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WEHR CONSTRUCTORS, INC.
SUBCONTRACT AGREEMENT SUPPLEMENT

The material and/or performance of service covered by the attached Subcontract Agreement between Wehr Constructors, Inc. ("Wehr") and the Subcontractor as designated therein, ("the Subcontractor") shall also be subject to the following provisions of this Subcontract Agreement Supplement, including all other documents made a part hereof by reference ("Supplement"):

1. This Supplement shall be deemed binding upon acceptance by the Subcontractor of the Subcontract Agreement, or by shipment of the material in whole or in part, or by the performance or commencement of performance of work or services specified in the Subcontract Agreement, subject to all the terms and conditions provided in the Subcontract Agreement, this Supplement, and the Subcontract – including the Contract Documents (as defined herein below).
2. No modifications of, additions to, or deletions of the terms or conditions of this Supplement or the Subcontract Agreement, whether included separately by the Subcontractor or upon the copy provided for the Subcontractor's acceptance, or otherwise proposed by Wehr, shall become a part of the Subcontract between the Subcontractor and Wehr unless accepted in writing by the party to be bound thereby. It is further agreed that no terms contained in the Subcontractor's quotation, offer, proposal or acknowledgment shall be a part of the Subcontract unless specifically accepted by Wehr in writing.
3. This Supplement, and the documents incorporated herein by reference, contain all the terms and conditions agreed to by the parties hereto, and no other terms, conditions, or representations, oral or otherwise, respecting the subject matter of this Supplement, the Subcontract Agreement and the Subcontract shall be construed as forming any part of the Subcontract except as set forth above in Paragraph 2(a).
4. "The Subcontract", as used herein, consists of the Subcontract Agreement, this Supplement, the Bid Package and all of its contents, the Prime Contract, including the contract between Owner and Wehr and all Contract Documents enumerated therein, the conditions of the contract between Wehr and Owner (general, supplementary and other conditions), the drawings, specifications, schedules, all addends issued prior to execution of this Supplement, all documents incorporated, enumerated or incorporated by reference into the above, and modifications and changes issued after the date of this Supplement incorporated and adopted pursuant to the terms of this Supplement. Each document enumerated in this Paragraph is incorporated into this Supplement and made a part hereof as if restated in full.
5. "The Owner", as used herein, means the person or legal entity, whether public or private, with whom Wehr has contracted for the construction of the project to which the Subcontract applies. When used herein, Owner is also to be construed as the properly designated agent or representative of the Owner through whom the Owner does, or may give directions, may bind the Owner in contract, or is otherwise authorized by the Owner to speak on its behalf.
6. The terms "Architect" and "Engineer", as used herein, are to be given the ordinary meaning applied to those terms and the professions they represent.
7. The term "Subcontract Amount" means the price of the bid, as accepted by Wehr,

which is intended by the parties to be the amount of compensation payable from the Owner, through Wehr, to the Subcontractor, subject to subsequent change orders, cancellations, and other amendments which from time-to-time may occur.

8. The term "Prime Contract" means the contra between Wehr and the Owner for the prosecution of the project and includes any and all documents incorporated therein by reference (the "Contract Documents").

BASIC REQUIREMENTS OF SUBCONTRACTORS

1. It is understood that contracts will be awarded, and labor employed on the job without discrimination. The Subcontractor agrees that in the event of a work stoppage resulting from a labor dispute directed at the Subcontractor, Wehr has the right to proceed as set forth in "BREACH OF CONTRACT" provisions of this document, in addition to any other provisions and remedies as set forth in the Subcontract.
2. The Subcontract Amount includes all applicable federal, state, local, sales and transportation taxes of every description unless otherwise arranged and mutually agreed in writing and is a firm price subject to no adjustment or escalation except mutually agreed change orders. The Subcontractor agrees to make all payments of applicable taxes as required by the taxing authorities and agrees to fully indemnify, hold harmless and defend Wehr and the Owner from any claim relating to the Subcontractor's obligations for payment of taxes herein.
3. By executing subcontract agreement, subcontractor assumes responsibility for all material delays and/or price escalations that may arise through the duration of the project. No considerations, whether in the form of time, schedule, or financial, shall be made by WEHR to accommodate subcontractor pricing increases after contract execution with exception of a written notice from owners for project delay, stoppage, or contract change order issuance.
4. The Subcontractor shall timely prepare and provide shop drawings as directed by the Subcontract and, in any event, will furnish same for approval by the Architect or Engineer. Subcontractor will obtain approval from the Architect, Engineer or Wehr prior to fabrication of any item under the Subcontract. Submittal data shall be prompt and complete to ensure scheduled delivery of equipment and/or materials pursuant to the Subcontract Documents and so as not to delay progress of the work. Delay in approval of any drawings shall not, in and of itself, relieve the Subcontractor of its duty and responsibility to perform the work in the manner necessary to produce the results required by the Subcontract Documents and within the time requirements of the project schedule.
5. Subcontractor warrants that it will always comply with the WEHR JOBSITE PROCEDURES, POLICIES, AND REQUIREMENTS (see www.wehrconstructors.com). Subcontractor also warrants that it will indemnify and hold harmless Wehr and the Owner for any fines, violations, injuries (whether to person or property) or any other loss or damage caused by Subcontractor, or its subcontractors or materialmen, failure to comply with such safety standards.
6. As built documents and data shall be prepared, updated, maintained, and recorded by the Subcontractor as applicable to the Subcontractor's work consistent the requirements of the Subcontract (including the Bid Package and its contents), and shall be submitted concurrent with the Subcontractor's request for progress payments for review and approval by Wehr. Such review and approval shall be a condition precedent to progress payment under the terms of this Agreement.

Approval of any drawings shall not relieve the Subcontractor, or any of the Subcontractor's subcontractors, of their duty and responsibility to perform the work in the manner necessary to produce the result required by the Subcontract Documents.

7. At the time of returning the acknowledgment copy of the Subcontract Agreement, the Subcontractor must attach thereto a letter, in duplicate, listing the names and complete addresses of the principal material suppliers as well as any subcontractors the Subcontractor intends to use in connection with the Subcontract. If not subcontracting, please so state in the letter. Wehr reserves the right to reject the Subcontractor's use of any subcontractors or materialmen considered to be unsatisfactory. Rejection of a subcontractor by Wehr will not result in any change to the Subcontract Amount.
8. All material, work or services under the Subcontract are subject to inspection and acceptance. Materials rejected on account of inferior quality or workmanship will be returned to the Subcontractor. Any expense incurred by Wehr for transportation, labor for repacking, reloading, trucking, and/or otherwise are the sole responsibility of the Subcontractor. Rejected materials or services are not to be replaced except upon receipt of instructions from Wehr. Acceptance of defective materials or services shall not constitute a waiver and shall not preclude Wehr from thereafter rejecting other defective materials delivered, or work performed, under the Subcontract.
9. The Subcontractor expressly agrees to perform all the work and/or furnish all materials required by the Subcontract in conformity and compliance with all applicable laws, rules, regulations, codes and permits of state, federal and local governments having jurisdiction.
10. If substances covered by the Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, (CERCLA), or the Clean Air Act, or any other federal, state, or local laws concerning hazardous and other chemical materials are to be used, handled or relate to the work by the Subcontractor, the Subcontractor's subcontractors or anyone directly or indirectly employed by them, then the Subcontractor, prior to delivery to the job site, shall give written notice of the material to Wehr and the Subcontractor shall furnish any other safety data sheets required, and shall properly train and advise the Subcontractor's employees, subcontractors, sub-subcontractors, agents and invitees as to handling of and compliance with all federal, state, and local laws and regulations with regard to such hazardous substances. The Subcontractor shall provide Wehr with copies of all permits, licenses, and insurance policies for the handling of such substances as may be required by all relevant jurisdictions. The Subcontractor agrees to indemnify, hold harmless and defend Wehr and the Owner from all claims, losses, fines, or any other expense, including but not limited to remedial costs, investigative costs, defense costs and/or attorney's fees, incurred because of said materials and/or their use or disposal.
11. The Subcontractor shall be deemed to represent that the goods to be furnished hereunder were or will be produced in compliance with the applicable requirements of federal and state law, including, but not limited to, the Fair Labor Standards Act of 1938, as amended, including the requirements as to records, and, if requested, shall insert a certificate to that effect on all invoices submitted in connection with this contract.
12. In the event of conflicts between the terms of this Supplement and any other

document, then in the event the conflicting language is found in the Prime Contract, the Prime Contract will control. If the conflict is with another document which forms part of the Subcontract or a document which is outside the Subcontract, then the terms of this Supplement will prevail.

13. 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 by 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.

BREACH OF SUBCONTRACT, CLAIMS, DAMAGES

1. Upon a material breach of the Subcontract, Wehr, in its sole discretion, may pursue any remedy it has at law or through the Subcontract, including but not limited to:
    a. Notifying the Subcontractor and its surety, if any, in writing that a material breach has occurred and Wehr considers the Subcontract in Default; and/or
    b. Terminating the Subcontract; or
    c. Supplementing the work force of the Subcontractor to perform any portion of the work; or
    d. Deleting any portion of the work from the Subcontract; or
    e. Taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Subcontractor for Wehr's use in completing the work to be performed under the Subcontract; and
    f. Accepting assignment of any delivery orders or subcontracts; or
    g. Completing and/or correcting the work by means of a substitute subcontractor; or
    h. Any other action deemed appropriate after consideration of all the circumstances.
2. The Subcontractor shall be held financially responsible to the extent of any delay in the completion of the Subcontract and for any damages, whether actual, consequential, or liquidated, which result there from (whether owed to another contractor, architect, engineer, supplier, subcontractor, or the Owner), and for any costs incurred by Wehr in the completion of its contractual obligations to the Owner which are caused in whole or in part by the delay of the Subcontractor.
3. Under no circumstances shall Wehr be liable to Subcontractor, either for damages or the granting of an extension of time in which to complete the work, unless the Owner is liable to Wehr for damages or an extension of time to complete the project because of the circumstances, attributable in whole or in part to acts or omissions of the Owner, causing the delay in the Subcontractor's work. Any equitable adjustment and/or damages the Subcontractor may be entitled to receive on account of a properly and timely made delay claim shall be limited to its fully documented and demonstrated additional direct costs of performance caused by such delay and shall not include claims for lost profits, attorneys' fees, overhead, indirect costs, rental charges attributable to equipment owned by Subcontractor or any affiliate of Subcontractor, and/or consequential damages.
4. The Subcontractor agrees to fully indemnify the Owner and Wehr for any loss, damages, cost, expense, including, but not limited to, cost to complete the work,

losses relating to liens or claims of laborers or material suppliers of the Subcontractor or other subcontractors, litigation costs, including reasonable attorney's fees, and any other loss or expense resulting from the Subcontractor's failure to fully, timely, and completely prosecute the work assigned to it through the Subcontract.

5. In addition to any requirements of this Supplement, The Subcontractor shall make all claims for extension of time, delays, extras, or damages of any nature for which the Owner may be responsible in the method and amount as provided in the Contract Documents for like claims by Wehr on the Owner and within the time set forth in this Supplement. In any event, the Subcontractor shall make such claims in sufficient time for Wehr to comply with the Contract Documents for making such claim to the Owner. Subcontractor shall have access to WEHR's Contract with Owner at Subcontractor's Request. Wehr shall only be liable to the Subcontractor to the extent the Owner is liable to Wehr for each claim or extra.
6. Except as otherwise provided in the Subcontract, any dispute concerning any matters arising under the Subcontract which is not otherwise resolved shall be decided by Wehr. On the Subcontractor's request, the decision will be reduced to writing and furnished to the Subcontractor. Wehr's decision shall be final and conclusive unless within 20 days from the date of receipt of such writing, the Subcontractor makes written demand for relief to the Owner, Architect, or Engineer. The decision of the Owner, Architect, or Engineer shall be final, subject only to any dispute resolution procedures contained within the contract between Wehr and the Owner which are expressly made applicable to this subcontract.
7. Should the Subcontractor desire to pursue legal action regarding an adverse final decision rendered by the Owner, Architect or Engineer, the Subcontractor agrees to bear the full cost and sole responsibility for prosecuting such an action, including but not limited to sole responsibility for its attorney's fees.
8. The Subcontractor shall continue its work and maintain the progress schedule during any dispute or legal proceedings unless otherwise agreed in writing by the parties hereto.
9. Should the Subcontractor cease to conduct operations in the normal course of business (including inability to meet the Subcontractor's obligations as they mature) or if any proceeding under the Bankruptcy or Insolvency Laws is brought by or against the Subcontractor, or a receiver for the Subcontractor is appointed, or application for an assignment for the benefit of creditors is made by the Subcontractor, the Subcontract may be terminated without liability except for deliveries previously made or work previously performed.
10. Any claim, dispute, or other matter in question between Wehr Constructors and the Subcontractor relating to the Agreement is assumed to have legal venue set in Jefferson County, KY.
11. Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall
12. after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitrations. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5
13. Claims not resolved by mediation shall be decided by arbitration which, unless the

parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Arbitration shall take place in the Commonwealth of Kentucky and the Courts of the Commonwealth shall have jurisdiction over the matter. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

14. A demand for arbitration shall be made within the time limits specified in Specific Sections (all applicable), and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined.
15. Limitation or Consolidation or Joinder. No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees, or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question or fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction hereof.
16. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
17. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

CHANGE ORDERS

1. Wehr may at times request the Subcontractor make changes in the work as specified. In the event the change falls within the scope of the Subcontractor's work, Wehr may do so by designated change orders (including "no-cost" change orders) at any time. If, however, in Wehr's opinion the change would modify or alter the scope of the Subcontractor's work, Wehr will submit the proposal in writing to the Subcontractor with estimates as to the extent of the proposed change in terms of cost, time, and/or scope. The Subcontractor shall respond within seven days thereafter, or such other reasonable amount of time as Wehr may provide and state the Subcontractor's estimates of the change in scope, time and/or cost. Failure of the Subcontractor to timely respond will be deemed an acceptance of the submitted estimates and a conforming change order will be issued.
2. To facilitate change orders, upon returning an executed copy of the Subcontract

Agreement, the Subcontractor shall provide a written schedule of values pertaining to the trade or work to be undertaken in this Subcontract. The schedule of values should contain itemization of costs for labor, material, equipment, and any other cost items included in the Subcontractor's work.

3. No work which the Subcontractor deems to be a modification, change or extra work shall proceed without written authority from Wehr. Should Wehr and the Subcontractor be unable to agree as to the value of such work to be added or omitted, Wehr may, at Wehr's option, order the Subcontractor to proceed by written order as set forth above omitting the value of such work to be added or omitted. Wehr reserves the right, at Wehr's option, to submit to the Architect, Engineer or Owner the issue to determine the value of the work. The decision of the Owner, Architect or Engineer shall be binding final, subject only to any dispute resolution procedures contained within the contract between Wehr and the Owner which are expressly made applicable to this subcontract.
4. Should the Subcontractor be required to perform additional work for which the amount of compensation has not been previously agreed upon, the Subcontractor shall, prior to performing such work, submit to Wehr a detailed proposal describing the estimated materials, quantities, labor, and costs involved. During the work, the Subcontractor shall keep accurate, detailed, and itemized records of the costs of any such change, reporting said information to Wehr, if requested by Wehr, as often as each day. The Subcontractor shall furnish certified copies of all time sheets, payrolls, invoices, vouchers, receiving and inspection reports and other documentation evidencing and specifically segregating those costs which evidence the Subcontractor's expenditures which are the direct result of the change. Receipt and acknowledgment of the above by Wehr or the Owner shall not be construed or deemed as acceptance of the accuracy and validity of any portion thereof by Wehr or the Owner.

CLOSEOUT PROCEDURES

1. Warranties, guarantees and/or maintenance services as specified and applicable to the work required under the Subcontract shall be the sole obligation and responsibility of the Subcontractor. If no guarantee is specifically provided for in the specifications, and if the Subcontractor does not provide a separate written warranty, the Subcontractor hereby agrees to guarantee the Subcontractor's work, including all labor and materials, to be free of any faulty materials or workmanship for a period of one year from substantial completion, (as defined in the Contract Documents), which is in addition to and not in lieu of any other obligations or warranties the Subcontractor may have, or rights or remedies Wehr may have. The Subcontractor, at its own cost and expense, also agrees to be responsible for and to correct all defective materials or workmanship attributable to Subcontractor's work, and damages resulting therefrom. Emergency repairs or protection by the owner or Wehr shall not invalidate the warranty.
2. If the Subcontractor provides its own warranty, except as herein enumerated, the terms of that warranty prevail. Notwithstanding the foregoing, any provisions in the Subcontractor's standard warranty making coverage less than one year, or regarding venue, choice of law, personal jurisdiction, limitations on liability, (other than the length of time the warranty is to exist) or arbitration are hereby rejected and superseded by the Subcontract.

DEFAULT OF CONTRACT

1. 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 Contactor 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, 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

2. 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.
3. 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.
4. 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 because of such delay; and all such costs, damages, and expenses shall be paid or reimbursed to Contractor upon demand.

DUE DILIGENCE

1. The Subcontractor represents that it has investigated, examined, inspected and thoroughly familiarized itself with the Subcontract and all such documents as enumerated in this document or all incorporated documents of this agreement ("the Subcontract Documents"), the site and adjoining premises in connection with which the work covered by the Subcontract is to be performed, that it has thoroughly informed itself as to any difficulties in connection therewith, and that Wehr has made no representation of any kind or nature with reference thereto not contained in the Subcontract. Any site related information provided by WEHR without warranty as to its accuracy, shall be for information purposes only and Subcontractor shall independently verify the accuracy of any such information before relying upon it. No additional compensation shall be granted to subcontractor for information of site-specifics transmitted by WEHR to Subcontractor, as Subcontractor is responsible for company's own due diligence.
2. Commencement of this or any portion of the work thereof by the Subcontractor shall be conclusive evidence that the jobsite or that part thereof where such work is being installed is in proper condition for the reception and installation of the work.

INDEMNIFICATION

1. It is the Intent of this Provision that the Subcontractor be bound to WEHR at no less than the same level of Indemnification as WEHR is bound to the Owner. Therefore, to the fullest extent permitted by law and to the extent claims, damages, losses, or expenses are not covered by Insurance required by the Subcontract to be purchased by the Subcontractor, the Subcontractor shall provide a defense for, indemnify and hold harmless the Owner, Wehr and agents and employees of each against any claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work. The Subcontractor's indemnification includes any claim, damage, loss, or expense attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights of indemnity which would otherwise exist as to a party or person described in this paragraph. To the extent that the contract between the Owner and Wehr requires the indemnification of the Architect, Engineer or their consultants, agents, or employees by Wehr, then those same parties shall be included in the indemnification provided to Wehr from the Subcontractor herein.
2. In claims against any person or entity indemnified under this paragraph by an employee of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts they may be liable, the indemnification obligation under the paragraph above shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

INSURANCE REQUIREMENTS

1. If the Subcontract involves performance of work at the jobsite, the Subcontractor will comply with all applicable Workers Compensation laws, will maintain such insurance as will protect the Subcontractor from claims under such laws, and will carry Contractor's Public Liability and Property Damage insurance along with all other insurance as required by the Subcontract. At a minimum, and without regard to the insurance requirements set forth in the Prime Contract (unless such insurance requirements in the Prime Contract exceed the minimum requirements provided herein, in which event all insurance requirements in the Prime Contract shall be fully satisfied), Subcontractor shall purchase and maintain insurance with the following coverages and minimum limits of liability:

    - Commercial General Liability policy (CGL) with limits of Insurance *not less than*
    - $1,000,000 each occurrence and $2,000,000 aggregate.
    - If the CGL coverage contains a General Aggregate Limit, such General Aggregate Limit should apply separately to each project.
    - CGL coverage should be written on Insurance Services Office (ISO) occurrence form CG 00 01 (with an edition date no earlier than10/01) or an equivalent, providing coverage for liability arising from premises, operations, blanket contractual of a type that provides coverage for the indemnification

clause in this subcontract, independent contractors, products-completed operations, and personal injury and advertising injury.

- The Contractor, Owner and all other parties required of the Contractor, should be named as additional insureds on the subcontractors CGL policy using ISO Additional Insured Endorsements CG 2037 (10/01) and either CG 2010 (10/01) or CG 20 38 (04/13), or an endorsement providing equivalent coverage to the additional insureds. The coverage for the additional insureds should provide primary, non-contributory coverage AND include completed operations coverage.
- CGL coverage for shall be maintained by Subcontractor and all additional insureds for the duration of the project. Subcontractor shall maintain completed operations coverage states statute of repose of the state where the project is located or if such state does not have a statute of repose, a minimum of 5 years after the completion of the work.
- Business Automobile Liability coverage with limits *not less than* $1,000,000 each accident. Coverage should include liability arising out of all owned, leased, hired and non-owned automobiles.
- Commercial Umbrella coverage with limits *not less than* $2,000,000. Coverage should include all entities that are additional insureds on the CGL.
- Workers' Compensation and Employers' Liability coverage with limits *not less than* $500,000 each accident, $500,000 for bodily injury by accident, and $500,000 each employee for injury by disease. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement or the Maritime Coverage Endorsement should be attached to the policy.
- To the fullest extent permitted by law, Subcontractor shall obtain a waiver of subrogation on the CGL, Business Automobile, Workers' Compensation and Umbrella Liability policies.
- Subcontractor shall provide to Wehr a Certificate of Insurance demonstrating that Subcontractor has purchased and is maintaining the required coverage and minimum limits.
- Subcontractor shall provide to Wehr a copy of the additional insured endorsement verifying the type of additional insured coverage which is required.
- The coverages on the CGL and Umbrella policies issued to Subcontractors shall not exclude residential work.
- Subcontractors shall use insurance companies with an A.M. Best Financial Strength Rating no less than "A-."

2. Prior to starting work, the Subcontractor shall furnish satisfactory evidence to Wehr and the Owner and to other parties upon request, that the Subcontractor has insurance as required by the above provisions and the Contract Documents. All such insurance, including general liability and umbrella/ excess liability except Workers' Compensation/ Employer's Liability, shall be name Wehr and the Owners as additional insured shall provide primary coverage (including Completed Operations) for all claims and losses against Wehr and the Owner, including but not limited to those claims that arise out of injuries to the employees of the Contractor, employees of the Contractor, employees of the Contractor's subcontractors or injuries of third parties, from your work under this

agreement, or as a result of the Subcontractor's performance. To the extent that the contract between the Owner and Wehr requires the Architect and/ or Engineer to be names as additional insureds, then they too shall be included as additional insureds on the insurance certificate provided to Wehr from the Subcontractor. Such certificates shall provide for fifteen (15) days prior written notice to Wehr before cancellation of the policy. Wehr may pay any required premiums to maintain said insurance and such amounts, if paid, shall be back charged to the Subcontractor. Any other insurance in force for said additional insureds under the Subcontractor's policy(ies) shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by Wehr, and the Owner shall be excess coverage.

JOBSITE CLEANLINESS

1. The Subcontractor is responsible for all debris, trash and waste materials created by the Subcontractor and shall clean up any debris, trash and/or waste materials daily and remove it to a location, on or off site, designated by, or acceptable to, Wehr. If the Subcontractor fails to clean up and properly dispose of all debris, trash, and waste materials within eight hours after notice by Wehr to do so, Wehr shall have the right to perform said clean up and charge the Subcontractor all expenses with 20% Overhead and Profit each incident thereto, including labor, transportation, dumping costs and other expenses incurred.

PAYMENT PROCEDURES AND PROVISIONS

1. If Wehr elects to make payment in advance of the receipt of work or materials, it is agreed by the Subcontractor that such prepayment shall not constitute a waiver of any rights or claims which Wehr may have arising out of or connected to the inspection and acceptance of the merchandise or work after receipt of the Subcontractor's performance under this Agreement.
2. Payments on subcontracts will be made subject to all provisions as stated herein, and to the extent not inconsistent with the Subcontract payments shall be made subject to the same terms as specified in the Prime Contract and all contract documents incorporated therein under which the work is performed. Payment of any progress payment, final payment, or any approved portion of the Subcontractor's monthly estimate shall be conditioned on receipt by Wehr of payment from the owner. Subcontractor agrees that payment to Wehr by the Owner is a condition precedent to the Subcontractor's right to payment and that as a result thereof, the risk of non-payment by the Owner is shared equally by Wehr and the Subcontractor. No progress payment under the Subcontract shall be conclusive evidence of the satisfactory performance of the Subcontract either in whole or in part, and no payment shall be construed to be acceptance of defective work or improper materials.
3. Payment to the Subcontractor is subject to Wehr withholding an amount reasonably necessary, at its discretion, to fully protect and insure itself against any actual or potential liability or damage directly or indirectly relating to the Subcontract, or the Subcontractor's breach or threatened breach of the Subcontract. In addition, and subject to any controlling statutory guidelines, Wehr may withhold payment from the Subcontractor, in whole or in part, for the reasons and circumstances by which the

Owner may withhold payment from Wehr under the Contract Documents, regardless of whether the Owner has withheld payment to Wehr. The Subcontractor agrees that Wehr reserves the right at its sole discretion to issue joint checks, direct payment to third parties, or payment directly to the Subcontractor's subcontractors or suppliers on account of and in lieu of payment directly to the Subcontractor for sums due under the Subcontract.

4. The Subcontractor agrees to pay for all materials and labor used for, or in connection with, the performance of the Subcontract through the periods covered by previous payment from Wehr. Subcontractor further agrees to furnish Wehr periodically, on request by Wehr, all affidavits, partial lien releases or other satisfactory evidence of compliance with the above. When applicable, Subcontractor is to provide Wehr with information regarding any amounts owed for labor or materials which are or might become liens against the work or property. The Subcontractor further agrees to provide sworn statements of all parties who furnish labor or materials to the Subcontractor, and the Subcontractor will require the Subcontractor's subcontractors to similarly furnish said affidavits granting partial lien releases or statements on request. Receipt of payment constitutes a partial release of lien for work performed to date.
5. The Subcontractor agrees to furnish Wehr with written releases and waivers of liens and claims from all persons, firms and corporations that may have furnished the Subcontractor any services, equipment, material, or may have in any way had dealings and agreements in connection with the Subcontractor's work under the Subcontract. Subcontractor further agrees to provide said releases and waivers in a form acceptable to Wehr and Owner's Project Specific Requirements and with every application for payment, but not less frequently than monthly.
6. Final payment to the Subcontractor is contingent on Wehr's receipt of final payment by the Owner. Subcontractor agrees that final payment by the Owner is a condition precedent to the Subcontractor's right of final payment. Final payment is further subject to issuance of a certificate from the Architect or Engineer that the work has been done in a satisfactory manner and that the project has attained substantial completion. Final payment is further subject to Wehr's receipt from the Subcontractor of all written guarantees, warranties and bonds relating to the work, final waivers of liens or possible liens, and complete releases from the Subcontractor and any subcontractors of the Subcontractor, as well as any material supplier or other suppliers of labor, materials or other items relating to the work under the Subcontract. Wehr also requires an affidavit from the Subcontractor certifying payment in full for all items relating to the work. The Subcontractor covenants and agrees not to make any claim against Wehr's surety on any payment bond provided by Wehr if Wehr has not been paid by the Owner for the work provided by the Subcontractor.
7. All sums which the Subcontractor are obligated to pay to Wehr shall accrue interest on the unpaid principal balance at the rate of twelve percent per year compounded daily, or the maximum rate permitted by law.

PROJECT SCHEDULE REQUIREMENTS OF SUBCONTRACTOR

1. Time is of the essence. Therefore, the Subcontractor agrees to promptly deliver the ordered services and materials at the times and in accordance with the performance and delivery requirements specified in the Subcontract and schedules. Failure on the

part of Subcontractor to perform or make submittals and deliveries within the specified time shall be deemed a material breach and shall permit Wehr, at its option, to exercise its remedies pursuant to parameters outlined in this agreement.

2. The Subcontractor agrees to begin work as called for in the Subcontract documents, or immediately upon verbal or written notice by Wehr, and agrees to supply adequate equipment, materials, and properly skilled workmen to properly prosecute the work in accordance with the construction progress schedules, and any modifications thereto, to achieve the project completion date established by Wehr. The Subcontractor agrees to coordinate its work with other subcontractors and trades, with due acknowledgment and consideration herein that other work is dependent on the progress of the Subcontractor's work for proper completion. The Subcontractor, its subcontractors, and suppliers, along with the employees, agents and representatives of each, covenant that they will always work in harmony with those employed by Wehr and others.
3. 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.
4. 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.
5. 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.
6. If Wehr determines the progress of the Subcontractor's work has been stopped, materially delayed, or fallen behind schedule, Wehr may, by written notice, direct the Subcontractor to take such steps Wehr deems necessary to improve the rate of progress. In that event, the Subcontractor will have no less than 48 hours to increase the labor force, increase the number of shifts and overtime operations, increase the days of work, and/or submit for approval a schedule demonstrating the method under which the required rate of progress will be regained. The foregoing is not an exhaustive list of steps which Wehr may direct the Subcontractor to undertake. Should, in Wehr's judgment, a sufficient rate of progress not be regained, Wehr shall have the option to employ workmen and take such other steps as necessary to prosecute the work in a timely manner. The foregoing is in addition to, and without waiving, any other remedies Wehr may have including those provided in Paragraph 9 herein. All costs incurred by Wehr associated with bringing the Subcontractor's work back on schedule will be the sole responsibility of the Subcontractor.
7. Should the Subcontractor be delayed, rendered less efficient, lose productivity, or

otherwise be adversely impacted in the prosecution of the Subcontractor's work by the act, neglect or default of Wehr, the Owner, Architect, Engineer, other trade subcontractors, or others, or by any damage caused by fire, lightning, windstorm or other casualty for which the Subcontractor is not responsible, then the Subcontractor shall submit a notice of claim for extension of time within seven days of the Subcontractor's knowledge of the circumstances leading to the delay or other adverse impact. No time extension shall become operative until approved in writing by Wehr. Any such extension or permitting the Subcontractor to continue after the time to complete the work has expired, shall not be construed as a waiver of any or all claims for loss or damages for breach of one or more of the provisions of the Subcontract. Should the Subcontractor fail to comply with the above, the Subcontractor waives all claims for extensions, and further waives all claims for damages, impact costs, loss of productivity, and/or inefficiencies, whether direct or consequential, on account of any such delay or other adverse impact.

8. Should Wehr refuse to approve a claim for extension, the matter may, at Wehr's option, be referred to the Architect, Engineer, or Owner for determination. The decision of the Owner, Architect or Engineer shall be final, subject to the limits stated in the Contract Documents and the Subcontract.

PROTECTION OF MATERIALS, EQUIPMENT, ETC.

1. Subcontractor shall be responsible to protect all finished materials installed by this subcontract in full until directed for protection to be removed by WEHR. Failure to do so, or removal of protection before written approval from WEHR is received by the Subcontractor shall be grounds for full replacement as required by WEHR and paid for in full by the offending subcontractor. This same requirement extends to owner materials and equipment, WEHR materials and equipment, or any other item that could be damaged as a result of this subcontract. WEHR Constructors will pursue back charges for all work necessary if the subcontractor refuses to make necessary repairs and/or replacements and charge all relevant costs to subcontractor in full.

QUALITY STANDARDS

1. Subcontractor warrants for itself, its subcontractors, and materialmen that all work will be at or above industry standards such that the final product will be completed in a first class and workmanlike manner. Subcontractor further warrants that all materials and other supplies will be in accordance with the specifications in the plans and that all materials and procedures for installation will fully comply with all safety, fire, health, and other standards whether imposed by governmental authority or industry standards, whichever is higher.
2. The Subcontractor agrees to turn the work over to Wehr in good condition for the final approval of the Architect or Engineer and in compliance with all applicable Contract Documents. All work is to be free and clear of all claims, encumbrances, or other liens, and Subcontractor shall indemnify and save harmless Wehr and the Owner from all claims, encumbrances or liens growing out of the performance of the Subcontract. The Subcontractor will, at the Subcontractor's cost and expense, including attorney fees, defend all suits to establish such claims using counsel satisfactory to Wehr and will pay any judgment, claim or lien so established.
3. It is the Subcontractor's responsibility to ensure that only the work assigned in the Subcontract and specifications are performed and that all quantities of materials are

to exact specifications. No extra or additional work will be compensated and no variation in quantities will be permitted without prior written consent in the form of change orders or amendments to the scope or specifications of the Subcontract. Excess shipments of materials without prior approval may be returned by Wehr with costs for any returns being the responsibility of the Subcontractor.

TERMINATION OF CONTRACT

1. Either the Owner or Wehr, at its option, may elect to cancel all or any portion of the Subcontract. If occurs, the Subcontractor will be entitled to its reasonable costs in commencing the work and the reasonable value of the work completed (including proportionate profit earned by Subcontractor only on its completed work), less setoffs, if any, due to Owner and/or Wehr under the Subcontract to remedy or complete Subcontractor's defective and/or incomplete work. The Subcontractor waives and shall not be entitled to make any other claim against the work or to make any other claim or recovery against Wehr or the Owner, including but not limited to, any claim for lost profits, attorneys' fees, special, incidental, consequential or other damages of any nature.
2. If any federal, state, or local governments having jurisdiction shall direct Wehr to undertake or refrain from undertaking work or certain types of work and, as a result thereof, the merchandise or services ordered herewith shall become unnecessary, it is expressly agreed that Wehr may, without liability, cancel the Subcontract in whole or in part by written notice to the Subcontractor. Payment for any approved deliveries of material or performance of work prior to such termination notice will be made on same basis as settlement of the Prime Contract in connection with which the Subcontract was issued.

Other Exhibits Included in Fully Executed Subcontract:

- Exhibit A – WEHR Accounting Information for Subcontractors
- Exhibit B – WEHR Misc Policies
- Exhibit C – WEHRSafe Subcontractor Program
- Exhibit D – Construction-Specific Procedures for all Subcontractors

WEHR CONSTRUCTORS, INC.

Headquarters
2517 Plantside Drive
Louisville, KY 40299

(p) 502.491.9250
(f) 502.495.1018
wehrconstructors.com

EXHIBIT A – ACCOUNTING INFORMATION

WEHR CONSTRUCTORS, INC

SUBCONTRACTOR INFORMATION
PAYMENT INSTRUCTIONS & PROCEDURES

****This packet of information is intended to provide the relevant information specific to Wehr Constructors' requirements for payments to be issued to subcontractors.*

Western Kentucky Office
424 US 31W By-Pass
Bowling Green, KY 42101

Central Kentucky Office
868 Nandino Blvd.
Lexington, KY 40511

Florida Office
9423 Corporate Lake Drive
Tampa, FL 33634

WEHR CONSTRUCTORS, INC.

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Louisville, KY 40299

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(f) 502.495.1018
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SUBCONTRACTOR BILLING REQUIREMENTS

Applications and Certificates for Payment

All subcontractors are required to complete and submit an AIA pay application for payment (no invoices).

1. Blank Template of AIA Pay Application document is attached for reference if needed
2. AIA forms are to be ***received*** no later than the 20th of each month by subcontractors (email copies are accepted unless otherwise required/stated).
3. The deadline of the 20th will be strictly enforced
4. AIA form is to be billed to the owner of the subcontract – WEHR Constructors, Inc., unless otherwise stated.

Affidavit – Waiver of Lien

All subcontractors are required to complete an affidavit – waiver of lien (partial lien) for each AIA payment request.

1. Use the template attached to this document (partial lien). Do not get partial liens confused with FINAL liens.
2. Amounts stated in lien waiver are to be for the current payment application submitted.
3. Documents must be received with Pay Application no later than the 20th of each month (email copies are accepted unless otherwise required/stated).
4. The deadline of the 20th will be strictly enforced.

Note: Only the paperwork that is on the correct forms, completed correct, and received in a timely manner will be included on the current billing. Subcontractors are encouraged to contact WEHR's accounting department each month to confirm receipt of all required documents.

Western Kentucky Office
424 US 31W By-Pass
Bowling Green, KY 42101

Central Kentucky Office
868 Nandino Blvd.
Lexington, KY 40511

Florida Office
9423 Corporate Lake Drive
Tampa, FL 33634

APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Wehr Constructors, Inc PROJECT: APPLICATION NO: DISTRIBUTION TO:

PERIOD TO:

- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

From Contractor: Via Architect:

PROJECT NO:

Contract For: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. Original Contract Sum . . . . . $ _____

2. Net Change by Change Orders . . . . . $ _____

3. Contract Sum To Date . . . . . $ _____

4 Total Completed and Stored To Date . . . . . $ _____

5. Retainage :

a. 0.00 % of Completed Work $ _____

b. 0 00 % of Stored Materials $ _____

Total Retainage . . . . . $ _____

6. Total Earned Less Retainage . . . . . $ _____

7. Less Previous Certificated For Payments . . . . . $ _____

8 Current Payment Due . . . . . $ _____

9. Balance To Finish, Plus Retainage . . . . . $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous month by Owner		
Total Approved this Month		
TOTALS		
Net Change by Change Orders		

CONTRACTOR: _____

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ _____

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO.: _____
APPLICATION DATE: _____
PERIOD FROM: _____
TO: _____
ARCHITECT'S PROJECT NO.: _____

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: PREVIOUS APPLICATIONS	WORK COMPLETED: THIS APPLICATION: WORK IN PLACE	WORK COMPLETED: THIS APPLICATION: STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)

AIA DOCUMENT G703 • CONTINUATION SHEET • APRIL 1978 EDITION • AIA® • 1978
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006
G703-1978

WEHR CONSTRUCTORS, INC.
AFFIDAVIT, CERTIFICATE AND PARTIAL RELEASE OF LIEN & CLAIMS

STATE OF: Kentucky

WEHR PROJECT NO: _____

COUNTY OF: _____

WEHR SUBCONTRACT NO:

The undersigned affiant, being duly sworn, on oath deposes and states that he/she is _____

(Title of Official Position)

of _____ (hereinafter referred to as the "Subcontractor") that the

Subcontractor is a subcontractor to Wehr Constructors, Inc. (hereinafter referred to as "General Contractor") in connection with a contract dated _____ with Wehr Constructors, Inc. (General Contractor) for

the _____ Project (hereinafter referred to as the "Project") which

is located _____ and in consideration of payment received from the

General Contractor the Subcontractor hereby:

1. Guarantees to the General Contractor that the Subcontractor has properly performed all of the work and delivered all of the material for the Project.
2. Guarantees to the General Contractor that the Subcontractor has paid for all labor and material furnished for the Project.
3. Waives and releases all of the claim and lien rights of the Subcontractor for the work and materials furnished for the Project, to the extent of $_____ which represent the value of all labor services and materials furnished by the Subcontractor up to and including the date of _____, 2019.

This partial release of lien is given under the Statues of the State of _____

In testimony whereof witness the signature of the Subcontractor this _____ day of

_____ 2021.

Subcontractor: _____

By: _____

(Signature of Affiant)

Sworn and subscribed before me this _____ day of _____ 2021.

My commission expires: _____

_____

(Notary Public)

WEHR CONSTRUCTORS, INC.

Headquarters
2517 Plantside Drive
Louisville, KY 40299

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(f) 502.495.1018
wehrconstructors.com

Wehr Constructors, Inc.
Primary Information Sheet
PROJECT - TBD

If you will please fill out the following information so that we can make sure that our records are up to date. Thank you.

Company Name _____

Contact Name _____

Mailing Address _____

Business Phone # _____

Business Fax # _____

Cell Number _____

E-mail Address _____

Proposed Foreman Name _____

Proposed Foreman Cell Phone # _____

Accounts Payable Contact Name _____

Accounts Payable Phone # _____ **Fax #** _____

Accounts Payable Email Address _____

Accounts Receivable Contact Name _____

Accounts Receivable Phone # _____ **Fax #** _____

Accounts Receivable Email Address _____

Western Kentucky Office
424 US 31W By-Pass
Bowling Green, KY 42101

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868 Nandino Blvd.
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(f) 502.495.1018
wehrconstructors.com

(Insert Date Here)

Dear _____(Subcontractor),

If you have not previously submitted to WEHR a master certificate of insurance for workers' compensation, please submit it with your signed copy of this subcontract. Also please submit your General Liability Insurance for this project with WEHR Constructors, Inc., and _____ (Owner) as additional insured on the certificate. Failure to maintain a current insurance certificate for either of these insurances will permanently hold up your progress payments. Additionally, at the beginning of each calendar year, updated copies must be submitted to WEHR's Accounting Department, even if subcontract is still ongoing. Certificates must always stay active for payments to be processed.

The insurance requirement shall be based upon contract amount. If the contract is less than $1 million, the subcontractor shall maintain $1m in coverage. If the subcontract exceeds $1m, the amount of coverages shall be $2m, of that amount, $1 million may be maintained as "Umbrella Coverage."

Sincerely,

Shawn Woosley

Shawn C. Woosley
Chief Financial Officer
WEHR Constructors, Inc.

Western Kentucky Office
424 US 31W By-Pass
Bowling Green, KY 42101

Central Kentucky Office
868 Nandino Blvd.
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EXHIBIT B

WEHR CONSTRUCTORS, INC

MISC. Policies

1. Affirmative Action
2. Civil Rights Act of 1964
3. Drug and Alcohol Abuse
4. Employee Conduct Guidelines
5. Harassment
6. Insurance Requirements
7. Workplace Violence

CENTRAL KENTUCKY OFFICE
1510 Newtown Pike, Suite 110
Lexington, KY 40511

FLORIDA OFFICE
9423 Corporate Lake Drive
Tampa, FL 33634

WESTERN KENTUCKY OFFICE
424 Highway US 31W Bypass
Bowling Green, KY 42101

WEHR CONSTRUCTORS, INC.

HEADQUARTERS
2517 Plantside Drive
Louisville, KY 40299

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www.wehrconstructors.com

AFFIRMATIVE ACTION PROGRAM

1. The Equal Employment Opportunity Officer shall formulate and carry out the provisions called for by Executive Order 11246, as amended.

2. Wehr Constructors, Inc.'s employment policy shall be posted at all jobsites and at the main office, and all superintendents and suppliers, including labor sources, shall be sent this policy statement.

3. Superintendents and Foremen shall be kept up to date on such policy and instructed individually and in meetings as to responsibilities thereunder. Further, bulletin boards shall be utilized to disseminate information.

4. All recruitment advertising shall include the phrase "Equal Opportunity Employer" when newspaper exposure is desired.

5. Provide summer employment as openings occur for youth at published wage rates. Insure equality of employment for minority group youth.

6. Employ as many apprentices as we can recruit or use.

7. Make it known in positive terms to all employees as well as the community at large that Wehr Constructors, Inc. is and practices being an equal opportunity employer.

8. Maintain an active file indicating affirmative action taken to comply with Executive Order 11246.

WEHR CONSTRUCTORS, INC.

Shawn Woosley

Shawn Woosley
Equal Employment Opportunity Officer

WEHR CONSTRUCTORS, INC.

HEADQUARTERS
2517 Plantside Drive
Louisville, KY 40299

(p): 502.491.9250
(f): 502.495.1018
www.wehrconstructors.com

TO: Superintendents, Subcontractors and Suppliers

RE: Civil Rights Act of 1964

Ladies and Gentlemen:

Title VII of the Civil Rights Act of 1964 went into effect July 2, 1965. Our Company is covered by this legislation. It is out policy to comply with this law, in letter and spirit.

Title VII prohibits discrimination on account of race, color, religion, sex, or natural origin in every respect of the employment relationship – (hiring, assignments, promotions, disciplinary matters, etc.). It also prohibits segregation practices in employment (rest rooms, drinking fountains, etc.).

You should avoid any discrimination or segregation on account of race, color, religion, sex, or national origin. This does not mean that you are required to give preferential treatment to anyone, nor does it mean that you should employ anyone other than qualified personnel. The methods that have been used for determining the ability of an applicant or employee will continue to apply. It means that all individuals should be judged on their merits without regard to race, color, religion, sex or national origin.

It is imperative that complete and accurate records of personnel be maintained so that any action taken by you may readily explained if questioned.

Wehr Constructors, Inc. intends to fully comply with this law and we expect the full cooperation of all superintendents, subcontractors and/or suppliers in keeping your actions and records so that there will be no questions as to our good faith.

Very truly yours,

Shawn Woosley

Shawn Woosley
Equal Employment Opportunity Office

CENTRAL KENTUCKY OFFICE
1510 Newtown Pike, Suite 110
Lexington, KY 40511

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9423 Corporate Lake Drive
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WESTERN KENTUCKY OFFICE
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Bowling Green, KY 42101

HEADQUARTERS
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Louisville, KY 40299

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www.wehrconstructors.com

Drug Testing

Wehr is committed to providing a safe, efficient, and productive work environment for all team members. Using or being under the influence of drugs on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and team members may be asked to provide body substance samples (such as urine and/or blood) to check for the illicit or illegal use of drugs. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

Drug and Alcohol Use

Wehr wants to provide a drug-free, healthful, and safe workplace. To meet this goal, we expect you to report to work in a mental and physical condition that enables you to perform your job in a satisfactory manner.

While on Wehr premises or while conducting business-related activities off Wehr premises, you may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. We permit the legal use of prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering others.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. Additionally, we may require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

To help team members understand the important provisions of this policy, we have established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, the resources available, and the consequences of violating this policy.

If you have questions about substance dependency or abuse, we strongly encourage you to discuss these matters with your team leader or the company’s Ombudsperson at (502) 558-2154 to receive assistance or referrals to appropriate community resources.

Under the Drug-Free Workplace Act, a team member who performs work for a government contract or grant must notify Wehr of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your team leader, the company's Ombudsperson, or Human Resources without fear of reprisal.

EMPLOYEE CONDUCT GUIDELINES

PURPOSE: To clarify guidelines for employee conduct

Employment with Wehr Constructors is "at will", which means it is subject to termination by either the Company or the employee at any time, for any reason. There are no contractual relationships between the Company and an employee, and letters, benefit or policy statements, performance appraisals, company handbooks or other employee communications should not be interpreted as such. No one has the authority to enter into any oral or written employment contract without the signed explicit written approval of the CEO of Wehr Constructors and no written employment contract will be valid without the signature of the CEO of Wehr Constructors. In order to monitor this "at will" relationship, Wehr Constructors has developed guideline methods to track performance.

Employee Responsibility - It is the duty and the responsibility of every employee to be aware of and abide by existing rules and regulations. It is also the responsibility of the employee to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established. Employees are encouraged to take advantage of all learning opportunities available and request additional instruction when needed.

Management and Supervisory Responsibility - The supervisor/manager must approach corrective measures in an objective manner. If the employee's performance of assigned task is the issue, the supervisor/manager should generally look to see that proper instructions, appropriate orientation and training have been given, and that the employee is aware of the job expectations. Not only single incidents, but patterns of poor performance should be of concern as it is indicative of overall performance. If misconduct is the issue, the supervisor/manager should take steps to make sure that the employee has been made aware of the company's policies and regulations regarding the infraction. If in either case appropriate instruction or information was not communicated, a plan for such should be immediately developed and reviewed with the employee.

EMPLOYEE CONDUCT

Wehr Constructors supports the use of a process called "progressive discipline" to address conduct issues such as poor work performance or misconduct and to encourage employees to become more productive workers and conform their behavior to standards and expectations. Generally, warnings to employees are used to explain what behavior has been unacceptable. There are two types of warning, verbal and written.

A verbal warning is when a supervisor/manager counsels an employee about an issue of concern. A written record of the discussion noting the date, event, and recommended action is usually placed in the employee's file for future reference.

Written warnings are used for behavior or violations which a supervisor/manager considers serious or where a verbal warning has not helped to change unacceptable behavior. An employee should recognize the grave nature of the written warning.

Whenever an employee has been involved in a disciplinary situation which has not been readily resolved, or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the supervisor/manager may place the employee in a Performance Improvement plan. This status will last for a predetermined amount of time not to exceed ninety (90) days, and within this time period, the employee must

demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor/manager and the organization. At the end of the Performance Improvement period, the employee will either be returned to regular employee status, or if established goals are not met, dismissal may occur.

Wehr Constructors reserves the right to administer appropriate disciplinary action for all forms of disruptive and/or inappropriate behavior. Each situation will be dealt with on an individual basis.

Wehr Constructors has established general guidelines to govern the conduct of its employees. No list of rules can include all instances of conduct which can result in discipline and the examples below do not replace sound judgment or common sense behavior. Examples of employee conduct which would lead to discipline and the usual course of disciplines have been separated into four groups, according to the usual severity and impact of the infraction. Different violations may be handled differently depending on the group they are in. On the other hand, Wehr Constructors reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to demotion, oral and written warning, suspension with or without pay and discharge. Because of FLSA requirements, exempt employees should not be suspended without pay for less than a week.

Group 1

1st Offense: Documented verbal warning
2nd Offense: Documented written warning
3rd Offense: Three-day suspension
4th Offense: Termination of employment

1. Creating conflict with co-workers, supervisors, patients, visitors or volunteers.
2. Leaving the facility without their supervisor's permission.
3. Damaging or using company-owned equipment without authorization.
4. Abusing lunch and break periods.
5. Violating other rules or policies not specifically listed.

Group 2

1st Offense: Written warning
2nd Offense: Suspension
3rd Offense: Termination

1. Failing to report injuries, or damage to, or an accident involving company-owned equipment.
2. Violating any safety rule.
3. Negligence.
4. Engaging in vulgar or abusive language or conduct toward others.
5. Quitting early without notification or permission.
6. Being absent for less than three days without notification or permission.
7. Not following department guidelines concerning notification of absenteeism.

Group 3

1st Offense: Dismissal

Dismissal is an immediate termination of employee for serious breaches of responsibility, unsatisfactory performance or misconduct. Dismissal may be imposed by a supervisor/manager after consultation with the Human Resources Department.

1. Being absent for three or more days without notification or permission (also referred to as a voluntary quit).
2. Fighting.
3. Demonstrating insubordination, including but not limited to:
    - Refusal to do an assigned job.
    - Refusal to work overtime when required.
    - Insolent response to a work order.
4. Being dishonest, including but not limited to deception, fraud, lying, cheating or theft.
5. Sabotaging the facility, grounds or equipment.
6. Falsifying company records, such as employment applications and time cards, in any way.
7. Engaging in indecent behavior.
8. Possessing, being under the influence of or drinking intoxicants on the job.
9. Carrying a weapon on company property, including the parking lot.
10. Disclosing confidential records or information (facility, employee or patient).
11. Soliciting gifts or tips from business-related contracts.
12. Using the facility's computer systems, including accessing confidential computer files and data, without authorization.
13. Demonstrating gross misconduct or other serious violations of Wehr Constructors' policies or procedures.

Absenteeism and Tardiness

Unscheduled, unexcused absences due to injury or illness, even when following appropriate guidelines, may still be deemed excessive. Discipline for otherwise unexcused tardiness and absenteeism is generally applied as follows: the first two violations result in written warnings; the third, a three-day suspension; and the fourth, dismissal

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Sexual and Other Unlawful Harassment

Wehr is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. We provide ongoing sexual harassment training to ensure you the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your team leader. If the team leader is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact Human Resources or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any team leader or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise Human Resources or any member of management so it can be investigated in a timely and confidential manner. Any team member engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

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Workplace Violence Prevention

Wehr is committed to preventing workplace violence and to maintaining a safe work environment. We have adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that might occur during business hours or on our premises.

All team members, including team leaders and temporary team members, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. We prohibit firearms, weapons, and other dangerous or hazardous devices and substances from the premises of Wehr without proper authorization.

Wehr will not tolerate conduct that threatens, intimidates, or coerces another team member, a customer, or a member of the public at any time, including off-duty periods. This includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, either direct or indirect, should be reported as soon as possible to your team leader or any other member of management. This includes threats by team members as well as threats by customers, vendors, solicitors, or anyone else. When reporting a threat of violence, you should be as specific and detailed as possible.

Wehr strives to provide a workplace free from violence of any kind. For purposes of this handbook, “violence” includes, but is not necessarily limited to: actual or threatened physical violence toward an individual or group; use of physical force, harassment or intimidation, or abuse of power or authority, where the intent or impact is to control another by causing him or her pain, fear or physical harm; and any other conduct a reasonable person may perceive as actual or threatened violence. If you believed you have witnessed or been the subject of workplace violence, or if you know of a potentially violent or dangerous situation, you should immediately report it to your supervisor or Human Resources. In situations posing an imminent danger of serious bodily harm, first remove yourself from the danger and contact law enforcement (911).

Wehr will investigate reports of violence and take appropriate action, which may include discipline or termination. Wehr will not tolerate retaliation against a team member who, in good faith, reports a violation of this policy. False or baseless accusations of workplace violence can, however, have adverse consequences for the accused (and possibly others). Accordingly, accusations made in bad faith or found to have non-reasonable basis may result in discipline or termination.

EXHIBIT C

WEHRSAFE

SUBCONTRACTOR

Safety and Health Manual

Subcontractor Safety and Health Manual

Responsibility: The Project Manager will ensure that upon prior to awarding a contract to a subcontractor, the subcontractor shall receive a copy of the Subcontractor Safety and Health Manual.

Who's Affected: All subcontractors

Purpose: To notify subcontractors prior to starting work of the WEHR- specific and OSHA safety requirements for the project. It is the subcontractor's responsibility to hold their subs accountable for maintaining a hazard-free worksite and contribute to protecting the safety and health to all parties involved on WEHR projects.

Steps for Implementation: Once Subcontractors have reviewed all the materials and information given by the Project Manager; a Subcontractor Orientation/ Pre-Construction Meeting shall be held to answer any subcontractor's questions. Once all questions have been answered, the subcontractor's supervisor will sign the commitment to safety sheet and return it to the Project Site Manager; it will be filed at the project office.

The subcontractor's employees will view the Safety Orientation video; they will be tested on the materials covered, then required to sign the orientation sign-off sheet. The sign-off sheets will be kept on file by Wehr Constructors.

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NOTICE

I. It is the responsibility of all subcontractors to become familiar with all OSHA and or any other State, Local, Municipal, and Owner directed regulations that may apply to the work to be performed by the subcontractor. Ignorance of any of these regulations will be no excuse for non-compliance.

The Subcontractor is responsible for having their own written safety program that covers safety and health issues for the entire scope of work performed by the subcontractor. A copy of the subcontractor's written safety program shall be kept on site during work and be subject to review by Wehr. Failure to comply will subject the subcontractor to disciplinary action up to and including termination of the subcontract.
Wehr reserves the right to make changes to policy without prior notice. These changes will be at least as stringent as Federal, State, and Local law requires.

Many of these obligations are clarifications of OSHA requirements, however Wehr strives to provide the Safest working environment possible for all parties on a Wehr site and recommend that some regulations are exceeded.

Here are the major areas where Wehr recommends OSHA requirements are exceeded:

- There may be additional site-specific requirements that will be covered during site orientation
- Eye and face protection should always wear when exposed to any possible physical damage such as grinding, chipping, cutting or splashing, i.e., concrete work.
- Hard Hats Wehr require hard hats 100% of the time—*Unless the Wehr Superintendent and Wehr Safety Manager determines all overhead hazards are eliminated.*
- Safety Representatives and Designated Safety Representatives
- Job Safety Analysis (JSA's)
- 6' Trigger Height for all Fall Protection- A universal 6' trigger height for fall protection exceeds OSHA standards
- The prohibition of aluminum ladders or manufactured wood ladders
- Requirement to have all excavations barricaded
- Requirement to have a Certified Crane Operator (NCCCO, NCCCER, or OECP. CIC Certification accepted if certification was obtained prior to 12-2-19)
- Third party, post-assembly crane inspections on cranes that require on site assembly
- 20' approach distance to over-head power lines
- High-visibility shirt/vest required when working on new equipment, or next to a roadway.
- Headphone and earbud use prohibited inside construction site
- The use of personal radios / speakers will be prohibited from use on our sites
- Safety toe work boots shall be worn by all employees
- Spotters shall be used when in congested areas, moving mobile equipment, working next to installed equipment and when any overhead work is being performed (if no barricade is in place). Reference section 25 of this manual for spotter requirements.
- Ladders last policy: ladders shall be used as a last resort on the project. Reference section 32 of this manual pertaining to the requirements of ladders.

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- Overhead Work must have an enclosed barricade or spotter in place prior to starting overhead work. Reference section 25 of this manual for spotter requirements.
- Carbon Monoxide Awareness

If you are selected to work on this project, you and your safety representative will attend a pre-construction meeting to review the material in this manual and discuss any questions your company may have.

Prior to contractors starting work on the project, your company is required to train your employees on all safety requirements in this manual and those required by OSHA, as well as all other state, federal, or local regulations.

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Safety Expectations

Minimum of a one (1) day suspension shall be given to any employee who is observed violating any one of the following Safety Expectations. These violations are:

- Flagrant disregard for Personal Protective Equipment (PPE)
- Noncompliance with Fall Protection Rules
- Working in an energized panel without appropriate PPE
- Unauthorized confined space entry
- Entering a controlled access zone w/o authorization
- Not reporting an incident in a timely manner
- Not complying with any of the Ground Disturbance Guidelines

Additionally, any employee exhibiting a flagrant or willful disregard for safety, subcontractors, or vendors, that could cause death, serious injury, or property damage may be immediately removed from the project.

Other Safety Violations

All other Safety Violations observed shall be managed according to the procedures established below:

- First offense by an employee
  Any Wehr team member observing a safety violation will verbally notify the employee's immediate supervisor of the violation and will request assistance. The verbal warning will be logged with the Safety Representative.
- Second Offense (same employee)
  Upon a second safety violation, a written report or warning will be filed with the onsite supervisor of the Subcontractor. The Site Manager/Safety Representative will require a meeting with the employee and the supervisor. During this meeting, a Counseling Sheet will be completed and signed by everyone present.
- Third Offense (same employee)
  Three (3) safety violations by the same employee will result in his/her dismissal from the jobsite.
- Isolated Incident
  Wehr Constructors can remove any employee on site if it is deemed necessary.

General Guidelines

- All site employees shall use and wear appropriate fall protection when exposed to falls greater than six (6') feet above a lower level and when working from aerial/scissor lift.
- Possession of or working under the influence of alcohol or drugs is prohibited.
- All temporary electrical equipment, including all connected by extension cords, shall be protected by Ground Fault Circuit Interrupters (GFCI).
- Be alert always and report all unsafe conditions or acts, along with all accidents and near misses to your supervisor immediately. A near miss is defined as, "an unplanned event that did not result in injury, illness, or damage, but if conditions were slightly different, had the potential to do so."
- Proper work attire shall always be worn. This includes at a minimum: 3" sleeves; leather, safety-toe work boots; and long pants.

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- Use of personal protective equipment such as hard hats, safety glasses/goggles, high-viz shirts/vests, safety toed work boots, and gloves are mandatory when the need arises.
- "Horseplay" and other such unsafe acts are prohibited.
- Fire protection equipment is not to be tampered with or removed from its assigned location. Tampering with fire equipment is prohibited and may be grounds for termination.
- Prior to work beginning, all site employees are to visually inspect all hand tools and extension cords they will be using. Tools and extension cords that are found to be defective are to be tagged, taken out of service, and removed from the site or repaired immediately.

General Guidelines Continued

- Scaffolding shall be inspected for any defects by the subcontractor's competent person prior to each work shift. If scaffolding is found to be incomplete or defective, it is to be immediately brought to the attention of the supervisor and tagged out of service until repairs are made or issues corrected and re-inspected by the competent person.
- Only authorized and properly instructed/trained/qualified site employees shall operate machinery equipment, vehicles, or tools.
- Vehicles are always to be operated in a safe manner by no one other than a trained and/or certified equipment operator.
- Utilize proper lifting techniques. Do not try to lift or push objects that are 50 lbs. or more. Get help if necessary.
- Do not enter barricaded areas unless authorized to do so.
- Modification or alteration of any piece of personal protective equipment is strictly prohibited.
- Defective or damaged personal protective equipment shall be removed from the site or repaired immediately.
- "No Smoking" rules shall be obeyed in posted areas.
- A formal, written plan for bracing will be required for the bracing of tilt-up and pre-cast panels, masonry walls, and steel erection activities. Further requirements of these plans may be found under the "Scope of Work" section of your contract.
- The use of plastic fuel cans is prohibited.
- Contractors are required to perform housekeeping daily to keep all garbage and debris out of the work areas.
- Mentoring Program guidelines will be followed.

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Subcontractor Safety and Health Policies

1. Alcohol and Drug Free Policy

Attached is a summary of Wehr Constructors Drug-Free Workplace Policy & Procedures (DFWPP") Attachment #6 Upon request, Wehr will provide an electronic or hard copy of our full DFWPP. The subcontractor shall establish written procedures for compliance with Wehr. DFWPP and agrees they will implement and enforce the policy throughout the course of the project. Additionally, the subcontractor agrees to follow all customer, state, local, and federal regulation regarding drug testing.

2. Orientation

All subcontractors, tiered contractors, vendors, suppliers, and other personnel entering the project shall go through the Wehr Job specific orientation process prior to being allowed on site. Subcontractors shall ensure all visitors and vendors sign in with Wehr prior to accessing the site. Subcontractors shall ensure all their visitors, vendors, suppliers, and tiered contractors are supplied with all required PPE prior to accessing site.

3. Workers with Disabilities

Construction projects keep communities moving forward. Still, construction poses serious safety concerns and risks of injury to workers and pedestrians, and it can create unique safety risks and concerns for those with medical conditions that may otherwise create additional limitations of their ability to perform their job safely. With Wehr and its contractors remaining vigilant and understanding the need to identify and proactively address safety risks and concerns that are prevalent on construction projects, regardless of a workers physical limitations, we can mitigate the risks of a construction-related accident or injury for all individuals on a construction site, and provide reasonable accommodations to those with disabilities as defined by the American with Disability Act (ADA) without creating and hopefully mitigating any additional safety risks of accident or injury. For additional information, please see Attachment #7.

4. Fatigue Management

Employee fatigue can present risk to the safety, health, and productivity. Please be aware that if your workforce falls under any of the following guidelines, your company will be required to develop a Fatigue Management Program, which will educate the worker, set guidelines for management, and controls that will reduce the risks of incidents due to repetitive days of long hours without proper time for the worker to rest.

Guideline for Fatigue Management Plan development:

- Workers that exceed work hours of 10 hours a day for more than 5 days a week
- Exceed 60 hours in a 7-day work week
- Exceed 12 hours a day for more than 3 consecutive days
- Any contractor that works a night shift will educate their workers in fatigue management

5. Project Safety Plan

Subcontractors must identify rules and regulations applicable to them and train employees according to these rules and regulations. Not only does Wehr intend to keep the jobsite safe, but we also have the responsibility to keep the owners out of harm's way as well.

Examples of customer specific requirements can include, but are not limited to:

- Client Specific Orientation Procedures
- Prohibitions against cameras and other recording devices including cell phones

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- Permitting Procedures/Policies (Hot Work, Confined Space, Roof Access, etc.)
- Emergency Evacuation Procedures/Policies
- Incident Notification Protocols
- Special PPE requirements

6. Injuries/Incidents/Near Misses

All incidents resulting in physical injuries or property damage, involving the public or visitors, and any near misses where there is the potential for injury and /or property damage, shall be reported to Wehr at the time of occurrence by the contractor in charge of the worker(s) / work. A near miss is defined as, "an unplanned event that did not result in injury, illness, or damage, but if conditions were slightly different, had the potential to do so. The Wehr Safety Manager shall ensure that the following reporting procedures are followed by all subcontractors: all injuries, property damages, and near misses must be reported, regardless of severity. Notification of an incident must be delivered to Wehr within 10 minutes of occurrence. In the event an employee must leave site for further medical evaluation Wehr should be notified prior to the injured employee leaving the site. A completed investigation report with witness statements and photographs is to be completed and delivered to Wehr within 24 hours of the incident.

7. First Aid/CPR/Bloodborne Pathogens

It is the intent of this policy to ensure that any employee injured on our site receive an initial medical response within 4 minutes of an injury. Each subcontractor shall have at least one current CPR/First Aid trained employee on site during all work activities. Any First Aid responders will also be trained in Bloodborne Pathogens (BBP). The employer will have an appropriate number of First Aid Responders on site based on the size and scope of their work. Subcontractors are required to have a First Aid kit, as well as a BBP response kit appropriate to the number of employees the contractor is responsible for. Copies of wallet cards or other acceptable means identifying CPR/First Aid Responders shall be on file in the Wehr site office. Any employee trained in First Aid and BBP must be singularly identified by some obvious means.

- In the event of an incident that could expose employees or equipment to potential exposure of bloodborne pathogens, the following steps will be taken **only by those who have proper and up to date Bloodborne Pathogen Training**:
    - Immediately clean and disinfect any visible surface contamination from blood, vomit, or other body fluids.
    - All personnel involved in the decontamination process will use appropriate bloodborne pathogens kit and PPE included in the kit.
    - An EPA registered disinfectant suitable to treat contamination/spills and to disinfect surfaces or a 1:10 solution of bleach to water will be used to disinfect all contaminated surfaces.
    - All materials used to clean will be disposed of according to the guidelines set forth by the OSHA requirements for the cleaning and decontamination of bloodborne pathogens 29 CFR 1910.1030. Any chemicals to be used should also be used in compliance with OSHA's Hazard Communication Standard 29 CFR 1910.1200.

8. Safety Representative

Although every employee on our site is responsible for safety, each contractor will appoint a Safety Representative. The Safety Representative is responsible to support and coordinate with the compliance of safety rules and regulations outlined in the Project Safety Plan.

- The Safety Representative may have other duties assigned to him in addition to duties of safety oversight and administration. If a contractor is working two or more shifts, a separate Safety Representative shall be assigned to each shift and must remain onsite for the duration of work activities.
- Safety Representatives must hold an OSHA 30 Hour Card issued in the past 10 years.

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In certain instances, we may require contractors to provide a "Designated" Safety Representative (DSR). The DSRs shall have no other duties other than the enforcement and administration of the Site Safety and Health Plan.
A DSR shall be required when:

- A subcontractor has 20 or more employees on the same shift at the site.
- A subcontractor's safety performance is deemed unacceptable.
- The subcontractor is performing "high-risk" work activity as identified by Wehr.
- A copy of the Designated Safety Representative's resume shall be provided to Wehr at the time of the contractor's preconstruction meeting.
- Wehr reserves the right to disqualify any subcontractor's Safety Representative based on the review of their resume or performance.
- The contractor's DSR shall provide Wehr with monthly documentation of any and all safety non-compliances they have found during their daily inspections. This documentation can be in the form of an email, pictures, formal audit, etc.
- Wehr will also conduct monthly audits, once the audit is sent to the DSR they shall insure actions are being taken to fix the citation. One the citation is corrected it should be sent back to the Wehr Safety Manager.

9. Competent Person Designation

All contractors and subcontractors on the project will designate a "Competent Person" as described by OSHA 29 CFR 1926 Safety Standards for the Construction Industry. A "Competent Person Acknowledgement Form" will be completed for each subcontractor's competent person. In addition, any documentation supporting the competent person designation shall also be provided to Wehr prior to the start of work on the project. If there is a change in competent persons, this form must be updated and resubmitted to Wehr prior to the new competent person accessing the jobsite.

A "Competent Person" is defined as, "One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authority to take prompt corrective measures to eliminate them."
Competent Persons Designation will include but are not limited to the following areas: Fall Protection, Scaffolding, Cranes / Rigging, Ladders, Tilt Panel Operations, Electrical, Confine Space Entry, Trenching / Excavating, Steel Erection, and Respiratory Protection.

10. Weekly Safety Meetings

Each subcontractor shall have their appointed representative at all Wehr safety meetings and must have at least one weekly safety meeting with their employees. In addition, a copy of the notes from the subcontractor's employee meeting must be turned in to Wehr

11. Emergency Action Plan

All employees must be made aware of the elements included in each job site Emergency Action Plan.

- An emergency is any situation that poses an immediate threat to life (workers, visitors, general public) or property. This would include, but not be limited to: fire, explosion, flooding, equipment failure (i.e. collapse of a crane), release of toxic gases, dusts, fumes, smoke, natural gas, injuries and/or property damage, a weather emergency, etc.
- A site-specific Emergency Action Plan will be covered during site orientation.
- A written copy of the site-specific Emergency Action Plan will be posted in the Wehr trailer and made available to all contractors on site.

Contractors are responsible to make their employees aware of all policies and procedures within this plan. The Emergency Action Plan will include elements such as:

- Where to report to in case of a fire

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- Where to take shelter in the case of a tornado warning
- How site workers will be made aware of these hazards
- ***Although Wehr will develop a Site-Specific Emergency Action Plan, OSHA requires each employer to develop, maintain, and update as necessary their own Emergency Action Plan. If the plan developed by your company deviates from the provided Emergency Action Plan you must notify Wehr of any differences between your plan and the provided Emergency Action Plan.***

12. Hazardous Communication Policies

A copy of the Subcontractor's Hazard Communication Program must be maintained on site along with all Safety Data Sheets (SDS) for chemicals present on the project. The subcontractor must train its employees on its policy.

Hazardous Materials

- Contractors shall submit all HAZCOM manuals, along with SDS for all chemicals only used on site with a site-specific index. A copy of all HAZCOM programs and Safety Data Sheets shall be centrally located in the Jobsite Trailer or in Wehr Drop Box
- Contractors using hazardous materials on site must alert other contractors of the potential hazards associated with the materials they are using.
- Hazardous materials must be transported in approved containers and be properly labeled.
- When working with or around hazardous materials, site employees are to be aware of signs of overexposure, such as dizziness, nausea, trouble breathing, etc. If overexposure occurs, immediately remove yourself from the area and notify a supervisor.

13. Dress Code

- Shirts w/ 3" sleeves; long pants; and leather, safety-toe, above the ankle work boots are required.
- Clothes must be in good condition. Loose or ragged clothing, which may become a hazard around moving equipment or catch fire easily is prohibited.
- Safety-toe work boots are to come above the ankle and be constructed of leather or other strong durable material and be in good condition. Canvas shoes, sandals, or open-toed shoes are prohibited. Waterproof rubber boots may be worn when conditions require them.
- High-visibility clothing is required during out-door sites and must be worn on the outer-most layer. At a minimum, employees are required to wear bright green/bright orange shirts. There are certain circumstances where a greater class of high-visibility clothing is required, such as roadwork or owner requirements.
- For work in non-daylight hours, high-visibility jacket or vest with reflective material that meet at a minimum, the ANSI Class II requirements shall be worn.

14. Fire Protection/Prevention

- Fire extinguishers will be located within 25 feet of all flammable/combustible liquids.
- Fire extinguishers shall be readily accessible to all work activities on the site.
- Any contractor responsible for fire watch activities must ensure their employees are trained in fire extinguisher use.
- The contractor is responsible for providing their own fire extinguishers where work activities warrant them.
- All mobile equipment shall be equipped with fire extinguishers.

15. Lighting and Illumination

- Temporary lights shall be equipped with guards to prevent accidental contact with the bulb. Guards are not required when the construction of the reflector is such that the bulb is deeply recessed.
- All temporary lighting must be on a dedicated circuit.

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16. Confined Space Entry

- All confined space work shall be done within the scope of 1926.1200 (Subpart AA).
- All permit required confined spaces shall be identified with a "Permit Required Confined Space" as they are constructed/arrive on site.
- Wehr shall be provided a written copy of all information obtained by the contractor regarding any confined space. These written materials will be available on site and made aware to any and all contractors that may enter confined spaces.
- Wehr shall be notified prior to any contractor allowing employees to perform work in a confined space.
- A confined space is any space which is: 1) Large enough and so configured that an individual can bodily enter and perform assigned work; 2) Has limited or restricted means of entry or exit; and 3) Is not designed for continuous employee occupancy.
- Confined spaces may include but are not limited to: Boilers, Manholes, Tank Cars, Pits, Vaults, Wells, Tunnels, Sewers, Cisterns, Furnaces, Diked Areas, Silos, Septic Tanks, Pumping Stations, Storage Bins, Hoppers, and Vessels.
- Hazards found in confined spaces may include but are not limited to: oxygen deficient or oxygen enriched atmospheres, combustible/flammable/explosive gases and vapors, toxic gases or vapors, combustible dust, engulfment hazards, entrapment or configuration hazards, mechanical hazards, corrosive chemicals, electrical, and temperature extremes.
- Employees shall not enter any confined space (i.e. manholes, equipment vaults, and underpinning operations) unless it has been tested for oxygen content, absence of flammable and/or toxic vapors, and all other potential hazards.

17. Anti-Harassment Policies

Wehr is committed to maintaining a harassment-free work environment. To fulfill this commitment, Wehr prohibits harassment of its team members or applicants based on a person's race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws, or any other trait protected by law. Contractors are required to comply with the requirements of the Anti-Harassment policy contained in Wehr Safety Manual.

18. Workplace Violence

Wehr is committed to maintaining a workplace free from acts or threats of violence. If violent acts or threats occur, Wehr will respond to mitigate the situation. To this end Wehr seeks to provide a safe work environment to the full extent of the law. This statement shall not be construed to create an obligation on the part of Wehr to act beyond what is required by law. Contractors are required to comply with the requirements of the Workplace policy contained in Wehr Safety Manual.

19. Job Safety Analysis (JSA)

The subcontractor will be required to complete a Job Safety Analysis (JSA) for each specific work activity. Each employee will sign and understand the JSA prior to work beginning. The JSA shall be available in the activity for affected employees to view and sign. At the end of each day, or upon completion of the activity, employees are required to sign out of the task saying that they are leaving that task incident and injury free. The JSA will then be given to Wehr for review.

- Blank task specific JSA's shall be available at the Wehr Jobsite Trailer. Photo copying of a completed JSA is prohibited.

See Attachment #1

20. Daily Job Site Inspection

Inspection of the work area is the responsibility of each subcontractor's Supervisor or Safety Representative. Any potential unsafe issues identified by the subcontractor must be brought to the attention of Wehr prior to beginning work that may jeopardize the safety of anyone on site.

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21. Operator's Qualification Record

Operators of heavy equipment shall be qualified. Equipment-specific documentation of each operator's qualification must be turned-in to Wehr prior to work beginning. Subcontractors may be asked to turn in a duplicate key for equipment.

- Operators shall inspect vehicles and equipment for defects at the beginning of each shift. Defective vehicles or equipment shall not be used.
- Drivers and operators of vehicles and equipment shall strictly observe speed limit restrictions and all posted traffic control signs.
- Vehicles and equipment with a restricted view to the rear, and required to move in that direction, shall be equipped with an operable backup alarm, which is audible above surrounding work noise levels.
- Blades and buckets of earth-moving equipment shall be lowered to the ground when unattended and at the end of the workday.
- **Engines shall be shut down during refueling operations.**
- **Running equipment shall not be left unattended.**
- In congested or critical areas, a spotter shall be required when the equipment is moving.
- If the situation dictates, multiple spotters shall be required. *See section #27 for additional requirements on Spotters.

22. Hot Work Permits

A Hot Work permit shall be required for all spark-producing work activities taking place within an existing structure and/or when required by the customer. Hot work is any work that involves burning, welding, using fire- or spark-producing tools, or that produces a source of ignition. When performing hot work, the following welding/cutting guidelines shall be followed:

- Work area shall be inspected for flammable solvents, vapors and gases.
- Flammable and combustible materials shall be removed or covered.
- Appropriate fire extinguishing equipment shall be immediately available in the work area.
- A fire watch will be posted during welding/cutting operations for one-half hour following these operations when conditions make it appropriate. The fire watch will be instructed as per the requirements set forth in OSHA Regulation 1926.352(e) describing the duties of a fire watch.
- When the building is 75% completed/enclosed a Hot Work Permit is required when hot work is taking place inside or within 25 feet of building.

  See Attachment #2 Hot Work Permit

23. Floor and Wall Openings

- When employees are exposed to overhead hazards, contractors shall ensure the area is properly barricaded to restrict traffic in and out of the area. Toe boards, screens, or guardrail systems shall be erected to prevent objects and materials from falling onto lower levels.
- A "hole" is a gap or void 2 inches or more in its least dimension, in a floor, roof, or other walking/working surface.
- All covers shall meet the elements set forth in 1926.502(i).
    - ***All covers shall be color coded or they shall be marked with the word "HOLE" or "COVER" to provide warning of the hazard.***
- An "opening" is a gap or void 30 inches or more high and 18 inches or more wide in a wall, partition, vertical walking working surface, or similar surface through which employees can fall to a lower level.
- All wall openings shall be guarded as set forth in 1926.501.
- Self-retracting lifelines (SRL) shall be required for fall protection in all aerial and scissor lifts.

24. Fall Protection Policy

Following requirements regarding Fall Protection.100% COMPLIANCE with ALL FALL PROTECTION Regulations. Wehr enforces a 6' trigger height for all work. Subcontractors are responsible for ensuring their employees are made aware of and for enforcing

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these policies. There will be Zero Tolerance for violations of Wehr Fall Protection Policies. Subcontractors found in violation of fall protection policies may be removed from the site.

Fall Protection

- 100% Compliance with fall protection rules when employees are working at heights more than 6 feet and/or when working from aerial/scissor lifts.
- PFAS must always be worn when working in a aerial Lift.
- Fall Protection Violations: ZERO TOLERANCE – WHICH MAY INCLUDE REMOVAL FROM THE PROJECT!!
- All fall protection components are to be inspected daily/prior to every use. DO NOT USE DAMAGED or WORN-OUT COMPONENTS.
- Anchorage points must be rated for 5,000LBS per person.
- All fall protection equipment shall be used properly based on OSHA and manufacturer guidelines.
- When a contractor believes their work falls outside of standard fall protection practices, the subcontractor may submit a written alternate fall protection plan to Wehr for review. No work that deviates from standard fall protection practices may be conducted until a meeting has been held with Wehr.

Warning Line(s)

Warning lines shall be established and maintained by subcontractor(s) conducting work when there is a potential to fall to a lower level.

- Roofers shall maintain a warning line at 6 feet unless mechanical equipment is present, then that line shall be extended to 10 feet.
- A warning line shall be established at 15 feet for non-roofers that may be present on the roof.

25. Aerial / Scissor Lifts

- Contractors shall perform and document daily/pre-shift inspections of all lifts.
- Only authorized and properly trained personnel may operate aerial and scissor lifts.
- Lifts shall be used on surfaces that will fully support them.
- Lifts shall only be operated on level surfaces.
- Dead-man type safety switches and controls shall not be bypassed.
- Lifts shall be kept at least **20 feet** from energized, overhead power-distribution lines.
- When lifts may be exposed to other electrical hazards such as cable trays, electrical service, switchboards, panelboards, circuit panels, the K tables in Subpart K of the 1926 standards must be followed. At no time may any lift be closer than 3' to any energized piece of equipment.
- Employees using lifts must always wear approved fall protection equipment and attach the lanyard to the engineered anchorage point.
- Employees shall perform all work from lifts with both feet on the floor of the basket. No employees shall be permitted to perform work from the toe board, mid-rail, or top rail of a lift.
- On-site modifications to lifts are prohibited.
- All attachments must be engineered and designed for the type of lift it is to be attached to.
- Barricade and/or spotter shall be used in the area where overhead work is taking place.
- All manufacturers' requirements shall be followed.
- Aerial lifts shall not be operated when high winds could affect the equipment's safe operation. Please refer to the manufacture's guidelines for further detail.
- Fall protection is required in both scissor lifts and aerial lifts.
- Tool tethering may be required based on where the work is taking place.
- Self-retracting lifelines (SRL) shall be required for fall protection in all aerial and scissor lifts.

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26. Spotters

- The spotter(s) shall be competent and trained on the job site.
- The spotter(s) and operator shall have a pre-movement review of the line of travel. The discussion will allow all parties to identify potential hazards along the way.
- A spotter is necessary when the driver or operator does not have a full view of the travel path or when a piece of equipment is carrying materials in or out of a building.
- Spotter and driver will maintain visual contact at all time while the vehicle is moving forward or backward.
- The operator will stop immediately if he/she loses sight of the spotter(s).
- The spotter(s) will not have any additional duties while they are acting as the spotter(s).
- The spotter(s) will not use personal mobile phones, headphones, or other items that can cause a distraction while performing their duties.
- If necessary, the spotter may be required to wear a different colored hard hat or vest to be identifiable to operator/jobsite employees.
- In addition to congested areas, spotter(s) will be required when within 10 feet of installed owners' equipment, specialized equipment, installed equipment (ground level), near structures, or when deemed necessary by the Wehr site team.
- Two spotters shall be required when equipment is traveling in and out of doorways and or entry ways.
- Spotters shall remain visible to all other trade traffic during duties. If not, a second spotter shall be in place to divert other trade foot/equipment traffic.

27. Hand Tools

- Wooden handles on tools shall be free of cracks or other defects. Tape or other coverings shall not be placed on handles.
- Impact surfaces of tools shall be free of mushroomed surfaces.
- Wrenches with sprung or worn jaws shall not be used.
- All defective tools must be immediately removed from the site.

28. Phone Use

The use of radios and earbuds are prohibited on Wehr Projects while actively performing or in proximity of construction activities and maneuvering the project site.
The use of cell phones either work or personal will be allowed on a limited basis

- If the use of a phone is necessary, you must move to a safe area, clear of any work activity prior to utilizing the phone.
- Under no circumstances shall employees be on their phone while performing a construction activity or while walking on site.
- NO PHONE USE WHILE OPERATING EQUIPTMENT
- The use of technology in the form of a tablet, I-pad or phone for inspection or auditing of the work is acceptable, but the user must establish themselves in a safe location.

29. Head Protection

- Hard hats shall meet the specifications contained in American National Standards Institute, Z89.1-1969, Safety Requirements for Industrial Head Protection.
- Hard hats are always required by all personnel on Wehr sites.

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- Hard hats for the protection of employees exposed to high voltage electrical shock and burns shall meet the specifications contained in American National Standards Institute, Z89.2-1971.
- Helmet style head protection meeting both Z-89 and EN12492 will be required for all elevated work starting July 6, 2020. Effective January 1, 2021, Helmet style head protection will be required by anyone on a Wehr jobsite.
- Metal hard hats shall not be worn.
- Hard hats should be worn with the visor (bill) facing forward.
- When additional face protection is needed, it must be worn in conjunction with the hard hat.

30. Tools & Equipment

- Employees shall inspect tools and equipment for defects. Defective tools and equipment shall be tagged as defective and removed from the job site until repaired or replaced.
- Guards and safety devices shall be left in place and in operable condition on all tools. Any tools or equipment with missing or defective guards are prohibited.
- The employer is responsible for all tools brought on site by their employees.
- PPE must be always worn when using power tools

31. Stairways

- **Except during stairway construction, foot traffic is prohibited on stairways with pan stairs unless the pans are filled with wood or other solid material to at least the top of the pan.**
- Temporary stairways will be kept clear of debris and allow for easy egress.
- A stair tower shall be provided at a minimum when:
    - The building is 20 feet or higher in height.
    - The roof area of the building is 20,000 square feet or more.
    - If you have multiple trades accessing the roof in addition to the decking sub or roofer.
- Toe boards or barricades must be provided, at a minimum.
- Each stair tower is required to be tagged for daily inspection.

32. Ladders

Ladders Last

This policy is implemented to ensure that contractors are exhausting all available resources to avoid the use of step ladders, extension ladders, and job-made ladders to access elevated work areas. I This policy will not affect the access/egress for excavations.

Examples of alternative means of access are: Aerial/Scissor Lifts, Scaffolds, and Stairways.

- Ladders shall be inspected prior to use. Defective ladders shall be tagged as defective and removed from the jobsite.
- Manufactured wood ladders, aluminum step ladders, and extension ladders are prohibited.
- Ladders shall be placed on a sound footing and shall not be placed on unstable objects such as loose bricks.
- Employees shall not carry tools, materials, or objects while climbing ladders.
- Extension ladders shall be secured at the top. Ladders not in use should be removed from the vertical position.
- A-frame ladders shall be secured from displacement if side loading can occur, or employee cannot maintain three points of contact.
- Ladders must be placed at an angle not to exceed one foot of run for every four feet of rise.
- Extension ladders must extend 42” above the landing when used for access/egress.
- When used as semi-permanent access, the top and bottom of an extension ladder must be secured.

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- Any employee working from a ladder must keep the core of their body inside the frame of the ladder. There may be specific work scenarios where employees will be required to wear personal fall protection systems while working from a ladder.
- Job-made wooden ladders are allowed when they meet the requirements sets forth in CFR 1926.1053. However, the side rail shall extend 42" above the landing when used for access/egress.
- Required to have legible stickers with manufacturer's ratings and instructions.

Step Ladders

- **Employees shall not work from the top two rungs of step ladders**.
- Step ladders shall only be used in the open and locked position.
- Required to have legible stickers with manufacturer's ratings and instructions.

33. Scaffolds

- Contractors shall provide a competent person to perform daily/pre-shift inspections whenever scaffolds are being utilized.
- Scaffold systems shall be erected and maintained based on the regulations set forth in 1926 Subpart L, as well as manufacturer's guidelines.
- "Hooches" shall not be attached directly to scaffold components.
- Any employee working on a scaffold 10' or greater shall be protected against falls by guardrails or a personal fall arrest system.
- Employees responsible for the erection or dismantling of scaffold shall be protected from falls 6' or greater by either guardrails or personal fall arrest systems when feasible.
- Baker/Perry scaffold shall have guardrails attached when pic boards are set at 6' or greater and shall follow all manufacturers' requirements.
- Barker/Roiling scaffolds should not be in stair ways
- Only competent scaffold builders are to erect or modify scaffolding.

34. Respiratory Protection

- Employers requiring their employees to wear respirators, including dust masks, shall submit a copy of their written Respiratory Program, as well as documentation naming all employees qualified to wear a respirator based on a medical evaluation and fit test. Further documentation may be requested.
- Reference OSHA's Appendix D.

35. Eye and Face Protection

- Eye and face protection equipment shall meet the requirements specified in American National Standards Institute, Z87.1-2015.
- For some tasks, safety glasses do not provide adequate protection. Contractors shall evaluate potential hazards associated with specific tasks and establish minimum acceptable protection for those tasks. Some examples are insulation work, sandblasting, catalyst handling, some woodworking tools, powder-actuated tools, impact wrenches, handling chemicals, grinding, chipping, concrete breaking, high pressure air or water blasting or cleaning, opening process lines or systems, battery charging and jump starting, welding, burning, and cutting. Examples of additional protection are: mono goggles, chemical splash goggles, burning and welding goggles, face shields, welding hoods, with appropriate filters and sandblasting hoods.

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- Eye and face protection SHALL be worn at all times where exposed to any possible physical damage such as grinding, chipping, cutting or splashing, i.e. concrete work.
- When building is enclosed 75% clear glasses or indoor/outdoor glasses are to be worn. Dark glasses are to be worn only when outside.

36. Air Tools And Hoses

- Attachments shall be secured to tools by proper retainers.
- Tools shall not be hoisted or carried by their hoses.
- Crows-foot type connections on air hoses shall be safety-wired at each connection.
- Compressed air lines that are in use shall have a whip check at each connection.

37. Silica

Exposure to airborne Silica occurs when cutting, sawing, drilling, and crushing of concrete, brick, ceramic tile, rock, and stone products.

- Any subcontractor with a potential to disturb silica must submit a written silica exposure control plan prior to beginning any work that would disturb silica containing materials. This would include documentation of training of employees on the site-specific silica plan. All plans must follow 1926.1153.
- Reference Table 1 of OSHA's Silica standard.
- Exposure Control Plan must be submitted and reviewed by Wehr prior to beginning any work that would disturb silica containing materials. This would include documentation of training on employee/site-specific silica plan.
- If contractor is not following Table 1, proper testing and/or historical data must be submitted.
- If respirators are required by either the employer or any OSHA standard, proper documentation (health evaluation, fit test, etc.) must be provided.
- When cutting concrete/brick/block all employees must use water to help prevent silica dust exposure.

38. Welding and Compressed Gasses

- Welding equipment shall be kept free of oil, grease, or other oil-based products.
- Compressed gas cylinders shall not be exposed to sparks, slag, flame, or other heat sources.
- Flashback arresters located adjacent to the regulators are required on both the fuel and oxygen systems.
- Cylinders shall be secured in an upright position during use, storage, and transportation.
- **Protective caps shall be in place over valve stems when regulators are not in place, when cylinders are in storage, and when cylinders are being transported or hoisted by motorized vehicles or equipment**.
- Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials, a minimum distance of 20 feet or by a noncombustible barrier at least 5 feet high having a fire-resistance rating of at least one-half hour.
- Cylinders shall not be taken into confined spaces.
- All cylinders must be identified with the contractor's name.
- Welding screens shall be used when weld stations or fabrication areas are established.
- Compressed air lines that are in use shall have a whip check at each connection.

39. Excavation Protection Selection Form And Daily Inspection Form

All Contractors performing Excavating/Trenching activities on site shall provide a "Competent Person" as defined by OSHA standards. The "Competent Person" shall be responsible for ensuring that employees are protected whenever working inside an excavation or trench. Contractors shall be required to select appropriate protection from cave-ins, in accordance with the OSHA Standards.

Contractors shall also ensure that excavations and trenches are inspected daily by the designated competent person, and whenever conditions are present which may have altered, or changed the configuration of the trench/excavation, such as heavy

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rains, snow, etc. Inspections records shall be turned into to Wehr daily. All excavations deeper than 5' must be sloped, benched or shored. All excavations shall be inspected by the designated competent person prior to employees entering the excavation and an assessment made as to whether protective systems are necessary.

Excavations

- Any excavation deeper than 6' that is not sloped or benched must be guarded to prevent falls. This guarding may be a warning line system 6' back from the edge of the excavation or a hard-guard system at the edge of the excavation. Any excavation deeper than 6' on site shall be evaluated by Wehr as well as the contractor's competent person to ensure employee and equipment safety.
- Any excavation/trench 19" or greater in depth shall have an appropriate means of access/egress.
- If using a trench box, the top of the trench box should extend 18" above grade when feasible.
- All excavations, regardless of depth, that do not have a hard guard, must be identified with an elevated, visual barrier. This may include but is not limited to: cones, barrels, snow fence, and danger/caution tape. This barrier must be so designed as to prevent non-authorized personnel from entering the area.
- Spoil dirt and equipment shall be kept at least 2 feet from the edge of the excavations.
- A stairway, ladder, ramp, or other safe means of egress shall be in trench excavations that are 4 feet or more in depth to require no more than 25 feet of lateral travel for employees.

Underground Utilities

- All underground utilities in the area must be located prior to excavating. This may consist of multiple steps including: Calling local "Before you dig" service, having a Ground Penetrating Radar Service conduct a survey, getting as-built drawings from any previous work, and working with contractors/owners who have completed prior work in area.
- Complete the Wehr Ground Disturbance Form. All parties on the form or a representative must complete their applicable portions prior to any excavating or ground disturbance.
- Pot Holing – Once utilities are located and are known or suspected to be in the immediate excavation area, they must be visually located by a non-destructive means of excavating either hand digging or hydro/air vacuum excavating. This must be done prior to excavating with in 24" of the known utility.

Underground Utility Protection

All underground utilities and piping installed by a Wehr sub-contractor shall be marked with locating material such as mag tape or tracer wire. The locating material shall be placed at a minimum of 24" above the underground utility unless otherwise specified by an engineer, local jurisdiction, or by Wehr personal shall review and approve any request for a variance or deviation from this requirement.

- Third party locating services may be required to find the location of utilities including depth.
- Red Line drawings shall be updated daily to ensure proper location of installed underground utilities/piping.
- Red Line drawings/Ground Disturbance drawings shall be reviewed daily at the Ground Disturbance Meeting.

Ground Disturbance Form Sign-Off Procedure

- Contractor will complete Ground Disturbance Form for work to be performed, paying special attention to provide as much detail as possible to the location of the work.
- Contractor will be present at the Ground Disturbance Meeting held every morning.
- Contractors will mark up drawing and review the previous day's work on overall site drawing.
- Each contractor will have a specific color assigned to them for site drawing.
- Discussions will be made about present days' work.
- If lines are crossed on drawing, dig area will be walked by contractors involved.

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- Make sure Red Lines are being updated to ensure accurate drawings. These markups shall include exact measurements and locations of lines, including depth.
- Any digging within 2' of any type of existing line must be hand-dug.
- Failure to attend the Ground Disturbance Meeting will mean NO digging will take place for that day.
- All MEP contractors will be required to attend this meeting daily.

Although these steps shall be followed, 3rd party line locate, contractor locate, radar, and potholing shall still be performed.

See Ground Disturbance Form Attachment #4

40. Control of Hazardous Energy/ Lockout Tagout Policy

It is Wehr policy that no "live" work is done on Wehr sites. If a contractor deems this policy infeasible, Wehr must be contacted prior to work that deviates from this policy. Wehr shall conduct a Pre-Construction Meeting with all Contractors likely to perform Lockout/Tagout on site.

The Pre-Construction meeting shall be held in the Wehr Job-Site Trailer and attended by the following:

1. Wehr Team
2. Customer Maintenance Rep. (if applicable)
3. Customer Safety Rep. (if applicable)
4. Sub-Contractor Project Manager
5. Sub-Contractor Site Superintendent
6. Sub-Contractor Safety Rep.

Wehr shall ensure that all items established in the Electrical/Mechanical Pre-Construction Meeting are covered in detail.

All circuits, systems, machinery, or equipment that can be locked out, shall be locked out prior to the start of work. Any employee required to work on these systems shall ensure a "Zero energy State" is reached before work is performed.

Contractors performing work requiring LOTO shall develop specific procedures for control of hazardous energy sources (in addition to these general procedures) for any circuits, systems, machines, or equipment before any installation, maintenance, or servicing work is performed.

Zip ties/Tags shall not be used in lieu of locks.

All Lock-out/Tag-out procedures shall conform to all applicable OSHA standards and manufacturer's guidelines.

41. Electrical Tools And Extension Cords

- Extension cords used with portable electrical tools and appliances shall be of the three-wire type. Cords with the ground prong removed or rendered ineffective shall be removed from the job.
- Cords shall be rated for Hard or Extra-Hard usage.
- Electrical cords shall be covered and/or elevated to keep cords from creating a tripping hazard to employees or other persons in the area or cause damage to the cords.
- Ground Fault Circuit Interrupters (GFCI) shall be tested before use.
- Employees shall not operate electrical tools while standing in water.
- Electrical tools shall not be hoisted or carried by their power cords.
- Extension cords shall be free of repair or splice, kept clear of traffic aisles, and not subjected to vehicular traffic.
- Only cords 12 gauge or better may be used on site.
- A monthly color code inspection is required for all electrical cords and corded tools. For extension cords, both ends of the cord shall be marked. The color codes for each month are as follows:

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January – Red	July- Red
February- White	August- White
March- Blue	September- Blue
April- Red	October- Red
May- White	November- White
June- Blue	December- Blue

- Although this policy covers only electrical cords and corded tools, all other equipment on site that requires inspection per the 1926 OSHA standards must be conducted as the standard or manufacturer requires. This includes but is not limited to:
    - Rigging
    - Ladders
    - Fall protection
    - Fire extinguishers

42. GFCI Program

- Ground Fault Circuit Interrupters (GFCIs) will be used 100% of the time.
- The GFCI may be located at the service, the outlet, or a GFCI whip may be used.
- No circuit breaker will take the place of a GFCI on any power source.

43. Electrical

- All temporary and permanent electrical work installation and wire capacities shall conform to the National Electrical Code and other applicable federal, state, and local codes.
- Only qualified electricians familiar with code requirements shall be allowed to perform electrical work.
- No employee shall be permitted to work on any energized electrical power circuit without first informing Wehr Staff.
- All temporary electric wiring shall be installed so the wiring cannot be damaged.
- Temporary Panels shall be provided, and each service feeder or branch circuit at the point shall be legibly marked to indicate its purpose. On circuits exceeding 600 volts, "Danger - High Voltage" signs shall be posted where unauthorized persons might come in contact with live parts.
- Entrances to rooms and other locations containing exposed live parts shall be marked with conspicuous warning signs forbidding unqualified person to enter.
- Safe working distances should conform with 1926.403(i)(1)(i).

44. Cranes

- All Crane Operators shall be certified (NCCCO, NCCER, or OECP. CIC Certification accepted if certification was obtained prior to 12-2-19).
- Prior to a Critical lift being performed, the subcontractor shall submit a copy of the Lead-Rigger's resume.
- All Signalmen shall be "qualified" as defined by 1926 Subpart CC.
- The Subcontractor will be required to submit a copy of their rigger/signal person qualification program.
- A third-party crane inspection will be conducted after every assembly.
- Documentation of annual inspections as well as monthly inspections shall be provided to Wehr staff prior to work beginning.
- Operators shall not hoist improperly rigged or over capacity loads.
- For cranes that do not require "assembly," a qualified person must conduct a post set-up inspection. This inspection will be documented. A copy of this documentation shall be turned into Wehr The crane operator may not be the qualified person for post set up inspection.
- Accessible areas of crane's rotating superstructure and counterweight shall be barricaded.
- Ground assessment form will be completed for cranes before work begins.

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- Certified crane operators shall provide a copy of written evaluation that complies with 1926 Sub-Part CC App C.

See Attachment #5 Ground Assessment Form

Inspections

The following inspections are required of all cranes and hoisting equipment:

- Shift inspections
- Monthly inspections
- Annual inspections
- Shift, monthly, and annual wire rope inspections
- Top wind speed under which the crane can be safely operated based on the crane's current configuration shall be noted on the daily crane inspection form. Manufacturer guidelines shall be followed.

In addition, the following special inspections are required circumstances:

- Post-assembly, 3rd party inspections
- Pre and post-erection inspections of tower cranes
- Equipment used in severe service
- Inspections of certain modified equipment
- Inspections of certain repaired/adjusted equipment
- Cranes shall be inspected in accordance with OSHA 29 CFR 1926.1412 Requirements.
- For those cranes that are required to be "assembled" the contractor shall identify an Assembly/disassembly director (A/D director). This identification shall be made in writing to the Wehr team prior to the start of work.
- The A/D director shall meet the criteria for both a competent and qualified person.
- The A/D director shall ensure the assembly/disassembly crew is familiar with their tasks, the hazards associated with the work, and hazardous positions/locations that the crew needs to avoid.

Rigging

- Rigging may only be performed by a "qualified or certified" rigger.
- Rigging equipment shall be inspected prior to each use.
- Defective equipment shall be tagged defective and removed from the site.
- Capacities of rigging equipment shall not be exceeded.
- Loads must not be hoisted unless the weight is known, and the rigging equipment is adequate and properly attached.
- Engineered softeners shall be used on all edges when synthetic rigging is used.

Critical Lifts

A Critical Lift plan and JSA shall be submitted to Wehr for all lifts that include any of the following prior to work beginning:

- When operator may lose line of sight with the load (Blind hoisting)
- Includes more than one piece of equipment
- Exceed 75% of the cranes lifting capacity
- Involve the lifting of Specialized Equipment
- As deemed necessary by the Wehr Team
- Hoisting Personnel
- Helicopter picks
- Traveling with a load

45. Tilt-Up/Precast/Steel/Masonry Bracing Requirements

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Tilt-Up/Precast

- Only employees critical to the wall operation are allowed in the exclusion zone.

The Exclusion Zone must:

  - Be constructed of at least snow fence (safety fence).
  - The exclusion zone shall be established at a distance of wall height plus 6' away from the wall(s) on the brace as well as non-brace side.
  - When set panels are at least 100' from a panel being erected, then the exclusion zone on the brace side may be moved within 6' of the foot of the braces.
  - When the exclusion zone can be moved to within 6' of the braces, "Danger" tape may be used in lieu of snow fence. The non-brace side must still be maintained at wall height plus 6' with snow fence.

- If non-essential employees must gain access to the exclusion zone, an Exclusion Zone Permit must be issued by Wehr staff.
- No bracing may be removed until permission is given to Wehr from a Registered Professional Engineer.
- The bracing requirements in apply to tilt-up panels, precast panels, as well as masonry walls and temporary steel bracing.
- Copy of bracing plan needs to be submitted to corporate field operations prior to work beginning.
- Any modifications must be approved by a registered professional engineer and changes must be updated in the submittals provided to Wehr
- Any deviations or changes to a temporary bracing plan after the approval process must be resubmitted to Wehr for review
- If "leaner" panels are required, the contractor shall include this in their bracing plan. This should also include, location, all details of necessary components such as braces, tilt wall anchors, inserts, and bolts used for bracing. This must be approved and stamped by a Registered Professional Engineer.
- Bracing plan must include sequencing of erection.

Steel

- Bracing shall have a "brace bay", meaning at the starting point of erection, bracing must be on all 4 sides. Bracing plan shall then be designed from brace bay.
- Bracing plan must include sequencing of erection, material being used as temporary bracing, attachment method, and must be signed by a principle of the company.
- No bracing may be removed until permission is given to Wehr from a Registered Professional Engineer.
- Copy of bracing plan needs to be submitted to corporate field operations prior to work beginning.
- Any deviations or changes to a temporary bracing plan after the approval process must be resubmitted to Wehr for review.

Masonry

- Refer to bracing requirement set by Council for Masonry Wall Bracing.
- Copy of bracing plan needs to be submitted to corporate field operations prior to work beginning.
- Bracing plan must include sequencing of erection, material being used as temporary bracing, attachment method, and must be signed by a principle of the company.

46. Material Storage

- Material shall be stored in an orderly and stable fashion and kept clear of work areas and traffic aisles.
- Pipe and similar materials shall be stored appropriately as to prevent it from spreading.
- Flammable and combustible materials shall be stored at least 25 feet from hot work or other sources of ignition. Fire extinguishers shall be provided at least 25 feet from, but not more than, 75 feet from said storage.
- Flammable liquids shall be stored in containers marked as such and labeled as to their contents.
- Signs indicating "No Smoking within 50 Feet" of flammable material storage shall be posted.
- Flammable liquids other than in bulk storage shall be kept in approved safety cans.

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- At no time shall propane be stored inside a structure.
- Unlike gasses may not be stored together.

47. Material Handling

- Loads shall be adequately secured to prevent displacement when being transported by vehicle or equipment.
- Tag lines shall be used to control all loads being hoisted overhead.
- Loads shall not be hoisted or swung over employees' heads.
- Operators shall ensure that all loads are secured and moved in such a way as to prevent tipping.
- Only loads with known weights shall be moved.
- All Power Industrial Truck and Forklift use shall follow all requirements set forth by the OSHA 1910.178 standards.
- All operators shall meet the training/re-training requirements set forth by the OSHA 1910.178(l)(2) standards.
- All lifting devices must be engineered and labeled with capacities and weight of attachment, if applicable.
- Custom made lifting devices must be provided with the engineering drawings of the device(s), which shall include the stamp from the registered professional engineer that designed the custom lifting device.
- Lifting devices must be secured to the equipment to avoid displacement.

48. Hand Protection

Wehr requires appropriate gloves to be used while performing construction activity. Gloves shall be ANSI, cut-resistant level #3 or #4. Contractors are required to establish a glove policy that will provide education to their employees in the proper selection, hand placement and use of hand protection, and supply the appropriate gloves as required for the hazards associated for the work. Other types or additional gloves may be required based on the hazard. Other types may include but are not limited to:

- Electrical
- Chemical resistant
- Leather (welding)

Although other tasks may require a glove other than an ANSI Cut #3, there are ANSI Cut #3 options for most rubber and leather requirements.

49. Hearing Protection

- Approved hearing protection shall be worn when employees are exposed to loud noise. As a rule, if you need to raise your voice to be heard, hearing protection is necessary.
- Any exposure to 85 dBA or greater, hearing protection shall be required.
- Headphones or earbuds should not be used as hearing protection.

50. Working in Extreme Temperatures

In instances where the Heat Index reaches levels more than 95 F, the Project Team shall:

- Develop with subcontractors a break schedule to ensure that employees working in extreme heat/temperatures are given at least a 10-minute break, every 90 minutes.
- Coordinate and modify work schedules with contractors to minimize exposing workers to working in extreme heat.

In cases when employees will need to work in extreme cold temperatures

- Make sure employees are wearing appropriate clothing
- Be mindful to protect the ears, face, and hands
- Workers should take frequent, short breaks in warm, dry shelters

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- Make sure warm beverages and food are available
- Always use the buddy system- work in pairs so one worker can recognize the danger signs
- Be aware of the signs and symptoms of hypothermia
    - Shivering
    - Loss of coordination
    - Confusion
    - Blue skin
    - Slowed pulse and breathing
- If you recognize any of these symptoms, immediately take the employee to a warm, dry place, and begin to warm the person's body

51. Stop The Drop

- When feasible, the aerial lift shall be parked directly under the work to prevent objects from falling to floor below.
- When an aerial lift is being used to install material such as piping, duct work, etc., a rack or support that has been approved for use by the manufacturer shall be used to secure the material in the lift.
- If there are no attachments (rack/support) available for the equipment being used for installing/transporting material, the contractor shall devise a safe work plan for installing/transporting their material. The safe work plan shall be presented and reviewed.
- Spotters, barricades, or tool tethers shall be used for all elevated work that could pose a threat to employees working below.
- All overhead work shall be barricaded, or a spotter(s) must be present to keep people out of the area.

52. Lightning Policy

- Lightning should be monitored using some type of mobile app or website (*WeatherBug as an example).
- When lightning is with 10 miles of the project, outside, elevated work shall be shut down. This will include, but not be limited to steel erection, roof work, and crane activities.
- When lightning is within 6 miles of the project, all outside, ground activities shall be shut down.
- When the lightning is outside the 6 to 10-mile range, these tasks may resume.

53. Contractor Responsibility for Site Safety

We all have a responsibility to ensure project security for our employees, the project site, and our customer's facility. It is important to report all theft or unauthorized personnel or suspicious activity to the Wehr Superintendent. All contractors shall give notice to Wehr Superintendent prior to removing or laying-off any employees. This notice shall include a list of all names affected by the removal or lay off. This is required to ensure no unauthorized personnel come back on to the site and to be aware of any potential disgruntled employees that may threaten the security of the project. In the case where projects distribute badges or access cards, that property must be returned to Wehr. If security guards have been employed on site, the names of the dismissed employees will be provided to security so access to site can be denied.

54. Carbon Monoxide

Carbon Monoxide is a colorless, odorless, and tasteless hazardous gas that accumulates in enclosed spaces as a result of internal combustion engines. This occurs with the use of Gas, Diesel, and Propane powered equipment. When any type of this equipment is used in an enclosed space or building, a hazardous atmosphere can occur. CO is slightly lighter than Air so it will tend to accumulate at higher levels of the room. Workers at elevated heights are at higher risk to CO poisoning. Several steps can be taken to prevent this from occurring:

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- Once building or area is enclosed and does not have natural ventilation, all gas-powered engines need to be removed and used outside (generators, mixers, gas powered saws, etc.).
- Diesel and Propane powered equipment used inside must be low emission (equipped with exhaust scrubber which works properly).
- Use Electrical equipment when available.
- Mount CO monitors in suspect areas. OSHA PEL is 50PPM of CO (TWA over 8Hrs) with an action level of 25PPM. If readings are above 25PPM, action must be taken to ventilate the area. These types of monitors are available at local hardware stores (State OSHA plans may be more stringent).
- Try to maintain natural ventilation where available. Leave doors/windows opened when feasible.
- If natural ventilation is not an option and the hazard is still present, then mechanical ventilation will be necessary.
- If there are complaints of CO, take them seriously.

55. Health Crisis

If there is a health crisis that could affect the physical well-being of employees, the subcontractor will be required to create a plan, and submit to Wehr for review. A health crisis may include, but is not limited to SARS, COVID, H1N1 or any other illness that may have a significant impact on the project. At a minimum, the plan should include:

- How identification of sick or ill workers will take place
- The protocols for the removal and remobilization for sick employees
- Any safe work plans to minimize the spread of the illness
- How cleaning and disinfecting of shared tools and equipment will take place and how often
- Any additional PPE required
- A plan for demobilization should it be required
- How the contract tracing will be done

In addition to these elements, the contractor shall follow all Federal, State, and local applicable laws and guidelines. The contractor shall also comply with Wehr policy as well as all owner requirements.

56. Foreign Object Debris (FOD)

Foreign Objects can cause major damage resulting in employee injury, property damage and unplanned shutdowns when introduced into some manufacturing processes. When an area or project has been identified as a FOD Prevention Area the following procedures should be observed. This process is especially critical when working in an existing facility or during commissioning.

- All employees should be trained on FOD awareness if working in a FOD Prevention Area
- “Clean as you go” this process of ongoing cleaning and removing debris and unnecessary materials is a critical step in keeping many of the foreign objects away from the manufacturing process.
- Organize: parts and pieces involved in a work activity should be organized in container that prevent them from spilling. Tools should also be organized in this manner and may also require tethering, either to the workstation or person.
- If working at heights in an aerial lift mesh netting and a floor covering may be required depending on activity.
- Food and Drink not allowed in areas designated as a FOD prevention area.

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- If entering a FOD Prevention Area from outside conditions, Boot scrubbers and cleaning stations should be placed at that entry point.

My Commitment to Safety

I have thoroughly read all the information in this Subcontractor Safety Orientation Manual provided by Werh Constructors. I am committed to following through with all training procedures for my employees. I will become familiar with OSHA regulations and Wehr's safety policies outlined in this manual. I realize ignorance of these regulations and policies is no excuse for noncompliance.

I join Wehr in the goal of zero incidents for all projects. I pledge my company's commitment to providing a safe and clean workplace for all employees on this job.

_____	_____
Project Name	Project Number
_____	Wehr Constructors
Company Name	
_____	_____
Subcontractor's Signature	Site Manager/Safety Representative's Signature
_____	_____
Date	Date

This is to be signed by the Foreman, Supervisor, Site Manager, Project Manager, Safety Representative, or any employee in a leadership role during the site safety orientation.

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Attachment #1

JOB SAFETY ANALYSIS

Division:
Project:
Location:
Authored by:

JOB/Task

#	Task	Potential Hazards	Control
1			

Required PPE

Additional Questions:

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1) Does the job task require special training??
   a) Yes_____ NO_____
      i) If Yes what type _____
2) Have the protentional Hazards and Controls mentioned above been explained to the employee completing the task?
   a) Yes_____ No____

Attachment #2

HOT WORK PERMIT

BEFORE INITIATING HOT WORK, ENSURE PRECAUTIONS ARE IN PLACE!
MAKE SURE AN APPROPRIATE FIRE EXTINGUISHER IS READILY

This Hot Work Permit is required for any operation involving open flames or producing heat and or sparks.This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe,

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Torch Applied Roofing, and Cadwelding.

INSTRUCTIONS

Verify precautions listed at right (or do notProceed with the work).

==========

HOT WORK BEING DONE BY:

q **EMPLOYEE**

q **CONTRACTOR** _____

DATE_____**Job No**_____

LOCATION/BUILDING & FLOOR

NATURE OF JOB

NAME OF PERSON DOING HOT WORK

I verify the above locations have been examined, theprecautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for work.

Signed:_____

PERMIT EXPIRES:

_____**AM**

DATE:_____**TIME:**

_____**PM**

==========**THIS PERMIT IS GOOD FOR ONE DAY ONLY.**

q **OTHER SPECIAL PRECAUTIONS MAY BEREQUIRED BEFORE HOT WORK BEGINS.**

Required Precautions Checklist

q Available sprinklers, hose streams and Extinguishers are in service /operational.

q Hot work equipment in good repair.

Requirements within 35 ft of work

q Flammable liquids, dust, lint and oil deposits removed.

q Explosive atmosphere in area eliminated

q Floors swept clean.

q Combustible floors wet down, covered with dampsand or fire-resistant sheets.

q Remove other combustibles where possible. Other-wise protect with fire-resistant tarpaulins or metal shields.

q All wall and floor openings covered.

q Fire-resistant tarpaulins suspended beneath work.

Work on walls or ceilings/enclosed area

q Construction is noncombustible and without combustible covering or insulation.

q Combustibles on other side of walls moved away.

q No Danger exists by conduction of heat into anotherarea.

q Enclosed equipment cleaned of all combustibles.

q Containers purged of flammable liquids/vapors.

Fire watch/Hot Work area monitoring

q Fire watch will be provided during and for (30 minutes) after work, including any coffee or lunchbreaks.

q Fire watch is supplied with suitable extinguishers.

q Fire watch is trained in use of this equipment andin sounding alarm.

q Fire watch may be required for adjoining areas,above and below.

q Monitor Hot Work area for 30 minutes after job iscompleted.

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Attachment #3

DAILY AERIAL LIFT INSPECTION FORM

LIFT #: _____ **Inspector:** _____

Job #: **Week Beginning:**

Instruction:
Each aerial lift will be operationally tested and visually inspected each day. The designated inspector will place a (√) in the appropriate box when an item passes inspection. Leave the box empty and note a brief description of any problem. Immediately notify the Foreman of any aerial lift deficiencies. *The Foremen will forward this inspection form to the Safety Dept. at the end of each week.*

Operating Controls (Operational)	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Maintenance Needed
Emergency Stop & Brakes								
Base Operation Controls								
Basket Operation Controls								
Foot Controls (if applicable)								
Fire Extinguisher present/inspected								
Safety Signs (Readable)								
Boom								
Hydraulic Leaks								
Extension Chain & Pivot Pins								
Electrical Lines								
Basket Cage and Gate								
Anchorage Points								
Base (Visual)								
Broken, Cracked or Loose Parts								
Leaks								
Electrical								
Tires & Outriggers								
Back Up Alarm & Manual								
Engine Compartment (Visual)								
Oil Level								

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Fuel Level								
Belt, Hose & Motor Condition								
Battery & Electrical								

Addition Notes: _____

Foreman Signature: _____ Date: _____

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Attachment #4
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Ground Disturbance Form

The intent of this form is to ensure all pre-planning is completed prior to any excavation. Although this form stems from safety concerns, it will also help ensure work is completed correctly; thus, preventing re-work, added costs, and schedule impacts. ***Hand digging shall be implemented within 2' of any underground utilities. All hand tools shall consist of non-conductive material (ex. Fiberglass handles).***

This form should be completed anytime there is a ground disturbance, which may include:

- New excavation
- New location for excavation
- Pile/Post driving / Boring
- Core drilling

Subcontractor:_____
Date:_____
Location:_____
Type/Reason:_____

Required Steps:

1. **Does this work require you to call the "call before you dig" hotline?**
YES:_____ NO:_____

2. **Verify Schedule & approach has been approved by _____'s Field Staff**
_____:_____

_____

Subcontractor:_____

3. **Layout has been performed & compared to utility locate**
_____:_____

_____

Subcontractor:_____

4. **Required depth has been verified, based off of FFE**
_____:_____

_____

Subcontractor:_____

5. **Will backfill compaction require testing?**
YES:_____ NO:_____

6. **Will excavation depth exceed 5'?**
YES:_____ NO:_____

7. **Safety plan has been verified with countermeasures to concerns**

_____:_____

_____

Subcontractor:_____

8. **Red-Line Drawing has been reviewed to identify underground utilities and verify As-Builts with other contractors**
_____:_____

_____

Subcontractor:_____
Electrical Contractor:_____
Mechanical Contractor:_____
Site Contractor:_____
Fire Protection:_____

9. **Are underground utilities/as-builts present in location to be disturbed?**
YES:_____ NO:_____

10. **If answer to #9 is YES, contractor must hand-dig within 2 feet of identified utility**
Subcontractor:_____

11. List utilities located in proposed ground disturbance area:_____

_____

_____

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Attachment #5

Ground Conditions Assessment Form

Site_____

Date_____

1926.1402 requires that Wehr sites will not allow a crane to be set-up on its sites unless ground conditions are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the equipment manufacturer's specifications for adequate support and degree of level of the equipment are met.

At a minimum, the following items must be reviewed by the means including, but not limited to; site drawings, as-built drawings, locations services and soil analysis:

- Verify the Location of crane set-up or Cranes path of travel
- Overhead power lines
- Unstable/soft ground
- Restricted swing radius
- Soil compaction
- Underground utilities
- Other cranes/equipment
- Possible voids/tanks
- Adequate distance from Excavation (Surcharge)

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Wehr Constructors Superintendent_____

Crane Operator_____

Lifting Crew Foreman_____

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Attachment #6

Wehr's Drug-Free Workplace Summary

Prohibited Conduct:

The following behaviors are prohibited on a Wehr job site:

- Use, possession, manufacture, distribution, attempted distribution, dispensation, attempted dispensation, sale, attempted sale, purchase, attempted purchase, cultivation, or storage, or being "under the influence" of illicit drugs (defined as a positive test result);
- Unauthorized use, possession, or being "under the influence" of alcohol (defined as a breath alcohol concentration of .02 or higher, unless otherwise specified in the Permitted Conduct section of this policy summary);
- Conviction for any criminal drug or alcohol statute for a violation occurring in the workplace, while conducting company business, while driving company owned, rented, or leased vehicles or personal vehicles being used for company business;
- Failing to notify a Vice President/Manager or Human Resources of any criminal drug or alcohol statute conviction or arrest within 24 hours or the next working day for a violation occurring in the workplace, while conducting company business or while driving for company business;
- Failing to report any change in driver's license status, within 24 hours or the next working day, to his/her supervisor, if his/her job function may include driving a vehicle for company business;
- Taking a prescription drug that is not according to their physician's direction;
- Refusing to consent to, remain ready for, cooperate with, submit to, or tampering with a drug and/or alcohol specimen or testing;
- Having any drug or alcohol statute conviction or arrest or engaging in the following conduct, either off company premises or during off-duty hours:
    - Possession, use, manufacture, distribution, dispensation, cultivation or sale of controlled substances, illegally used drugs, or alcohol off company premises that may adversely affect the company, the team member's work performance, or the team member's safety, others' safety at work or the general public;
    - Illegal use of legal substances off company premises or during off-duty hours that may adversely affect the company, the team member's work performance, the team member's safety or others' safety at work.

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Kinds of Testing
The only way to know with certainty if an individual is under the influence of drugs and/or alcohol is to conduct a test. The primary method used to determine the presence of drugs in the system under this policy includes a urine test; the presence of alcohol is determined by a breath alcohol test. For the safety of all our team members, tests for drugs and/or alcohol in the following circumstances: pre-employment, during the probationary period, reasonable suspicion, post-accident, random, return from layoff, as required by the customer or government, and as a follow-up to treatment or assessment.

Wehr requires a 10 Panel Expanded Drug Screen administered in compliance with SAMHSA (Substance Abuse & Mental Health Service Administration or NIDA (National Institute on Drug Abuse) requirements. The 11-panel drug screen includes Amphetamines; Barbiturates; Benzodiazepines; Buprenorphine / Metabolite; Cannabinoids; Cocaine / Metabolites; MDMA; Methadone / Metabolite; Opiates; Oxycodone / Oxymorphone; Phencyclidine.

Consequences
Any violation of Wehr's DFWPP, even a first offense, may be a basis for disciplinary action, up to and including termination. However, particularly serious violations, such as selling drugs on company property while conducting working on our jobsites will normally result in immediate termination and referral for criminal prosecution.

Inspections
Should Wehr have reason to believe that an individual may be in possession of alcohol, drugs, or drug paraphernalia on company property or on company time, Wehr may search company property or personal effects or vehicle while on company property or on company time.

Safety-Sensitive Positions
Any position, which by the nature of the work involved is accompanied by such risk, that even a momentary lapse of attention could have serious consequences to the safety of the co-worker, other co-workers, customers, the company, or the general public. For purposes of this policy, the following are the considered safety-sensitive positions:

- All personnel driving a company or personal vehicle for work regardless of whether it is a rented or leased vehicle
- All personnel on jobsites
- All personnel assigned to the service team or maintenance personnel
- All self-perform team members

Confidentiality
All information concerning drug or alcohol testing referrals and testing results, or treatment and rehabilitation of a team member will be kept confidential.

Reservation of Rights
Wehr reserves the right to interpret, change, or rescind the policy in whole or in part, with or without notice. In addition, changes to applicable federal or state laws or regulations may require Wehr to modify or supplement the policy. For more information on this policy, you may request a copy of Wehr's DFWPP.

Random Testing
Wehr may require Subcontractor (at Subcontractor's sole cost) to implement pre-access, random, reasonable suspicion or post incident drug testing that (1) randomly tests at least 5% of the Subcontractor's employees or one of the Subcontractor's tiered

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contractor's employees at least once a month; and (2) submit a letter from the Subcontractor's HR department confirming compliance with Wehr's DFWPP.

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Attachment #7

The ADA protects the rights of the disabled and mandates that disabled individuals have equal access to employment opportunities. Consistent with the ADA, Wehr is an equal opportunity employer that requires all contractors and employees to adhere to a discrimination and harassment free workplace, to protect the privacy of disabled workers, and to provide reasonable accommodations to qualified individuals with disabilities to ensure that they can perform the essential functions of the job without creating an undue safety risk of accident or injury on construction projects and job sites. By following the recommendations of the ADA, as well as recommended safety protections established by national safety organizations, Wehr and its contractors can protect the rights of all workers, including disabled workers while mitigating the risk of an accident or injury at a construction site.

To do so, as an employer you must not make any assumptions about an employee's abilities or medical conditions. Instead, you should:

- Consider the project as a whole and outline the essential functions, including physical requirements, of the anticipated jobs to be performed on the project site without regard to any specific employee or individual's condition or characteristics. Essential functions are defined as the fundamental job duties of the employment position. A job function is essential if the job exists to perform that function. The ADA permits an employer to establish job related qualification standards, including the physical and mental standards necessary for job performance, health, and safety. Those standards, however, must not screen out, or tend to screen out, individuals based on disability unless they are job-related and consistent with business necessity. For example, you can require that employees meet national industry safety guidelines. But you can't have a rule that bans all people with hearing impairments from a job as such a rule is based solely on a disability and on the misconception that hearing deficiencies can't be sufficiently corrected by hearing aids.

- Identify the safety risks of accident and injury created by the project and/or the specific anticipated jobs to be performed on the project and put into place appropriate control measures to mitigate these risks using industry or scientific objective data.

- Designate specific safety and/or human resources personnel to observe workers on the project and to review fitness for duty exams and other medical information concerning employees working on the site and periodically assess whether all the safety risks to all employees, including those with medical conditions or other limitations that create a risk of injury or accident have been assessed properly and if not, implement appropriate control measures for the entire project or group of workers performing the same type of jobs using industry or other scientific objective data.

- If an individual's physical limitations, disability, or medical condition otherwise prevents him/her from performing the essential functions of the job and adhering to the identified control risk measures, conduct an individualized inquiry with the employee (in conjunction with HR and/or legal counsel) to determine if the employee can perform the essential functions of the job with a reasonable accommodation that does not create a direct threat of harm. You should NOT make any employment decisions without conducting this individualized assessment. Nor should you apply a blanket rule or prohibition based upon an individual's age, ability to hear, see, or walk that otherwise adversely impacts that individuals' employment as same runs afoul with the ADA.

- An individual with a disability is not qualified for a specific employment position if he or she poses a "direct threat" to his or her own health and safety or to others. Specifically, a direct threat is a situation presenting a significant risk of substantial

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harm to the health or safety of the employee or others that cannot be eliminated or reduced by a reasonable accommodation. An elevated risk of injury is not sufficient, and the risk must be current, not speculative or remote. The assessment must be based on objective, scientific evidence, not on subjective perceptions, irrational fears, or stereotypes. The determination must be made on a case by case basis and relevant evidence may include input from the employee, medical doctors, rehabilitation counselors, or physical therapists with expertise in the disability or direct knowledge of the individual with a disability. Be sure to consult with the employee themselves and colleagues, seeking opinions and ensuring they are involved in discussions which affect them. Those involved in the work often propose good solutions. Proper factors to consider when conducting the individualized direct threat analysis include:

- Does the employee's condition create a direct threat to their health and safety or the health and safety of others?
- What is the duration of the risk based on medical data?
- What is the nature and severity of the potential harm based on industry and national safety standards?
    - If the condition is well managed with medication or other safety protocols, the employer may conclude that review of the situation through periodic medical updates at regular intervals is sufficient.
- What is the likelihood that the potential harm will occur?
    - Can these risks be prevented or adequately controlled through normal health and safety management?
    - Can the risks be addressed by allowing other colleagues to do certain elements of the activity, or by providing suitable, alternative equipment, for example, automated equipment to reduce manual handling or change systems of work?
- Is the potential harm imminent?
    - If not, what reasonable adjustments could be put in place to prevent or adequately control the residual risks?

Staying alert and proactive in identifying and addressing workplace risks and concerns can help reduce safety accidents and injuries on a job site. However, we must make sure we adhere to the rights of all employees and workers when addressing these safety risks and concerns. Relying on industry standards, the most current medical knowledge, and the best available objective when conducting individualized assessments of an individual's ability to perform the essential functions of a particular job on a job site will ensure compliance with the law and help us mitigate these safety risks and concerns.

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Date:
Contractor Name:
Address:
City, State, Zip:

RE: Project Name:
Wehr Job Number / Sub Contract number:

Safety Addendum

Pursuant to the OSHA Construction Standard, 29 CFR 1926, it shall be incumbent upon each Subcontractor who enters into a contract with Wehr Constructors Company Inc., to comply with the safety requirements.

The rules in this document do not replace any laws, regulations, or standards that apply to the contractor's scope of work. The rules in this document may exceed some of the laws, regulations, and standards that apply to the contractor's scope of work. Contractors of any tier performing any part of Wehr Constructors Company's contract are required to comply with all Federal, State, and Local safety laws, regulations, standards and all the provisions in this Contractor Safety Addendum. Employee, subcontractor, not following the provisions of this safety addendum will be subject to removal from the jobsite.

Wehr Constructors Company may perform work for clients with safety regulations that are more stringent than the ones set forth in this addendum as the Owner's and Wehr's complete Health and Safety Program. Wehr Constructors Company subcontractors and all their contractors of any tier shall abide by the policy that has the most stringent safety regulations. All contractors/subcontractors must be competent and capable to perform their assigned duties in a safe and environmentally sound manner. There are no exceptions to this provision.

The employee, subcontractor, safety rules are not limited to the following provisions:

A. PERSONAL PROTECTIVE EQUIPMENT/SAFETY EQUIPMENT

- Subcontractors shall supply their employees with the appropriate personnel protective equipment that meets the safety requirements outlined by federal, state/provincial and local safety laws, rules and regulations.
- Hardhats and safety glasses with side shields are required at all times.
- Work boots are required for all jobsites, when crushing hazards exists; steel or reinforced toes are required.
- Long trousers and shirts with sleeves are required for all jobsites.

B. STOP WORK POLICY

Whenever an imminent danger is present to any person, including, but not limited to, Wehr employees, subcontractors employees and third parties, any employee has the right to stop work so that all hazards are abated, or safe work practices are incorporated. For the purposes of this policy, an imminent danger includes, but not limited to:

- A situation for which the individual is not properly trained or experienced.
- A situation for which the individual is not equipped (i.e. safety or PPE).
- A hazard that is not typical to the individual's work activities or job.
- A worker unfit for the work due to the influence or alcohol or illegal or mind-altering substances.
- A danger that would normally stop work in the affected area.
- Subcontractor's employees are required to report all: stop work" actions immediately to their supervisor for investigation. During the investigation, the employee refusing to work will not leave the site or return to the work activity without authorization.

C. SUBSTANCE ABUSE

- Possessing, using or being under the influence of alcohol or an illegal or mind-altering substance while on site shall be grounds for immediate and permanent removal from the jobsite.

D. EXCAVATION/TRENCHING/SHORING

- Excavations shall be performed in compliance with the Occupational Safety and Health Administration Office that has Jurisdiction in the State where excavation where the excavation work is being performed.
- Any excavation 5ft or more in depth will have a protective system in place (i.e. sloping, benching, shoring, trench box, etc.) unless in stable rock.
- Temporary spoils will not be placed closer than 2ft from the surface edge of the excavation.
- Access ladders will be within 25ft from the worker, be secured and extend at a minimum 36 inches (3ft) above the landing.

E. WORKING AT HEIGHTS

- Persons that are exposed to fall hazards of six feet or greater above a lower level shall be protected from falling with the appropriate fall protection system (s) for their craft.
- All fall protection systems shall be compliant with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the work is being performed.
- Persons that are exposed to fall hazards of six feet or greater above a lower level shall be trained to recognize and minimize these hazards. This training shall be compliant with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the work is being performed. These rules apply to all crafts, persons, and contractors of any tier performing any part of Wehr Constructors Company's contract.
- Persons working in an aerial lift will use a fall arrest system at all times during their work.

F. CRANES

- Only Certified Crane Operators shall operate Cranes.
- Additional operations or tasks involving cranes shall be compliant with the Occupational Safety and Health Administration Office that has jurisdiction in the State where the work is being performed. Crane Standard is 1926.1400.
- Annual crane inspections, monthly inspections, and/or daily inspections will be performed.
- Crane operator license, qualified rigger and signalperson certifications will be submitted to Wehr Constructors prior to the start of work.
- Tag lines will be used for all loads unless is it proved that the tag line creates a hazard.
- Crane hand signals card will be posted.
- Work inside the swing radius of the crane is PROHIBITED.
- Riding or working under loads being lifted by a crane is PROHIBITED.

G. HOUSEKEEPING

- Compliance with the subcontract agreement at all times.
- All trash, waste and scrap shall be placed in their proper containers;
- Aisles and exits shall be kept clear for safe passage at all times.
- Immediately extract sharp objects from material and place in an appropriate container.
- Contractors shall keep areas clear of their debris and scrap.
- Fire extinguishers shall not be covered and shall be free of obstruction.
- Housekeeping must be conducted on a daily basis.

H. HAZARD COMMUNICATION

- Material Safety Data Sheets / Safety Data Sheets for chemicals brought to the site shall be on site and available for review.
- All chemicals whether combustible or not shall be stored, handled, labeled, and transported in compliance with all regulatory agencies that have jurisdiction in the region where the chemical (s) are located.
- Wehr Constructors Company shall be notified of any hazardous chemical before it is brought on site.
- All contractor employees shall be trained in Hazard Communications.
- All contractors shall be compliant with the Occupational Safety and Health Administration's Hazard Communications Standard that applies to the state where the contractor is performing work.

I. JOBSITE ACCESS

- All subcontractors and their visitors shall sign in and out daily at the jobsite trailer.

J. COMMUNICATION

- Prior to the start of work, the contractor/subcontractor will establish clear lines of communication, define clear roles and responsibilities to the Wehr Safety Department, Wehr Project Manager and Wehr Superintendent.
- Prior to the start of work, the contractor/subcontractor will establish and communicate an emergency action plan to Wehr Constructors Company, Inc.

K. COMPRESSED GAS CYLINDERS

- Compressed gas cylinders shall have their valve protection caps in place when the cylinders are transported or stored.
- Cylinder valves shall be closed when work is finished or when cylinders are moved.
- When cylinders are in use, one way valves must be in place at each end of the hoses.
- Air and acetylene cylinders in use or in storage must be separated from each other by 20 feet or by a 5 foot tall barrier which has at least a 1 hour fire rating.
- Additional operations with compressed gas cylinders shall be compliant with the Occupational Safety and Health Office that has jurisdiction where the gas cylinders are located.

L. HOT WORK

- Hot Work consist of any work that may introduce a source of ignition not limited to welding, cutting, grinding, heating, spark producing, or open flame including soldering.
- When performing hot work make sure the area is clear of debris, and combustibles, and the appropriate 10 lb. fire extinguisher is within 20 feet of the point of ignition. A competent fire watch person shall remain in the area as a fire watch for thirty minutes after the hot work is completed. Special precautions must be taken to avoid hot work in poorly ventilated areas.

M. ROOFING OPERATIONS

- Roofing operations shall be performed in compliance with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the roofing operations are being performed.
- Additionally, fall protection systems and procedures that are applicable to roofing operations shall be in place and utilized when persons are working at heights of 6 feet or greater above a lower level.
- All employees to be trained to work at heights.
- A warning line will be installed on the roof area. The warning line to be installed at least 6ft from the edge for roofers and 10ft back from the edge for other roofing operations.

N. SCAFFOLDING

- Scaffolding operations shall be performed in compliance with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the scaffolding operations are being performed.
- Additionally, fall protection systems and procedures that are applicable to scaffolding shall be in place and utilized when persons are working at heights of 6 feet or greater above a lower level. Scaffolding operations must be performed under the supervision of a competent person.

- Scaffold erectors, dismantlers, and users shall be appropriately trained to perform their tasks.
- All levels of a scaffold will meet OSHA requirements regardless of what level your employees are working from.

O. STEEL ERECTION

- Steel Erection operations shall be performed in compliance with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the Steel Erection operations are being performed.
- Additionally, fall protection systems and procedures that are applicable to Steel Erection, including roof decking, shall be in place and utilized when persons are working at heights of 6 feet or greater above a lower level.

P. JOB HAZARD ANALYSIS / JOBSITE SPECIFIC SAFETY PLAN

- Subcontractors shall complete and submit a Job Hazard Analysis / Site Specific Safety Plan to Wehr Constructors for any high hazard work to be performed. High hazard work is considered but not limited to the following:
    1) Working at heights
    2) Excavations
    3) Steel Erection
    4) Confined Space
    5) Roofing Operations

Q. ENVIRONMENTAL COMPLIANCE / WASTE MANAGEMENT / SPILL & RELEASE

- All subcontractors agree to abide by all applicable federal, state, provincial and local environmental laws.
- All subcontractors shall be responsible for the removal of all hazardous wastes or substances generated during the course of their onsite work.
- All subcontractors shall report any spills or releases to the Wehr Superintendent on the jobsite. Proper notifications will be made.

ADDITIONAL REQUIREMENTS/CONSIDERATIONS

- Clothing with sexual or racial suggestive messages is prohibited.
- Alcohol, illegal drugs, or fire arms on site are prohibited.
- Unsafe acts, horseplay, or sexual harassment is prohibited.
- GFCI's to be used at all times.
- NFPA 70E standards shall be followed for all electrical hot work.
- In the event a contractor employee suspects a material that may contain Asbestos or Lead, the contractor employee should not disturb the material, and should notify their supervisor of the possible hazard.
- Portable fuel containers shall be metal, properly labeled, and approved by the U.S. Department of Transportation and compliant with all other Federal, State, and Local Agencies.
- Fuel of all types and volumes shall be stored and transferred in a manner that is compliant with all Federal, State, and Local agencies that have jurisdiction in the region where the fuel is being stored and transferred.
- Three points of contact shall be maintained when climbing ladders. Ladders shall be inspected prior to use. Ladders and their use shall be compliant with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the work is being performed.
- Powered industrial trucks and fork trucks shall be operated according to the manufacturers specifications. Operators of powered industrial trucks and fork trucks shall maintain current training certification that is compliant with the Occupational Safety and Health Administration Office that has jurisdiction in the state where the equipment is being operated.
- All contractor/subcontractors must have the appropriate licenses, registrations and insurance to complete their scope of work.

SAFETY CITATIONS / SUBCONTRACTOR MONITORING PROGRAM

An appropriate level of oversight and monitoring must be put in place to verify subcontractor performance for the life of the

contract. Wehr Constructors Safety Department will conduct at least one jobsite audit per month to verify and ensure contractors / subcontractors are in compliance with regulatory and work-specific requirements.

- Safety citations shall be used by all management personnel to inform employees of safety violations and remind them that safety laws, rules and regulations are designed for their own protection.
- Any subcontractor employee observed violating established safety procedures may be issued a citation by the job superintendent, project manager, or safety department personnel.
- The disciplinary action taken on each citation will depend on the severity of the offense but will generally correspond with the following:
    1) The first citation may result in a reprimand, either oral or written.
    2) The second citation will result in an automatic suspension for a minimum of 3 consecutive working days unless more severe action is deemed necessary.
    3) The third citation within a 6 month period will result in termination.
    4) Termination or suspension on the first or second citation may result if the infraction is severe or life threatening. This is determined by the Wehr Superintendent and/or Wehr Safety Department.

"In the event Sub-Contactor is issued a citation by OSHA for an alleged safety violation(s) and Wehr Constructors Company, Inc. also is cited by OSHA under its Multi-Employer Citation Policy, as either a controlling, exposing, creating or correcting employer, Sub-Contractor agrees to reimburse Wehr Constructors Company, Inc. for the cost of its defense of such citation(s), including attorney fees and litigation costs, together with the amount of the Penalty assessed against Wehr Constructors Company, Inc. for such citation under OSHA's Multi-Employer Citation Policy.".

As responsible contractors, we all want to keep our personnel and work sites accident free and safely managed. With the help of every level of worker, from owners to laborers, this is an achievable goal.

Wehr Constructors Company Inc. is committed to keeping our jobsites safe and it will not tolerate regressions related to safety.

Please sign and return this statement along with the contract documents. No Subcontract with Wehr Constructors Company Inc. shall be considered valid without this addendum attached.

I _____agree to abide by all the provisions in this addendum
(Print Name of Authorized Contractor Representative)

_____
(Print Title, Company, Phone Number, and Email Address of Authorized Contractor Representative)

_____
(Authorized Contractor Representative Signature and Date)

Wehr Job Number:
Wehr Subcontract Number:

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EXHIBIT D

CONSTRUCTION-SPECIFIC PROCEDURES FOR ALL SUBCONTRACTORS

PRECONSTRUCTION/BIDDING REQUIREMENTS

CONSTRUCTION REQUIREMENTS POST-CONSTRUCTION

REQUIREMENTS

CENTRAL KENTUCKY OFFICE
1510 Newtown Pike, Suite 110
Lexington, KY 40511

FLORIDA OFFICE
9423 Corporate Lake Drive
Tampa, FL 33634

WESTERN KENTUCKY OFFICE
424 Highway US 31W Bypass
Bowling Green, KY 42101

EXHIBIT D

SPECIFIC PROCEDURES FOR ALL SUBCONTRACTORS

PRECONSTRUCTION/BIDDING PHASE

General

1. The notations and clarity in this document are meant to define the general requirements for WEHR subcontractors on all WEHR projects and all scopes of work. It is the bidder's sole responsibility to include all material, labor, equipment, safety, quality control, warranties, and means and methods required to complete a fully functional system. No Bidder shall use the omission of any item from this language as a basis for a claim for additional compensation.

2. **General and Special Conditions**
   All General and Special conditions for WEHR, Serving as the Construction Manager, General Contractor, or similar contractual relationship shall be passed through and binding to all subcontractors. All documents are available to all subcontractors at their request.

3. **Escalation Costs**
   At time of execution of subcontract by all parties, subcontractor becomes liable for any and all material escalation costs or material price changes. It is the responsibility of the subcontractor to pay for any such increases and WEHR Constructors shall not be responsible for any such fees. Failure to perform scope of work for agreed-upon pricing in subcontract agreement shall result in dispute resolution and/or termination of contract, forfeiture of bond, etc.

4. **Bonding**
   This subcontractor shall provide a 5% bid bond with submission of proposal, 100% Performance Bond and a 100% Payment Bond for contract execution. P&P Bond execution may be waived at the discretion of the Construction Manager and/or the Owner and subcontractor must issue written request before supplying P&P bond. If a subcontractor provides a P&P bond before a written request by the Construction Manager is submitted, costs may still be credited from subcontractor to the Owner/Construction Manager based on the cost to be included on the bid form.

5. **Trade Package Scope of Work**
   Each trade package has specification sections and trade package scope of work. All items in each specification shown must be referenced and included with proposal. To summarize, if a specification section is required in your trade package or scope, you are required to adhere to all items contained in the construction documents, bidding manual, and specifications for that specification section.

   Trade specific language following specification sections are to define the general scope of the work to be performed in addition to the language in the specifications. It is the bidder's sole responsibility to include all material, labor, equipment, safety, quality control, warranties, and means and methods required to complete a fully functional system of respected scope of work. No Bidder shall use the omission of any item from this language as a basis for a claim for additional compensation.

6. **Schedule and Phasing**
   Project schedule and phasing plans are included in project manual for all subcontractors and vendors. The Construction Manager and/or Owner may change the phasing as required to accommodate daily operations of the Owner/Facility and any proposed costs associated from such changes must be submitted to the Construction Manager for approval within 14 calendar days of the schedule/phasing plan being issued. These items will be discussed at each weekly schedule meeting in which attendance is required by all parties. Failure to attend meetings and not be informed on updated schedule/phasing shall not be grounds for future schedule claims by the subcontractor, thus making attendance mandatory at all weekly schedule meetings.

   By submission of a bid, the Bidder acknowledges schedule durations and will complete the related task within the times specified. Required manpower, hours, and overtime to maintain bid schedule will be at the bidding contractor's expense. It will be the Construction Manager's determination if the schedule is

not being maintained. If the Construction Manager determines that a Bidder or supplier is behind schedule, they will be required to submit for approval within a specified period of time a schedule demonstrating the method / procedures required to regain the required rate of progress. Any increases in labor, materials, and expedited delivery encountered will be the financial responsibility of the contractor in breach. Contractors working beyond the regular scheduled working hours will be back charged by CM at the rate of $100 per hour weekdays, $150 per hour for Saturdays, and $200 per hour on Sundays for a supervisor to be onsite while contractor is working past the normal working hours. No Exceptions! See the project schedule located in the Project Manual.

Saturdays are a mandatory make-up day for any day(s) lost during the normal work week due to weather.

7. **Field Verification**
   It is the bidding Subcontractor's responsibility to visit the project site and make any and all considerations for field measuring, verification, etc. before submitting a bid. Failure to do so shall not warrant subcontractor being entitled to additional costs.

8. **Full Range of Documents Required for Bidding**
   Contractors are responsible for reviewing all bidding documents in their entirety. Any items pertaining to their scope of work that are included in any section of contract documents will be the responsibility of the bidding subcontractor to cover. For example, demolition contractors when bidding demolition scope must review new construction plans in addition to demolition plans. If new walls are shown in an area where no demolition is noted on plans, it is understood that walls must be demolished for new construction to take place. The demolition contractor is responsible for providing that demolition at no additional cost to the owner or Wehr.

9. **Protection of Completed Work or Owner Equipment**
All Contractors shall consider protection of finished work of prime importance. Care shall be taken by Contractors not to damage completed work of other Contractors (which includes all existing conditions scheduled to remain in place), and to provide adequate protection for their own completed work. Any Contractor moving men and/or transporting materials across floors, grades, roofs or other vulnerable surfaces and through existing areas shall provide adequate surface protection to prevent damage to existing surfaces. Any cost of damages will be borne by the Contractor causing said damage at the cost of replacement by the Contractor who installed the material.

10. **Substitution of Materials**
Should any of this information be other than what is specified in the Project Specifications, a "Certificate of Product Compliance for Proposed Substituted Products" must be filled out and attached with the above mentioned breakdown, for approval by the Owner, Architect/Engineer and Construction Manager. This must happen in the bidding phase and shall not be allowed during construction phase.

11. **Retainage**
Retainage in the amount of ten percent (10%) will be withheld from each Pay Application including Owner direct purchase order amounts submitted by the Contractor, including material purchases listed in the Schedule of Values. Upon completion, acceptance and approval for final payment of Contractor's work, Contractor shall be entitled to the full retainage withheld. State laws shall govern the reduction of retainage if applicable. Retainage will be released only upon Owner approval and payment to Wehr Constructors, Inc.

12. **Submittals and Closeout Documents**
Initial Project Submittal Log and Closeout documents required by Trade Package are included in this project manual. All subcontractors are required to submit initial submittals by the due dates noted in those documents as they pertain to specific trade categories. Failure by a subcontractor to submit required submittals on or before the date required shall be grounds for liquidated damages applied each calendar day submittals are not provided to Construction Manager.

The same process applies to Closeout documents. The initial log of required closeout documents per the Design Team Specifications are included in this project manual. All closeouts are required to be provided to the Construction Manager on or before 70% completion of each phase. Failure to provide electronic closeout documents by the required dates shall be grounds for liquidated damages assessed to responsible subcontractor. The only exception to this rule pertains to Record Documents or As-Built Documents. As-Built documents that are required by the HVAC, Plumbing, Fire Protection, and Electrical Contractors Must be provided to the construction manager within 48 hours of specific trade final inspections. Hard Copies and Digital Copies of As-Builts/Record Documents shall be submitted in both forms within 48 hours of obtaining final inspections on each phase of the project or responsible subcontractor shall be subject to liquidated damages.

13. **Schedule and Phasing**
Project schedule and phasing plans are included in project manual for all subcontractors and vendors. The Construction Manager and/or Owner may change the phasing as required to accommodate daily operations of the Owner/Facility and any proposed costs associated from such changes must be submitted to the Construction Manager for approval within 14 calendar days of the schedule/phasing plan being issued. These items will be discussed at each weekly schedule meeting in which attendance is required by all parties. Failure to attend meetings and not be informed on updated schedule/phasing shall not be grounds for future schedule claims by the subcontractor, thus making attendance mandatory at all weekly schedule meetings.

14. **Construction Manager and Owner-Specific Procedures and Protocol**
All required procedural information, project specific documents, etc. as required by the Owner and Construction Manager are included in the project manual for reference, including the Subcontract document for viewing. By providing a proposal for a specific trade package, subcontractor is agreeing to sign Construction Manager's subcontract and supplements along with following all required owner/Construction Manager procedures and protocol without exception. Failure to do so, or any attempt to modify the Construction Manager's subcontract shall be grounds for bid bond forfeit.

CONSTRUCTION PHASE

1. **Scope of Work – GENERAL TO ALL BIDDERS**
It is the intent for this project that the subcontractor performs all work scoped herein and as specified in the Drawings and Specifications, and this project manual. This subcontractor shall furnish 100% of the labor, supervision, materials, tools, equipment, operators, hauling, rigging, temporary shoring (as required) shop drawings, submittals, layout, unloading, scaffolding, ladders, hoisting, transportation, all applicable taxes, permits, engineering, support functions, bonds, warranties, guarantees, and any other items or services necessary for and reasonably incidental to safely execute and complete the work scoped herein, whether temporary or permanent, in full compliance with all drawings, specifications, addenda, general and special conditions, requirements, and other related documents as indicated herein. Subcontractor to reference other Bid Packages for clarifications of coordination among other trades. Failure to review all drawings, specifications, and trade package language shall not excuse subcontractor from completing their scope of work.

2. **Jobsite Cleanup**
This subcontractor will be responsible for general area cleanup daily of all areas where Scope of work is being performed.

Subcontractors, daily, shall completely remove all scrap, debris, and waste material and other items not required for construction of work.

In addition to this, each trade package must supply 1 employee every Tuesday of each week, 8 manhours per day for a weekly cleanup. This employee only will be required when scope of work is being performed but must be available to perform cleanup even if you mobilize and start work on a Tuesday. Subcontractor must provide 1 dedicated cleanup employee per every 7 FTEs working on site during a given week. Failure to provide such dedicated manpower shall result in the Construction Manager supplying labor and back-charging responsible firm $100/hr plus all associated overhead and profit.

Subcontractors shall retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials. Weekly and more often if necessary, inspect all arrangements of materials stored on the site, restack, tidy, or otherwise service all arrangements.

Subcontractors shall not allow the accumulation of scrap debris, and waste material and other items not required for construction of this work.

3. **Safety**
Subcontractor will adhere to all Owner, OSHA, Federal, State, Local, and Wehr Constructors' safety requirements as set forth in all applicable law and project documents. Additionally, subcontractor will adhere to all safety directives and practices; as may be issued from any time to time by Wehr Constructors personnel. All Contractors shall comply with the Interim Life Safety Measures and Infectious Control Procedures outlined by the Project Specifications and Bid Manual.

4. **Communication and Progress Meetings**
If awarded the subcontract, the Subcontractor agrees to attend all requested weekly and bi-weekly coordination/progress meetings on site. These will be as follows:
   a. Weekly Foreman's Meetings – Superintendent must be present
   b. Weekly Outage Meetings – Superintendent must be present
   c. Bi-Weekly Subcontractor Progress Meetings – Project Manager and Superintendent must be present
   d. Weekly Schedule Meetings – Project Manager and Superintendent must be present

Project Manager and Superintendent required to be on site and present as noted above at each progress meeting while scope of work is being performed, and 1 month before scope of work is to commence. Failure to attend will result in a $250 backcharge to Subcontractor for each occurrence where one or both required attendees are not present.

5. **Parking**
Every facility and jobsite is unique in hours of operation, laydown area, parking locations, etc. No delay claims shall be warranted to subcontractors for parking locations and availability. It is the responsibility of the subcontractor to review existing conditions and make any/all arrangements for employee travel, parking, etc. By bidding and signing subcontract, contractor waives all rights to claims for such site specific details.

6. **Supervision**
Subcontractor must provide on-site Supervision at all times while scope of work is being performed to coordinate all pertinent items with Wehr Constructors' site staff. Each trade must present resume to Construction Manager of said supervisor at post-bid checklist meeting with the name of the dedicated person and their resume. Failure to do so could be grounds for dismissal of proposal. Failure to provide superintendent during course of work shall be grounds for any penalties deemed necessary by the Construction Manager.

7. **Photographic Documentation**
The contractor is responsible to provide photographic documentation showing work progress for the entire duration. Each progress pay application must be supplemented by progress photos for the pay application to be accepted.

8. **Submittals**
All subcontractors are required to submit initial submittals by the due dates noted in project documents as they pertain to specific trade categories. If no such dates are specified, subcontractor is required to submit necessary information to ensure all dates on the construction project schedule can be maintained. Failure by a subcontractor to submit required submittals on or before the date required shall be grounds for liquidated damages applied each calendar day submittals are not provided to Construction Manager. WEHR must be notified as soon as possible of potential materials not available within the parameters required to meet the project schedule. If such documentation, in writing, is not provided burden of damages or compensation

resulting from schedule delay shall be borne by subcontractor responsible.

9. **Billing Procedures**
   Contractor's monthly pay applications must be submitted electronically to Construction Manager on or before the 20th of each month to be considered for that specific month's billing. Failure to provide by the 20th of the month can warrant in delayed payment and processing.

10. **Night Work**
    Subcontractor shall reference all notes on the construction documents showing areas that are "after- hours" or "night work/weekend work." For any work associated with this trade package in these defined spaces or areas connected systematically to these spaces, all such costs shall be borne by the contractor. The Construction Manager reserves the right to adjust the hours of operation for specific activities, weather related influences, and other causes as seen fit. Subcontractors requiring extended hours of operations should provide at least 48 hours notice before the overtime date is required. The Construction Manager reserves the right to require the use of shift work and overtime work to make up lost time.

11. **Eating/Drinking/Tobacco**
    No eating will be allowed within the building at any time. A designated break area will be provided. The owner has a zero-tolerance policy for any and all tobacco use. Anyone caught on the grounds using any form of tobacco or e-cigarette shall be removed from the project immediately.

12. **Visitors**
    All visitors are required to sign in at the Construction Manager's field office before entering the project site.

13. **As-Built Tracking**
    Each Contractor will be responsible for providing daily As-Built updates to the Construction Manager. Project As-Built drawings will be kept in the Construction Manager's jobsite office trailer. Failure to update As-Built drawings will result in delay of monthly payments.

14. **Acceptance of Work by Others**
    Subcontractors shall examine all conditions of construction pertaining to their scope of work before commencing with installation. If any defects exist, conditions that are outside manufacturers' recommendations, warranty implications, etc., subcontractor shall notify WEHR immediately for review and direction. By proceeding with installation of work, subcontractor is accepting conditions and therefore shall be liable for any rework, defective work, warranty issues, workmanship issues, etc. of its own installation, even if cause is determined to be from conditions of areas before subcontractor installation began. In short, all subcontractors must examine conditions before proceeding.

15. **Change Order Protocol**
    Change order work, or work not under contract, shall not be compensated to any subcontractor without written approval by the Construction Manager. If a subcontractor performs a scope of work outside of their contract without written approval by the Construction Manager, that work shall not be compensated by the Construction Manager. Additionally, the following methods are the only acceptable means of subcontractor compensation for work outside of their contract scope:
    a. Design clarification or scope change issued to the Construction Manager and subsequently issued from Construction Manager to subcontractor for pricing.
    b. Request and/or receive directive from the Construction Manager to perform scope of work.

In this case, all labor rates and hours, materials quantities and costs, equipment details and costs, and subcontractor rates must be submitted in enough detail to satisfy the Construction Manager.

c. Request by the Construction Manager to a subcontractor on a Time and Material Basis. During this scenario, tickets must be submitted to Wehr Supervision or Project Management daily for signature. Failure to provide a ticket at the end of a workday for verification of manhours worked shall be grounds for that day's cost to be dismissed.

The maximum markup allowed, which includes all overhead and profit costs, shall be the cost of the work plus 10%. No Project Management time shall be allowed for inclusion in said change requests, as those costs shall be consumed by the maximum 10% markup allowed. Any claims of schedule delay by subcontractors must be included in all change proposals. Failure to include such costs in change orders at the time of submission shall be assumed that no additional time in the contract is being requested or granted.

If a subcontractor performs work it feels is outside the contractual scope of work, or could potentially be outside scope of work, subcontractor must notify WEHR within 10 business days of the work taking place. If subcontractor performs work, and does not notify WEHR within 10 business days, no compensation shall be granted for work regardless of original contract scope. If questions arise about directives being issued, subcontractor should notify WEHR or request confirmation of scope clarity in writing before commencing with work.

16. **Schedule and Phasing**
Project schedule and phasing plans are included in project manual for all subcontractors and vendors. The Construction Manager and/or Owner may change the phasing as required to accommodate daily operations of the Owner/Facility and any proposed costs associated from such changes must be submitted to the Construction Manager for approval within 14 calendar days of the schedule/phasing plan being issued. These items will be discussed at each weekly schedule meeting in which attendance is required by all parties. Failure to attend meetings and not be informed on updated schedule/phasing shall not be grounds for future schedule claims by the subcontractor, thus making attendance mandatory at all weekly schedule meetings.

17. **Deliveries**
All deliveries are to be announced at least 48 hours in advance. Deliveries made after 2pm Local time will be rejected unless prior accommodations have been made.

POST – CONSTRUCTION PHASE

1. **Change Order Request/Work Orders**
Upon Subcontractor Issuance of Final Bill (Excluding Retainage), no additional compensation shall be granted for work completed in addition to subcontract scope. All subcontractors shall abide by Change Order Protocol referenced in item #15 of Construction Phase in this document.

2. **Punch List**
All trade contractors shall be required to complete all punch list obligations responsibly and expeditiously with adequate manpower to meet the Construction Manager schedule. Failure to do so shall warrant written warning from the Construction Manager, followed by supplemented work to complete and all necessary costs transferred to the subcontractor.

3. **Warranties**

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2517 Plantside Drive
Louisville, KY 40299

(p) 502.491.9250
(f) 502.495.1018
wehrconstructors.com

All contractors must provide warranties from the date of substantial completion.

4. **Owner Training**
   All owner training requirements shall be scheduled by the subcontractor through the Construction Manager. All training shall be video recorded and submitted digitally to the Construction Manager.

5. **Submittals and Closeout Documents**
   Initial Project Submittal Log and Closeout documents required by Trade Package are included in this project manual. All subcontractors are required to submit initial submittals by the due dates noted in those documents as they pertain to specific trade categories. Failure by a subcontractor to submit required submittals on or before the date required shall be grounds for liquidated damages applied each calendar day submittals are not provided to Construction Manager.

   The same process applies to Closeout documents. The initial log of required closeout documents per the Design Team Specifications are included in this project manual. All closeouts are required to be provided to the Construction Manager on or before 70% completion of each phase. Failure to provide electronic closeout documents by the required dates shall be grounds for liquidated damages assessed to responsible subcontractor. The only exception to this rule pertains to Record Documents or As-Built Documents. As-Built documents that are required by the HVAC, Plumbing, Fire Protection, and Electrical Contractors Must be provided to the construction manager within 48 hours of specific trade final inspections. Hard Copies and Digital Copies of As-Builts/Record Documents shall be submitted in both forms within 48 hours of obtaining final inspections on each phase of the project or responsible subcontractor shall be subject to liquidated damages.