUT & DETAILS	X					
XF307	VEEDER ROOT SCHEDMATIC & DETAILS	X					
XF308	VEEDER ROOT SCHEDMATIC & DETAILS	X					
XF309	SENSOR NUMBERING PLAN	X					
XF310	NEC CLASSIFIED AREAS	X					
XF311	DETAILS	X					
XF313	DETAILS	X					
XF320	DISEL FUELING AREA PLAN	X					
XF321	DISPENSER AND TANK FARM CONDUIT PLANS	X					
XF322	DISPENSER AND UST CONDUIT DETAILS	X					
XF323	VEEDER ROOT SCHEMATIC & DETAILS	X					
XF324	VEEDER ROOT DETAILS	X					
XF325	CANOPY CONDUIT / COMPRESSED AIR PLAN	X					
XF326	SENSOR NUMBERING PLAN	X					
XF327	ELECTRICAL SITE PLAN	X					
XF328	NEC CLASSIFIED AREAS	X					
XF329	ELECTRICAL DETAILS	X					
XF330	ELECTRICAL DETAILS	X					
XF401	UNDERGROUND PIPING SYSTEM PLAN	X					
XF402	UST SECTIONS	X					
XF403	TANK TOP EQUIPMENT DETAILS	X					
XF404	DISPENSER & ISLAND DETAILS	X					
XF405	DISPENSER & ISLAND SECTIONS	X					
XF406	UST, TRANSITION SUMP AND MISCELLANEOUS DETAILS	X					
XF407	UST & PIPING DETAILS	X					
XF408	DISPENSER & PIPING DETAILS	X					
XF409	DISPENSER & PIPING DETAILS	X					
XF410	VAPOR, VENT DETAILS	X					
XF410.1	VAPOR, VENT DETAILS	X					
XF420	UNDERGROUND FUEL PIPING SYSTEM PLAN	X					
XF421	UST DEADMAN & BURIAL DETAILS	X					
XF421.1	UST DEADMAN & BURIAL DETAILS	X					
XF422	UST DEADMAN DETAILS	X					
XF424	TANK TOP EQUIPMENT DETAILS	X					
XF425	TANK SIPHON SYSTEM PLAN AND SECTION	X					
XF426	DISPENSER & PIPING DETAILS	X					

Drawing Number	Drawing Title	Bid Set 02/25/2022					
XF426.1	DISPENSER & PIPING DETAILS	X					
XF427	DISPENSER & PIPING DETAILS	X					
XF428	DISPENSER & PIPING DETAILS	X					
XF429	VENT DETAILS	X					
XF300	OIL WATER SEPERATOR DETAILS	X					
XF600	BILL OF MATERIALS	X					
XF601	BILL OF MATERIALS	X					
XF602	BILL OF MATERIALS	X					
XF603	BILL OF MATERIALS	X					
	<b>Canopy</b>						
A-XC110	COLUMN & FOOTING LOCATIONS	X					
A-XC120	CANOPY FRAMING PLAN	X					
A-XC201	CANOPY ELEVATION	X					
A-XC301	CANOPY FOOTING DETAILS	X					
A-XC310	COLUMN WRAP DETAILS	X					
A-XC311	COLUMN WRAP DETAILS	X					
A-XC410	SECTIONS	X					
A-XC411	SECTIONS	X					
A-XC412	SECTIONS	X					
A-XC413	SECTIONS	X					
A-XC414	SECTIONS	X					
B-XC110	COLUMN & FOOTING LOCATIONS	X					
B-XC120	CANOPY FRAMING PLAN	X					
B-XC201	CANOPY ELEVATION	X					
B-XC301	CANOPY FOOTING DETAILS	X					
B-XC410	SECTIONS	X					
B-XC411	SECTIONS	X					
B-XC412	SECTIONS	X					
B-XC413	SECTIONS	X					
B-XC414	SECTIONS	X					
	<b>ARCHITECTURAL</b>						
A101	REFERENCE FLOOR PLAN	X					
A110	ROUGH DIMENSION FLOOR PLAN	X					
A120	REFLECTED CEILING PLAN	X					
A130	ROOF PLAN	X					
A201	EXTERIOR ELEVATIONS	X					
A202	EXTERIOR ELEVATIONS	X					
A210	INTERIOR ELEVATIONS	X					
A211	INTERIOR ELEVATIONS	X					
A212	INTERIOR ELEVATIONS	X					
A213	INTERIOR ELEVATIONS	X					
A214	RESTROOM ELEVATIONS	X					
A302	BUILDING SECTIONS	X					
A401	EXTERIOR WALL SECTIONS	X					



Drawing Number	Drawing Title	Bid Set 02/25/2022					
S501A	FOUNDATION SECTIONS	X					
S502	WALL SECTIONS	X					
S503	ENTRY SECTIONS	X					
S504	CANOPY FRAMING DETAILS	X					
S510	ROOF FRAMING SECTIONS	X					
S511	HOOD SUPPORT DETAILS	X					
S520	MISCELLANEOUS SECTIONS	X					
S521	MISCELLANEOUS SECTIONS	X					
S522	MONITOR SUPPORT & WALL DETAILS	X					
S530	LIGHT POLE BASE DETAILS	X					
S531	BOLLARD DETAILS	X					
S532	BOLLARD DETAILS	X					
S601	GENERAL INFORMATION	X					
	<b>Plumbing</b>						
P101	PLUMBING WASTE AND VENT FLOOR PLAN	X					
P102	PLUMBING WATER FLOOR PLAN	X					
P103	PLUMBING SLAB ROUGH-IN FLOOR PLAN	X					
P104	PLUMBING ROOF PLAN	X					
P201	PLUMBING ENLARGED RESTROOM PLANS	X					
P202	PLUMBING ENLARGED SERVICE COUNTER PLAN	X					
P501	PLUMBING WASTE VENT RISER DIAGRAM	X					
P502	PLUMBING WATER RISER DIAGRAM	X					
P503	PLUMBING WATER WALL ELEVATION	X					
P510	PLUMBING SECTIONS AND DETAILS	X					
P511	PLUMBING GENERAL DETAILS	X					
P512	PLUMBING SECTIONS AND DETAILS	X					
P600	PLUMBING SCHEDULES & NOTES	X					
	<b>Mechanical</b>						
M101	MECHANICAL DUCTWORK FLOOR PLAN	X					
M102	MECHANICAL PIPING FLOOR PLAN	X					
M103	MECHANICAL ROOF PLAN	X					
M501	MECHANICAL SECTIONS AND DETAILS	X					
M502	MECHANICAL DETAILS	X					
M601	MECHANICAL SCHEDULES	X					
M602	MECHANICAL GENERAL NOTES & SYMBOLS	X					
	<b>Electrical</b>						
E001	ELECTRICAL SITE PLAN	X					
E002	ELECTRICAL SITE PLAN	X					
E003	SITE LIGHTING FIXTURE SCHEDULE	X					
E004	SECURITY POWER & CONDUIT PLAN	X					
E005	SECURITY CAMERA PLAN	X					
E006	ELECTRICAL SITE DETAILS	X					
E007	ELECTRICAL SITE PLAN	X					













**EXHIBIT J**

**SCHEDULE**

Subcontractor is to evaluate all schedule activities and propose any activities to be added or deleted for cost/manpower loading purposes within 10 days of contract award. Provide activity description, duration, and logic ties to predecessors and successors.

SCHEDULED ATTACHED DATED: 08/08/22

This subcontractor attests that the following pages (1-6), as part of Exhibit P are included as basis for this subcontract.



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>P031323 - QuikTrip - Store #7242 (Gulfport)(8/2)</b>		264	264	25-Aug-22	13-Sep-23													
<b>Milestones</b>		264	264	25-Aug-22	13-Sep-23													
MILE1080	Owner Contract Executed	0	0	25-Aug-22	25-Aug-22													
MILE1020	Demo & Building Permits Received	0	0	25-Aug-22	25-Aug-22													
MILE1000	Construction Start / WT Site Mobilization	0	0	06-Sep-22														
MILE1050	Mobilize Equipment for Demo	0	0	06-Sep-22														
MILE1060	Site Settlement Requirement Start	0	0	04-Nov-22														
MILE1130	Site Settlement Requirement Complete	0	0		09-Jan-23													
MILE1140	Building Start	0	0	10-Jan-23														
MILE1160	Tile Complete	0	0		24-Mar-23													
MILE1120	Building Dried-In	0	0		29-Mar-23													
MILE1110	Permanent Power	0	0		19-Apr-23													
MILE1150	Site Pavements Complete	0	0		12-May-23													
MILE1170	WT Punchlist Complete	0	0		14-Jun-23													
MILE1180	QT Punchlist Complete	0	0		10-Jul-23													
MILE1070	Final Closeout Procedures	0	0		11-Jul-23													
MILE1030	4-Week Notification of Completion	0	0		18-Jul-23													
MILE1010	Substantial Completion / Turnover (TCO)	0	0		14-Aug-23													
MILE1200	Owner FF&E	0	0	13-Sep-23														
MILE1090	Store Opening	0	0	13-Sep-23														
<b>Concrete Pour Dates</b>		66	66	18-Jan-23	21-Apr-23													
CONC1080	Canopy Footings #1	0	0		18-Jan-23													
CONC1140	Canopy Footings #2	0	0		20-Jan-23													
CONC1060	Building Footings	0	0		30-Jan-23													
CONC1100	Scale Foundations	0	0		01-Feb-23													
CONC1090	Trash Enclosure Footings	0	0		02-Feb-23													
CONC1070	Building Slab	0	0		16-Feb-23													
CONC1110	Transformer Pad	0	0		20-Feb-23													
CONC1130	Canal St. Entrance	0	0		27-Mar-23													
CONC1120	Store Parking	0	0		31-Mar-23													
CONC1150	Canal Road Entrance	0	0		06-Apr-23													
CONC1160	Tank Top #1	0	0		13-Apr-23													
CONC1170	Tank Top #2	0	0		13-Apr-23													
CONC1180	Diesel Fuel Canopy Area	0	0		21-Apr-23													
<b>Mockup Reviews</b>		78	78	06-Feb-23	26-May-23													
MOCK1000	Concrete Paving (In-Place / Trash Enclosure) Mock-Up Review	0	0	06-Feb-23														
MOCK1010	Curb & Gutter Mock-Up Review (Machined Curb)	0	0	06-Feb-23														
MOCK1020	Brick Masonry (In-Place) Mock-Up Review	0	0	06-Feb-23														
MOCK1040	Floor / Wall Tile Mock-Up Review (In-Place)	0	0	30-Mar-23														
MOCK1050	Curb & Gutter Mock-Up Review (Formed Curbs)	0	0	14-Apr-23														
MOCK1030	EIFS (In-Place) Mock-Up Review	0	0	26-May-23														
<b>Contract Award / Insurance / Bond</b>		189	189	25-Aug-22	26-May-23													
<b>Division 01</b>		187	187	29-Aug-22	26-May-23													
COIN1010	SWPPP - Execute Contract & Insurance	0	0	29-Aug-22														
COIN1020	Surveying - Execute Contract & Insurance	0	0	29-Aug-22														

  Actual Work    
   Critical Remaining Work  
  Remaining Work    
 ◆ Milestone



P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023		Qtr 3, 2023					
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
COIN1030	Final Clean - Execute Contract & Insurance	0	0	26-May-23													◆ Final Clean - Execute Contract & Insurance			
<b>Division 02</b>		0	0	25-Aug-22	25-Aug-22															
COIN1040	Selective Demo - Execute Contract & Insurance	0	0	25-Aug-22		Selective Demo - Execute Contract & Insurance														
<b>Division 03</b>		0	0	24-Jan-23	24-Jan-23															
COIN1050	Concrete - Execute Contract & Insurance	0	0	24-Jan-23						◆ Concrete - Execute Contract & Insurance										
<b>Division 04</b>		0	0	25-Aug-22	25-Aug-22															
COIN1060	Masonry - Execute Contract & Insurance	0	0	25-Aug-22		Masonry - Execute Contract & Insurance														
<b>Division 06</b>		0	0	27-Apr-23	27-Apr-23															
COIN1070	Millwork - Execute Contract & Insurance	0	0	27-Apr-23								◆ Millwork - Execute Contract & Insurance								
<b>Division 07</b>		0	0	25-Aug-22	25-Aug-22															
COIN1080	Roofing - Execute Contract & Insurance	0	0	25-Aug-22		Roofing - Execute Contract & Insurance														
COIN1090	Waterproofing - Execute Contract & Insurance	0	0	25-Aug-22		Waterproofing - Execute Contract & Insurance														
<b>Division 08</b>		130	130	25-Aug-22	03-Mar-23															
COIN1100	Doors, Frames, & HW - Execute Contract & Insurance	0	0	25-Aug-22		Doors, Frames, & HW - Execute Contract & Insurance														
COIN1110	Storefront Systems - Execute Contract & Insurance	0	0	03-Mar-23							◆ Storefront Systems - Execute Contract & Insurance									
<b>Division 09</b>		158	158	25-Aug-22	13-Apr-23															
COIN1120	Drywall, Framing, & ACT - Execute Contract & Insurance	0	0	25-Aug-22		Drywall, Framing, & ACT - Execute Contract & Insurance														
COIN1140	Flooring / Tile - Execute Contract & Insurance	0	0	25-Aug-22		Flooring / Tile - Execute Contract & Insurance														
COIN1130	Paint - Execute Contract & Insurance	0	0	13-Apr-23								◆ Paint - Execute Contract & Insurance								
<b>Division 10</b>		0	0	25-Aug-22	25-Aug-22															
COIN1150	Toilet Partitions & Bath Accessories - Execute Contract & Insurance	0	0	25-Aug-22		Toilet Partitions & Bath Accessories - Execute Contract & Insurance														
<b>Division 22</b>		0	0	20-Dec-22	20-Dec-22															
COIN1170	Plumbing - Execute Contract & Insurance	0	0	20-Dec-22					◆ Plumbing - Execute Contract & Insurance											
<b>Division 23</b>		0	0	25-Aug-22	25-Aug-22															
COIN1160	Refrigeration Systems - Execute Contract & Insurance	0	0	25-Aug-22		Refrigeration Systems - Execute Contract & Insurance														
COIN1180	HVAC - Execute Contract & Insurance	0	0	25-Aug-22		HVAC - Execute Contract & Insurance														
<b>Division 26</b>		0	0	20-Dec-22	20-Dec-22															
COIN1190	Electrical - Execute Contract & Insurance	0	0	20-Dec-22					◆ Electrical - Execute Contract & Insurance											
<b>Division 27</b>		0	0	07-Mar-23	07-Mar-23															
COIN1200	Low Voltage - Execute Contract & Insurance	0	0	07-Mar-23							◆ Low Voltage - Execute Contract & Insurance									
<b>Division 31</b>		84	84	14-Sep-22	17-Jan-23															
COIN1210	Earthwork - Execute Contract & Insurance	0	0	14-Sep-22		◆ Earthwork - Execute Contract & Insurance														
COIN1000	Pest Control - Execute Contract & Insurance	0	0	17-Jan-23							◆ Pest Control - Execute Contract & Insurance									
<b>Division 32</b>		163	163	25-Aug-22	20-Apr-23															
COIN1220	Landscaping / Irrigation - Execute Contract & Insurance	0	0	25-Aug-22		Landscaping / Irrigation - Execute Contract & Insurance														
COIN1240	Parking Lot Striping & Signage - Execute Contract & Insurance	0	0	25-Aug-22		Parking Lot Striping & Signage - Execute Contract & Insurance														
COIN1250	Building & Site Signage - Execute Contract & Insurance	0	0	25-Aug-22		Building & Site Signage - Execute Contract & Insurance														
COIN1230	Fencing & Gates - Execute Contract & Insurance	0	0	20-Apr-23							◆ Fencing & Gates - Execute Contract & Insurance									
<b>Division 33</b>		60	60	14-Sep-22	09-Dec-22															
COIN1270	Site Utilities - Execute Contract & Insurance	0	0	14-Sep-22		◆ Site Utilities - Execute Contract & Insurance														
COIN1260	Fuel Systems - Execute Contract & Insurance	0	0	09-Dec-22					◆ Fuel Systems - Execute Contract & Insurance											

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>OFE Need By Dates</b>		114	114	05-Jan-23	16-Jun-23													
OFE1240	Underground Plumbing Rough-In Material	0	0	05-Jan-23						◆ Underground Plumbing Rough-In Material								
OFE1340	Site Lighting Rough-In Material	0	0	05-Jan-23						◆ Site Lighting Rough-In Material								
OFE1390	Signage Underground Rough-In Material	0	0	05-Jan-23						◆ Signage Underground Rough-In Material								
OFE1320	Canopy Anchor Bolts	0	0	11-Jan-23						◆ Canopy Anchor Bolts								
OFE1350	Light Pole Anchor Bolts	0	0	12-Jan-23						◆ Light Pole Anchor Bolts								
OFE1490	Fuel Tanks / Deadmen - 1st Set	0	0	13-Jan-23						◆ Fuel Tanks / Deadmen - 1st Set								
OFE1360	Site Lighting Fixtures / Trim Out Devices	0	0	19-Jan-23						◆ Site Lighting Fixtures / Trim Out Devices								
OFE1510	Fuel Tanks / Deadmen - 2nd Set	0	0	20-Jan-23						◆ Fuel Tanks / Deadmen - 2nd Set								
OFE1530	Building Footing Anchor Bolts	0	0	20-Jan-23						◆ Building Footing Anchor Bolts								
OFE1440	Oil / Water Separator	0	0	24-Jan-23						◆ Oil / Water Separator								
OFE1290	Building Masonry	0	0	26-Jan-23						◆ Building Masonry								
OFE1310	Canopy Steel	0	0	27-Jan-23						◆ Canopy Steel								
OFE1380	Truck Scale Equipment	0	0	27-Jan-23						◆ Truck Scale Equipment								
OFE1410	Trash Enclosure Material	0	0	27-Jan-23						◆ Trash Enclosure Material								
OFE1300	Building Steel	0	0	28-Feb-23						◆ Building Steel								
OFE1010	Exterior Building Lighting	0	0	01-Mar-23						◆ Exterior Building Lighting								
OFE1000	Rooftop Equipment Curbs	0	0	07-Mar-23						◆ Rooftop Equipment Curbs								
OFE1420	Canopy Bollards	0	0	08-Mar-23						◆ Canopy Bollards								
OFE1070	Cooler / Freezer Panels	0	0	09-Mar-23						◆ Cooler / Freezer Panels								
OFE1100	Plumbing Rough-In Material	0	0	09-Mar-23						◆ Plumbing Rough-In Material								
OFE1120	Electrical Rough-In Material	0	0	09-Mar-23						◆ Electrical Rough-In Material								
OFE1400	Interior Door Frames	0	0	09-Mar-23						◆ Interior Door Frames								
OFE1460	Roofing Material	0	0	09-Mar-23						◆ Roofing Material								
OFE1080	Cooler / Freezer Equipment (Evaporators, etc.)	0	0	14-Mar-23						◆ Cooler / Freezer Equipment (Evaporators, etc.)								
OFE1160	Fuel Piping / Underground Material	0	0	15-Mar-23						◆ Fuel Piping / Underground Material								
OFE1500	Fuel Tank Rough-In Equipment	0	0	15-Mar-23						◆ Fuel Tank Rough-In Equipment								
OFE1060	Storefront Frames & Glass	0	0	16-Mar-23						◆ Storefront Frames & Glass								
OFE1030	Low Voltage Rough-In Material	0	0	20-Mar-23						◆ Low Voltage Rough-In Material								
OFE1430	Site / Canopy / Building Signage	0	0	21-Mar-23						◆ Site / Canopy / Building Signage								
OFE1090	Support Room Plumbing Equipment	0	0	22-Mar-23						◆ Support Room Plumbing Equipment								
OFE1170	Electrical / Controls Gear	0	0	22-Mar-23						◆ Electrical / Controls Gear								
OFE1130	Rooftop Equipment	0	0	23-Mar-23						◆ Rooftop Equipment								
OFE1330	Building Arch Metals	0	0	27-Mar-23						◆ Building Arch Metals								
OFE1190	Dispenser Island Tile	0	0	29-Mar-23						◆ Dispenser Island Tile								
OFE1540	Cooler Doors	0	0	31-Mar-23						◆ Cooler Doors								
OFE1220	Kitchen Equipment / SS Accessories	0	0	06-Apr-23						◆ Kitchen Equipment / SS Accessories								
OFE1150	Building Light Fixtures	0	0	13-Apr-23						◆ Building Light Fixtures								
OFE1180	Building Floor / Wall Tile	0	0	26-Apr-23						◆ Building Floor / Wall Tile								
OFE1470	Landscape / Irrigation Equipment	0	0	26-Apr-23						◆ Landscape / Irrigation Equipment								
OFE1480	Fuel Communications Equipment	0	0	26-Apr-23						◆ Fuel Communications Equipment								
OFE1230	Fuel Dispensers	0	0	27-Apr-23						◆ Fuel Dispensers								
OFE1140	Canopy Trim Out Materials	0	0	01-May-23						◆ Canopy Trim Out Materials								
OFE1520	Kitchen Hood	0	0	01-May-23						◆ Kitchen Hood								
OFE1550	Turnkey Truck #1	0	0	08-May-23						◆ Turnkey Truck #1								
OFE1200	Phase 1 Millwork	0	0	10-May-23						◆ Phase 1 Millwork								
OFE1040	Low Voltage Trim Out Devices	0	0	15-May-23						◆ Low Voltage Trim Out Devices								
OFE1280	Ice Kiosk	0	0	15-May-23						◆ Ice Kiosk								

  Actual Work    
   Critical Remaining Work  
  Remaining Work    
 ◆ Milestone



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023		Qtr 3, 2023			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
OFE1020	Building Electrical Trim Out Devices	0	0	17-May-23														◆ Building Electrical Trim Out Devices
OFE1210	Phase 2 Millwork	0	0	17-May-23														◆ Phase 2 Millwork
OFE1260	Bathroom Countertops	0	0	17-May-23														◆ Bathroom Countertops
OFE1370	Beverage System Equipment	0	0	17-May-23														◆ Beverage System Equipment
OFE1250	Plumbing Trim Out Equipment	0	0	22-May-23														◆ Plumbing Trim Out Equipment
OFE1270	Window Shades	0	0	22-May-23														◆ Window Shades
OFE1450	Millwork Trim Out Equipment	0	0	22-May-23														◆ Millwork Trim Out Equipment
OFE1560	Turnkey Truck #2	0	0	25-May-23														◆ Turnkey Truck #2
OFE1110	Sitescape Furniture	0	0	06-Jun-23														◆ Sitescape Furniture
OFE1570	Turnkey Truck #3	0	0	16-Jun-23														◆ Turnkey Truck #3
<b>Pre-Installation Meetings</b>		193	193	25-Aug-22	02-Jun-23													
PREI1020	Site Demo Pre-Install Meeting (Structures & Paving)	0	0	25-Aug-22														◆ Site Demo Pre-Install Meeting (Structures & Paving)
PREI1040	Masonry Pre-Install Meeting	0	0	25-Aug-22														◆ Masonry Pre-Install Meeting
PREI1060	Framing / Drywall Pre-Install Meeting	0	0	25-Aug-22														◆ Framing / Drywall Pre-Install Meeting
PREI1070	Waterproofing Pre-Install Meeting	0	0	25-Aug-22														◆ Waterproofing Pre-Install Meeting
PREI1090	Roofing Pre-Install Meeting	0	0	25-Aug-22														◆ Roofing Pre-Install Meeting
PREI1180	HVAC Rough-In Pre-Install Meeting	0	0	25-Aug-22														◆ HVAC Rough-In Pre-Install Meeting
PREI1190	Refrigeration Rough-In Pre-Install Meeting	0	0	25-Aug-22														◆ Refrigeration Rough-In Pre-Install Meeting
PREI1270	Landscaping / Irrigation Pre-Install Meeting	0	0	25-Aug-22														◆ Landscaping / Irrigation Pre-Install Meeting
PREI1320	Site Signage Pre-Install Meeting	0	0	25-Aug-22														◆ Site Signage Pre-Install Meeting
PREI1370	Electrical Rough-In Pre-Install Meeting	0	0	25-Aug-22														◆ Electrical Rough-In Pre-Install Meeting
PREI1400	Tank Top Paving Pre-Install Meeting	0	0	25-Aug-22														◆ Tank Top Paving Pre-Install Meeting
PREI1230	Earthwork Pre-Install Meeting	0	0	02-Sep-22														◆ Earthwork Pre-Install Meeting
PREI1350	Existing Utility Demo Pre-Install Meeting	0	0	21-Sep-22														◆ Existing Utility Demo Pre-Install Meeting
PREI1220	Fuel Systems Pre-Install Meeting	0	0	16-Dec-22														◆ Fuel Systems Pre-Install Meeting
PREI1160	Plumbing Underground / Rough-In Pre-Install Meeting	0	0	29-Dec-22														◆ Plumbing Underground / Rough-In Pre-Install Meeting
PREI1200	Electrical Underground Pre-Install Meeting	0	0	29-Dec-22														◆ Electrical Underground Pre-Install Meeting
PREI1380	Concrete Foundations Pre-Install Meeting	0	0	30-Dec-22														◆ Concrete Foundations Pre-Install Meeting
PREI1360	Site Utilities Pre-Install Meeting	0	0	03-Jan-23														◆ Site Utilities Pre-Install Meeting
PREI1290	Canopy Steel Pre-Install Meeting	0	0	19-Jan-23														◆ Canopy Steel Pre-Install Meeting
PREI1240	Termite Control Pre-Install Meeting	0	0	24-Jan-23														◆ Termite Control Pre-Install Meeting
PREI1030	Building Concrete (SOG) Pre-Install Meeting	0	0	31-Jan-23														◆ Building Concrete (SOG) Pre-Install Meeting
PREI1110	Storefront System Pre-Install Meeting	0	0	10-Mar-23														◆ Storefront System Pre-Install Meeting
PREI1280	Site Paving Pre-Install Meeting	0	0	10-Mar-23														◆ Site Paving Pre-Install Meeting
PREI1300	Low Voltage Rough-In Pre-Install Meeting	0	0	14-Mar-23														◆ Low Voltage Rough-In Pre-Install Meeting
PREI1390	Asphalt Paving Pre-Install Meeting	0	0	18-Apr-23														◆ Asphalt Paving Pre-Install Meeting
PREI1130	Building Tile / Flooring Pre-Install Meeting	0	0	20-Apr-23														◆ Building Tile / Flooring Pre-Install Meeting
PREI1140	ACT Ceilings Pre-Install Meeting	0	0	20-Apr-23														◆ ACT Ceilings Pre-Install Meeting
PREI1150	Paint Pre-Install Meeting	0	0	20-Apr-23														◆ Paint Pre-Install Meeting
PREI1260	Site Fencing Pre-Install Meeting	0	0	27-Apr-23														◆ Site Fencing Pre-Install Meeting
PREI1310	Millwork Pre-Install Meeting	0	0	04-May-23														◆ Millwork Pre-Install Meeting
PREI1000	Closeout / Punchlist Kickoff Meeting	0	0	02-Jun-23														◆ Closeout / Punchlist Kickoff Meeting
<b>Construction</b>		213	213	06-Sep-22	11-Jul-23													
<b>Sitework</b>		173	173	06-Sep-22	12-May-23													
SITE1000	Install Temp Fencing	4	4	06-Sep-22	09-Sep-22													■ Install Temp Fencing
SITE1010	Establish SWPPP (Silt Fencing)	2	2	06-Sep-22	07-Sep-22													■ Establish SWPPP (Silt Fencing)
SITE1060	Establish SWPPP (Construction Entrance & Rock Berms)	1	1	08-Sep-22	08-Sep-22													■ Establish SWPPP (Construction Entrance & Rock Berms)

  Actual Work    
   Critical Remaining Work  
  Remaining Work    
 ◆ Milestone





P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
SITE1020	Verify Existing Utilities	2	2	12-Sep-22	13-Sep-22	■ Verify Existing Utilities												
SITE1030	Site Electrical Underground (Lighting / Signs / Security)	5	5	10-Jan-23	16-Jan-23	■ Site Electrical Underground (Lighting / Signs / Security)												
SITE1050	Install Irrigation Sleeves	2	2	10-Jan-23	11-Jan-23	■ Install Irrigation Sleeves												
SITE1040	Install Light Pole Bases	5	5	17-Jan-23	23-Jan-23	■ Install Light Pole Bases												
SITE1090	Install UG Electrical to Irrigation Booster Pump	3	3	17-Jan-23	19-Jan-23	■ Install UG Electrical to Irrigation Booster Pump												
SITE1070	Remove Temp Construction Fencing	2	2	27-Apr-23	28-Apr-23	■ Remove Temp Construction Fencing												
<b>Earthwork</b>		<b>164</b>	<b>164</b>	<b>12-Sep-22</b>	<b>05-May-23</b>													
EART1030	Clear & Grub Site	10	10	12-Sep-22	23-Sep-22	■ Clear & Grub Site												
EART1000	Site Demo (Paving / Foundations)	10	10	14-Sep-22	27-Sep-22	■ Site Demo (Paving / Foundations)												
EART1010	Rough Grading	7	7	26-Sep-22	04-Oct-22	■ Rough Grading												
EART1060	Existing Utility Demo	7	7	28-Sep-22	06-Oct-22	■ Existing Utility Demo												
EART1100	Import Select Fill	20	20	07-Oct-22	03-Nov-22	■ Import Select Fill												
EART1110	Site Settlement Requirement	42	42	04-Nov-22	09-Jan-23	■ Site Settlement Requirement												
EART1070	Install Crushed Concrete Base @ Canal Road	3	3	24-Apr-23	26-Apr-23	■ Install Crushed Concrete Base @ Canal Road												
EART1080	Fine Grade Asphalt Paving Areas - Store Side	3	3	24-Apr-23	26-Apr-23	■ Fine Grade Asphalt Paving Areas - Store Side												
EART1090	Fine Grade Asphalt Paving Areas - Truck Side	3	3	27-Apr-23	01-May-23	■ Fine Grade Asphalt Paving Areas - Truck Side												
EART1040	Fine Grade Landscape Areas	5	5	01-May-23	05-May-23	■ Fine Grade Landscape Areas												
<b>UG Detention Pond</b>		<b>21</b>	<b>21</b>	<b>10-Jan-23</b>	<b>07-Feb-23</b>													
DETP1000	Excavate Detention Pond	3	3	10-Jan-23	12-Jan-23	■ Excavate Detention Pond												
DETP1040	Detention Piping Foundation (Backfill)	5	5	13-Jan-23	19-Jan-23	■ Detention Piping Foundation (Backfill)												
DETP1010	Install Underground Detention Piping	3	3	20-Jan-23	24-Jan-23	■ Install Underground Detention Piping												
DETP1020	Initial Backfill Detention Piping	5	5	25-Jan-23	31-Jan-23	■ Initial Backfill Detention Piping												
DETP1030	Final Backfill Detention Piping	2	2	01-Feb-23	02-Feb-23	■ Final Backfill Detention Piping												
DETP1050	Temporary Cover for Construction Loads	3	3	03-Feb-23	07-Feb-23	■ Temporary Cover for Construction Loads												
<b>Site Utilities</b>		<b>84</b>	<b>84</b>	<b>10-Jan-23</b>	<b>08-May-23</b>													
UTIL1020	Storm Sewer	10	10	10-Jan-23	23-Jan-23	■ Storm Sewer												
UTIL1030	Sanitary Sewer	7	7	10-Jan-23	18-Jan-23	■ Sanitary Sewer												
UTIL1120	Set New Terminal Pole	3	3	10-Jan-23	12-Jan-23	■ Set New Terminal Pole												
UTIL1050	Install Primary Electrical Underground	7	7	13-Jan-23	23-Jan-23	■ Install Primary Electrical Underground												
UTIL1060	Set Grease Trap	2	2	19-Jan-23	20-Jan-23	■ Set Grease Trap												
UTIL1070	Set Oil / Water Separator	3	3	24-Jan-23	26-Jan-23	■ Set Oil / Water Separator												
UTIL1170	Install Storm Drainage Curb Inlets	10	10	24-Jan-23	06-Feb-23	■ Install Storm Drainage Curb Inlets												
UTIL1180	Install Downspout Connections @ Building	2	2	24-Jan-23	25-Jan-23	■ Install Downspout Connections @ Building												
UTIL1100	Build Transformer Pad	2	2	17-Feb-23	20-Feb-23	■ Build Transformer Pad												
UTIL1090	Set Transformer	1	1	21-Feb-23	21-Feb-23	■ Set Transformer												
UTIL1040	Underground Water (Domestic / Canopy Hydrants / Power Wash)	7	7	09-Mar-23	17-Mar-23	■ Underground Water (Domestic / Canopy Hydrants / Power Wash)												
UTIL1200	Install Oil / Water Separator Tank Vent Lines	1	1	09-Mar-23	09-Mar-23	■ Install Oil / Water Separator Tank Vent Lines												
UTIL1110	Install Electrical Meter	1	1	19-Apr-23	19-Apr-23	■ Install Electrical Meter												
UTIL1210	Install Stormwater Snouts	1	1	08-May-23	08-May-23	■ Install Stormwater Snouts												
<b>Public Improvements and Tie-Ins</b>		<b>12</b>	<b>12</b>	<b>10-Jan-23</b>	<b>25-Jan-23</b>													
UTIL1000	Domestic Water Main Public Extension (Canal Road North/South Ext)	5	5	10-Jan-23	16-Jan-23	■ Domestic Water Main Public Extension (Canal Road North/South Extension)												
UTIL1150	Storm Water Tie-In & Piping @ Canal Road	3	3	10-Jan-23	12-Jan-23	■ Storm Water Tie-In & Piping @ Canal Road												
UTIL1190	Install Air Release Valve on 6" Public Water Main	1	1	10-Jan-23	10-Jan-23	■ Install Air Release Valve on 6" Public Water Main												
UTIL1220	Install Domestic & Irrigation Water Meters	1	1	10-Jan-23	10-Jan-23	■ Install Domestic & Irrigation Water Meters												
UTIL1240	Canal Road Public Water Line Improvement	5	5	10-Jan-23	16-Jan-23	■ Canal Road Public Water Line Improvement												
UTIL1010	Sanitary Sewer Public Tie-In & Asphalt Repair	5	5	17-Jan-23	23-Jan-23	■ Sanitary Sewer Public Tie-In & Asphalt Repair												
UTIL1130	Irrigation Water Main Public Extension (Canal Road Extension)	5	5	19-Jan-23	25-Jan-23	■ Irrigation Water Main Public Extension (Canal Road Extension)												
<b>Site Paving</b>		<b>78</b>	<b>78</b>	<b>24-Jan-23</b>	<b>12-May-23</b>													

  Actual Work    
   Critical Remaining Work  
  Remaining Work    
 ◆ Milestone



P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
PAVE1120	Paving Stabilization & Agg Base - Canal Road Tie-Ins & Entrance	5	5	24-Jan-23	30-Jan-23													
PAVE1160	Paving Stabilization & Agg Base - Truck Parking	5	5	24-Jan-23	30-Jan-23													
PAVE1080	Paving Stabilization & Agg Base - Store Parking	5	5	31-Jan-23	06-Feb-23													
PAVE1140	Form / Reinforce - Canal Road Entrance	2	2	31-Jan-23	01-Feb-23													
PAVE1320	Sawcut & Demo Asphalt @ Canal Road Tie-In	1	1	31-Jan-23	31-Jan-23													
PAVE1270	Pre-Pour Inspections - Canal Road Entrance	1	1	02-Feb-23	02-Feb-23													
PAVE1170	Curb & Gutter - Truck Parking	3	3	07-Feb-23	09-Feb-23													
PAVE1040	Paving Stabilization & Agg Base - Auto Canopy Area	5	5	21-Feb-23	27-Feb-23													
PAVE1060	Form / Reinforce - Auto Canopy Area	2	2	28-Feb-23	01-Mar-23													
PAVE1300	Pre-Pour Inspections - Auto Canopy Area	1	1	02-Mar-23	02-Mar-23													
PAVE1200	Paving Stabilization & Agg Base - Diesel Fuel / Tank Farm	5	5	13-Mar-23	17-Mar-23													
PAVE1070	Pour Paving - Auto Canopy Area	1	1	15-Mar-23	15-Mar-23													
PAVE1090	Curb & Gutter - Store Parking	2	2	20-Mar-23	21-Mar-23													
PAVE1180	Form / Reinforce - Truck Parking	2	2	21-Mar-23	22-Mar-23													
PAVE1280	Pre-Pour Inspections - Truck Parking	1	1	23-Mar-23	23-Mar-23													
PAVE1190	Pour Paving - Truck Parking	1	1	24-Mar-23	24-Mar-23													
PAVE1100	Form / Reinforce - Store Parking	2	2	28-Mar-23	29-Mar-23													
PAVE1290	Pre-Pour Inspections - Store Parking	1	1	30-Mar-23	30-Mar-23													
PAVE1110	Pour Paving - Store Parking	1	1	31-Mar-23	31-Mar-23													
PAVE1130	Curb & Gutter - Canal Road	3	3	03-Apr-23	05-Apr-23													
PAVE1050	Curb & Gutter - Auto Canopy Area	3	3	06-Apr-23	11-Apr-23													
PAVE1150	Pour Paving - Canal Road	1	1	06-Apr-23	06-Apr-23													
PAVE1210	Form / Reinforce - Tank Top #1	2	2	10-Apr-23	11-Apr-23													
PAVE1380	Form / Reinforce - Tank Top #2	2	2	10-Apr-23	11-Apr-23													
PAVE1260	Pre-Pour Inspections - Tank Top #1	1	1	12-Apr-23	12-Apr-23													
PAVE1400	Pre-Pour Inspections - Tank Top #2	1	1	12-Apr-23	12-Apr-23													
PAVE1230	Pour Paving - Tank Top #1	1	1	13-Apr-23	13-Apr-23													
PAVE1420	Pour Paving - Tank Top #2	1	1	13-Apr-23	13-Apr-23													
PAVE1390	Form / Reinforce - Diesel Fuel Canopy Area	3	3	14-Apr-23	18-Apr-23													
PAVE1250	Set / Tie-In Trench Drain - Diesel Fuel Canopy Area	2	2	19-Apr-23	20-Apr-23													
PAVE1410	Pre-Pour Inspections - Diesel Fuel Canopy Area	1	1	19-Apr-23	19-Apr-23													
PAVE1430	Pour Paving - Diesel Fuel Canopy Area	2	2	20-Apr-23	21-Apr-23													
PAVE1350	Asphalt Paving - Store Side	2	2	27-Apr-23	28-Apr-23													
PAVE1360	Asphalt Paving - TC Side #1	2	2	02-May-23	03-May-23													
PAVE1370	Asphalt Paving - TC Side #2	2	2	04-May-23	05-May-23													
PAVE1470	Final Asphalt Course	5	5	08-May-23	12-May-23													
<b>Truck Scale</b>		<b>79</b>	<b>79</b>	<b>10-Jan-23</b>	<b>01-May-23</b>													
SCAL1000	Excavate / Stabilize Scale Pit	2	2	10-Jan-23	11-Jan-23													
SCAL1020	Rough-In Electrical / Drains	1	1	12-Jan-23	12-Jan-23													
SCAL1010	Form / Reinforce Foundations	3	3	27-Jan-23	31-Jan-23													
SCAL1040	Pour Scale Foundations	1	1	01-Feb-23	01-Feb-23													
SCAL1060	Backfill Foundations	1	1	02-Feb-23	02-Feb-23													
SCAL1050	Install Scale Signage	2	2	26-Apr-23	27-Apr-23													
SCAL1070	Install Truck Scale Bollards	1	1	26-Apr-23	26-Apr-23													
SCAL1080	Form / Reinforce Truck Scale Leveling Pads / Oil Water Tank Top	2	2	27-Apr-23	28-Apr-23													
SCAL1090	Pour Truck Scale Leveling Pads / Oil Water Tank Top	1	1	01-May-23	01-May-23													
<b>Fuel</b>		<b>84</b>	<b>84</b>	<b>10-Jan-23</b>	<b>08-May-23</b>													
<b>Fuel Tanks</b>		<b>76</b>	<b>76</b>	<b>10-Jan-23</b>	<b>26-Apr-23</b>													

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FUEL1000	Excavate & Shore Tank Pit - 1st Set	2	2	10-Jan-23	11-Jan-23					█								
FUEL1010	Install Tank Pit Stabilization - 1st Set	1	1	12-Jan-23	12-Jan-23													
FUEL1070	Set Tanks & Deadmen - 1st Set (Auto)	1	1	13-Jan-23	13-Jan-23													
FUEL1080	Initial Backfill of Tanks / Remove Shoring - 1st Set	1	1	16-Jan-23	16-Jan-23													
FUEL1090	Excavate & Shore Tank Pit - 2nd Set	2	2	17-Jan-23	18-Jan-23					█								
FUEL1100	Install Tank Pit Stabilization - 2nd Set	1	1	19-Jan-23	19-Jan-23													
FUEL1020	Set Tanks & Deadmen - 2nd Set (Diesel)	1	1	20-Jan-23	20-Jan-23													
FUEL1030	Initial Backfill of Tanks / Remove Shoring - 2nd Set	1	1	23-Jan-23	23-Jan-23													
FUEL1110	Install Tank Top Equipment	7	7	24-Jan-23	01-Feb-23					█								
FUEL1160	Install Electrical and Communications Pathways (Tank Top)	7	7	02-Feb-23	10-Feb-23					█								
FUEL1040	Install Fuel Piping (Auto Canopy)	7	7	28-Feb-23	08-Mar-23						█							
FUEL1130	Install Fuel Piping (Auto Canopy to Tanks)	7	7	28-Feb-23	08-Mar-23						█							
FUEL1050	Install Electrical and Communications Pathways (Auto)	7	7	02-Mar-23	10-Mar-23						█							
FUEL1120	Install Fuel Piping (Diesel Canopy)	7	7	09-Mar-23	17-Mar-23						█							
FUEL1140	Install Fuel Piping (Diesel Canopy to Tanks)	3	3	20-Mar-23	22-Mar-23						█							
FUEL1150	Install Electrical and Communications Pathways (Diesel)	7	7	22-Mar-23	30-Mar-23						█							
FUEL1060	Complete Tank Backfill (Fabric, Stone, Geogrid, Agg Base)	2	2	23-Mar-23	24-Mar-23						█							
FUEL1180	Complete Diesel Fuel Piping Backfill (Fabric, Stone, Geogrid, Agg Base)	4	4	23-Mar-23	28-Mar-23						█							
FUEL1170	Pull Fuel Systems Wiring (Power & LV)	7	7	18-Apr-23	26-Apr-23							█						
<b>Diesel Canopy</b>		<b>81</b>	<b>81</b>	<b>10-Jan-23</b>	<b>03-May-23</b>													
DCAN1230	Layout Canopy Footings	1	1	10-Jan-23	10-Jan-23													
DCAN1240	Excavate Canopy Footings	2	2	16-Jan-23	17-Jan-23					█								
DCAN1250	Install Canopy Footing Reinforcing / Set Anchor Bolts	2	2	18-Jan-23	19-Jan-23					█								
DCAN1260	Pour Canopy Footings	1	1	20-Jan-23	20-Jan-23													
DCAN1270	Install Canopy Structure (Steel Framing, Decking, Arch Metals)	14	14	17-Feb-23	08-Mar-23						█							
DCAN1280	Canopy Drain Tie-Ins	2	2	09-Mar-23	10-Mar-23						█							
DCAN1380	Grout Baseplates	1	1	09-Mar-23	09-Mar-23													
DCAN1290	Set Dispenser Island Forms	2	2	20-Mar-23	21-Mar-23						█							
DCAN1340	Set Bollards / Embeds	2	2	31-Mar-23	03-Apr-23						█							
DCAN1390	Rough-In Water Hydrants	1	1	31-Mar-23	31-Mar-23													
DCAN1410	Rough-In Power Wash Connections	1	1	31-Mar-23	31-Mar-23													
DCAN1430	Above Ground Electrical Rough-In (Power / Lighting / Alarms)	5	5	31-Mar-23	06-Apr-23						█							
DCAN1370	Canopy Signage	3	3	06-Apr-23	11-Apr-23						█							
DCAN1300	Concrete Infill at Island Forms	1	1	20-Apr-23	20-Apr-23							█						
DCAN1310	Set Island Tile	3	3	24-Apr-23	26-Apr-23						█							
DCAN1400	Install Air Lines	2	2	24-Apr-23	25-Apr-23						█							
DCAN1420	Rough-In Security Devices	2	2	24-Apr-23	25-Apr-23						█							
DCAN1330	Install Vent Fan	1	1	24-Apr-23	24-Apr-23													
DCAN1480	Paint Columns / Bollards / Screens	3	3	26-Apr-23	28-Apr-23						█							
DCAN1320	Set Fuel Dispensers	2	2	27-Apr-23	28-Apr-23						█							
DCAN1000	Dispenser Terminations (Fuel / Communications)	3	3	01-May-23	03-May-23						█							
DCAN1360	Canopy Architectural Trim Out (Extinguishers, Washer Buckets)	3	3	01-May-23	03-May-23						█							
DCAN1450	Install Air Compressor & Hose Reels	1	1	01-May-23	01-May-23													
DCAN1470	Electrical Trim Out	3	3	01-May-23	03-May-23						█							
DCAN1010	Dispenser Terminations (Electrical)	2	2	01-May-23	02-May-23						█							
DCAN1440	Trim Out Water Hydrants	1	1	02-May-23	02-May-23													
DCAN1460	Trim Out Power Wash Connections	1	1	03-May-23	03-May-23													
<b>Auto Canopy</b>		<b>83</b>	<b>83</b>	<b>11-Jan-23</b>	<b>08-May-23</b>													
ACAN1070	Layout Canopy Footings	1	1	11-Jan-23	11-Jan-23													

  Actual Work    
   Critical Remaining Work  
  Remaining Work    
 ◆ Milestone



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
ACAN1080	Excavate Canopy Footings	2	2	12-Jan-23	13-Jan-23													
ACAN1090	Install Canopy Footing Reinforcing / Set Anchor Bolts	2	2	16-Jan-23	17-Jan-23													
ACAN1100	Pour Canopy Footings	1	1	18-Jan-23	18-Jan-23													
ACAN1110	Install Canopy Structure (Steel Framing, Decking, Arch Metals)	14	14	30-Jan-23	16-Feb-23													
ACAN1120	Canopy Drain Tie-Ins	2	2	17-Feb-23	20-Feb-23													
ACAN1230	Grout Baseplates	1	1	17-Feb-23	17-Feb-23													
ACAN1130	Set Dispenser Island Forms	2	2	28-Feb-23	01-Mar-23													
ACAN1140	Concrete Infill at Island Forms	1	1	13-Mar-23	13-Mar-23													
ACAN1180	Above Ground Electrical Rough-In (Power / Lighting)	3	3	13-Mar-23	15-Mar-23													
ACAN1190	Set Bollards / Embeds	2	2	13-Mar-23	14-Mar-23													
ACAN1240	Rough-In Security Devices	2	2	13-Mar-23	14-Mar-23													
ACAN1150	Set Island Tile	3	3	03-Apr-23	05-Apr-23													
ACAN1220	Canopy Signage	3	3	06-Apr-23	11-Apr-23													
ACAN1160	Set Fuel Dispensers	2	2	27-Apr-23	28-Apr-23													
ACAN1170	Dispenser Terminations (Fuel / Communications)	3	3	01-May-23	03-May-23													
ACAN1200	Dispenser Terminations (Electrical)	2	2	01-May-23	02-May-23													
ACAN1260	Paint Columns / Bollards	3	3	01-May-23	03-May-23													
ACAN1210	Canopy Architectural Trim Out (Extinguishers, Washer Buckets)	3	3	04-May-23	08-May-23													
ACAN1250	Electrical Trim Out	2	2	04-May-23	05-May-23													
<b>Building</b>		<b>128</b>	<b>128</b>	<b>10-Jan-23</b>	<b>11-Jul-23</b>													
<b>Foundations / Underground</b>		<b>28</b>	<b>28</b>	<b>10-Jan-23</b>	<b>16-Feb-23</b>													
FOUN1070	Underslab Plumbing	7	7	10-Jan-23	18-Jan-23													
FOUN1000	Excavate Building Footings	3	3	19-Jan-23	23-Jan-23													
FOUN1010	Install MEP Sleeves	1	1	24-Jan-23	24-Jan-23													
FOUN1040	Termite Control - Footings	1	1	24-Jan-23	24-Jan-23													
FOUN1020	Install Footing Reinforcement / Set Anchor Bolts	2	2	25-Jan-23	26-Jan-23													
FOUN1110	Pre-Pour Inspections - Building Footings	1	1	27-Jan-23	27-Jan-23													
FOUN1030	Pour Building Footings	1	1	30-Jan-23	30-Jan-23													
FOUN1060	Underslab Electrical	7	7	31-Jan-23	08-Feb-23													
FOUN1080	Install Masonry Base Courses	4	4	31-Jan-23	03-Feb-23													
FOUN1050	Termite Control - SOG	1	1	09-Feb-23	09-Feb-23													
FOUN1130	Slab-On-Grade Stabilization & Vapor Barrier	3	3	09-Feb-23	13-Feb-23													
FOUN1090	Form / Reinforce Slab-On-Grade	2	2	14-Feb-23	15-Feb-23													
FOUN1120	Pre-Pour Inspections - Building SOG	1	1	15-Feb-23	15-Feb-23													
FOUN1100	Pour Slab-On-Grade	1	1	16-Feb-23	16-Feb-23													
<b>Superstructure / Roof / Framing</b>		<b>87</b>	<b>87</b>	<b>06-Feb-23</b>	<b>08-Jun-23</b>													
SUPE1000	Install Exterior Masonry Walls	17	17	06-Feb-23	28-Feb-23													
SUPE1010	Structural Steel Erection (Joists, Columns, Beams, Decking)	7	7	01-Mar-23	09-Mar-23													
SUPE1370	Install Exterior HM Door Frames	3	3	01-Mar-23	03-Mar-23													
SUPE1020	Set HVAC Roof Curbs / Doghouses	2	2	10-Mar-23	13-Mar-23													
SUPE1040	Exterior Framing & Sheathing	3	3	10-Mar-23	14-Mar-23													
SUPE1130	Grout Building Column Baseplates	1	1	10-Mar-23	10-Mar-23													
SUPE1150	Pour Interior Electrical Curb	1	1	10-Mar-23	10-Mar-23													
SUPE1160	Plumbing Roof Penetrations / Set Roof Drains	2	2	10-Mar-23	13-Mar-23													
SUPE1170	HVAC Roof Penetrations	2	2	10-Mar-23	13-Mar-23													
SUPE1180	Refrigeration Roof Penetrations	2	2	10-Mar-23	13-Mar-23													
SUPE1190	Electrical Roof Penetrations	2	2	10-Mar-23	13-Mar-23													
SUPE1410	Set Refrigeration Roof Curbs / Doghouses	2	2	10-Mar-23	13-Mar-23													

- █ Excavate Canopy Footings
- █ Install Canopy Footing Reinforcing / Set Anchor Bolts
- █ Pour Canopy Footings
- █ Install Canopy Structure (Steel Framing, Decking, Arch Metals)
- █ Canopy Drain Tie-Ins
- █ Grout Baseplates
- █ Set Dispenser Island Forms
- █ Concrete Infill at Island Forms
- █ Above Ground Electrical Rough-In (Power / Lighting)
- █ Set Bollards / Embeds
- █ Rough-In Security Devices
- █ Set Island Tile
- █ Canopy Signage
- █ Set Fuel Dispensers
- █ Dispenser Terminations (Fuel / Communications)
- █ Dispenser Terminations (Electrical)
- █ Paint Columns / Bollards
- █ Canopy Architectural Trim Out (Extinguishers, Washer Buckets)
- █ Electrical Trim Out

- █ Underslab Plumbing
- █ Excavate Building Footings
- █ Install MEP Sleeves
- █ Termite Control - Footings
- █ Install Footing Reinforcement / Set Anchor Bolts
- █ Pre-Pour Inspections - Building Footings
- █ Pour Building Footings
- █ Underslab Electrical
- █ Install Masonry Base Courses
- █ Termite Control - SOG
- █ Slab-On-Grade Stabilization & Vapor Barrier
- █ Form / Reinforce Slab-On-Grade
- █ Pre-Pour Inspections - Building SOG
- █ Pour Slab-On-Grade

- █ Install Exterior Masonry Walls
- █ Structural Steel Erection (Joists, Columns, Beams, Decking)
- █ Install Exterior HM Door Frames
- █ Set HVAC Roof Curbs / Doghouses
- █ Exterior Framing & Sheathing
- █ Grout Building Column Baseplates
- █ Pour Interior Electrical Curb
- █ Plumbing Roof Penetrations / Set Roof Drains
- █ HVAC Roof Penetrations
- █ Refrigeration Roof Penetrations
- █ Electrical Roof Penetrations
- █ Set Refrigeration Roof Curbs / Doghouses

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023		Qtr 2, 2023			Qtr 3, 2023			
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
SUPE1140	Pour Back Column Blockouts	1	1	13-Mar-23	13-Mar-23							■ Pour Back Column Blockouts						
SUPE1070	Install Roofing System	7	7	14-Mar-23	22-Mar-23							■ Install Roofing System						
SUPE1030	Install Roof Hatch	1	1	14-Mar-23	14-Mar-23							■ Install Roof Hatch						
SUPE1050	Install Storefront Frames	4	4	21-Mar-23	24-Mar-23							■ Install Storefront Frames						
SUPE1080	Set RTU's / Exhaust Fans	1	1	23-Mar-23	23-Mar-23							■ Set RTU's / Exhaust Fans						
SUPE1090	Install Weather Barrier	3	3	23-Mar-23	27-Mar-23							■ Install Weather Barrier						
SUPE1420	Set Refrig. Racks / Condensers	1	1	23-Mar-23	23-Mar-23							■ Set Refrig. Racks / Condensers						
SUPE1060	Install Storefront Glazing	3	3	27-Mar-23	29-Mar-23							■ Install Storefront Glazing						
SUPE1100	Install Arch Metals - Cornices / Canopies / Awnings / Coping	10	10	28-Mar-23	11-Apr-23							■ Install Arch Metals - Cornices / Canopies / Awnings / Coping						
SUPE1380	Install Exterior HM Doors & HW	1	1	21-Apr-23	21-Apr-23							■ Install Exterior HM Doors & HW						
SUPE1400	Install Downspouts	2	2	21-Apr-23	24-Apr-23							■ Install Downspouts						
SUPE1110	Install EIFS	10	10	25-May-23	08-Jun-23							■ Install EIFS						
SUPE1120	Install EIFS Air Barrier	2	2	25-May-23	26-May-23							■ Install EIFS Air Barrier						
<b>Finishes</b>		<b>92</b>	<b>92</b>	<b>01-Mar-23</b>	<b>11-Jul-23</b>													
FNSH1380	Install Utility Room Doors & HW	1	1	01-Mar-23	01-Mar-23							■ Install Utility Room Doors & HW						
FNSH1670	Interior Wall Layout	1	1	10-Mar-23	10-Mar-23							■ Interior Wall Layout						
FNSH1010	Layout MEP Wall Openings	1	1	13-Mar-23	13-Mar-23							■ Layout MEP Wall Openings						
FNSH1000	Interior Framing & Blocking	7	7	14-Mar-23	22-Mar-23							■ Interior Framing & Blocking						
FNSH1020	Mechanical Rough-In (Duct)	14	14	14-Mar-23	31-Mar-23							■ Mechanical Rough-In (Duct)						
FNSH1030	Mechanical Rough-In (Refrigeration & Beverage Lines)	7	7	14-Mar-23	22-Mar-23							■ Mechanical Rough-In (Refrigeration & Beverage Lines)						
FNSH1040	Overhead Plumbing Rough-In	10	10	14-Mar-23	27-Mar-23							■ Overhead Plumbing Rough-In						
FNSH1060	Overhead Electrical Rough-In	10	10	14-Mar-23	27-Mar-23							■ Overhead Electrical Rough-In						
FNSH1370	Install Interior HM Door Frames	2	2	14-Mar-23	15-Mar-23							■ Install Interior HM Door Frames						
FNSH1700	Install SS Door Frames	1	1	17-Mar-23	17-Mar-23							■ Install SS Door Frames						
FNSH1050	In-Wall Plumbing Rough-In	5	5	23-Mar-23	29-Mar-23							■ In-Wall Plumbing Rough-In						
FNSH1070	In-Wall Electrical Rough-In	7	7	23-Mar-23	31-Mar-23							■ In-Wall Electrical Rough-In						
FNSH1110	Install Exterior Wall Rigid Insulation	2	2	23-Mar-23	24-Mar-23							■ Install Exterior Wall Rigid Insulation						
FNSH1510	Install Low Voltage Pathways	3	3	23-Mar-23	27-Mar-23							■ Install Low Voltage Pathways						
FNSH1690	Set Floor Drains / Sinks	2	2	23-Mar-23	24-Mar-23							■ Set Floor Drains / Sinks						
FNSH1530	Refrigeration Terminations to Hussman Rack	5	5	24-Mar-23	30-Mar-23							■ Refrigeration Terminations to Hussman Rack						
FNSH1090	Install Electrical Gear / Panels / Pull Feeders	15	15	27-Mar-23	17-Apr-23							■ Install Electrical Gear / Panels / Pull Feeders						
FNSH1120	Set Plumbing Equipment @ Support Room	5	5	27-Mar-23	31-Mar-23							■ Set Plumbing Equipment @ Support Room						
FNSH1420	Install Tile in Coolers	5	5	27-Mar-23	31-Mar-23							■ Install Tile in Coolers						
FNSH1430	Install Electrical Rm. Floor Tile	4	4	27-Mar-23	30-Mar-23							■ Install Electrical Rm. Floor Tile						
FNSH1440	Install Sales Area Floor Tile	7	7	27-Mar-23	04-Apr-23							■ Install Sales Area Floor Tile						
FNSH2030	Install Sales Area/Kitchen Wall Tile	5	5	27-Mar-23	31-Mar-23							■ Install Sales Area/Kitchen Wall Tile						
FNSH1160	Overhead Plumbing Inspection	1	1	28-Mar-23	28-Mar-23							■ Overhead Plumbing Inspection						
FNSH1150	Plumbing In-Wall Inspection	1	1	30-Mar-23	30-Mar-23							■ Plumbing In-Wall Inspection						
FNSH1200	Plumbing Insulation	5	5	31-Mar-23	06-Apr-23							■ Plumbing Insulation						
FNSH1140	Electrical In-Wall Inspection	1	1	03-Apr-23	03-Apr-23							■ Electrical In-Wall Inspection						
FNSH1170	HVAC Duct Seal Inspection	1	1	03-Apr-23	03-Apr-23							■ HVAC Duct Seal Inspection						
FNSH1320	Wall Framing Inspection	1	1	03-Apr-23	03-Apr-23							■ Wall Framing Inspection						
FNSH1720	Install C02 Exhaust Fan	5	5	03-Apr-23	10-Apr-23							■ Install C02 Exhaust Fan						
FNSH1100	Install FRP	5	5	04-Apr-23	11-Apr-23							■ Install FRP						
FNSH1210	Ductwork Insulation	5	5	04-Apr-23	11-Apr-23							■ Ductwork Insulation						
FNSH1220	Hang & Finish Walls	5	5	04-Apr-23	11-Apr-23							■ Hang & Finish Walls						
FNSH1250	Hard Lid Ceilings / Soffit Framing	3	3	12-Apr-23	14-Apr-23							■ Hard Lid Ceilings / Soffit Framing						
FNSH1350	Install Stainless Steel Wall Paneling	2	2	12-Apr-23	13-Apr-23							■ Install Stainless Steel Wall Paneling						
FNSH1280	Mechanical Above Ceiling Inspection (Hard Lids)	1	1	17-Apr-23	17-Apr-23							■ Mechanical Above Ceiling Inspection (Hard Lids)						

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



P031323 - QuikTrip - Store #7242 (Gulfport)

Current Date : 29-Aug-22

Data Date : 25-Aug-22

Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FNSH1290	Install Light Fixtures (Hard Lids)	5	5	17-Apr-23	21-Apr-23													■ Install Light Fixtures (Hard Lids)
FNSH1080	Pull Electrical Wire - Branch Circuits	7	7	18-Apr-23	26-Apr-23													■ Pull Electrical Wire - Branch Circuits
FNSH1130	Permanent Power Inspection	1	1	18-Apr-23	18-Apr-23													Permanent Power Inspection
FNSH1270	Electrical Above Ceiling Inspection (Hard Lids)	1	1	24-Apr-23	24-Apr-23													Electrical Above Ceiling Inspection (Hard Lids)
FNSH1340	Ceiling Close-Up Inspection (Hard Lids)	1	1	25-Apr-23	25-Apr-23													Ceiling Close-Up Inspection (Hard Lids)
FNSH1660	Hang & Finish Hard Lid Ceilings	3	3	26-Apr-23	28-Apr-23													■ Hang & Finish Hard Lid Ceilings
FNSH1230	Install Ceiling Grid	3	3	01-May-23	03-May-23													■ Install Ceiling Grid
FNSH1410	Install Bathroom Tile	7	7	01-May-23	09-May-23													■ Install Bathroom Tile
FNSH1450	Prime / First Coat Paint	3	3	01-May-23	03-May-23													■ Prime / First Coat Paint
FNSH1260	Install Light Fixtures (ACT)	3	3	04-May-23	08-May-23													■ Install Light Fixtures (ACT)
FNSH1300	HVAC Diffusers / Grilles (ACT)	1	1	04-May-23	04-May-23													HVAC Diffusers / Grilles (ACT)
FNSH1310	HVAC Diffusers / Grilles (Hard Lids)	1	1	04-May-23	04-May-23													HVAC Diffusers / Grilles (Hard Lids)
FNSH1360	Hang Exhaust Hood	2	2	04-May-23	05-May-23													■ Hang Exhaust Hood
FNSH1190	Mechanical Above Ceiling Inspection (ACT)	1	1	05-May-23	05-May-23													Mechanical Above Ceiling Inspection (ACT)
FNSH1180	Electrical Above Ceiling Inspection (ACT)	1	1	09-May-23	09-May-23													Electrical Above Ceiling Inspection (ACT)
FNSH1330	Ceiling Close-Up Inspection (ACT)	1	1	10-May-23	10-May-23													Ceiling Close-Up Inspection (ACT)
FNSH1580	Install Interior HM Doors & Hardware	2	2	10-May-23	11-May-23													■ Install Interior HM Doors & Hardware
FNSH1240	Install Ceiling Tile	2	2	11-May-23	12-May-23													■ Install Ceiling Tile
FNSH1480	Phase 1 Millwork Install	5	5	15-May-23	19-May-23													■ Phase 1 Millwork Install
FNSH1500	Set Kitchen Equipment	2	2	15-May-23	16-May-23													■ Set Kitchen Equipment
FNSH1650	Install Ice Kiosk	2	2	15-May-23	16-May-23													■ Install Ice Kiosk
FNSH1400	Install Bathroom Vanities	3	3	22-May-23	24-May-23													■ Install Bathroom Vanities
FNSH1490	Phase 2 Millwork Install	3	3	22-May-23	24-May-23													■ Phase 2 Millwork Install
FNSH1520	Electrical Trim Out / Connections to Equipment	7	7	22-May-23	31-May-23													■ Electrical Trim Out / Connections to Equipment
FNSH1540	Plumbing Trim Out / Connections to Equipment	4	4	22-May-23	25-May-23													■ Plumbing Trim Out / Connections to Equipment
FNSH1590	Beverage System	10	10	22-May-23	05-Jun-23													■ Beverage System
FNSH1600	Low Voltage Trim Out	14	14	22-May-23	09-Jun-23													■ Low Voltage Trim Out
FNSH2020	Refrigeration Terminations to Floor Coolers	2	2	22-May-23	23-May-23													■ Refrigeration Terminations to Floor Coolers
FNSH1470	Restroom Plumbing Fixture Trim Out	3	3	25-May-23	30-May-23													■ Restroom Plumbing Fixture Trim Out
FNSH1640	Install Window Shades	3	3	25-May-23	30-May-23													■ Install Window Shades
FNSH1560	Install Toilet Partitions	3	3	31-May-23	02-Jun-23													■ Install Toilet Partitions
FNSH1570	Install Toilet Accessories	2	2	05-Jun-23	06-Jun-23													■ Install Toilet Accessories
FNSH1460	Final Coat Paint	2	2	06-Jun-23	07-Jun-23													■ Final Coat Paint
FNSH1550	Install Interior/Exterior Building Signage	5	5	09-Jun-23	15-Jun-23													■ Install Interior/Exterior Building Signage
FNSH1610	Rough Clean	1	1	12-Jun-23	12-Jun-23													Rough Clean
FNSH2000	WT Pre-Punch - Building	3	3	16-Jun-23	20-Jun-23													■ WT Pre-Punch - Building
FNSH1620	Final Clean	2	2	21-Jun-23	22-Jun-23													■ Final Clean
FNSH1630	Touch-Up Clean	1	1	11-Jul-23	11-Jul-23													Touch-Up Clean
<b>Cooler / Freezer Buildout</b>		<b>60</b>	<b>60</b>	<b>14-Mar-23</b>	<b>07-Jun-23</b>													
COOL1000	Install Cooler Panels / Freezer Units	3	3	14-Mar-23	16-Mar-23													■ Install Cooler Panels / Freezer Units
COOL1010	Install Cooler Evaporators	2	2	17-Mar-23	20-Mar-23													■ Install Cooler Evaporators
COOL1060	Rough-In / Trim Out Cooler Lighting and Occ Sensors	3	3	17-Mar-23	21-Mar-23													■ Rough-In / Trim Out Cooler Lighting and Occ Sensors
COOL1070	Rough-In Cooler Security Boxes	1	1	17-Mar-23	17-Mar-23													Rough-In Cooler Security Boxes
COOL1080	Rough-In / Trim Out Heat Trace Receptacle	1	1	17-Mar-23	17-Mar-23													Rough-In / Trim Out Heat Trace Receptacle
COOL1110	Rough-In and Terminate Refrigerant Leak Sensors	1	1	17-Mar-23	17-Mar-23													Rough-In and Terminate Refrigerant Leak Sensors
COOL1190	Frame Furdowns Above Cooler Fronts	2	2	17-Mar-23	20-Mar-23													■ Frame Furdowns Above Cooler Fronts
COOL1240	Complete FRP Around Cooler Door Openings	1	1	17-Mar-23	17-Mar-23													Complete FRP Around Cooler Door Openings
COOL1050	Trim Out Cooler/Freezer Low Voltage	3	3	20-Mar-23	22-Mar-23													■ Trim Out Cooler/Freezer Low Voltage
COOL1020	Refrigeration Terminations to Freezers / Cooler Evaps	5	5	21-Mar-23	27-Mar-23													■ Refrigeration Terminations to Freezers / Cooler Evaps

■ Actual Work     ■ Critical Remaining Work  
■ Remaining Work     ◆ Milestone



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
COOL1090	Rough-In and Terminate Power to Evaporators	3	3	21-Mar-23	23-Mar-23													
COOL1120	Install Evaporator Condensate Piping and Heat Trace	2	2	21-Mar-23	22-Mar-23													
COOL1140	Install Tile Backer Substrate at Cooler Fronts	1	1	21-Mar-23	21-Mar-23													
COOL1160	Frame, Hang, and Finish Hard Lid Ceiling Terminations to Cooler Frc	4	4	21-Mar-23	24-Mar-23													
COOL1210	Terminate Floor Tile to Coolers and Freezers	2	2	24-Mar-23	27-Mar-23													
COOL1230	Complete Wall Tile Up To Cooler Door Openings	1	1	24-Mar-23	24-Mar-23													
COOL1170	Complete ACT Terminations to Cooler Fronts	1	1	27-Mar-23	27-Mar-23													
COOL1130	Install Coved Cooler Wall Base	2	2	28-Mar-23	29-Mar-23													
COOL1220	Complete Cooler Front Tile	2	2	28-Mar-23	29-Mar-23													
COOL1200	Install Cooler Shelving	3	3	30-Mar-23	03-Apr-23													
COOL1030	Install Cooler Glass Doors/Fronts	2	2	05-Apr-23	06-Apr-23													
COOL1710	Install Traffic Doors	1	1	05-Apr-23	05-Apr-23													
COOL1100	Rough-In / Trim Out Cooler Door Lighting and Door Heaters	2	2	10-Apr-23	11-Apr-23													
COOL1150	Install RB-1 Rubber Base at Cooler Fronts	1	1	10-Apr-23	10-Apr-23													
COOL1180	Install Fascia Above Cooler Fronts	2	2	10-Apr-23	11-Apr-23													
COOL1040	Start-Up & Commission Refrigeration System	10	10	24-May-23	07-Jun-23													
<b>Sitescape</b>		<b>100</b>	<b>100</b>	<b>24-Jan-23</b>	<b>14-Jun-23</b>													
SSCP1050	Install Light Poles / Site Lighting	5	5	24-Jan-23	30-Jan-23													
SSCP1000	F/R/P Sidewalks @ Building Perimeter (First Pour)	3	3	16-Mar-23	20-Mar-23													
SSCP1020	Layout/Set Bollard Sleeves @ Store	1	1	21-Mar-23	21-Mar-23													
SSCP1090	F/R/P Bollard Strip @ Building Perimeter	5	5	21-Mar-23	27-Mar-23													
SSCP1010	F/R/P Radius Protectors	3	3	12-Apr-23	14-Apr-23													
SSCP2010	F/R/P Sidewalks @ Building Perimeter (Second Pour)	2	2	19-Apr-23	20-Apr-23													
SSCP1040	Install Paving Sealants	3	3	21-Apr-23	25-Apr-23													
SSCP1100	Install Compressor @ North Air Station	1	1	24-Apr-23	24-Apr-23													
SSCP1060	Install/Trim Out Site Security Devices	5	5	02-May-23	08-May-23													
SSCP1070	Install Perimeter Site Fencing	5	5	08-May-23	12-May-23													
SSCP1030	Stripe Parking Lot / Install ADA Signage	3	3	15-May-23	17-May-23													
SSCP1080	Install Dining Tables	1	1	09-Jun-23	09-Jun-23													
SSCP2000	WT Pre-Punch - Exterior	3	3	12-Jun-23	14-Jun-23													
<b>Dumpster / Storage Enclosure</b>		<b>71</b>	<b>71</b>	<b>31-Jan-23</b>	<b>10-May-23</b>													
TRSH1070	F/R/P Trash Enclosure Footings	3	3	31-Jan-23	02-Feb-23													
TRSH1090	Layout/Set Bollards & Sleeves @ Trash Enclosure	1	1	31-Jan-23	31-Jan-23													
TRSH1150	F/R/P Trash Enclosure Pad	3	3	01-Feb-23	03-Feb-23													
TRSH1170	Install Steel Gate Posts	1	1	03-Feb-23	03-Feb-23													
TRSH1130	Install Trash Enclosure Masonry	7	7	06-Feb-23	14-Feb-23													
TRSH1140	Set HM Door Frame @ Trash Enclosure	1	1	06-Feb-23	06-Feb-23													
TRSH1080	Erect Steel @ Trash Enclosure	1	1	15-Feb-23	15-Feb-23													
TRSH1160	Install Roofing Membrane @ Trash Enclosure	2	2	23-Mar-23	24-Mar-23													
TRSH1120	Install Trash Enclosure Metal Caps	1	1	27-Mar-23	27-Mar-23													
TRSH1110	Install Trash Enclosure Downspout	1	1	28-Mar-23	28-Mar-23													
TRSH1100	Install Trash Enclosure Gates	1	1	08-May-23	08-May-23													
TRSH1180	Paint Gates / Posts / Bollards	2	2	09-May-23	10-May-23													
<b>Site Signage</b>		<b>36</b>	<b>36</b>	<b>10-Mar-23</b>	<b>01-May-23</b>													
SIGN1150	F/R/P Site Signage Foundations (High Rise & Monument)	7	7	10-Mar-23	20-Mar-23													
SIGN1160	Install QT High Rise Sign	3	3	30-Mar-23	03-Apr-23													
SIGN1170	Install QT Monument Sign	2	2	04-Apr-23	05-Apr-23													
SIGN1190	F/R/P Truck Scale Sign Footings	2	2	24-Apr-23	25-Apr-23													

█ Actual Work     █ Critical Remaining Work  
█ Remaining Work     ◆ Milestone



Activity ID	Activity Name	Planned Duration	Remaining Duration	Start	Finish	Qtr 4, 2022				Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
SIGN1180	Install QT Directional Signage	2	2	28-Apr-23	01-May-23									■	Install QT Directional Signage			
<b>Landscaping</b>		<b>16</b>	<b>16</b>	<b>01-May-23</b>	<b>22-May-23</b>													
LAND1000	Irrigation System Install (East & South)	8	8	01-May-23	10-May-23									■	Irrigation System Install (East & South)			
LAND1070	Irrigation System Install (North & West)	4	4	01-May-23	04-May-23									■	Irrigation System Install (North & West)			
LAND1010	Topsoil (East & South)	5	5	04-May-23	10-May-23									■	Topsoil (East & South)			
LAND1080	Topsoil (North & West)	3	3	05-May-23	09-May-23									■	Topsoil (North & West)			
LAND1090	Edging (North & West)	2	2	10-May-23	11-May-23									■	Edging (North & West)			
LAND1020	Edging (East & South)	2	2	11-May-23	12-May-23									■	Edging (East & South)			
LAND1030	Trees, Shrubs, Plantings (East & South)	5	5	11-May-23	17-May-23									■	Trees, Shrubs, Plantings (East & South)			
LAND1100	Trees, Shrubs, Plantings (North & West)	5	5	11-May-23	17-May-23									■	Trees, Shrubs, Plantings (North & West)			
LAND1110	Mulch (North & West)	3	3	12-May-23	16-May-23									■	Mulch (North & West)			
LAND1040	Mulch (East & South)	3	3	15-May-23	17-May-23									■	Mulch (East & South)			
LAND1050	Sod (East & South)	3	3	18-May-23	22-May-23									■	Sod (East & South)			
LAND1060	Hydroseed	2	2	18-May-23	19-May-23									■	Hydroseed			
LAND1120	Sod (North & West)	3	3	18-May-23	22-May-23									■	Sod (North & West)			
<b>Closeout</b>		<b>71</b>	<b>71</b>	<b>04-May-23</b>	<b>14-Aug-23</b>													
<b>Inspections</b>		<b>11</b>	<b>11</b>	<b>08-Jun-23</b>	<b>22-Jun-23</b>													
INSP1010	Mechanical Final	1	1	08-Jun-23	08-Jun-23													
INSP1040	Plumbing Final	1	1	15-Jun-23	15-Jun-23													
INSP1000	Electrical Final	1	1	16-Jun-23	16-Jun-23													
INSP1020	Fire Marshal Final	1	1	21-Jun-23	21-Jun-23													
INSP1050	Structural Final (TCO)	1	1	22-Jun-23	22-Jun-23													
<b>Punch List</b>		<b>11</b>	<b>11</b>	<b>23-Jun-23</b>	<b>10-Jul-23</b>													
PNCH1010	Owner Develop Punch List	1	1	23-Jun-23	23-Jun-23													
PNCH1020	Perform Owner Punch List	10	10	26-Jun-23	10-Jul-23													
<b>Commissioning</b>		<b>33</b>	<b>33</b>	<b>04-May-23</b>	<b>20-Jun-23</b>													
COMM1000	Start-Up & Commission Fuel System	15	15	04-May-23	24-May-23									■	Start-Up & Commission Fuel System			
COMM1010	Start-Up & Commission HVAC System	7	7	08-May-23	16-May-23									■	Start-Up & Commission HVAC System			
COMM1020	Start-Up & Commission Plumbing Equipment	7	7	06-Jun-23	14-Jun-23									■	Start-Up & Commission Plumbing Equipment			
COMM1040	Integrate Low Voltage/Communications Systems	7	7	12-Jun-23	20-Jun-23									■	Integrate Low Voltage/Communications Systems			
<b>Contingency</b>		<b>25</b>	<b>25</b>	<b>11-Jul-23</b>	<b>14-Aug-23</b>													
CLOT1000	Weather Contingency	25	25	11-Jul-23	14-Aug-23													



**EXHIBIT K****JOB RULES, REGULATIONS, and SAFETY**

Violation of these Job Rules and Regulations, or violation of safety regulations and procedures as required by OSHA and Whiting-Turner Contracting Company, may subject an employee to immediate dismissal from Quik Trip #7242 project. Additionally, all field supervisory personnel are obligated to enforce these rules with employees they are responsible for. Failure of a supervisor to uphold these rules will be considered a violation and therefore subject him/her to an immediate dismissal.

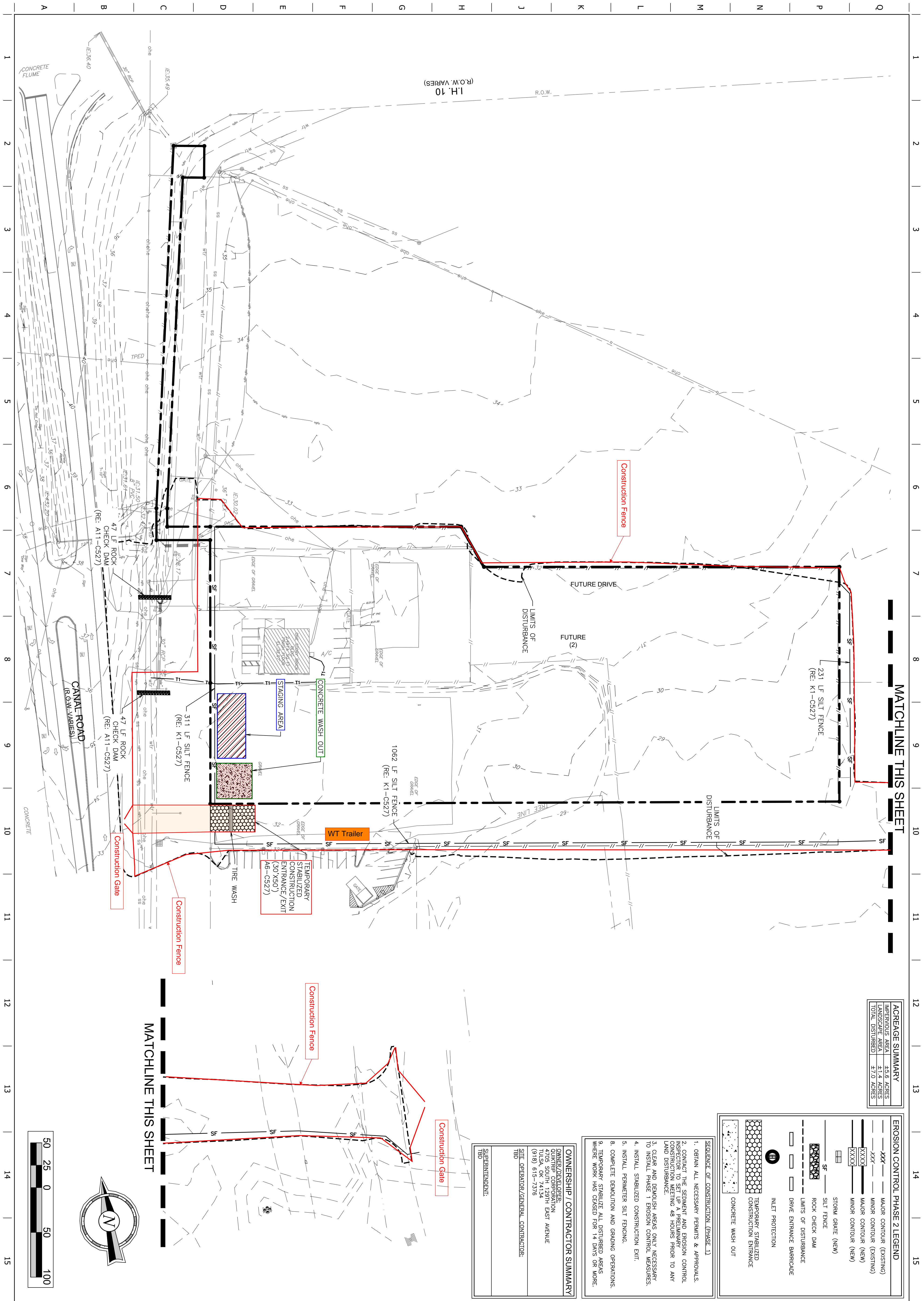
1. HARD HATS must be worn at all times while on site. Hats must be minimum standard rated ANSI Z89.1. No metal hard hats or bump caps are permitted.
2. EYE PROTECTION must be worn at all times while on site. Eyeglasses must meet or exceed ANSI Z87.1 requirements and have side eye shields.
3. WORK BOOTS must be worn at all times. Must be substantial leather boot. No other shoes, including "steel toe tennis shoes" are permitted.
4. ALL WORKERS SHALL:
  - A. Attend Safety Orientation, sign certification, and have ID decal and name displayed on hard hat prior to starting work on site.
  - B. WEAR PROTECTIVE EQUIPMENT when required by type of work (dust masks, ear protection, etc.)
  - C. USE DESIGNATED SANITARY FACILITIES.
  - D. USE DESIGNATED TRASH FACILITIES.
5. ALL WORKERS WILL REQUIRE THE FOLLOWING:
  - A. NO tobacco inside buildings
  - B. NO glass containers are to be brought on site.
  - C. NO drugs or alcohol are to be used or brought onto site.
  - D. NO one is to be under the influence of drugs or alcohol while on site.
  - E. NO carrying of firearms on site.
  - F. NO GAMBLING while on site.
  - G. NO SLEEPING while on site.
  - H. NO running of concessions or other businesses while on site.
  - I. NO RADIOS, TV's, or AUDIO VISUAL equipment is to be brought on site.
  - J. NO open fires, fire barrels, or hot boxes.
  - K. NO Microwaves allowed in the building.
6. Employees shall not falsify any reports or records.
7. All employees assigned to the project must have certification from their employer, that they have been screened for drugs to ensure the project is maintained as a drug and alcohol free workplace.
8. Employees shall not steal. Any employee caught doing so, will be immediately dismissed from site and be subject to prosecution.
9. Employees shall not engage in fighting, "horseplay", or any action that may cause injury or bodily harm to any individual.
10. Employees shall not use profanity or exhibit boisterous behavior.
11. Employees shall not knowingly use or operate any power tool or equipment that is defective.
12. Employees shall not engage in harassment of any kind. Whether against other workers, Erickson employees or residents, or the general public. Violation is cause for immediate dismissal from site.
13. Employees shall not display on their clothes or person any graffiti, symbols, or pictures that would be offensive.
14. Employees are required to adhere and respond to all safety rules and assist with any emergency if requested.
15. Subcontractor will submit (1) bound copy and (1) electronic copy of their company safety program 10 days prior to start of work. Subcontractor supervisor/SSR is responsible to maintain these plans at the worksite. If subcontractor is to perform work from height, this submittal must include a written fall protection plan.
16. All employees/workers who enter the construction site are required to attend the site-specific orientation prior to beginning work on the project. Orientation for employees is anticipated to be approximately 1 hour. Orientation for foremen/supervisors may exceed 1 hour. Subcontractor shall provide a translator for any non-English speaking employees attending orientation.
17. Employee minimum 100% personal protective equipment (PPE) for the project is hard hat (ANSI Z89), safety glasses (ANSI Z87), high-visibility vest/shirt/jacket with reflective stripes, work boots that cover the ankle. Clear or tinted indoor/outdoor safety glasses are required to be worn in the interior of the building. Employees must display subcontractor company logo on their hard hat (printed or sticker) or torso (on high-visibility safety vest, shirt, or jacket). Subcontractor supervision is responsible for enforcement of PPE standards mandated by: the project, subcontractor SSSP, OSHA, and equipment manufacturer requirements. It is highly recommended that

- the subcontractor maintain adequate inventory of PPE at the project site. Subcontractor is responsible for all aspects of PPE suitability, use and training, whether employee-owned or company provided.
18. Subcontractor supervision and SSR are responsible for ensuring the safe completion of their scope of work, meeting all applicable site, subcontractor, and OSHA requirements. Subcontractor supervisor, SSR, foreman, etc. shall be replaced by the subcontractor at the direction of the Whiting-Turner Superintendent, Project Manager, or Safety Manager for nonperformance of his or her safety duties at no additional cost or schedule impact to Whiting-Turner or Client. It is recommended to staff the project with predominantly non-working supervision, depending on crew size and scope of work, to plan & monitor for safe production (employees & tiered employees).
  19. Documented pre-task planning/job hazard analysis is to be completed on a daily basis. Tasks should be reviewed in the area where work is to be performed, crew members should be involved in the development of the plan (safety “huddle”). PTP/JHA are to be updated as tasks, areas, or crew members change. PTP/JHA are to remain in the work area for review and submitted weekly to Whiting-Turner. Subcontractor supervision is responsible to adopt & manage this program.
  20. Competent and qualified persons are required per OSHA standards. Designation in writing, and/or copies of training/certification are required to be provided when requested by Whiting-Turner.
  21. Subcontractor is required to submit copies of safety toolbox talks, covering & signed by all employees working for the subcontractor (all tiers), are to be submitted weekly.
  22. Whiting-Turner supports “Stop Work” authority for each employee on the project. All persons are empowered to question, pause, or in some cases completely stop an activity. This includes the work of other crews or employees, if they believe it to be unsafe or if someone could be hurt. All employers on the site shall stand in full support of this program.
  23. Documented pre-shift inspections are to be completed for mobile equipment, heavy equipment, and cranes. Equipment is to be taken out of service for deficiencies noted. These inspections are to be maintained in the work area for review.
  24. Work performed on any roof area or floor with exposed leading edge(s) above 6’ requires; 100% tie-off to a 5000 pound anchorage, full guardrails or scaffolding to surround the work area, or working within an enclosed warning line system (low-pitch roof area, less than 4:12), set 6’ back from leading edge. Work performed outside the warning line will require 100% tie-off.
  25. Access/work on an unprotected balcony above 6’ height is prohibited. A full guardrail system is required to access a balcony, or 100% tie-off before stepping onto unguarded balcony area (trash bins do not provide guarding) or removing rails. Ladder use on a balcony or leading edge must not expose employee to a potential fall of 6’ or more to a lower level. Ladder must face guardrail or be located a distance from guardrail at least 1.5x the working height.
  26. Certification for operators of powered industrial trucks and cranes (NCCER or NCCCO) is required to be submitted to the Whiting-Turner Superintendent.
  27. Metal ladders are prohibited on the project. Ladders are to be in good condition with legible labels in place. Job Built ladders shall comply with OSHA Standard 1926.1053 Subpart X.
  28. Fully charged fire extinguishers, provided by the subcontractor, are to be kept within 10’ of any spark or open-flame activity on the project. Extinguishers are to be kept within 25’ - 75’ of flammable or fuel storage. Fire extinguishers are to be inspected monthly.
  29. Concrete cutting, chipping, grinding or other dust-producing activity shall be controlled through wet or vacuum methods. If dust controls are not feasible the subcontractor is responsible to provide respirators to qualified employees. A negative exposure assessment will be required to be performed or submitted when controls appear inadequate. All employees of the subcontractor shall be Silca trained per OSHA Standard 1926.1153 Subpart Z as well as identifying the competent Person.
  30. All confined space entries into manholes require air monitoring and the use of a rescue retrieval system for all entrants. Equipment and Personnel shall comply with OSHA Standard 1926.1203 Subpart AA.
  31. Smoking/vaping is restricted to designated areas.

**EXHIBIT L**  
**SCHEDULE OF FINES**

<b>Violation</b>	<b>1st</b>	<b>2nd</b>	<b>3rd w/Termination</b>
Not wearing appropriate work attire or PPE	\$50.00	100.00	\$100.00
Not following requirements of Hot Work Permit (i.e. fire watch, fire ext.)	\$100.00	\$200.00	\$200.00
Excessive accumulation of waste/spoils	\$100.00	\$200.00	\$200.00
Missed progress/safety meeting	\$100.00	\$200.00	\$200.00
Failing to use sanitary facility	\$100.00 plus termination		
Smoking in the building	\$100.00	\$200.00	\$200.00
Failing to report accident in writing within 24 Hours or Hindering an accident investigation	\$100.00	\$200.00	\$200.00
Sabotage of Company/Client or another employee's property	\$200.00	\$200.00	\$500.00
Unlabeled chemical container or improper disposal of hazardous waste	\$100.00	\$200.00	\$200.00
Harassing any person	\$100.00	\$200.00	\$200.00
Using unsafe tools (i.e. missing guards, etc.)	\$100.00	\$200.00	\$200.00
Improper use/storage of compressed gas cylinders or LPG	\$100.00	\$200.00	\$200.00
Using damaged electrical cords	\$100.00	\$200.00	\$200.00
Improper use of ladders	\$100.00	\$200.00	\$200.00
Any confined space violation	\$500.00 plus termination		
Failing to inspect rigging used for lifting daily and as needed, any unsafe crane operation	\$500.00	\$1,000.00	\$1,000.00
Entering an unshored / unsloped excavation	\$500.00	\$1,000.00	\$1,000.00
Purposely dropping items from 1 level to another without use of a spotter	\$250.00	\$250.00	\$500.00
Creating any unsafe condition and failing to protect all employees	\$500.00	\$1,000.00	\$1,000.00
Violating electrical safety policy	\$500.00	\$1,000.00	\$1,000.00
Falsifying reports or records	\$200.00	\$200.00	\$500.00
Violating lockout/tagout	\$500.00 plus termination		
Violating fall protection policy	\$500.00 w/3 days suspension	\$1,000.00 plus termination	
Misuse of aerial lift	\$500.00	\$500.00	\$1,000.00
Violating drug/alcohol policy	\$500.00 w/Termination		
Vandalism, fighting or theft	\$500.00 w/Termination		
Carrying deadly weapon on site	\$1,000.00 w/Termination		

### EXHIBIT M SITE UTILIZATION & ACCESS PROTOCOL



ACREAGE SUMMARY	
IMPERVIOUS AREA	39.6 ACRES
LANDSCAPE AREA	41.4 ACRES
TOTAL DISTURBED	81.0 ACRES

EROSION CONTROL PHASE 2 LEGEND	
---XX---	MAJOR CONTOUR (EXISTING)
---XX---	MINOR CONTOUR (EXISTING)
---XXXX---	MAJOR CONTOUR (NEW)
---XXXX---	MINOR CONTOUR (NEW)
---S---	STONE GATE (NEW)
---S---	SILT FENCE
---S---	ROCK CHECK DAM
---S---	LIMITS OF DISTURBANCE
---S---	DRIVE ENTRANCE BARRICADE
---S---	INLET PROTECTION
---S---	TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
---S---	CONCRETE WASH OUT

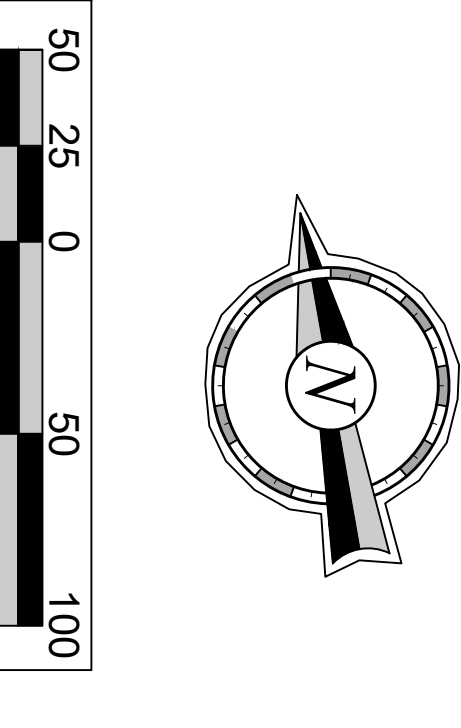
- SEQUENCE OF CONSTRUCTION (PHASE 1)
- OBTAIN ALL NECESSARY PERMITS & APPROVALS.
  - CONTACT THE SEDIMENT AND EROSION CONTROL INSPECTOR TO SET UP A PRELIMINARY INSPECTION 48 HOURS PRIOR TO ANY LAND DISTURBANCE.
  - CLEAR AND RENOVISH AREAS ONLY NECESSARY.
  - INSTALL STABILIZED CONSTRUCTION EXITS, BARRICADES, AND PERIMETER SILT FENCING.
  - INSTALL PERIMETER SILT FENCING.
  - COMPLETE DEMOLITION AND GRADING OPERATIONS.
  - TEMPORARY STABILIZE ALL DISTURBED AREAS WHERE WORK HAS CEASED FOR 14 DAYS OR MORE.

**OWNERSHIP / CONTRACTOR SUMMARY**

OWNER/DEVELOPER:  
QUICKTRIP CORPORATION  
10000 W. GULFPORT BLVD  
TULSA, OK 74134  
(918) 615-7376

SITE OPERATOR/GENERAL CONTRACTOR:  
TBD

SUPERINTENDENT:  
TBD



BID SET  
NOT FOR CONSTRUCTION

**Jacobs**  
CERTIFICATE OF AUTHORITY #780  
SUITE 200  
5000 W. PARKWAY NORTH  
SAN ANTONIO, TEXAS 78232  
TEL: (210) 484-4225  
FAX: (210) 484-4225  
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JACOBS ENGINEERING GROUP, INC.

**QuikTrip No. 7242**  
9326 CANAL ROAD  
GULFPORT, MISSISSIPPI

**QT**

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PROJECT: P1061 05-19-2021  
DIVISION: TULSA  
VERSION: 001  
DESIGNED BY: ER  
DRAWN BY: ER  
REVIEWED BY: SG

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 06/15/2022

SHEET TITLE:  
EROSION CONTROL  
PLAN PHASE 1

SHEET NUMBER:  
C140

SHEET NUMBER:  
**C140**

**EXHIBIT N****SUBMITTALS and AS-BUILTS**

- I. Submit for approval, samples, shop drawings, certificates, test reports and manufacturers' literature and data, as required under the separate compliance with contract requirements. Materials, fabricated articles and the like to be installed in permanent work shall equal those of approved submittals. After item has been approved, no change in brand, make, or characteristics will be considered.
- II. Submit samples, shop drawings, design calculations, certificates, manufacturers' literature and data and other required information in sufficient time to permit proper consideration and approval. Time submission to assure adequate lead-time for procurement of contract required items. Delays attributable to untimely and rejected submittals will not serve as a basis for extending contract time for completion.
- III. Samples, certificates and manufacturers' literature and data must be submitted and shipped prepaid. Whiting-Turner assumes no responsibility for checking quantities or exact numbers included in such submittals. Electronic copies (PDF format) of submittals are preferred. In **addition** to the submittal quantities described within Division 1 or individual specification number. Each contractor will be required to provide and/or post electronically to a designated FTP site (except for samples)
  - A. Submit/Post (2) additional samples in single units. One (1) sample will be returned to the contractor for their records.
  - B. Submit/Post (2) additional copies of product data, certificates, and manufacturer literature. One (1) copy will be returned to the contractor for their records.
  - C. Submit/Post (2) additional copies of shop drawings. One (1) copy will be returned to the contractor for their records.
  - D. Samples, certificates and manufacturers' literature and data will receive consideration only when covered by a transmittal letter signed by Contractor. This letter shall contain the list of items, name of Contractor, applicable specification paragraph numbers, applicable drawing numbers (and other information required for exact identification of location for each item), manufacturer and brand, ASTM or Federal Specification Number (if any) and such additional information as may be required by specifications for particular item being furnished. In addition, catalogs shall be marked to indicate specific items submitted for approval.
    1. Any deviation from contract requirements and justifications therefore must be stated in letter of transmittal. Substitutions must be submitted per the specifications and approved prior to final submittals. Contractor shall allow for a minimum of 20 business days for substitution request to be reviewed / approved. Final submittals must include the approved substitution request.
    2. Required certificates shall be signed by an authorized representative of the manufacturer or supplier of material.
    3. All LEED compliance information related to each submittal must be clearly marked in the submittal and summarized in the transmittal.
  - E. If submittal samples have been disapproved, resubmit new samples as soon as possible after notification of disapproval. Such new samples shall be marked "Resubmitted Sample" in addition to containing other previously specified information required on label and in transmittal letter.
  - F. Shop, erection or setting drawings required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with contract requirements. These drawings must be accompanied by a letter of transmittal containing all applicable requirements previously specified for a letter of transmittal covering samples, certificate and manufacturers' literature and data. Shop Drawings shall not be submitted on Contract Drawings and no mention of the design team will be allowed on the submittal.
    1. Each drawing shall have marked thereon, proper descriptive title, manufactured number, reference to contract drawing number, detail Section Number, and Specification Section Number.
    2. Any deviations from contract requirements must be shown on shop, erection or setting drawings and justification therefore shall be stated in letter of transmittal.
    3. At least one print of approved and disapproved shop drawings will be forwarded to Contractor.

- IV. Contractor is responsible for any delay in progress of work which may be due to Contractor's failure to observe these requirements, including substitutions, and the time for the completion of the contract will not be extended on account of Contractor's failure to submit shop drawings/submittals promptly in strict accordance therewith.
- V. Any shop drawing/submittal/review procedures that are anticipated to adversely affect the schedule shall be immediately called to the attention of Whiting-Turner sufficiently in advance of any anticipated adverse effect on the schedule so that timely resolution of problems that would adversely affect the schedule may be accomplished.
- VI. For procurement of long lead items, this Contractor shall submit and regularly update a Material Expediting List showing item, manufacturer, sales representative and factory representative (including phone numbers), lead time, required shop drawing submittal and approval dates, manufacturer order/job, etc.
- VII. Any deviation from Plans & Specifications must be clearly noted as such on shop drawings & submittals. Failure to clearly note such deviations will not relieve the Subcontractor from the responsibility of meeting the requirements of the Specifications and all Contract Documents.
- VIII. Submittal section 6A shall be incorporated in conjunction with any submittal requirements defined by the contract specifications. If any conflict or discrepancy exists between the above requirements and those defined in the specifications (other than items listed "In Addition To"), then the contract specifications shall govern.

As-Builts

- IX. Contractor shall maintain a current set of As-Built Drawings at the job site. Changes in the work shall be in red ink on these drawings on a daily basis. As-Builts shall be available for review by Whiting-Turner monthly prior any progress payments.. One (1) "progress" set of as-built drawings must be submitted to Whiting-Turner in order to receive 25%, 50% and 75% milestone payments. In addition two (2) prints and a CD containing the AUTOCAD and/or PDF files of the As-Built shop drawings shall be turned in upon Contractor's substantial completion of work and will be a requirement of final payment.

Operation & Maintenance Manuals

- X. Contractor shall post PDF with chapters for approval, all required Operations and Maintenance Manual materials, data, and literature at least two (2) months prior to substantial completion. O&M manuals shall identify each piece of equipment and its corresponding equipment ID number. Once final O&M is agreed to by W-T, the owner, and this contractor, this contractor shall turn over 2 copies of this O&M as well as post electronic copies

**EXHIBIT O**

**BASIS and APPLICATION FOR PAYMENT,  
INCLUDING RELEASE OF LIENS**

- I. No later than the 18<sup>th</sup> of each month, the Contractor shall have delivered to Whiting-Turner an Application for Payment in the amount of ninety percent (90%) of the portion of the contracted sum properly allocated to labor, material and equipment incorporated into the work by the last day of the month, less the aggregate of previous payments made by Whiting-Turner. This procedure will continue each month through the course of the contract until the time that all contract work and all extra work has been completed. The amount requested shall be based on the projected monthly percent complete of the various work items performed under this subcontract.

The Contractor shall invoice in accordance with established cost codes and upon completion of his work shall submit a final compilation of project expenditures broken into appropriate cost codes and quantities. This will be a condition of final payment.

All payment requests, clearly indicating the Job Name and Contract Number shall be submitted on W-T Payment form/WT 001, 002 and 003, notarized, and supported by all data substantiating the Contractor's right to payment as the Owner's Representative may require. Any invoice submitted on a form other than the correct W-T document will be returned for proper submission on the following billing cycle.

- II. It is understood by this subcontractor that payment by Whiting-Turner will be in accordance with Article 5 of this subcontract.
- III. Release of final retainage by Whiting-Turner shall be per the terms stated in the Standard Form of Subcontract.
- IV. All "Application for Payment" forms shall be accompanied by the appropriate Subcontractor and 2<sup>nd</sup> Tier subcontractor/supplier "Waiver of Lien and Affidavit" forms enclosed herewith and as may be required by the Owner.
- V. Release of liens may also be required from sub-subcontractors and suppliers.
- VI. All contractors will be required to complete a 'Subcontractor Monthly Manpower and Incident Report' form each month or as requested by Whiting-Turner. This report should be submitted on or before the tenth of each month and must be received by W-T prior to releasing any progress payments.

### SUBCONTRACTOR'S PARTIAL RELEASE WAIVER OF LIEN AND AFFIDAVIT

TO: THE WHITING-TURNER CONTRACTING COMPANY  
(Contractor)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: WT SUBCONTRACT NO.: \_\_\_\_\_

OWNER: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CURRENT INVOICE NO.: \_\_\_\_\_

FOR THE PERIOD ENDING: \_\_\_\_\_

The undersigned Subcontractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Contractor, Owner, their sureties and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Subcontractor, its subcontractors, and suppliers, in connection with the Project and subcontract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Subcontractor has been authorized to proceed with by the Contractor, but for which payment has not yet been approved.

Except as noted below, Subcontractor acknowledges and represents that for the period and work covered by all previous invoices for which Subcontractor has received payment:

- 1. Subcontractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
- 1. Subcontractor has properly applied previous payments to pay all outstanding invoices related to the Project.
- 1. Subcontractor is aware of no claims nor any circumstances that could give rise to any future claims against Contractor, Owner, Architect or other Subcontractor on the Project.
- 1. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Subcontractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Subcontractor to others in connection with the Project.

Contract Sum to Date	\$ _____
Total Completed and Stored to Date	\$ _____
Total Retention to Date	\$ _____
Total Earned Less Retention	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: \_\_\_\_\_  
(Name of Subcontractor)

BY: \_\_\_\_\_  
(Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF \_\_\_\_\_ )  
(CITY)(COUNTY)OF \_\_\_\_\_ ) to wit:

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, appeared before me \_\_\_\_\_ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Subcontractor's Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

\_\_\_\_\_

My commission expires: \_\_\_\_\_

(Notary Public)





**EXHIBIT P**

**PAYMENT BOND**

**THE WHITING-TURNER CONTRACTING COMPANY  
300 EAST JOPPA ROAD  
TOWSON, MARYLAND 21286**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

\_\_\_\_\_

(here insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Obligee, hereinafter called Obligee, in the amount of Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into Contract No \_\_\_\_\_ with Obligee for \_\_\_\_\_

\_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred as a Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall promptly make payments to all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract and any and all modifications of said Contract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Contract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor, material, rental equipment, supplies, or services in the performance of the said Contract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond, in their own names

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Principal*

(Seal)

Witness:

\_\_\_\_\_

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and title - type or print*

\_\_\_\_\_  
*Surety*

By:

\_\_\_\_\_  
Signature Attorney-in-Fact

**PERFORMANCE BOND**

**THE WHITING-TURNER CONTRACTING COMPANY  
300 EAST JOPPA ROAD  
TOWSON, MARYLAND 21286**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

(here insert the name, address and state of incorporation of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto THE WHITING-TURNER CONTRACTING COMPANY, 300 East Joppa Road, Towson, Maryland 21286 as Oblige, hereinafter called Oblige, in the amount of Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into Contract No \_\_\_\_\_ with Oblige for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which Contract is by reference made a part hereof, and is hereinafter referred as a Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms conditions, and agreements of said Contract within the time provided therein, any extensions thereof that may be granted by the Oblige, and during the life of any guarantee required under said Contract, and shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, and shall pay to said Oblige and save harmless said Oblige of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Oblige may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Contract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

Whenever Principal shall be declared by the Oblige to be in default under the Contract, the Surety shall, within ten (10) calendar days after notice of default from the Oblige, notify the Oblige of its election either to promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Oblige thereupon shall have the remaining work completed, Surety to remain liable hereunder for all expenses, including attorney's fees, of completion

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the name and corporate seal

of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
*Principal*

(Seal)

Witness:

\_\_\_\_\_

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Bonding Agent*

\_\_\_\_\_  
*Name and title - type or print*

\_\_\_\_\_  
*Surety*

\_\_\_\_\_  
*Address*

By:

\_\_\_\_\_  
Signature Attorney-in-Fact

\_\_\_\_\_  
Phone