



WAL-MART STORES, INC. * 2001 SE. 10TH STREET * BENTONVILLE, AR 72716-5570

**EXHIBIT C TO GMP MASTER CONSTRUCTION AGREEMENT -
GMP PROJECT AGREEMENT**

This GMP Project Agreement (a “**Project Agreement**”) is made and entered into by and between the entities identified below as Walmart and Contractor for the construction of the Project identified below.

**ARTICLE 1
ADOPTION OF GENERAL CONDITIONS**

1.1 **GENERAL CONDITIONS:** The General Conditions of the GMP Project Agreement (the “**General Conditions**”), which is attached as Exhibit B to the Master Construction Agreement between Walmart and Contractor dated [Click here to enter text.](#), is adopted into and made part of this Project Agreement.

**ARTICLE 2
GENERAL PROVISIONS**

2.1 **PROJECT SPECIFIC TERMS**

2.1.1 **EFFECTIVE DATE:** [Click here to enter text.](#)

2.1.2 **PROJECT:** [Click here to enter text.](#)
Store # [Click here to enter text.](#)
Job # [Click here to enter text.](#)
Site/Address # [Click here to enter text.](#)
Purchase Order # [Click here to enter text.](#)
Permit Purchase Order # [Click here to enter text.](#)
General Reimb. Purchase Order # [Click here to](#)

[enter text.](#)

[Audit Purchase Order # Click here to enter text.](#)

2.1.3 **WALMART:** Wal-Mart Stores, Inc.

2.1.4 **WALMART’S CONTRACT ADMINISTRATOR:** [Click here to enter text.](#)

Physical Address: 2001 SE 10th Street
Attention: Contracts Administration
Department: 8974
Bentonville, AR 72716-5570

2.1.5 **CONTRACTOR:**

[Click here to enter text.](#)

SAP Vendor # [Click here to enter text.](#)

2.1.6 **CONTRACTOR’S SUPERINTENDENT(S):**

[Click here to enter text.](#)

Physical Address: _____

E-Mail Address: _____

Telephone: _____

2.1.7 **ARCHITECT:**

[Click here to enter text.](#)

Physical Address: _____

E-Mail Address: _____

Telephone: _____

2.1.8 **CONTRACT DOCUMENTS:** The “**Contract Documents**” consist of: (1) this Project Agreement and its exhibits, (2) the General Conditions, (3) the “**Addenda**” listed in Exhibit 2.1.8 hereto; (4) the “**Specifications**” listed in Exhibit 2.1.8 hereto and in the Final GMP Amendment; (5) the “**Drawings**” listed in Exhibit 2.1.8 hereto and the Final GMP Amendment; (6) the “**Special Conditions**” identified on Exhibit 2.1.8(b) hereto; (7) any other documents listed in Exhibit 2.1.8 hereto; and (8) all Modifications made after execution of this Project Agreement. A “**Modification**” is: (a) a written amendment to this Project Agreement signed by both parties, including the Final GMP Amendment; (b) a Change Order; or (c) a minor change in the Work required by Walmart as defined in the General Conditions.

2.2 **INCORPORATION OF THE CONTRACT DOCUMENTS:** The terms of all Contract Documents are fully incorporated herein and are as fully a part of this Project Agreement as if attached hereto. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede Contractor’s proposal and all prior negotiations, representations or agreements, either written or oral related to the Work to be performed pursuant to this Project Agreement. The Contract Documents may be amended or modified only by a Modification.

2.3 **INSURANCE:** On or the Effective Date identified above, Contractor shall cause all insurance required by Article 7 of the General Conditions to be effective. The coverages and liability limits of insurance policies required shall be not less than those specified on Exhibit 2.1.10.

ARTICLE 3
COMPLIANCE

- 3.2 **COMPLIANCE:** Contractor shall comply with all requirements on the attached Exhibits 3.6 and 3.6A. To the extent of conflicting provisions, the more strict provision will apply.

ARTICLE 4
STATE OF ORGANIZATION

- 4.1 **STATE OF ORGANIZATION:** Contractor hereby represents, warrants and covenants to Walmart that Contractor is a [Click here to enter text.](#) duly organized, validly existing and in good standing, under the laws of the State(s) of [Click here to enter text.](#). To the extent required by applicable law, Contractor has qualified as a foreign business eligible to conduct business in the state where the Work is performed and under the laws of all other jurisdictions where the nature of its business or the nature or location of its assets requires such qualification.

ARTICLE 5
TERMINATION

- 5.1 **TERMINATION:** This Agreement may be terminated pursuant to the terms of the General Conditions.

ARTICLE 6
GOVERNING LAW

- 6.1 **GOVERNING LAW:** This Agreement shall be governed as provided in the General Conditions.

WITNESS/ATTEST

Print name and sign above.

WITNESS/ATTEST

Print name and sign above.

WAL-MART STORES, INC.

DATE _____

CONTRACTOR: [Click here to enter text.](#)

DATE _____

Affix Corporate Seal over signature when Contractor is a Corporation

EXHIBIT 2.1.8

CONTRACT DOCUMENTS

- (1) The “**Specifications**” are:

Bid Documents, to include, but not limited to, plans and specifications, issued at out to bid within Walmart’s electronic bidding tool or as modified by Addenda.

- (2) The “**Drawings**” are:

Bid Documents, to include, but not limited to, plans and specifications, issued at out to bid within Walmart’s electronic bidding tool or as modified by Addenda.

- (3) The “**Addenda**” are:

[list addenda by name, date, author and design discipline]

- (4) The following additional documentation:

Contractor’s rates for its preconstruction services pursuant to Article III of the General Conditions, the Construction General Conditions Costs and Contractor’s Fee are identified on *[Attach rates set forth on Exhibit D to the MCA or as otherwise agreed by Walmart and Contractor]*.

EXHIBIT 2.1.8(b)

SPECIAL CONDITIONS

(Issued at Out to Bid or as Modified by Addendum)

EXHIBIT 2.1.10

INSURANCE COVERAGES AND LIMITS

- (1) The coverages and limits of liability contained in Contractor's insurance policies required pursuant to paragraph 7.1 of the General Conditions shall be not less than those specified below: Commercial General Liability: combined single limit for bodily or personal injury and property damage of not less than \$2,000,000 each occurrence, \$3,000,000 annual aggregate. Such insurance shall include the following coverages: (1) premises/operations; (2) independent contractors; (3) products/completed operations (for a period of not less than five (5) years following completion of Contractor's operations at the Project site); (4) contractual liability, insuring all liability assumed by Contractor pursuant to this Contract; (5) personal injury liability; (6) personal and advertising injury; (7) medial payments, bodily injury and property damage; (6) explosion, collapse and underground hazards.
- (2) Worker's Compensation: statutory limits or, if no statutory limits exist, with minimum limits of \$1,000,000 per occurrence;
- (3) Employer's Liability: \$1,000,000 per occurrence;
- (4) Automobile Liability (owned, non-owned and hired): minimum combined single limit for bodily injury and property damage of \$2,000,000 each occurrence and annual aggregate;
- (5) Umbrella Liability: minimum limits of \$5,000,000 each occurrence/aggregate; and
- (6) Coverage for Walmart's contingent liability for claims which may arise from operations under this Contract, which coverage can be afforded by adding Walmart as additional insured on general liability insurance coverage.

EXHIBIT 3.6

COMPLIANCE

3.6.1 COMPLIANCE GENERALLY

3.6.1.1 PROJECT SPECIFIC TERMS

3.6.1.1.1 **Compliance Requirements.** Compliance with all laws, including Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws as well as requirements found within the Contract Documents, this Compliance Exhibit and the corresponding or referenced Compliance Specifications that pertain to Safety Compliance, Environmental Compliance, Stormwater Compliance and Worker Verification Compliance.

3.6.1.1.2 **Compliance Laws.** All Compliance related laws, regulations and requirements to include Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws.

- (a) Safety Laws. All applicable Federal, state and local laws, ordinances, rules, regulations and lawful orders relating to the safety or health of persons or property including without limitation, compliance with local safety laws, local fire and life safety code, building codes, safety or environmental laws governing exposure to toxic or hazardous substances, transportation safety laws concerning the safety of shipments arising out of the course of work, the latest Occupational Safety and Health Act of 1970, 20 U.S.C. Section 651 et seq. (“**OSHA**”) safety standards and rules and regulations promulgated there-under, and all state approved and local safety and health statutes, rules and regulations.
- (b) Environmental Laws. All laws, statutes, regulations and judicial interpretations thereof of the United States, of any state in which the Project Site is located, and of any other government or quasi-government authority having jurisdiction, that relate to the prevention, abatement and elimination of pollution and/or protection of the environment, including but not limited to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. § 6901 et seq., the Clean Water Act (“**CWA**”), 33 U.S.C. § 1251 et seq., the Clean Air Act (“**CAA**”), 42 U.S.C. § 7401 et seq., the Safe Drinking Water Act (“**SDWA**”), 42 U.S.C. § 300f et seq., the Endangered Species Act (“**ESA**”), 16 U.S.C. § 1531 et seq., the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. § 2601 et seq., and the Emergency Planning & Community Right to Know Act (“**EPCRA**”) together with any state statutes or local ordinances or other requirements serving any similar or related purposes. This includes, but is not be limited to, all laws, regulations, permits or other requirements relating to Stormwater, wetlands protection and asbestos abatement or notification, and hazardous materials/hazardous waste management.
- (c) Stormwater Laws. All Environmental Laws, and other laws, regulations, permits or other requirements relating to Stormwater. This includes the National Pollutant Discharge Elimination System (“**NPDES**” or “Stormwater Permit”) Federal Stormwater general permit system or analogous state Stormwater general permit system required under Stormwater Laws for discharges associated with construction activities on Project Sites greater than an acre in size.

- (d) **Worker Verification Laws.** All Federal, state, and local laws, statutes, rules, codes, ordinances, orders and regulations governing the employment of its workers, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto.
- 3.6.1.1.3 **Specifications.** Specifications to be provided by Walmart which contain information, terms and conditions regarding Compliance.
- 3.6.1.1.4 **Walmart Associates.** Employees or temporary staff of Walmart, its subsidiaries, or affiliates, including Sam's Clubs.
- 3.6.1.1.5 **Contractors and Workers.**
- (a) **Contractor and Subcontractor.** All references to Contractor and Subcontractor shall have the same meaning as those terms are defined in the Contract between Contractor and Walmart, which are adopted and incorporated into this Compliance Exhibit and/or referenced Specifications to be provided by Walmart; the term Subcontractor shall apply to subcontractors of any tier and for any duration.
1. **Contractor Workers.** Workers of any tier and for any duration of Work on the Project, who are employees of the Contractor.
 2. **Subcontractor Workers.** Workers of any tier and for any duration of Work on the Project, who are employees of a Subcontractor.
 3. **Workers.** Includes all Contractor Workers and Subcontractor Workers of any tier and performing work for any duration.
- (b) **Walmart Contractors.** Contractors performing work under separate contracts directly with Walmart. This includes any subcontractors hired by Walmart Contractors.
1. **Walmart Contractor Workers.** Individuals of any tier and for any duration of Work on the Project who are employees of Walmart Contractors.
- 3.6.1.1.6 **Hazardous Materials.** Those materials, substances, wastes, pollutants or contaminants which are hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances", "hazardous materials", "hazardous wastes", or other similar designations in the CERCLA, RCRA, Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other Federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision.
- 3.6.1.1.7 **Hazardous Waste.** As defined by U.S. Environmental Protection Agency (EPA) in 40 CFR 261.3, and as defined by specific state and local jurisdictions. Materials shall be considered hazardous wastes as appropriate according to applicable regulations regardless of whether the material was supplied by Walmart.
- 3.6.1.1.8 **Universal Waste:** As defined by the U.S. EPA in 40 CFR 273 and as defined by specific state and local jurisdictions.
- 3.6.1.1.9 **Administrative Violation:** Violations of any Compliance Laws, Compliance Requirements or the Contract Documents. Such violations may be included in Inspection Reports, Notices of Violation, citations, Stop Work Orders, Requests for Production, Warning Orders, Administrative Orders, letters or other written or oral communication. It shall not be necessary for the operation of this paragraph that such violation determinations be reviewed by any court or administrative tribunal.
- 3.6.1.1.10 **Superintendent.** Individual(s) designated by the principal of the Contractor meeting the requirements set forth in Sec. 3.6.1.5.2.

3.6.1.1.11 **Competent Person.**

- (a) Competent Person – General. 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 authorization to take prompt corrective measures to eliminate them
- (b) Qualified Person Electrical. – Must meet both NFPA 70 E and OSHA Definition.
 - (1) Qualified Person (electrical) OSHA Definition. One who has received training in and has demonstrated skills and knowledge in the construction and operation of electric equipment and installations and the hazards involved.
 - (2) Qualified Person (electrical) NFPA 70E. Refer to the most current version of NFPA 70E.

3.6.1.1.12 **Compliance Oversight Manager (COM).** The COM is a designated individual with construction-related and Compliance experience, meets the requirements set forth below in Sec. 3.6.1.5.4, and who is not serving as the Superintendent on a Project Site.

3.6.1.1.13 **Stormwater Compliance Certificate.** Evidence of completion of Walmart provided Stormwater training, or alternate training accepted by Walmart Stormwater Compliance Team.

3.6.1.1.14 **Compliance Plan.** Comprehensive plan, which includes, without limitation, Contractor’s processes and procedures through which Contractor will ensure said compliance and conformance with Compliance Requirements.

- (a) Stormwater Pollution Prevention Plan (SWPPP). A document or series of documents defining practices and procedures designed to eliminate or minimize the discharge of soils, debris and other pollutants in runoff exiting the project.
- (b) Safety Plan. A description of Contractor program designed to ensure Compliance with Safety Laws and safety related Compliance Requirements
- (c) Hazardous Waste Management Plan. The Walmart provided Hazardous Waste management plan identifying regulatory requirements for the generation, management, storage, and disposal of hazardous waste.

3.6.1.1.15 **Compliance Incident.** Any matter or issue occurring on or in connection with the Project or Project Site which falls into the following categories:

- (a) Environmental Incident. Any release of a Hazardous Material or Waste that equals or exceeds five (5) gallons or that equals or exceeds its federal or state reportable quantity.
- (b) Worker Verification Incident. Any Administrative Violation or Regulatory Contact by the Department of Homeland Security (“DHS”) or any other governmental agency or authority related to immigration or worker verification issues of Contractor, its agents, employees, and Subcontractors.
- (c) Safety Incident. Death or serious injuries requiring either medical attention or when an injured worker is admitted into a hospital or medical care facility for observation or treatment. Also included is the occurrence of any situation in which there is imminent danger to an individual present on or in connection with the Project, and/or any significant property damage.
- (d) Regulatory Contact. All contacts regarding the Project Site construction operations by any type of regulatory authority, excluding routine building inspections (such as routine building inspectors and Fire Marshalls), unless a compliance exception is identified, including without limitation, NOVs (Notice of Violation), Warnings, Inspection Reports, Notices of Non-compliance, or other similar regulatory correspondences, Audits, Investigations or Raids.

- (e) **Sediment Release.** Any discharge of soil materials outside the limits of disturbance for the project, such as sediment laden runoff, track out, or other discharges, excluding intentional transport of soil off site by, and inside, equipment or truck.
- 3.6.1.1.16 **Worker Verification Auditor (“WV Auditor”).** An independent third party immigration attorney or consultant, selected by Contractor from Walmart’s “Preferred Worker Verification Auditor List” to conduct the audits required pursuant to this Compliance Exhibit and its corresponding or referenced Specifications.
- 3.6.1.1.17 **Worker Verification Certification Forms (WV Forms).** Forms certifying compliance or audit results pursuant to this Compliance Exhibit and its corresponding or referenced Specifications.
- 3.6.1.1.18 **Qualified Verifier.** Any employee or third party individual/entity responsible for reviewing Verification Documents for Contractor and who meets the requirements set forth in this Compliance Exhibit and its corresponding or referenced Specifications.
- 3.6.1.1.19 **Verification Documents.** Form I-9 and Supporting Documents.
- (a) **Form I-9.** Original or legible copy of Form I-9 Employment Eligibility Form.
- (b) **Supporting Documents.** Original or legible copy of documents provided by Workers to their employers as proof of identity and eligibility for completion of the Form I-9.
- 3.6.1.1.20 **Facilities Occupied by Walmart.** Generally means a facility in which Walmart Associates are performing work and could potentially be exposed to the hazards involved with construction. This would include Store Planning Associates during Early Fixture Set and normal operations during Expansion or Remodel activities. Oversight visits by CMs, store planning or other Walmart Associates with proper PPE and escort is not included.

3.6.1.2 WARRANTIES AND REPRESENTATIONS

- 3.6.1.2.1 **General.** Contractor understands that Walmart has selected Contractor, in part, because of its representations of experience in, familiarity with, and understanding of Compliance Laws applicable to construction. Contractor does hereby warrant and represent to Walmart that it is fully aware of, or will be aware of prior to Work beginning, all applicable Compliance Laws relative to the project. Contractor warrants and represents that it will, at all times during the performance of this Contract, strictly comply with all Compliance Laws as well as additional requirements set forth in this Contract and associated Specifications, relative and applicable to the activities to be performed by Contractor under the terms of this Contract.
- 3.6.1.2.2 **Proof of Performance.** Walmart reserves the right to demand proof of performance with respect to the representations and warranties provided by the Contractor under the Contract Documents.

3.6.1.3 COMPLIANCE WITH LAW

- 3.6.1.3.1 **General.** Contractor shall be responsible for and shall monitor, document and ensure strict compliance with all applicable Compliance Laws by all Contractor Workers and Subcontractors on the Project Site.
- 3.6.1.3.2 **Construction Practices.** Contractor shall be solely responsible for and have control over adequacy of stability and safety of all operations, of all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract Documents or otherwise required by good construction practice or by any applicable law rule regulation or code.

- 3.6.1.3.3 Applicable Laws. If any requirement contained in a Federal, state or local law, regulation, ordinance, permit or other regulatory requirement applicable to the Site is more stringent than any similar requirement contained in this Compliance Exhibit, that requirement shall govern.
- 3.6.1.3.4 Responsibility. Notwithstanding the provisions of this Compliance Exhibit, Walmart, through the establishment of Compliance Requirements, does not assume responsibility for the control of Workers of the Contractor or its Subcontractors, or for implementation and enforcement of Compliance Requirements, all of which shall remain solely and exclusively the responsibility of the Contractor, and such procedures shall not be construed to limit the Contractor's means and methods of the execution of the Work. The Contractor warrants that it is fully aware of the importance of such Compliance Requirements, and they shall not be grounds for delays or impacts to the Contractor or its Subcontractors in the execution of the Work.
- 3.6.1.3.5 Failure to Comply. Failure to comply with any provision related to this Exhibit or violation of Compliance Laws shall constitute a breach of this Contract. Walmart's remedies for Contractor's breach are set forth below in Sec. 3.6.1.12.

3.6.1.4 LICENSES, PERMITS AND CERTIFICATIONS ("PERMITS")

- 3.6.1.4.1 Applications for licenses, permits, approvals and certificates. Unless otherwise clearly and expressly provided in the Contract Documents, Contractor shall diligently obtain, maintain, comply with, and pay for (solely to the extent Contractor may so obtain), and shall be responsible for the completion and submittal of all necessary applications relating to: all required licenses, permits, approvals and certificates, impact documents and temporary easements (hereafter "Permits") relating to, necessitated by and necessary or appropriate for:
- (a) The Work or the product of said Work, the performance and completion of the Work, the overall development of the Project and all other activities and obligations under the Contract Documents (whether performed by Contractor or by any Subcontractor); and
 - (b) The proper operation or use by Walmart after the completion of the Work, including all machinery, equipment and fixtures to be installed by Contractor or any Subcontractor in connection with the performance of the Work, in each case with said submittals to, and obtaining from, the proper authorities responsible for issuing said Permits for the Project, including without limitation the building permit and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
- 3.6.1.4.2 Coordination. Contractor shall coordinate with Walmart and any applicable Contractor with respect to obtaining all such Permits.
- 3.6.1.4.3 Fees. Contractor shall be responsible for advancing payment of all fees and issuance of all letters of credit and/or bonds associated with all Permits (and applications therefore), including, without limitation, impact fees, building permit fees, special utility extension fees, meter installation fees, entrance permit fees, special development fees, impact document fees, and temporary easement fees. The Contractor shall provide Walmart with proper verification of the actual cost thereof, and following receipt and approval by Walmart, the Contractor will be reimbursed by Walmart for the actual cost of the advances, without markup. Contractor shall not be entitled to compensation or reimbursement for the cost of these items.

- 3.6.1.4.4 Delays. In the event that any delay is incurred in obtaining any Permit beyond the date estimated on the Permit List, Contractor shall notify Walmart, in writing, of the reason(s) for said delay.
- 3.6.1.4.5 Designation. Notwithstanding any provision to the contrary herein, Contractor shall have the right to designate other persons or entities to obtain any Permit, provided, however, that any such designation shall not relieve Contractor of any liability as a result of any failure to obtain any such Permit.
- 3.6.1.4.6 Permit Availability. Contractor shall ensure that the applicable Permits are readily available at the Site, or at a location properly designated pursuant to the applicable Permit or Compliance Requirements, for review as appropriate.
- 3.6.1.4.7 General Contractor Permit, Registration, Notification (GCPRN) Report. Contractor receives the GCPRN report in the bid documents prior to submission of the bid. The report identifies those permits, registrations, notifications, inspections and/or installer certifications (PRNs) to meet environmental regulatory requirements. The list of PRNs is not intended to be comprehensive, but identifies those PRNs that were identified during the design review process. Contractor shall ensure the PRNs are either forwarded to the Construction Testing Lab (CTL) Project Manager for upload or shall upload directly to the Walmart Workspace.

3.6.1.5 RESPONSIBLE PEOPLE AND GENERAL DUTIES

- 3.6.1.5.1 General: Contractor shall enforce strict discipline and good order among Workers and all other persons performing portions of the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them or who are not properly verified as legally able to work within the United States.
- 3.6.1.5.2 Project Superintendents Requirements. The Contractor shall designate the required number of Project Superintendents as identified in the Contract. Proposed Project Superintendents shall:
- (a) Hold a valid Walmart Stormwater Certificate;
 - (b) Have a level of knowledge and understanding of Compliance Laws, requirements and procedures;
 - (c) Successfully complete any Federal, state or local training program mandated by the applicable permit or Compliance Laws;
 - (d) Be responsible for overseeing activities and work at the Site;
 - (e) Possess the skills to adequately identify and implement Compliance Requirements, including sediment and erosion control practices; and
 - (f) Have authority to direct Subcontractors, Walmart Contractors and Workers to undertake actions to comply with the Permits and Compliance Requirements.
- 3.6.1.5.3. Project Superintendents Responsibilities. No Work shall be performed under this Contract unless at least one Superintendent is present on the Site. The Superintendent shall be responsible for all Compliance related inspections, reporting, meetings, and training.
- (a) Stormwater: If an NPDES Stormwater Permit is required for the Project, the Superintendent shall provide oversight, and management, of the implementation, and maintenance of the SWPPP.
 - (b) Safety: Superintendent shall be responsible for maintaining general safety, the Safety Program, and protection against accidents, exposure to toxic or hazardous substances generated out of the course of the Work, and property damage.

- 3.6.1.5.4 Compliance Oversight Manager (COM) Requirements. The proposed COM shall:
- (a) Hold a valid Walmart Stormwater Compliance Certificate;
 - (b) Have a level of knowledge and understanding of Compliance Laws, including Stormwater Laws, requirements and procedures.
 - (c) Successfully complete any Federal, State or local training program mandated by the applicable permit or Compliance Laws;
 - (d) Be able to adequately identify and implement Compliance Requirements including storm water sediment and erosion control practices;
 - (e) Have the authority and ability to effectively instruct Subcontractors, Walmart Contractors, and Workers in the implementation of such practices; and
 - (f) Have the authority to stop work on the Site, and direct the Superintendent and other Subcontractors, Walmart Contractors and Workers in the execution of Compliance Requirements, including the ability to remove Workers for failure to comply.
- 3.6.1.5.5 Compliance Oversight Manager (COM) Responsibilities. The COM is the individual on the Project Site with overall responsibility for Compliance. This includes oversight, auditing, training and documentation responsibilities. Responsibilities of the COM include ensuring all "Compliance" training, plans, processes and procedures required in the Contract, its Exhibits, this Compliance Exhibit and all referenced Specifications and/or Forms, or project construction documents, are accomplished and maintained.
- 3.6.1.5.6 Competent or Qualified Person. Contractor shall ensure that Competent or Qualified persons, whichever is applicable, are available per the requirements of Safety Laws for all job descriptions requiring such. For each construction discipline where OSHA or NFPA 70E requires a Competent or Qualified Person, the Contractor shall evaluate candidates for competency and select a candidate that meets those requirements.
- 3.6.1.5.7 Qualified Verifier. Contractor shall ensure a Qualified Verifier reviews Verification Documents on behalf of the Contractor, and shall execute the appropriate WV Forms required in Sec. 3.6.5 of this Compliance Exhibit and its corresponding or referenced Specifications. Subcontractor shall ensure that a Qualified Verifier reviews Verification Documents on behalf of the Subcontractor(s), as evidenced by each Subcontractor's execution of the appropriate WV Forms required in this WV Exhibit and its corresponding or referenced Specifications.
- (a) Qualified Employee Verifier. Employee of Contractor or Subcontractor who is trained, experienced, and possesses the requisite skill and knowledge to conduct a reasonable compliance review of the Verification Documents.
 - (b) Qualified Third Party Verifier. Any person who is trained, experienced, and possesses the requisite skill and knowledge to conduct a reasonable compliance review of the Verification Documents. May include, without limitation, an immigration compliance attorney or law firm, a human resources compliance firm, or a similar professional services firm engaged in providing administrative or consulting services related to immigration compliance. Walmart reserves the discretion and right at all times, notwithstanding any prior ratification, to disapprove of the selected Qualified Verifier.
- 3.6.1.5.8 Walmart Contractors. Walmart Contractors shall be responsible for relating problems and anticipated issues which may impede the progress of the Work and shall cooperate with Contractor. Walmart Contractors performing Work shall abide by the compliance policies of Contractor and shall not interfere with Contractor's ability to meet Compliance Requirements.

3.6.1.6 PRECONSTRUCTION/MEETINGS

3.6.1.6.1 Preconstruction Meeting (“Precon Meeting”). Prior to initiation of ground-disturbing activities, Contractor/Superintendent shall conduct and document a Precon Meeting at the Site to discuss Compliance issues including topics identified in the Specifications. The Precon Meeting requires, but is not limited to:

- (a) Notice. The Contractor shall give reasonable notice of such Precon Meetings to Walmart and all appropriate governmental agencies having jurisdiction over the Site/Work, and offer them the opportunity to attend. Contractor shall document such invitation(s).
- (b) Safety. Superintendents shall ensure that all Safety Law required programs and documentation are available, discussed and documented as part of the Precon Meeting. This includes, but is not limited to, sharing Safety Plan requirements and Lockout/Tagout programs and procedures.
- (c) Waste Management: Contractor shall discuss the general, Hazardous, Universal, and recyclable waste management requirements. Contractor shall explain the site specific requirements and responsibilities.
- (d) Stormwater: If a NPDES permit is required for this Project, Precon Meeting requirements under Specification Sec. 02370 must be complied with to discuss the permit, the SWPP and Stormwater related concerns for the Project. Initial earth-disturbing Subcontractors must attend this meeting.
- (e) Worker Verification: Superintendent shall ensure that information and training regarding access controls and WV Forms is described and made available.

3.6.1.6.2 Orientation Meetings. The Contractor shall conduct an Orientation meeting for all Workers prior to initiation of their activities at the Project Site if they were unable to attend the Precon Meeting. Content should align with Precon Meeting requirements.

3.6.1.6.3 Weekly Meetings. The Contractor shall hold weekly meetings with all Subcontractors working on the Project Site and any persons involved in construction activities. The weekly meetings shall address Compliance issues as identified in the Specifications.

- (a) Safety. Have at least one safety meeting per week which addresses safety information pertinent to current or future work. Every Worker shall attend the meetings and document attendance with a sign-in sheet retained as part of the Safety Plan.

3.6.1.7 COMPLIANCE INCIDENT OR AGENCY SITE VISIT REPORTING AND PROCEDURES

3.6.1.7.1 Immediate Notice. In addition to any required notice to Regulatory Agencies, actual notice (voice communication, not email or voicemail) to Walmart shall be made within one (1) hour to the appropriate Construction Manager when any of the following occurs:

- (a) Spills of Chemical or Petroleum Products (or other potentially hazardous materials or waste) that equal or exceed the reportable quantity;
- (b) Safety Incident as defined in Sec 3.6.1.1.15(c);
- (c) Discovery of Unforeseen Conditions that pose risk requiring a Stop Work in the area conditions exist; and
- (d) Worker Verification Incident as defined in Sec. 3.6.1.1.15(b) of Definitions.

3.6.1.7.2 Electronic Notice. Notice to Walmart shall be made by completing an Incident Report via the electronic reporting system provided by Walmart on the same date as the incident occurred. Electronic Notice must be provided for:

- (a) All items above requiring immediate notice;

- (b) Regulatory Contacts/visits;
- (c) Spills of any Hazardous Material or Waste greater than 5 gallons that do not otherwise meet reportable quantity thresholds; and
- (d) Release or discharge of sediment outside of the Project's limits of disturbance, excluding the intentional, secure transport of soil inside equipment, or truck, to an off-site, permitted facility.

3.6.1.7.3 Additional Procedures for Regulatory Visits. In the event of a Regulatory Contact involving a visit to the Project Site, the Contractor shall ensure and cause its Subcontractors and Workers:

- (a) Comply, with requirements set forth in this Compliance Exhibit and the Specifications;
- (b) Respond to and fully cooperate in all respects with the regulatory agent or any audit, inquiry, inspection or investigation that may be conducted by any governmental Agency or authority related to Compliance; and
- (c) Accompany the Agency representative during the Site visit, and note all areas of concern or instances of non-compliance noted by the inspector, and if possible, photograph or video-tape these areas.

3.6.1.8 DOCUMENT/PERMIT AVAILABILITY AND RETENTION

3.6.1.8.1 Documents. Contractor shall properly maintain at all times during the term of this Contract all records to include, without limitation:

- (a) Permitting documentation. Sec. 3.6.1.4.4 of this Compliance Exhibit and these Specifications;
- (b) Compliance Plans with all required updates, must be available in the job trailer;
 1. SWPP Plans on NPDES Permitted Project Sites (Sec. 3.6.1.1.14(a));
 2. Hazardous Waste Management Plan (Sec. 3.6.1.1.14(c)); and
 3. Safety Plan (Sec. 3.6.1.1.14(b)).
- (c) All documentation received as part of Regulatory Contacts;
- (d) Documents required by any governmental agency or Compliance Laws;
- (e) All documentation required by and relating to Worker Verification Laws and Contractor's Worker Verification Program.

3.6.1.8.2 Document Retention. The Contractor agrees that it will retain required documentation and make readily accessible all records required by the applicable Permits or Compliance Requirements applicable to the Project.

- (a) Documents will be retained and available for a minimum of **five (5) years** after date of contract completion or termination of the Stormwater NPDES permit, whichever is later, or for such longer time as may be required by said Permit or applicable requirement.

3.6.1.8.3 Manifest Retention. Contractor shall retain all documentation relating to the generation, transportation, and disposal of Hazardous Waste, to include Hazardous Waste or Universal Waste manifests for a period of not less than 3 years from the date the waste is offered for transport.

3.6.1.8.4 Document Production. The Contractor shall, upon written request of Walmart, provide copies of any or all such records at Contractor's sole expense within seven (7) days. For documents required by and relating to Worker Verification Laws and Contractor's Worker Verification program, or where time may be of the essence, documents shall be produced immediately upon request.

3.6.1.9 TRAINING

- 3.6.1.9.1 Compliance Conference. During the term of this Contract, owners and principles of the Contractor(s) shall attend the Compliance Conference conducted by Walmart during each year in which it is held.
- 3.6.1.9.2 Contractor Training. Contractor has a duty to ensure Workers are properly trained in the execution of this Contract in all job specific Compliance Requirements. Such training must include, but not be limited to:
- (a) The use of chemicals, supplies and equipment applicable to the Work;
 - (b) The Hazardous Waste Management Plan and the appropriate handling of Hazardous Materials.
 - (c) All appropriate safety and storm water related training as required by job type;
 - (d) Stormwater Compliance Certification;
- 3.6.1.9.3 Retention of Training Documents. Contractor shall document and retain records of training provided to Workers and Subcontractors, including the name, date, and subject of each training session.

3.6.1.10 SITE INSPECTION/AUDIT

- 3.6.1.10.1 Contractor Site Inspection/Audit. Contractor shall accomplish all required self-audits within the time allotted. Specifically, these include those inspections/audits referenced in the Specifications, as well as all safety related inspections and audits as required under Safety Laws.
- 3.6.1.10.2 Walmart Site Inspection/Compliance Audit. Walmart may in its sole discretion, retain an independent consultant (the "Audit Consultant") or utilize Walmart Associates to conduct inspections/audits of the Site or of Contractor required documentation or conduct surveys or interviews to determine Contractor compliance with Compliance Requirements. Walmart shall not be required to disclose or otherwise provide the findings to Contractor, and may, in its sole discretion, elect to voluntarily disclose or provide such findings or recommendations to any Federal, state or local agency. Contractor hereby waives, and releases Walmart and Audit Consultant from any and all claims, liabilities, damages, causes of action, penalties or fines, arising from or relating in any way to the audit.
- 3.6.1.10.3 Contractor Cooperation. Contractor shall fully cooperate and shall require Subcontractors and Workers to fully cooperate, with Walmart or any 3rd party auditors during such inspections and audits.
- 3.6.1.10.4 Worker Verification. There are unique audit requirements for Worker Verification compliance. See Sec. 3.6.5 of this Compliance Exhibit and its corresponding or referenced Specifications.

- 3.6.1.11 MODIFICATION In the event of any change in the Compliance Laws which would require modifications of or amendments to the provisions of this Exhibit, as determined in Walmart's good faith judgment, Contractor hereby covenants and agrees to negotiate in good faith with Walmart and to accept such modifications and amendments as Walmart deems, in its good faith judgment, necessary as a result of such change.

- 3.6.1.12 WARMART REMEDIES AND DAMAGES In addition to all Walmart Remedies and Damages provided for in the Contract Documents, with regard to failure to meet Compliance Requirements, the following remedies and damages are also available:
- 3.6.1.12.1 Work Stoppage. In the event of a breach of Compliance Requirements, or the reasonable belief, in the sole discretion of Walmart, that such a breach may have occurred, Walmart may verbally or in writing require Contractor to stop Work until Walmart has determined that relevant breach or violation has been remediated, unsubstantiated or corrected.
- 3.6.1.12.2 Corrective Action. Contractor shall promptly correct any deficiency and remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts they may be liable and for which Contractor is responsible. The foregoing obligations of Contractor are in addition to Contractor's indemnification obligations under the Contract.
- 3.6.1.12.3 Liability for Delay. Any delay resulting from failure to comply or violation of said Compliance Requirements may result in application of any and all remedies listed in this Exhibit or in the Contract.
- 3.6.1.12.4 Walmart Corrective Action. In the event Walmart discovers Contractor has failed to comply with Compliance Requirements, Walmart may enter upon the Site to abate any actual or imminent Compliance related violation. Contractor shall, upon Walmart's request, reimburse Walmart for any costs incurred in taking such corrective action within 10 days of receipt of written notice and demand by Walmart.
- 3.6.1.12.5 Qualification for Bidding. Contractor's performance of any and all requirements under the Contract, its Exhibits, this Compliance Exhibit and any referenced Specifications will be monitored and reported to the Walmart Realty Construction Department for consideration as a component of bid qualification for future projects; non-performance and/or the accumulation of administrative or other violations by Contractor may result in the reduction or cessation of opportunities to bid on projects with Walmart.

3.6.2 ENVIRONMENTAL COMPLIANCE

Contractor is responsible for compliance with all Environmental Laws, including compliance with all regulations regarding use, generation, storage, handling, discharge, disposal and transport of Universal and Hazardous Waste.

3.6.2.1 COMPLIANCE WITH DOT LAWS AND REQUIREMENTS Compliance with Federal, state, and local transportation Safety Laws governing the safety of any shipments, including both Hazardous Material and Hazardous Waste arising out of the course of the Work is required. This includes but is not limited to classification, proper shipping name, packaging, marking and labeling, documentation including shipping papers and manifests, placarding and any other special consideration required.

3.6.2.2 LICENSES, PERMITS, AND CERTIFICATIONS. See Sec. 3.6.1.4.

3.6.2.2.1 Hazardous Waste Generator Permit. Contractor, as generator of Hazardous Waste, must obtain an EPA and/or state RCRA identification numbers, if the identification number is required in accordance with state or Federal regulations. Contractor shall not indicate Walmart as the generator of waste or utilize a Walmart EPA or state RCRA identification number.

- 3.6.2.2.2 Uniform Hazardous Waste Manifest. Contractor shall be the generator of waste listed on the Uniform Hazardous Waste Manifest when disposing of Hazardous Waste or Universal Waste. Contractor shall not indicate Walmart as the generator of waste on the manifest.
- 3.6.2.3 SITE INSPECTION / AUDITS See Sec. 3.6.1.10.
- 3.6.2.3.1 Weekly Hazardous Waste Inspection. In conformance with the specifications, Contractor is required to perform a Weekly Hazardous Waste Inspection for each week project is in an active status.
- (a) The individual responsible for submission of the Weekly Hazardous Waste Inspection must be Stormwater Compliance Certified.
- 3.6.2.4 UNIVERSAL WASTE MANAGEMENT Contractor shall have primary responsibility as the generator of all Universal Waste at the Site, including identification and management, regardless of who supplied the materials.
- 3.6.2.4.1 Contractor shall, upon notification of successful bid award, contact **Waste Management, Inc.** (www.wmlamptracker.com/walmartconstruction) to set up a *Lamptracker* account and register the specific Project Site to manage and recycle/dispose of all Universal and e-scrap (electronic equipment) waste generated on the Site.
- 3.6.2.4.2 Contractor is responsible for all costs associated with disposal of universal waste.
- 3.6.2.5 HAZARDOUS MATERIALS AND HAZARDOUS WASTE The Contractor shall properly manage all Hazardous Materials and Wastes present on the Site, regardless of who supplied the materials or generated the waste, and comply with all applicable Compliance Requirements.
- 3.6.2.5.1 Material Selection and Use. All chemicals and other products utilized in the performance of the Work must be used for its intended purpose and compliant with applicable Federal, state and local requirements, including compliance with all Environmental Laws and Safety Laws. Contractor hereby covenants and agrees that the application of all chemicals and other products utilized in the performance of the Work must be performed by a licensed applicator if so required under any Compliance Laws.
- 3.6.2.5.2 Walmart Prohibition. Walmart, in its sole discretion, may prohibit certain chemicals or substances from being utilized on Site that would otherwise be approved by Federal, state or local laws and regulation. Such determination will be provided in writing to Contractor.
- 3.6.2.5.3 Use and Storage of Hazardous Materials. Contractor shall properly safeguard and store any Hazardous Materials present on Site so as to protect against the possibility of fire, spill, injury, fumes or other damage. Contractor shall be solely responsible for all damage, cost or expense caused by the use or storage of Hazardous Materials at the Project site.
- 3.6.2.5.4 Hazardous Waste Management. Contractor shall have primary responsibility as the generator of all Hazardous Waste at the Site and shall manage all Hazardous Waste generated on the Site. Contractor shall identify all Hazardous Wastes produced and properly handle and dispose of said Hazardous Waste in accordance with all applicable Compliance Laws. Contractor is responsible for all costs associated with disposal of hazardous waste.

- 3.6.2.5.5 Mandatory Hazardous Waste Vendor. **Waste Management, Inc.** has been designated as the mandatory vendor for the management and disposal of Hazardous Waste on all of Walmart's Sites.
- 3.6.2.5.6 Removal of ALL Materials and Wastes. No construction chemicals, Hazardous Materials or Universal/Hazardous Waste shall remain at the Site upon project completion including those generated or utilized by Subcontractors or supplied by Walmart, but shall be appropriately and lawfully reused, recycled, or disposed of. Walmart will require Contractor to remove any such items discovered after Project completion at Contractor's expense.
- 3.6.2.5.7 Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a Hazardous Material or Hazardous Waste encountered on the Site by Contractor, Contractor shall, upon recognizing the condition, immediately Stop Work in the affected area and report the condition per the requirements in Sec. 3.6.1.7. The Contract Time and the Final GMP may be adjusted appropriately as provided in Sec 3.6.1.12.

3.6.2.6 HAZARDOUS WASTE MANAGEMENT PLAN Walmart shall provide a Project Site specific Hazardous Waste Management Plan (HWMP). Contractor may amend the provided HWMP as appropriate for the Site conditions or to align the HWMP with existing Contractor procedures for management of Hazardous Materials and Wastes. Contractor shall manage the implementation of the HWMP and ensure compliance with all applicable Compliance Laws relating to the handling and disposal of Hazardous Materials and Wastes.

3.6.2.7 CONDITIONS OF SITE and UNFORESEEN CONDITIONS See Sec. 4.1.10-11 of Exhibit B ("General Conditions").

3.6.2.8 ENVIRONMENTAL REMEDIATION ON PROJECT SITE All Hazardous Waste generated as a result of Project Site remediation must be handled and disposed of in compliance with the Remediation plan and all applicable Compliance Laws.

3.6.3 STORMWATER COMPLIANCE Contractor shall comply with the SWPPP and all applicable Stormwater Laws (or related Environmental Laws) for all activities on or related to the Project Site.

3.6.3.1 PRECONSTRUCTION/MEETINGS. See Sec. 3.6.1.6.

3.6.3.1.1 SWPPP Changes. If changes to any storm water erosion or sediment control measures contained in the SWPPP or other documents required by the applicable Permit are deemed necessary by Walmart, the Contractor, or regulatory agency having jurisdiction over the Site, no construction activities, grading or vegetative clearing activities will take place on those portions of the Site that may be affected by such changes until the proposed changes are made and implemented to the extent possible at that stage of construction. Any such changes shall be immediately reflected in the SWPPP and other appropriate records for the Site. Such changes shall be communicated to all appropriate personnel on the Project Site.

3.6.3.2 SITE INSPECTION. See Sec 3.6.1.10.

3.6.3.2.1 GC Inspection.

(a) Site Inspections. See Project SWPPP.

3.6.3.2.2 Walmart Inspection.

(a) Walmart may also initiate periodic inspections accomplished by Walmart Construction Manager or Walmart Associates. See Project SWPPP.

3.6.3.3 PERMITTING AND PERMITTING TERMINATION/ FILING OF NOTICE OF INTENT; TRANSFER OF PERMIT; FILING NOTICE OF TERMINATION (***Applicable to NPDES Permitted Projects Only***)

3.6.3.3.1 NPDES Permitting. If the Stormwater Permit or other Stormwater requirements require the Contractor to file for coverage under the applicable Stormwater Permit through submittal of a Notice of Intent (“NOI”), Notice of Coverage (“NOC”), or other application to be covered by such Stormwater Permit as a separate permittee or co-permittee, the Contractor agrees that it will file such application for coverage. If the Stormwater Permit or other applicable Stormwater requirements allow or require such permit coverage to be transferred from Walmart, as Walmart, to the Contractor, the Contractor agrees that it will accept such transfer and execute any documents necessary to affect the transfer of the permit coverage from Walmart.

3.6.3.3.2 Ground Disturbing Activities. The Contractor will not initiate, or allow or direct its Subcontractors to initiate, ground-disturbing activities at the Site until all required stormwater authorizations have been issued by the local, state and/or Federal authorities, or until coverage has been obtained pursuant to any applicable Stormwater Permit or Stormwater requirements. The Contractor shall obtain, transfer, and terminate Stormwater Permit coverage as required by the applicable Stormwater Permit.

3.6.3.3.3 Stormwater Permit Termination. Stormwater Permit holder shall terminate the Stormwater Permit in accordance with Specifications.

3.6.3.3.4 Best Management Practices (“BMP”) Certification. Prior to initiation of ground-disturbing activities, except for activities associated with the installation of BMPs, the SWPPP Engineer and the Superintendent shall inspect the Site to determine whether the BMPs required by the SWPPP have been installed correctly and in the correct locations. The Inspection and Certification of the BMPs must be completed prior to the Stormwater Precon Meeting. The SWPPP Engineer and the Superintendent shall certify in the form set forth at Appendix E to the Wal-Mart SWPPP Specifications (“Civil Engineer and Project Superintendent Certification of Site Best Management Practices”) that the BMPs required by the SWPPP have been implemented correctly prior to the commencement of ground-disturbing activity, and shall deliver such certification to Walmart on or before the date of the Precon Meeting.

3.6.3.4 BORROW PITS, SPOIL PITS, EQUIPMENT AND STORAGE AREAS In the event that Work requires the development and/or use of borrow, waste or spoils material (including non-earthen material, such as block, steel, etc.), equipment or waste storage sites, the Contractor agrees that it will, prior to the development and/or use of such sites, obtain any permits or approvals necessary for the legal use of such sites or confirm that any operators of such sites have properly obtained all required permits, and will also comply with all laws, regulations, permit conditions or other Compliance Requirements applicable to such sites.

3.6.4 SAFETY COMPLIANCE Contractor will comply with all applicable Safety Laws. Contractor shall be responsible for the safety of all persons on the Site including, without limitation, Workers, Walmart Contractors, Walmart Associates, customers, vendors, suppliers, , and any other third person who might be present on the Site. Contractor shall supervise all Work by any party to confirm compliance with Safety Laws and the applicable Safety Plan.

- (a) Controlling Contractor. Between the established and agreed upon construction start and possession dates, Contractor is the “Controlling Contractor” per 29 CFR 1926. Walmart shall ensure Walmart Associates, Walmart Contractors, vendors, and suppliers comply with the Contractor Safety Plan, including Personal Protective Equipment, to the extent the Contractor controls access to the Site, communicates the requirements, and enforces the Safety Plan.
- (b) Walmart Safety Compliance Requirements. Walmart may go above and beyond Safety Laws in the associated Compliance Specification. Contractor shall comply with these measures.
- (c) General Industry Standards. When Work is taking place in a Facility Occupied by Walmart, additional Safety Laws (OSHA) applicable to General Industry in addition to Construction may apply to Work in order to protect Walmart Associates and customers, suppliers, and vendors from construction hazards. Additional obligations are set forth in Specifications to address these risks.

3.6.4.1 INCIDENT OR SITE VISIT REPORTING AND PROCEDURES See Sec. 3.6.1.7.

- 3.6.4.1.1 Emergencies. In an emergency affecting safety of persons or property, Contractor shall take such actions as necessary to prevent or minimize threatened damage, injury or loss.

3.6.4.2 SAFETY PLAN Contractor shall be responsible for initiating, maintaining and supervising a Safety program as set forth in a Site specific Safety Plan necessary to comply with Safety Laws and Compliance Requirements.

3.6.4.2.1 Safety Plan Requirements. The Safety Plan must:

- (a) Be in writing and on the Site;
- (b) Include all necessary documentation, including but not limited to policies and procedures, training, communication, and inspections;
- (c) Require frequent and regular documented inspections by Contractor designated Competent Person of the Project Site, materials and equipment;
- (d) Document weekly safety meetings as required under Sec. 3.6.1.6.3(a); and
- (e) Include all the elements of a Safety Plan required by Federal, state and local OSHA or other applicable Safety Laws. Applicable OSHA regulations found in 29 CFR 1926 highlight other required standards and elements of a Safety Plan. If work on the Site includes a discipline or element for which OSHA or other Safety Laws have issued a governing law or standard, the Contractor should ensure that necessary Site policies/procedures, training, communication, and inspections are accomplished and implemented to ensure compliance.

In addition, Walmart may go above and beyond the Safety Laws as further described in Specifications.

3.6.4.3 WORK SEGREGATION, SITE SECURITY AND SITE PROTECTION

- 3.6.4.3.1 Mixture of Work Environments. When activities classified as General Industry (as defined by OSHA Section. 1910), and Construction (as defined by OSHA Section. 1926), occur at a single location and both safety standards could be in effect, the Contractor must completely and effectively segregate the Construction Work from General Industry environment (retail environment) to the extent that any exposures created by the Work does not create a hazardous or non-compliant situation/environment for Walmart Associates, vendors, suppliers, and customers. This applies to any and all hazardous conditions generated by the Work. See Specifications for additional obligations.
- 3.6.4.3.2 Site Security and Protection. Contractor shall be responsible for the security of the Project Site, including the security of all tools, materials, equipment and completed Work on the Site. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (a) Walmart Associates on the Site and all other persons who may be affected by the Project;
 - (b) Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or Subcontractors; and
 - (c) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 3.6.4.3.3 Access Control – Badge Requirement. Contractor shall create, implement and enforce throughout the term of this Contract access control procedures for the Project site, which shall include the use of a Badge system. This Badge system and protocol shall meet the requirements set forth in Sec. 3.6.5 of this Compliance Exhibit and its corresponding or referenced Specifications.
- 3.6.4.3.4 Perimeter Controls and Safeguards. Contractors, without any increase in the Final GMP, shall take such reasonable actions as may be necessary to maintain security on the Site, including, but not limited to, the control of the Site perimeter through erection of temporary security fencing or other barriers around the Project Site. In the event that perimeter control methods are used, Contractor shall monitor such controls to ensure the integrity of such controls is maintained at all times.
- 3.6.4.3.5 Hazard Safeguards. Contractor shall provide reasonable safeguards for safety and protection of persons. See Specifications.
- 3.6.4.3.6 Non-Compliant Equipment or Material. Contractor shall keep the Project Site clear of any machinery, tool, material, or equipment which is not in compliance with any applicable Safety Law or other Compliance Requirement.

3.6.5 WORKER VERIFICATION Contractor will comply with all Worker Verification Laws. Contractor shall implement a verification program through which Contractor shall ensure that all Workers on the Project Site are employed in compliance with the Worker Verification Laws. As part of this program, Contractor shall communicate, require and ensure compliance by each and every Subcontractor with all requirements under the Contract Documents, this Compliance Exhibit and the corresponding or referenced Specifications.

3.6.5.1 VERIFICATION PROCEDURES

- 3.6.5.1.1 The eligibility of each Worker on the Project shall be verified by their employer's Qualified Verifier, who will review that Worker's Verification Documents to ensure that the Form I-9 is completed in accordance with all relevant Worker Verification Laws.
- 3.6.5.1.2 All Verification Documents are required to be maintained and to be produced by the Worker's Employer for review by the WV Auditor as set forth in this Compliance Exhibit and its corresponding or referenced Specifications.

3.6.5.2 WV FORMS

- 3.6.5.2.1 Worker Verification Forms ("WV Forms"). Verification of eligibility will be documented by execution of the appropriate WV Form confirming eligibility of Workers in compliance with all applicable Worker Verification Laws and Compliance Requirements. WV Forms shall be in the exact form as attached to the Compliance Specifications.
- 3.6.5.2.2 WV Forms – Use, Retention and Production. Fully executed WV Forms shall be collected by Contractor for all Subcontractor Workers, maintained by Contractor throughout the life of the Contract, and shall be produced to Walmart and/or WV Auditor immediately upon Walmart's request.

3.6.5.3 ACCESS CONTROL

- 3.6.5.3.1 Badge Requirement. Contractor shall create, implement and enforce throughout the term of this Contract access control procedures for the Project site which meets the requirements of this Compliance Exhibit and its corresponding or referenced Specifications, and which shall include the use of a Badge system.

3.6.5.4 WORKER VERIFICATION AUDITS. Contractor acknowledges and agrees that the Project Site may be randomly selected or selected for cause, in Walmart's sole discretion, to be audited for purposes of Worker Verification Compliance.

- 3.6.5.4.1 Cooperation. Contractor shall, and shall cause its Subcontractors to, cooperate with the WV Auditor and provide the WV Auditor with access to such documentation and personnel as may be necessary to complete any certification, review or audit, including but not limited to WV Forms and Verification Documents. In no event shall Walmart's rights and remedies, including its right to terminate this Contract immediately, be limited hereunder as a result of the cooperation or correction/resolution of any issue, problem or circumstance of non-compliance.
- 3.6.5.4.2 Timing. All audits in this Section shall be completed and reported within ten (10) business days from the date of Walmart's request.
- 3.6.5.4.3 Auditing for Cause. Walmart shall commence a Worker Verification Audit for Cause If Walmart becomes aware of evidence, which in Walmart's sole discretion appears to be reasonably credible, that a Worker's eligibility is not properly documented and/or verified.
- 3.6.5.4.4 Audit Results. At the conclusion of the audit, the WV Auditor will submit the results of the audit to Walmart and Contractor in the form of the "Worker Verification Auditor Certification," attached to the Compliance Specifications Results of Audits conducted by the WV Auditor are classified as follows:
 - (a) Pass Results. Contractor or Subcontractor shall be deemed to have "passed" the audit if:
 1. Contractor or Subcontractor has verified the employment eligibility and identity of the Workers on the Project pursuant to Form I-9 requirements;

2. The employer of the Worker has correctly completed the relevant sections of the Forms I-9 for those employees; and
 3. Contractor and Subcontractors are in compliance with all applicable Worker Verification Laws with respect to such Workers (with the exception of Form I-9 timeliness violations).
- (b) Remediated Results. Contractor or Subcontractor shall be deemed to have “remediated” the audit if:
1. For violations which, in the WV Auditor’s judgment, are eligible for correction, Contractor or Subcontractor have corrected such violations within the period of time allotted for conducting the audit; or
 2. Where not eligible for correction, Worker is removed from the Project Site immediately; and
 3. Contractor or Subcontractor otherwise passes the audit.
- (c) Failure Results. The Contractor or Subcontractor shall be deemed to have “failed” the audit in all other instances, including, without limitation, the failure of the Contractor or the Subcontractor(s) to participate or cooperate with any audit and/or to maintain documentation required by this Compliance Exhibit.

3.6.5.5 EXPENSES.

- 3.6.5.5.1 Reasonable Expenses Reimbursed. Reasonable expenses incurred by Contractor in connection with random audits conducted pursuant to, and which meet the requirements under this Compliance Exhibit and its corresponding or referenced Specifications, shall be reimbursed by Walmart.
- 3.6.5.5.2 Expenses Not Reimbursed. Any expenses incurred by Contractor in connection with Auditing for Cause, or which exceed the reasonable expenses allowed by Walmart shall be borne by the Contractor and shall not be reimbursed by Walmart.

Exhibit 3.6A

COMPLIANCE SPECIFICATION

3.6.1 PART 1 – COMPLIANCE GENERALLY. Section includes administrative and procedural requirements for compliance including Stormwater, Hazardous and Universal Waste, Safety, and Worker Verification.

3.6.1.6 DEFINITIONS

3.6.1.6.1 **Compliance Requirements.** Compliance with all laws, including Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws as well as requirements found within the Contract Documents, the Compliance Exhibit and these Specifications, that pertain to Safety Compliance, Environmental Compliance, Stormwater Compliance and Worker Verification Compliance.

3.6.1.6.2 **Compliance Laws.** All Compliance related laws, regulations and requirements to include Safety Laws, Environmental Laws, Stormwater Laws and Worker Verification Laws.

- (a) Safety Laws. All applicable Federal, state and local laws, ordinances, rules, regulations and lawful orders relating to the safety or health of persons or property including without limitation, compliance with local safety laws, local fire and life safety code, building codes, safety or environmental laws governing exposure to toxic or hazardous substances, transportation safety laws concerning the safety of shipments arising out of the course of work, the latest OSHA safety standards (Occupational Safety and Health Act of 1970, 20 U.S.C. Section 651 et seq. and rules and regulations promulgated there-under), and all state approved and local safety and health statutes, rules and regulations.
- (b) Environmental Laws. All laws, statutes, regulations and judicial interpretations thereof of the United States, of any state in which the Project Site is located, and of any other government or quasi-government authority having jurisdiction, that relate to the prevention, abatement and elimination of pollution and/or protection of the environment, including but not limited to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. § 6901 et seq., the Clean Water Act (“**CWA**”), 33 U.S.C. § 1251 et seq., the Clean Air Act (“**CAA**”), 42 U.S.C. § 7401 et seq., the Safe Drinking Water Act (“**SDWA**”), 42 U.S.C. § 300f et seq., the Endangered Species Act (“**ESA**”), 16 U.S.C. § 1531 et seq., the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. § 2601 et seq., and the Emergency Planning & Community Right to Know Act (“**EPCRA**”) together with any state statutes or local ordinances or other requirements serving any similar or related purposes. This includes, but is not be limited to, all laws, regulations, permits or other requirements relating to Stormwater, wetlands protection and asbestos abatement or notification, and hazardous materials/hazardous waste management.
- (c) Stormwater Laws. All Environmental Laws, and other laws, regulations, permits or other requirements relating to Stormwater. This includes the National Pollutant Discharge Elimination System (“**NPDES**” or “Stormwater Permit”) Federal Stormwater general permit system or analogous state Stormwater general permit system required under Stormwater Laws for discharges associated with construction activities on Project Sites greater than an acre in size.
- (d) Worker Verification Laws. All Federal, state, and local laws, statutes, rules, codes, ordinances, orders and regulations governing the employment of its workers, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the

Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto.

- 3.6.1.6.3 **Contract Documents.** The Contract between Contractor and Walmart, as Owner, all attached exhibits including the Compliance Exhibit, together with these and other corresponding or referenced Specifications.
- 3.6.1.6.4 **Walmart Associates.** Employees or temporary staff of Walmart, its subsidiaries, or affiliates, including Sam’s Clubs.
- 3.6.1.6.5 **Contractors and Workers.**
- (a) Contractor and Subcontractor. All references to Contractor and Subcontractor shall have the same meaning as those terms are defined in the Contract between Contractor and Walmart, which are adopted and incorporated into the Compliance Exhibit and/or these Specifications; the term Subcontractor shall apply to subcontractors of any tier and for any duration.
1. Contractor Workers. Workers of any tier and for any duration of Work on the Project, who are employees of the Contractor.
 2. Subcontractor Workers. Workers of any tier and for any duration of Work on the Project, who are employees of a Subcontractor.
 3. Workers. Includes all Contractor Workers and Subcontractor Workers of any tier and performing work for any duration.
- (b) Walmart Contractors. Contractors performing work under separate contracts directly with Walmart. This includes any subcontractors hired by Walmart Contractors.
4. Walmart Contractor Workers. Individuals of any tier and for any duration of Work on the Project who are employees of Walmart Contractors.
- 3.6.1.6.6 **Hazardous Materials.** Those materials, substances, wastes, pollutants or contaminants which are hazardous, toxic or radioactive and shall include but not be limited to those substances defined as “hazardous substances”, “hazardous materials”, “hazardous wastes”, or other similar designations in the CERCLA, RCRA, Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other Federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision.
- 3.6.1.6.7 **Hazardous Waste.** As defined by U.S. Environmental Protection Agency (EPA) in 40 CFR 261.3, and as defined by specific state and local jurisdictions. Materials shall be considered hazardous wastes as appropriate according to applicable regulations regardless of whether the material was supplied by Walmart.
- 3.6.1.6.8 **Universal Waste:** As defined by the U.S. EPA in 40 CFR 273 and as defined by specific state and local jurisdictions.
- 3.6.1.6.9 **Administrative Violation:** Violations of any Compliance Laws, Compliance Requirements or the Contract Documents. Such violations may be included in Inspection Reports, Notices of Violation, citations, Stop Work Orders, Requests for Production, Warning Orders, Administrative Orders, letters or other written or oral communication. It shall not be necessary for the operation of this paragraph that such violation determinations be reviewed by any court or administrative tribunal.
- 3.6.1.6.10 **Superintendent.** Individual(s) designated by the principal of the Contractor meeting the requirements set forth in Sec. 3.6.1.5.2 of the Compliance Exhibit and these Specifications.
- 3.6.1.6.11 **Competent Person.**

- (a) Competent Person – General. 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 authorization to take prompt corrective measures to eliminate them
- (b) Qualified Person Electrical. – Must meet both NFPA 70 E and OSHA Definition.
 - 3.6.1.6.11.1 Qualified Person (electrical) OSHA Definition. One who has received training in and has demonstrated skills and knowledge in the construction and operation of electric equipment and installations and the hazards involved.
 - 3.6.1.6.11.2 Qualified Person (electrical) NFPA 70E. Refer to the most current version of NFPA 70E.
- 3.6.1.6.12 **Compliance Oversight Manager (COM).** The COM is a designated individual with construction-related and Compliance experience, meets the requirements set forth below in Sec. 3.6.1.5.4 of the Compliance Exhibit and these Specifications , and who is not serving as the Superintendent on a Project Site.
- 3.6.1.6.13 **Stormwater Compliance Certificate.** Evidence of completion of Walmart provided Stormwater training, or alternate training accepted by Walmart Stormwater Compliance Team.
- 3.6.1.6.14 **Compliance Plan.** Comprehensive plan, which includes, without limitation, Contractor’s processes and procedures through which Contractor will ensure said compliance and conformance with Compliance Requirements.
 - (a) Stormwater Pollution Prevention Plan (SWPPP). A document or series of documents defining practices and procedures designed to eliminate or minimize the discharge of soils, debris and other pollutants in runoff exiting the project.
 - (b) Safety Plan. A description of Contractor program designed to ensure Compliance with Safety Laws and safety related Compliance Requirements
 - (c) Hazardous Waste Management Plan. The Walmart provided Hazardous Waste management plan identifying regulatory requirements for the generation, management, storage, and disposal of hazardous waste.
- 3.6.1.6.15 **Compliance Incident.** Any matter or issue occurring on or in connection with the Project or Project Site which falls into the following categories:
 - (a) Environmental Incident. Any release of a Hazardous Material or Waste that equals or exceeds five (5) gallons or that equals or exceeds its federal or state reportable quantity.
 - (b) Worker Verification Incident. Any Administrative Violation or Regulatory Contact by the Department of Homeland Security (“DHS”) or any other governmental agency or authority related to immigration or worker verification issues of Contractor, its agents, employees, and Subcontractors.
 - (c) Safety Incident. Death or serious injuries requiring either emergency medical attention or when an injured worker is admitted into a hospital or medical care facility for observation or treatment. Also included is the occurrence of any situation in which there is imminent danger to an individual present on or in connection with the Project, and/or any significant property damage.
 - (d) Regulatory Contact. All contacts regarding the Project Site construction operations by any type of regulatory authority, excluding routine building inspections (such as routine building inspectors and Fire Marshalls), unless a compliance exception is identified, including without limitation, NOVs (Notice of Violation), Warnings, Inspection Reports, Notices of Non-compliance, or other similar regulatory correspondences, Audits, Investigations or Raids.

- (e) Sediment Release. Any discharge of soil materials outside the limits of disturbance for the project, such as sediment laden runoff, track out, or other discharges, excluding intentional transport of soil off site by, and inside, equipment or truck..
- 3.6.1.6.16 **Worker Verification Auditor (“WV Auditor”)**. An independent third party immigration attorney or consultant, selected by Contractor from Walmart’s “Preferred Worker Verification Auditor List” to conduct the audits required pursuant to the Compliance Exhibit and these Specifications.
- 3.6.1.6.17 **Worker Verification Certification Forms (WV Forms)**. Forms certifying compliance or audit results pursuant to the Compliance Exhibit and these Specifications.
- 3.6.1.6.18 **Qualified Verifier**. Any employee or third party individual/entity responsible for reviewing Verification Documents for Contractor and who meets the requirements set forth in the Compliance Exhibit and these Specifications.
- 3.6.1.6.19 **Verification Documents**. Form I-9 and Supporting Documents.
 - (a) Form I-9. Original or legible copy of Form I-9 Employment Eligibility Form.
 - (b) Supporting Documents. Original or legible copy of documents provided by Workers to their employers as proof of identity and eligibility for completion of the Form I-9.
- 3.6.1.6.20 **Facilities Occupied by Walmart**. Generally means a facility in which Walmart Associates are performing work and could potentially be exposed to the hazards involved with construction. This would include Store Planning Associates during Early Fixture Set and normal operations during Expansion or Remodel activities. Oversight visits by CMs, store planning or other Walmart Associates with proper PPE and escort is not included.
- 3.6.1.7 WARRANTIES AND REPRESENTATIONS. See Compliance Exhibit 3.6.1.2.
- 3.6.1.8 COMPLIANCE WITH LAW. See Compliance Exhibit 3.6.1.3.
- 3.6.1.9 LICENSES, PERMITS AND CERTIFICATIONS (“PERMITS”)
 - 3.6.1.9.1 Applications for licenses, permits, approvals and certificates. Unless otherwise clearly and expressly provided in the Contract Documents, Contractor shall diligently obtain, maintain, comply with, and pay for (solely to the extent Contractor may so obtain), and shall be responsible for the completion and submittal of all necessary applications relating to: all required licenses, permits, approvals and certificates, impact documents and temporary easements (hereafter “Permits”) relating to, necessitated by and necessary or appropriate for:
 - (a) The Work or the product of said Work, the performance and completion of the Work, the overall development of the Project and all other activities and obligations under the Contract Documents (whether performed by Contractor or by any Subcontractor); and
 - (b) The proper operation or use by Walmart after the completion of the Work, including all machinery, equipment and fixtures to be installed by Contractor or any Subcontractor in connection with the performance of the Work, in each case with said submittals to, and obtaining from, the proper authorities responsible for issuing said Permits for the Project, including without limitation the building permit and all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

- 3.6.1.9.2 Coordination. Contractor shall coordinate with Walmart and any applicable Contractor with respect to obtaining all such Permits.
- 3.6.1.9.3 Fees. See Compliance Exhibit 3.6.1.4.3.
- 3.6.1.9.4 Delays. In the event that any delay is incurred in obtaining any Permit Contractor shall immediately notify Walmart, in writing, of the reason(s) for said delay.
- 3.6.1.9.5 Designation. Notwithstanding any provision to the contrary herein, Contractor shall have the right to designate other persons or entities to obtain any Permit, provided, however, that any such designation shall not relieve Contractor of any liability as a result of any failure to obtain any such Permit.
- 3.6.1.9.6 Permit Availability. Contractor shall ensure that the applicable Permits are readily available at the Site, or at a location properly designated pursuant to the applicable Permit or Compliance Requirements, for review as appropriate.
- 3.6.1.9.7 General Contractor Permit, Registration, Notification (GCPRN) Report. Contractor receives the GCPRN report in the bid documents prior to submission of the bid. The report identifies those permits, registrations, notifications, inspections and/or installer certifications (PRNs) to meet environmental regulatory requirements. The list of PRNs is not intended to be comprehensive, but identifies those PRNs that were identified during the design review process.
- (a) Contractor shall ensure the PRNs are either forwarded to the Construction Testing Lab (CTL) Project Manager for upload (if projects that include a CTL) or shall upload PRNs directly to the Walmart Workspace.
- (b) The GC may obtain additional PRNs not identified within the GCPRN. Contractor is also required to provide a copy of any obtained PRNs to the CTL Project Manager or upload into the Walmart Workspace.
- 3.6.1.10 **RESPONSIBLE PEOPLE AND GENERAL DUTIES**
- 3.6.1.10.1 General: Contractor shall enforce strict discipline and good order on the Project Site.
- 3.6.1.10.2 Project Superintendents Requirements. The Contractor shall designate the required number of Project Superintendents as identified in the Contract. Proposed Project Superintendents shall:
- (a) Hold a valid Walmart Stormwater Certificate;
- (b) Have a level of knowledge and understanding of Compliance Laws, requirements and procedures;
- (c) Successfully complete any Federal, State or local training program mandated by the applicable permit or Compliance Laws;
- (d) Be responsible for overseeing activities and work at the Site;
- (e) Possess the skills to adequately identify and implement Compliance Requirements, including sediment and erosion control practices; and
- (f) Have authority to direct Subcontractors, Walmart Contractors and Workers to undertake actions to comply with the Permits and Compliance Requirements.
- 3.6.1.5.4. Project Superintendents Responsibilities. No Work shall be performed under this Contract unless at least one Superintendent is present on the Site. The Superintendent shall be responsible for all Compliance related inspections, reporting, meetings, and training.

- (a) Stormwater: If an NPDES Stormwater Permit is required for the Project, the Superintendent shall provide oversight and management of the implementation, and maintenance of the SWPPP.
- (b) Safety: Superintendent shall be responsible for maintaining general safety, the Safety Program, and protection against accidents, exposure to toxic or hazardous substances generated out of the course of the Work, and property damage.

3.6.2.5.4 Compliance Oversight Manager (COM) Requirements. The proposed COM shall:

- (a) Hold a valid Walmart Stormwater Compliance Certificate;
- (b) Have a level of knowledge and understanding of Compliance Laws, including Stormwater Laws, requirements and procedures.
- (c) Successfully complete any Federal, State or local training program mandated by the applicable permit or Compliance Laws;
- (d) Be able to adequately identify and implement Compliance Requirements including storm water sediment and erosion control practices;
- (e) Have the authority and ability to effectively instruct Subcontractors, Walmart Contractors, and Workers in the implementation of such practices; and
- (f) Have the authority to stop work on the Site, and direct the Superintendent and other Subcontractors, Walmart Contractors and Workers in the execution of Compliance Requirements, including the ability to remove Workers for failure to comply;.

3.6.2.5.5 Compliance Oversight Manager (COM) Responsibilities. The COM is the individual on the Project Site with overall responsibility for Compliance. This includes oversight, auditing, training and documentation responsibilities. Responsibilities of the COM include ensuring all "Compliance" training, plans, processes and procedures required in the Contract, its Exhibits, this Compliance Exhibit and all referenced Specifications and/or Forms, or project construction documents, are accomplished and maintained.

3.6.2.5.6 Competent or Qualified Person. Contractor shall ensure that Competent or Qualified persons, whichever is applicable, are available per the requirements of Safety Laws for all job descriptions requiring such. For each construction discipline where OSHA or NFPA 70E requires a Competent or Qualified Person, the Contractor shall evaluate candidates for competency and select a candidate that meets those requirements.

- (a) The Competent / Qualified Person Designation Form (Attachment A) shall be used to maintain an up to date and current log of Competent and Qualified Person(s) which includes selected individual's name as well as the discipline he/she serves as the Competent or Qualified person for.
- (b) Each selection of a Competent or Qualified Person must be communicated to all Workers on site during a safety meeting.
- (c) Qualified Person – Electrical requires: Meets standards as defined by OSHA and the latest version of NFPA 70E; has a valid professional license as may be required; is working under a valid business license as may be required.

3.6.2.5.7 Qualified Verifier. Contractor shall ensure a Qualified Verifier reviews Verification Documents on behalf of the Contractor, and shall execute the appropriate WV Forms required in Sec. 3.6.5 of the Compliance Exhibit and these Specifications .

Contractor shall ensure that a Qualified Verifier reviews Verification Documents on behalf of the Subcontractor(s), as evidenced by each Subcontractor's execution of the appropriate WV Forms required in the Compliance Exhibit and these Specifications.

- (a) Qualified Employee Verifier. Employee of Contractor or Subcontractor who is trained, experienced, and possesses the requisite skill and knowledge to conduct a reasonable compliance review of the Verification Documents.
- (b) Qualified Third Party Verifier. Any person who is trained, experienced, and possesses the requisite skill and knowledge to conduct a reasonable compliance review of the Verification Documents. May include, without limitation, an immigration compliance attorney or law firm, a human resources compliance firm, or a similar professional services firm engaged in providing administrative or consulting services related to immigration compliance. Walmart reserves the discretion and right at all times, notwithstanding any prior ratification, to disapprove of the selected Qualified Verifier.

3.6.2.5.8 Walmart Contractors. Walmart Contractors shall be responsible for relating problems and anticipated issues which may impede the progress of the Work and shall cooperate with Contractor. Walmart Contractors performing Work shall abide by the compliance policies of Contractor and shall not interfere with Contractor's ability to meet Compliance Requirements.

- (a) Contractor, as the "Controlling Contractor," has the authority to remove or refuse access to any Walmart Contractors failing to comply with Compliance Requirements.

3.6.2.6 PRECONSTRUCTION/MEETINGS

3.6.1.12.6 Preconstruction Meeting ("Precon Meeting"). Prior to initiation of ground-disturbing activities, Contractor/Superintendent shall conduct and document a Precon Meeting at the Site to discuss Compliance issues including topics identified in the Specifications. The Precon Meeting requires, but is not limited to:

- (a) Notice. The Contractor shall give reasonable notice of such Precon Meetings to Walmart and all appropriate governmental agencies having jurisdiction over the Site/Work, and offer them the opportunity to attend. Contractor shall document such invitation(s).
- (b) Safety. Superintendents shall ensure that all Safety Law required programs and documentation are available, discussed and documented as part of the Precon Meeting. This includes, but is not limited to, sharing Safety Plan requirements and Lockout/Tagout programs and procedures.
 - 1) The Lock Out/Tag Out portion of the Precon Meeting shall be documented on the Form to be provided by Walmart.
 - 2) Walmart provided Lock Out/Tag Out requirements shall be communicated to Workers.
- (c) Waste Management: Contractor shall discuss the general, Hazardous, Universal, and recyclable waste management requirements for the Project as described in the Walmart provided Hazardous Waste Management Plan. Contractor shall explain the site specific requirements and responsibilities.
- (d) Stormwater: If a NPDES permit is required for this Project, Precon Meeting requirements under Specifications Sec. 02370 must be complied with to discuss the permit, the SWPP and Stormwater related concerns for the Project. Initial earth-disturbing Subcontractors must attend this meeting.
- (e) Worker Verification: Superintendent shall ensure that information and training regarding access controls and WV Forms, is described and made available.

- 3.6.1.12.7 Orientation Meetings. The Contractor shall conduct an Orientation meeting for all Workers prior to initiation of their activities at the Project Site if they were unable to attend the Precon Meeting. Content should align with Precon Meeting requirements.
- 3.6.1.12.8 Weekly Meetings. The Contractor shall hold weekly meetings with all Subcontractors working on the Project Site and any persons involved in construction activities. The weekly meetings shall address Compliance issues as identified in the Specifications.
- (a) Safety. Have at least one safety meeting per week which addresses safety information pertinent to current or future work. Every Worker shall attend the meetings and document attendance with a sign-in sheet retained as part of the Safety Plan.

3.6.1.13 COMPLIANCE INCIDENT OR AGENCY SITE VISIT REPORTING AND PROCEDURES

- 3.6.1.13.1 Immediate Notice. Actual notice (voice communication, not email or voicemail) to Walmart shall be made within one (1) hour to the appropriate Construction Manager when any of the following occurs:
- (a) Spills of Chemical or Petroleum Products (or other potentially hazardous materials or waste) that equal or exceed the reportable quantity;
- (b) Safety Incidents;
- (c) Discovery of Unforeseen Conditions that pose risk requiring a Stop Work in the area conditions exist; and
- (d) Worker Verification.
- 3.6.1.13.2 Electronic Notice. Notice to Walmart shall be made by completing an Incident Report via the electronic reporting system provided by Walmart on the same date as the incident occurred. Electronic Notice must be provided for:
- (a) All items above requiring immediate notice;
- (b) Regulatory Contacts/visits;
- (c) Spills of any Hazardous Material or Waste greater than 5 gallons that do not otherwise meet reportable quantity thresholds; and
- (d) Release or discharge of sediment outside of the Project's limits of disturbance, excluding the intentional, secure transport of soil inside equipment, or truck, to an off-site, permitted facility.
- 3.6.1.13.3 Additional Procedures for Regulatory Visits. In the event of a Regulatory Contact involving a visit to the Project Site, the Contractor shall, and shall ensure and cause its Subcontractors and Workers:
- (a) Comply, with requirements set forth in this Compliance Exhibit and the Specifications;
- (b) Respond to and fully cooperate in all respects with the regulatory agent or any audit, inquiry, inspection or investigation that may be conducted by any governmental Agency or authority related to Compliance; and
- (c) Accompany the Agency representative during the Site visit, and note all areas of concern or instances of non-compliance noted by the inspector, and if possible, photograph or video-tape these areas.

3.6.1.14 DOCUMENT/PERMIT AVAILABILITY AND RETENTION

- 3.6.1.14.1 Documents. Contractor shall properly maintain at all times during the term of this Contract all records to include, without limitation:
- (a) Permitting documentation. Sec. 3.6.1.4.4 of the Compliance Exhibit and these Specifications;

- (b) Compliance Plans with all required updates, must be available in the job trailer;
 - 1. SWPP Plans on NPDES Permitted Project Sites (Sec. 3.6.1.1.14(a) of the Compliance Exhibit and these Specifications);
 - 2. Hazardous Waste Management Plan (Sec. 3.6.1.1.14(c) of the Compliance Exhibit and these Specifications); and
 - 3. Safety Plan (Sec. 3.6.1.1.14(b) of the Compliance Exhibit and these Specifications).
 - (c) All documentation received as part of Regulatory Contacts;
 - (d) Documents required by any governmental agency or Compliance Laws; and
 - (e) All documentation required by and relating to Worker Verification Laws and Contractor's Worker Verification Program.
- 3.6.1.14.2 Document Retention. The Contractor agrees that it will retain required documentation and make readily accessible all records required by the applicable Permits, or Compliance Requirements applicable to the Project.
- (a) Documents will be retained and available for a minimum of **five (5) years** after date of contract completion or termination of the Stormwater NPDES permit, whichever is later, or for such longer time as may be required by said Permit or applicable requirement.
- 3.6.1.14.3 Manifest Retention. Contractor shall retain all documentation relating to the generation, transportation, and disposal of Hazardous Waste, to include Hazardous Waste or Universal Waste manifests for a period of not less than 3 years from the date the waste is offered for transport.
- 3.6.1.14.4 Document Production. The Contractor shall, upon written request of Walmart, provide copies of any or all such records at Contractor's sole expense within seven (7) days. For documents required by and relating to Worker Verification Laws and Contractor's Worker Verification program, or where time may be of the essence, documents shall be produced immediately upon request.

3.6.1.15 TRAINING

- 3.6.1.15.1 Compliance Conference. During the term of this Contract, owners and principles of the Contractor(s) shall attend the Compliance Conference conducted by Walmart during each year in which it is held.
- 3.6.1.15.2 Contractor Training. Contractor has a duty to ensure Workers are properly trained in the execution of this Contract in all job specific Compliance Requirements. Such training must include, but not be limited to:
- (a) The use of chemicals, supplies and equipment applicable to the Work;
 - (b) The Hazardous Waste Management Plan and the appropriate handling of Hazardous Materials and Wastes.
 - (c) All appropriate safety and storm water related training as required by job type;
 - (d) Stormwater Compliance Certification;
- 3.6.1.15.3 Retention of Training Documents. Contractor shall document and retain records of training provided to Workers and Subcontractors, including the name, date, and subject of each training session.

3.6.1.16 SITE INSPECTION/AUDIT

- 3.6.1.16.1 Contractor Site Inspection/Audit. Contractor shall accomplish all required self-audits within the time allotted. Specifically, these include those inspections/audits referenced in the

Specifications, as well as all safety related inspections and audits as required under Safety Laws.

3.6.1.16.2 Walmart Site Inspection/Compliance Audit. Walmart may in its sole discretion, retain an independent consultant (the "Audit Consultant") or utilize Walmart Associates to conduct inspections/audits of the Site or of Contractor required documentation or conduct surveys or interviews to determine Contractor compliance with Compliance Requirements. Laws (the "Compliance Audit").

3.6.1.16.3 Contractor Cooperation. Contractor shall fully cooperate and shall require Subcontractors and Workers to fully cooperate, with Walmart or any 3rd party auditors during such inspections and audits.

3.6.1.16.4 Worker Verification. There are unique audit requirements for Worker Verification compliance. See Sec. 3.6.5 of the Compliance Exhibit and these Specifications .

3.6.1.17 MODIFICATION. See Section 3.6.1.11 of the Compliance Exhibit.

3.6.1.18 OWNER REMEDIES AND DAMAGES. See Section 3.6.1.12 of the Compliance Exhibit.

3.6.2 PART 2 - ENVIRONMENTAL COMPLIANCE. Contractor is responsible for compliance with all Environmental Laws, including compliance with all regulations regarding use, generation, storage, handling, discharge, disposal and transport of Universal and Hazardous Waste.

3.6.4.1 COMPLIANCE WITH DOT LAWS AND REQUIREMENTS. Compliance with Federal, state, and local transportation Safety Laws governing the safety of any shipments, including both Hazardous Material and Hazardous Waste arising out of the course of the Work. This includes but is not limited to classification, proper shipping name, packaging, marking and labeling, documentation including shipping papers and manifests, placarding and any other special consideration required.

3.6.4.2 LICENSES, PERMITS, AND CERTIFICATIONS. See Sec. 3.6.1.4 of the Compliance Exhibit and these Specifications.

3.6.4.2.1 Hazardous Waste Generator Permit. Contractor, as generator of Hazardous Waste, must obtain an EPA and/or state RCRA identification numbers, if the identification number is required in accordance with state or Federal regulations. Contractor shall not indicate Walmart as the generator of waste or utilize a Walmart EPA or state RCRA identification number.

(a) Where projects occur in buildings occupied by Walmart, in the event the state or Federal jurisdiction does not allow Contractor to obtain an independent RCRA identification number contact the Construction Manager.

(b) In the event Contractor is required by state or Federal regulations to obtain an EPA and/or state RCRA identification number for a specific site, the number shall be deactivated upon completion of the project.

3.6.4.2.2 Uniform Hazardous Waste Manifest. Contractor shall be the generator of waste listed on the Uniform Hazardous Waste Manifest when disposing of Hazardous Waste or Universal Waste. Contractor shall not indicate Walmart as the generator of waste on the manifest.

3.6.4.3 SITE INSPECTION / AUDITS See Sec. 3.6.1.10 of the Compliance Exhibit and these Specifications.

3.6.4.3.1 Weekly Hazardous Waste Inspection. In addition to any periodic inspections the Contractor may conduct within its Hazardous Waste Program, the Contractor must perform an initial Hazardous Waste Setup Checklist within the Evoco fuze system to ensure Contractor has met certain minimum requirements in setting up its hazardous waste management program. In addition, a Weekly Hazardous Waste Inspection is required to be completed within the Evoco fuze system to ensure minimum requirements are being met within the Contractor's hazardous waste management program.

- (a) Contractor is required to perform a Weekly Hazardous Waste Inspection for each week project is in an active status. Active status is defined as the first day open tops arrive on site. Inactive status is reached when the last open top is removed from the site AND all Hazardous Waste is appropriately removed from the site.
- (b) The individual responsible for submission of the Weekly Hazardous Waste Inspection must be Stormwater Compliance Certified.

3.6.4.4 WASTE MANAGEMENT. Contractor shall have primary responsibility as the generator of all Universal and Hazardous Waste at the Site, including identification and management, regardless of who supplied the materials. Contractor must utilize the Waste Management, Inc. Lamptacker Program to dispose of all Universal Waste generated on the Project Site and must utilize Waste Management, Inc. for Hazardous Waste disposal and hauling. Contractor is responsible for all costs associated with disposal of hazardous or universal waste.

3.6.4.4.1 Universal Waste. Contractor shall, upon notification of successful bid award, contact **Waste Management, Inc.** (www.wmlamptacker.com/walmartconstruction) to set up a *Lamptacker* account and register the specific Project Site to manage and recycle/dispose of all Universal and e-scrap (electronic equipment) waste generated on the Site.

3.6.4.4.2 Onsite Storage of Waste.

- (a) Contractor shall establish an enclosed and fenced storage area on-site for General Waste as specified in Specification 01742. Neither Hazardous Waste nor Universal Waste is required to be maintained in the enclosed, fenced area.
- (b) The Hazardous Waste storage area shall be at least 50 feet from the property line.
- (c) Hazardous Waste shall have appropriate signage as required by RCRA, including but not limited to the following:
 - i. "No Smoking" signs where Hazardous Waste is stored; and
 - ii. "Hazardous Waste" (and "Hazardous Materials", as appropriate) where Hazardous Waste (and Hazardous Materials) are stored; and
 - iii. Each specific container of Hazardous Waste shall be marked with the words "Hazardous Waste" and the accumulation start date (the date the Hazardous Waste was first placed in the container). Contractor shall utilize the Hazardous Waste labels provided by Waste Management, Inc.
- (d) Each type of Hazardous Waste shall be placed in a separate container with a watertight, closeable lid.
 - i. Hazardous Waste is classified as: Toxic, Reactive, Ignitable and Corrosive. A separation system that keeps these types of Hazardous Waste apart is required.

- ii. Universal and e-scrap wastes include: Lamps, batteries, mercury devices (thermostats, switches, thermometers, etc.) and non-PCB containing ballasts, capacitors and electronic equipment.

- 1. Ballasts containing PCBs will be accepted by Waste Management, Inc. as fully regulated Hazardous Waste provided they are segregated from non-PCB ballasts and properly disclosed when requesting a pickup.

3.6.2.4.3 Contractor shall insure protocols are in place to prevent unauthorized disposal of Hazardous Waste in open tops. Prevention measures may include but are not limited to: open tops set back from the fencing or lids on the open tops.

3.6.2.5 HAZARDOUS MATERIALS AND HAZARDOUS WASTE. The Contractor shall properly manage all Hazardous Materials and Wastes present on the Site, regardless of who supplied the materials or generated the waste, and comply with all applicable Compliance Requirements.

3.6.2.5.1 Material Selection and Use. All chemicals and other products utilized in the performance of the Work must be approved for the intended use by the Federal, state and local requirements, and be fully compliant with all Environmental Laws and Safety Laws. Contractor hereby covenants and agrees that the application of all chemicals and other products utilized in the performance of the Work must be performed by a licensed applicator if so required under any Compliance Laws.

3.6.2.5.2 Walmart Prohibition. Walmart, in its sole discretion, may prohibit certain chemicals or substances from being utilized on Site that would otherwise be approved by Federal, state or local laws and regulation. Such determination will be provided in writing to Contractor.

3.6.2.5.3 Use and Storage of Hazardous Materials. Contractor shall properly safeguard and store any Hazardous Materials present on Site so as to protect against the possibility of fire, spill, injury, fumes or other damage. Contractor shall be solely responsible for all damage, cost or expense caused by the use or storage of Hazardous Materials at the Project site.

3.6.2.5.4 Hazardous Waste Management. Contractor shall have primary responsibility as the generator of all Hazardous Waste at the Site and shall manage all Hazardous Waste generated on the Site. Contractor shall identify all Hazardous Wastes produced and properly handle and dispose of said Hazardous Waste in accordance with all applicable Compliance Laws.

3.6.2.5.5 Hazardous Waste Vendor. **Waste Management, Inc.** has been designated as the mandatory vendor for the management and disposal of Hazardous Waste on all of Walmart's Sites.

3.6.2.5.6 Removal of ALL Materials and Wastes. No construction chemicals, Hazardous Materials or Universal/Hazardous Waste shall remain at the Site upon project completion including those generated or utilized by Subcontractors or supplied by Walmart, but shall be removed, or appropriately and lawfully reused, recycled, or disposed of. Contractor will be required to remove any such items if discovered after Project completion at Contractor's sole expense.

3.6.2.5.7 Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a Hazardous Material or Hazardous Waste encountered on the Site by Contractor, Contractor shall, upon recognizing the condition, immediately Stop Work in the affected area and report the condition per the requirements in Sec. 3.6.1.7 of the Compliance Exhibit and these Specifications.

3.6.2.6 HAZARDOUS WASTE MANAGEMENT PLAN. Walmart shall provide a Project Site specific Hazardous Waste Management Plan (“HWMP”). Contractor shall manage the implementation of the HWMP and ensure compliance with all applicable Compliance Laws relating to the handling and disposal of Hazardous Materials and Wastes.

3.6.2.6.1 Contractor may amend the provided HWMP as appropriate for the Site conditions or to align the HWMP with existing Contractor procedures for management of Hazardous Materials and Wastes.

3.6.2.6.2 Contractor shall fill in the blanks on page 1 of the HWMP with the applicable personnel assigned to each position, as well as the applicable telephone numbers for emergency purposes. Contractor shall have this completed when work begins on the project.

3.6.2.7 USED TANK REMOVAL

3.6.2.7.1 Contractor is responsible for removal of any above ground tank (used cooking oil, TLE motor oil) during the construction project and is responsible to ensure proper disposal of the tanks.

3.6.2.7.2 Tanks must be empty before removed from the store/club. Contractors must coordinate with vendor to have the used cooking oil or TLE motor oil pumped.

Quest Recycling

1-877-321-1811

3.6.2.7.3 Once tank is empty it must be removed from the store/club immediately to prevent refill of the tank by store/club personnel. The tank must be stored and covered with waterproof tarps to prevent water from entering the tank or washing any residue into the environment.

3.6.2.7.4 All tanks removed during the project may be accumulated and picked up at one time to prevent multiple pick-up charges. Once all tank removal projects are complete, contact vendor to remove and dispose of tanks.

EP&S OF VERMONT

Phone#: 1-800-577-4557

Email: epsvtucoprogram@epssofvermont.com

3.6.2.8 CONDITIONS OF SITE

3.6.2.8.1 Stop Work. In the event Contractor encounters Unforeseen Hazardous (or potentially hazardous) Conditions, Contractor shall immediately stop Work in the area affected and report the condition to Owner and Architect per the requirements for notice in Sec 3.6.1.7 of the Compliance Exhibit and these Specifications of this Exhibit. The Work in the affected area shall not thereafter be resumed, except by written agreement of Owner and Contractor, until any Hazardous Material or Hazardous Waste in fact present in the affected area has been disposed of, removed, abated or rendered harmless. Contractor shall be responsible for any and all Hazardous Materials brought to the site by Contractor or subcontractors.

3.6.2.9 ENVIRONMENTAL REMEDIATION ON PROJECT SITE. All Hazardous Waste generated as a result of Project Site remediation must be handled and disposed of in compliance with the Remediation plan and all applicable Compliance Laws.

3.6.3 PART 3 – STORMWATER. See Spec Section 2370

3.6.4 PART 4 - SAFETY COMPLIANCE. Contractor will comply with all applicable Safety Laws. Contractor shall be responsible for the safety of all persons on the Site including, without limitation, Workers, Walmart Contractors, Walmart Associates, customers, vendors, suppliers, and any other third person who might be present on the Site. Contractor shall supervise all Work by any party to confirm compliance with Safety Laws the applicable Safety Plan.

- (a) Controlling Contractor. Between the established and agreed upon construction start and possession date, Contractor is the "Controlling Contractor" per 29 CFR 1926. Walmart shall ensure Walmart Associates, Walmart Contractors, vendors, and suppliers comply with the Contractor Safety Plan, including Personal Protective Equipment, to the extent the Contractor controls access to the Site, communicates the requirements, and enforces the Safety Plan.
- (b) Walmart Safety Compliance Requirements. Walmart may go above and beyond Safety Laws in the associated Compliance Specification. Contractor shall comply with these measures.
- (c) Construction General Industry Standards. When Work is taking place in a Facility Occupied by Walmart, additional OSHA Safety Laws applicable to General Industry as opposed to Construction may apply to Work in order to protect Walmart Associates and customers, suppliers, and vendors from construction hazards. Additional obligations are set forth in Specifications to address these risks.

3.6.5.6 INCIDENT OR SITE VISIT REPORTING AND PROCEDURES See Sec. 3.6.1.7 of the Compliance Exhibit and these Specifications.

3.6.5.6.1 Emergencies. In an emergency affecting safety of persons or property, Contractor shall take such actions as necessary to prevent or minimize threatened damage, injury or loss.

3.6.5.7 SAFETY COMPLIANCE. Contractor shall be responsible for initiating, maintaining and supervising a safety program as set forth in a Site specific Safety Plan necessary to comply with Safety Laws and Compliance Requirements.

3.6.5.7.1 Safety Plan Requirements. The Safety Plan must:

- (a) Be in writing and on the Site;
- (b) Include all necessary documentation, including but not limited to policies and procedures, training, communication, and inspections;
- (c) Require frequent and regular documented inspections by Contractor designated Competent Person of the Project Site, materials and equipment;
- (d) Document weekly safety meetings as required under Sec. 3.6.1.6.3(a) of the Compliance Exhibit and these Specifications; and
- (e) Include all the elements of a Safety Plan required by Federal, state and local OSHA or other applicable Safety Laws. Applicable OSHA regulations found in 29 CFR 1926 highlight other required standards and elements of a Safety Plan. If work on the Site includes a discipline or element for which OSHA or other Safety Laws have issued a governing law or standard, the Contractor should ensure that necessary Site policies/procedures, training, communication, and inspections are accomplished and implemented to ensure compliance.

3.6.5.7.2 Safety Compliance includes, but is not limited to:

(a) **Hazard Communication.**

- 1) Contractor. Contractor shall ensure all required MSDS documents are available on the Site. MSDS should be made available at the contractor's office. Electronic MSDS systems are acceptable as long as they are compliant and readily accessible in the job trailer.
- 2) Walmart. Hazardous Material found in "Facilities Occupied by Walmart" - Walmart / Sam's Hazardous Material and Safety Data Sheets

- i. Operating Walmart and Sam's Clubs contain hazardous chemicals. Some are products for sale and some are products used in normal operation of Store's/Clubs.
 - ii. Safety Data Sheets for all products can be found on Walmart.com by searching for MSDS in the search engine and then clicking on the Material Safety Data Sheet Search Engine.
 - iii. If you have any questions regarding chemicals you encounter and safe work practices for those chemicals, contact Store/Club Management directly and review the Safety Data Sheet.
- (b) **Toxic and Hazardous Substances.** Any work activity that occurs in a building occupied by Walmart, where the Contractor could introduce into the environment a toxic or hazardous substance, must be compliant with 29 CFR 1910.1200 or one of OSHA's specific Toxic Substance laws, whichever is applicable, without consideration of protection factors associated with personal protective equipment. Walmart will not require workers or customers to wear personal protective equipment for protection against toxic or hazardous substances. Exposure must be kept below any limits that require PPE.
- (c) **Signs, Signals, and Barricades.** In addition to compliance with Safety Laws, Contractor must be compliant with all architectural specifications regarding signs, signals, or barricades.
- (d) **Crane Operation.** In Facilities Occupied by Walmart, Crane lifts must not take place over Walmart Associates, Customers, Vendors, Suppliers, Walmart Contractors, or any other third person. Where crane operations over said individuals may be necessary each lift must be coordinated with Store Management, Store Planning, and the Construction Manager so that all persons can be removed and the Contractor can barricade the affected area off before the lift begins.
- (e) **Welding, Cutting, Brazing, Soldering, and other Hot Work.** In projects that take place in stores and clubs occupied by Walmart, Contractor must obtain from Store/Club Management a valid Hot Work Permit before beginning any Hot Work.
- (f) **Lockout/Tagout (LO/TO) in Facilities Occupied by Walmart:**
 - 1) **LO/TO Communication.** Contractor must provide a copy of the Lockout/Tagout Program that it will use and enforce on the Site for attendees of the Pre-construction Meeting. Contractor must review Walmart's Lockout/Tagout policy/program and communicate to all Contractor and Subcontractor Workers. Store Manager or CM can provide a current copy of the LO/TO policy. All meetings with Contractor's workers must be documented, as required by OSHA, using the Lockout / Tagout Pre-Construction Meeting Form provided – (Attachment B).
 - 2) **Repair of LO/TO covered equipment.** When outside personnel, such as contractors, are involved in repair or maintenance of our Lockout/Tagout covered equipment, follow these steps:
 1. Walmart management and the contractor must inform each other of their respective Lockout/Tagout procedures. Contractor must be aware of the following:
 - a) Walmart store associates do not meet the qualifications of authorized personnel;
 - b) The contractor must utilize their own Lockout/Tagout equipment;
 - c) The contractor must effectively and timely communicate with store management regarding the status of services provided, including, but limited to:
 - d) De-energizing and re-energizing of equipment
 - e) Prior notification about Lockout/Tagout of additional equipment as a result of the original scope of work

f) **Completion of work**

g) **Any failure by store associates to comply with the contractor's Lockout/Tagout program**

2. Walmart is not responsible for the contractor's work procedures.

- 3) **Spare Breakers.** GC must have all spare breakers removed by an electrician during the first week the contractor is on site. Appropriate blanks should be placed in the panels so that all holes are covered as required by law. GC must keep spare breakers to be installed, as required, at the end of the project.
 - 4) **Lockout/Tagout Log.** Lockout Tagout activity in each panel must be tracked using the Lockout/Tagout Log provided – (Attachment C). **During the first week the contractor is on sight, a copy of this form should be placed on each panel door. The GC must set the expectation that each of its employees and subcontractors utilize this log to document all lockout/tagout activity in each panel.**
 - 5) **Superintendent Inspection.** In addition to any inspections performed by competent persons, each day any electrical work is performed, a Superintendent must inspect the electrical work, review this log daily, and initial each new line to verify the lockout tagout process is being executed and is compliant with safety law.
- (g) **Electrical Worker Qualifications.** For the purposes of the following requirements, electrical workers are defined as those Workers who perform work on or are exposed to electrical conductors or electrical equipment of 50 volts or greater.
- 1) Electrician(s) must be “Qualified” as defined by OSHA and the latest version of NFPA 70E.
 - 2) **Licensed Electrician(s).** Where required, electrical contractors must possess the required professional and/or business license. Where required, each individual electrician must also possess a valid professional license.
 - 3) **Electrical Worker Apprentices.** Apprentices must be working under an approved governmental or trade organization apprenticeship program whose work is being directly overseen by a Qualified Electrician who possesses required licenses.
 - 4) If Contractor or Subcontractor fails to meet the above qualifications on the Project, then Owner may, without limitation, at Owner’s sole discretion:
 1. Prevent Contractor from participating on bids with regard to additional Owner projects for a minimum of ninety (90) days for Contractor’s first violation of the above-stated requirement; and
 2. Permanently suspend Contractor from bidding on all future Owner projects for Contractor’s violation of this paragraph two or more times.
 - 5) **Exposed Live Electrical components in Facilities Occupied by Walmart.** During those times when live electrical components are exposed, the electrical contractor shall provide Qualified Person to monitor the exposed components to protect against electrical hazards and provide for the safety of all Workers, customers, vendors, and Walmart Associates. If the work area is to be left unattended, all live exposed electrical components shall be properly concealed and made safe before the work area is vacated by the electrical contractor. Only in exceptional circumstances, will locking a room be permitted if a Qualified Person is not available to monitor live exposed electrical components. In such cases, the Store Manager and Construction Manager shall be notified and must approve before the room is locked. In such circumstances, the electrical contractor shall provide the store manager with an

emergency contact in the event that an emergency arises and immediate access to the room is required. This requirement includes electrical distribution centers.

(h) Equipment, Tools and Machinery.

- 1) Owner Equipment. Contractor shall not use any Owner Equipment in any way or for any purpose unless use of such equipment is specifically included in the contract.
- 2) Prohibition on Gasoline or Diesel powered equipment inside buildings occupied by Walmart. Only electric equipment and equipment powered by propane or compressed air shall be operated inside the building.
 1. Gasoline or diesel powered compressors for air powered tools shall be operated outside the building and away from air intakes.
 2. Propane powered equipment shall have catalytic converters on mufflers and shall be maintained and operated to ensure compliance with local, state, and federal indoor air quality regulations.
 3. Provide storage and handling of propane fuel in compliance with local, state, and federal regulations.
 4. No propane shall remain inside building except during operation of propane equipment.
 5. Propane powered equipment shall be re-fueled outside the building.
- 3) Electrical Cords. Cords for electric equipment shall be sized adequately for voltage, current load, and length, whether to generator or existing power supply (reference architectural spec section 01500).
- 4) Routing. Route equipment cords and hoses in compliance with applicable OSHA requirements and in open stores not to become a hazard for associates, customers, suppliers or vendors.

(i) Operating Store or Club. When construction work is taking place in an operating store or club, additional safety requirements may be necessary to protect Walmart Associates and Customers from construction hazards. The following additional items are required:

- 1) Effectiveness of Dust Walls. Where the work occurs in areas that are completely segregated by use of barricades such as dust walls, Contractor is responsible to ensure that dust walls are sufficiently sealed to prevent odors, particulates, dust, fumes, exhaust gases or any other by-product of construction from entering areas occupied by Walmart or its customers, associates, vendors, suppliers, or owners tenants.
- 2) Effectiveness of Barricades. Contractor is responsible for traffic control, segregation of all construction work from the retail environment, and necessary barricades that would facilitate customer traffic and ensure Customer, Associate, and Vendor safety.
- 3) Where there are door(s) or passageway(s) between a building that Walmart occupies containing merchandise and an active construction area, if contractors move through the door(s) or passageway(s), the Contractor is to provide a Bonded Unarmed Security Guard(s) to maintain security between operational and construction areas of a store or Club anytime the door is unlocked.

(j) Obstructions. Contractor shall keep the Project Site clear of unnecessary obstructions so as to avoid danger to all persons on the Project Site.

(k) Confined Spaces – If you plan to enter a confined space, if you create a confined space, or if you discover unknown hazards in a confined space you must:

- 1) Inform and Coordinate with Store Management and your Walmart Construction Manager.

- 2) Comply with applicable compliance requirements for confined space entry including safe entry and emergency rescue/response requirements.
- 3) For Coordination purposes: Walmart / Sam's Club Associates are not allowed to enter confined spaces.
- 4) Understand: Walmart/ Sam's club Associates are not trained to perform any function associated with confined space entry and must not be asked to do so.
- 5) Confined Space Definition: Confined Space per OSHA 1926.21 (b)(6)(ii) – any space having a limited means of egress, which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere.
- 6) See GC Handbook for more information on Confined Space locations.

3.6.5.8 WORK SEGREGATION, SITE SECURITY AND SITE PROTECTION

- 3.6.5.8.1 Mixture of Work Environments. When activities classified as General Industry (as defined by OSHA Section. 1910), and Construction (as defined by OSHA Section. 1926), occur at a single location and both safety standards could be in effect, the Contractor must completely and effectively segregate the Construction Work from General Industry environment (retail environment) to the extent that any exposures created by the Work does not create a hazardous or non-compliant situation/environment for Walmart or Walmart Associates, vendors, suppliers, and customers. This applies to any and all hazardous conditions generated by the Work. Additional obligations may be contained elsewhere in these Specifications.
- 3.6.5.8.2 Site Security and Protection. Contractor shall be responsible for the security of the Project Site, including the security of all tools, materials, equipment and completed Work on the Site. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- (a) Walmart Associates on the Site and all other persons who may be affected by the Project;
 - (b) Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or Subcontractors; and
 - (c) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 3.6.5.8.3 Access Control – Badge Requirement. Contractor shall create, implement and enforce throughout the term of this Contract access control procedures for the Project site, which shall include the use of a Badge system. This Badge system and protocol:
- (a) Shall include, without limitation, procedures to restrict, monitor, track and report ingress and egress to the Project,
 - (b) Shall comply with all requirements, including without limitation, content and issuance, as set forth in this Compliance Exhibit and its corresponding and referenced Specifications, and
 - (c) No individual shall be admitted to the Project without fulfilling the requirements for their Badge category, with the exception of certain individuals for which the Badge is not required, as follows:
 - i. Delivery Personnel; and
 - ii. Tenant Contractor Workers; and
 - iii. Such other personnel and individuals that Walmart may approve.
- 3.6.5.8.4 Perimeter Controls and Safeguards. Contractors, without any increase in Final GMP, shall take such actions as may be necessary to maintain security on the Site, including, but not

limited to, the control of the Site perimeter through erection of temporary security fencing or other barriers around the Project Site. In the event that perimeter control methods are used, Contractor shall monitor such controls to ensure the integrity of such controls is maintained at all times.

3.6.5.8.5 Hazard Safeguards. Contractor shall provide reasonable safeguards for safety and protection of persons, including, without limitation:

- (a) Posting warning/danger signs and other warning signs on or around the Project Site or specific hazards, such as an excavation;
- (b) Providing proper and sufficient barricades;
- (c) Providing proper and sufficient lighting;
- (d) Providing proper and sufficient guarding; and
- (e) Notifying users of the conditions of the Project site as well as adjacent sites and utilities.

3.6.5.8.6 Non-Compliant Equipment or Material. Contractor shall keep the Project Site clear of any machinery, tool, material, or equipment which is not in compliance with any applicable Safety Law or other Compliance Requirement.

3.6.5.8.7 Spotters - When there is risk of harm due to Construction Work in an area where there is an expectation that customers, vendors or associates are or could become present, the Contractor is to provide spotter(s) (or signal persons), in addition to equipment operators, whose sole responsibility shall be to provide verbal notice to customers and associates regarding the construction risk and assist with ensuring the work is properly segregated from the retail environment. Spotters are not required where there is no expectation that customers, vendors or Walmart Associates will be present.

3.6.5.9 TRAINING See Sec. 3.6.1.9 of the Compliance Exhibit and these Specifications. Contractor must ensure workers are trained as required by Safety Laws. Training documentation must be kept on site. Specific areas where training are required include but are not limited to:

- (a) Personal Protective Equipment. 29 CFR 1926 Subpart E
- (b) Electrical. As required by 29 CFR 1926 Subpart K and NFPA 70E
- (c) Scaffolds. 29 CFR 1926 Subpart L
- (d) Fall Protection. 29 CFR 1926 Subpart M
- (e) Excavations. 29 CFR 1926 Subpart P
- (f) Crane Operation. 29 CFR 1926 Subpart CC
- (g) Steel Erection. 29 CFR 1926 Subpart R
- (h) Toxic and Hazardous Substances. 29 CFR 1926 Subpart Z. In addition, 29 CFR 1910 Subpart Z when Walmart occupies the building where the work will occur and where Walmart associates / customers will be exposed to air contaminants generated by the work.

3.6.5.10 SITE INSPECTION / AUDIT See Sec. 3.6.1.10 of the Compliance Exhibit and these Specifications. Contractor must ensure Competent/Qualified persons inspect the job site as required by Safety Law. Inspections, including deficiencies found and corrective measures taken, must be kept on site. Specific areas where inspections are required include but are not limited to:

- (a) Scaffolds. 29 CFR 1926 Subpart L
- (b) Fall Protection. 29 CFR 1926 Subpart M

- (c) Excavations. 29 CFR 1926 Subpart P
- (d) Crane Operation. 29 CFR 1926 Subpart CC
- (e) Toxic and Hazardous Substances. 29 CFR 1926 Subpart Z.
 - i. Toxic and Hazardous Substances in a Facility Occupied by Walmart. In addition, 29 CFR 1910 Subpart Z when Walmart occupies the building where the work will occur and where Walmart Associates / customers will be exposed to air contaminants generated by the work.

3.6.5 PART 5 - WORKER VERIFICATION COMPLIANCE. Contractor shall implement a verification program through which Contractor shall ensure that all Workers on the Project Site are employed in compliance with the Worker Verification Laws. As part of this program, Contractor shall communicate, require and ensure compliance by each and every Subcontractor with all requirements under the Contract Documents, the Compliance Exhibit and these Specifications.

3.6.6.1 VERIFICATION PROCEDURES

3.6.5.1.1 The eligibility of each Worker on the Project shall be verified by their employer's Qualified Verifier who will review that Worker's Verification Documents to ensure that the Form I-9 is completed in accordance with all relevant Worker Verification Laws.

- (a) Contractor's Qualified Verifier shall verify the eligibility of its Contractor Workers;
- (b) Each Subcontractor's Qualified Verifier shall verify the eligibility of its Subcontractor Workers.

3.6.5.1.2 All Verification Documents are required to be maintained and to be produced by the Worker's employer for review by the WV Auditor as set forth in the Compliance Exhibit and these Specifications.

- (a) Forms I-9 are required to be maintained and to be produced by the employer of all verified Workers.
- (b) Supporting Documents are required to be maintained and to be produced by the employer of those verified Workers who were hired after the Contractor's Project award date. Contractor shall be responsible for communicating that date to all Subcontractors.

3.6.6.2 WV FORMS

3.6.6.2.1 Worker Verification Forms ("WV Forms"). Verification of eligibility will be documented by execution of the appropriate WV Form confirming eligibility of Workers in compliance with all applicable Worker Verification Laws and Compliance Requirements. WV Forms shall be in the exact form as attached to these Specifications.

3.6.6.2.2 WV Forms – Use, Retention and Production. Fully executed WV Forms shall be collected by Contractor for all Subcontractor Workers, maintained by Contractor throughout the life of the Contract, and shall be produced to Walmart and/or WV Auditor immediately upon Walmart's request.

- (a) Worker Verification Certification - Contractor. Contractor's Qualified Employee Verifier shall complete and Contractor shall sign the Worker Verification Certification - Contractor.
- (b) Worker Verification Certification - Subcontractor. Subcontractor's Qualified Employee Verifier shall complete and Subcontractor shall sign the Worker Verification Certification – Subcontractor.
- (c) Worker Verification Certification – 3rd Party Verifier. Contractor's or Subcontractor's Qualified Third-Party Verifier shall complete and Contractor or Subcontractor (whichever applies) shall sign the Worker Verification Certification – 3rd Party Verifier.

3.6.6.2.3 Worker Verification Auditor Certification. At the close of the Worker Verification Audit as described in the WV Exhibit and these Specifications, the WV Auditor shall complete the Worker Verification Auditor Certification, containing an overview of total audit results.

3.6.6.3 ACCESS CONTROL Contractor shall be responsible for the security of the Project site, including:

3.6.6.3.1 Badge Requirement. Contractor shall create, implement and enforce throughout the term of this Contract access control procedures for the Project site which meets the requirements of the Compliance Exhibit and these Specifications, and which shall include the use of a Badge system.

3.6.6.3.2 Badge Visibility. Badges must be worn at all times an individual is present on the Project Site, and in a manner which is unobtrusive and clearly visible so that the Contractor's Superintendent may easily identify whether an individual is approved to work on the Project Site.

3.6.6.3.3 Badge Retrieval. Upon completion of an individual's work or approved visit to the Project, Contractor shall retrieve any badge issued to such individual.

3.6.6.3.4 Non-Discrimination. All individuals must be subject to the same criteria with respect to the issuance or denial of a Badge (i.e., all work eligible individuals will receive a Badge, and Badges will not be awarded or denied based on any prohibited basis).

3.6.6.3.5 Badge Types. The following Badges must be included within the Access Control Badge System:

(a) Contractor Badge.

1. Content. The Contractor Badge must not bear the brand identification of Walmart or be issued to an individual in any other category. The badge shall include:

- i. A photograph of the Worker;
- ii. The Worker's full name;
- iii. The location identity (City, State, Facility #) of this Project; and
- iv. The name of the Contractor/Subcontractor that employs that Worker.

2. Issuance. The Contractor Badge shall be issued by Contractor to:

i. Any Worker whose eligibility is first listed on a fully executed WV Form in the possession of Contractor and who has provided valid proof of identity to Contractor.

a) Exception. A Contractor may issue a Contractor Badge to a Worker whose employment eligibility has not been certified on a properly executed WV Form only under the following circumstances:

1) Exceptional Circumstances exist that prevent Contractor or Subcontractor from complying with the WV Form requirements with respect to said individual, such that Contractor would endure unusual and unreasonable delay, expense or spoilage should WV Form be required of said individual prior to obtaining access and performing work; and

2) Contractor reasonably believes that said individual is lawfully eligible to work in the United States, and has no knowledge (constructive or actual) that said individual is an unlawful worker; and

3) At any given time, no more than five percent (5%) of all valid Badges on a Project-wide basis shall have been issued under this Exceptional Circumstances provision; and

4) Contractor shall certify or ensure certification of the individual's lawful employment eligibility by completing or obtaining a fully executed WV Form with respect to said individual no later than 72 hours from the time of issuance of the Badge to the individual, or the Badge herein expires and will not be renewed or reissued.

(b) Walmart Contractor Badge.

1. Content. The Walmart Contractor Badge must:

i. Be in the format provided by Owner as "Walmart Contractor Badge Template."

ii. Not contain a photograph of the Walmart Contractor Worker, bear the brand identification of Walmart or be issued to an individual in any other category.

2. Issuance. The Walmart Contractor Badge shall be issued by Contractor to any Walmart Contractor Worker who meets the access control and check-in procedures.

(c) Walmart Associate Badge. Walmart controls the form and issuance of the Walmart Associate Badge.

(d) Visitor Badge.

1. Content. The Visitor Badge must not contain a photograph of the Visitor, bear the brand identification of Walmart or be issued to an individual in any other category.

2. Issuance. The Visitor Badge shall be issued by Contractor to any non-working visitor to the Project.

3.6.6.3.6 Check-In Procedures. The Access Control procedures implemented by Contractor must include but is not limited to the following:

(a) Workers. The Contractor Badge must be presented to Contractor by each individual Worker pursuant to its access control procedures before admittance to the Project.

(b) Walmart Contractors.

1. Direct Check-In. Walmart Contractors of all trades not specifically excluded in the Indirect Check-In procedures below, whether part of the Project or doing separate work, shall present themselves to Contractor directly or through their supervisor pursuant to Contractor's access control procedures before gaining access to the Project Site. A supervisor checking in a group of Walmart Contractors shall be responsible to:

i. Supply Contractor with a list or roster on their company's letterhead or email containing the names of their Walmart Contractor Workers and update that list immediately with any changes that occur;

ii. Ensure Walmart Contractor Badges are obtained from Contractor, distributed to each Walmart Contractor Worker and worn as required; and

iii. Retrieve the Walmart Contractor Badges upon completion of the work, returning same to Contractor at such time.

2. Indirect Check-In. Walmart Contractor Workers checking in under this procedure shall log in at the appropriate entrance and obtain a badge from the quantity provided by Contractor.
 - i. Contractor shall place and maintain a sufficient quantity of Walmart Contractor Badges at each Indirect Check-In location;
 - ii. Walmart Contractor Workers shall log out upon finishing their work, and return their badges to the place they obtained them.
 - iii. The trades eligible for indirect check-in and their appropriate check-in locations are as follows:
 - a. For Open Stores/Clubs, at all times. DSD Vendors, 3rd Party Truck Drivers and Suppliers (including Vending Suppliers) delivering product will check in at the:
 - 1) DSD entrance at rear of building;
 - b. After the start of the possession phase. Operations Equipment Suppliers (e.g. scales, sensors, registers, etc.), Vending Suppliers, Tenant/Lease Businesses, Direct Merchandise Suppliers will check in at the:
 - 1) Walmart location: front entrance desk of building;
 - 2) Sam's Club location: Front entrance desk of building or receiving office via the trucker door.
- (c) Walmart Associates. All Associates must wear their Associate Badge and present themselves for check-in directly or by a group supervisor pursuant to Contractor's access control procedures before gaining access to a Construction Project Site. A supervisor checking in a group of Associates will be responsible to ensure:
 1. Associate Badges are present;
 2. Contractor receives a list/roster with the names of their Associates; and
 3. List/rosters is updated daily with the Contractor.
- (d) Visitors. Non-working visitors to the Project shall not be admitted to the Project Site without a Visitor Badge issued by Contractor pursuant to its access control procedures.

3.6.6.4 WORKER VERIFICATION AUDITS. The Project Site may be randomly selected or selected for cause, in Walmart's sole discretion, to be audited for purposes of Worker Verification Compliance.

3.6.5.4.1 Cooperation. Contractor shall, and shall cause its Subcontractors to, cooperate with the WV Auditor and provide the WV Auditor with access to such documentation and personnel as may be necessary to complete any certification, review or audit, including but not limited to WV Forms and Verification Documents. Cooperation shall include::

- (a) Contractor shall immediately notify any and all Subcontractors of the audit,
- (b) Contractor and Subcontractors shall provide any and all requested information and documentation, and
- (c) The WV Auditor shall review copies of the Verification Documents and other documents as they are delivered to the extent required pursuant to the Worker Verification Laws and the Worker Verification Program for each Worker on the Project.
- (d) Contractor shall, and shall cause its Subcontractors to, immediately resolve any issues, problems or other circumstances of non-compliance revealed in any such review or audit

- 3.6.5.4.2 Timing. All audits in this Section shall be completed and reported within ten (10) business days from the date of Walmart's request.
- 3.6.5.4.3 Auditing for Cause. Walmart shall commence a Worker Verification Audit for Cause If Walmart becomes aware of evidence, which in Walmart's sole discretion appears to be reasonably credible, that a Worker's eligibility is not properly documented and/or verified.
- 3.6.5.4.4 Audit Results. At the conclusion of the audit, the WV Auditor will submit the results of the audit to Walmart and Contractor in the form of the "Worker Verification Auditor Certification," attached hereto and incorporated herein by such reference.
- 3.6.5.5 EXPENSES. After the conclusion of the audit, the WV Auditor will submit the audit invoice to Contractor with a copy of such invoice submitted to the Walmart Realty Employment Compliance team at RealtyCompliance.Audit@wal-mart.com.
- 3.6.5.5.1 Reasonable Expenses Reimbursed. Reasonable expenses incurred by Contractor in connection with random audits conducted pursuant to, and which meet the requirements under the Compliance Exhibit and these Specifications, will be reimbursed by Walmart. Contractor's human resources or office expenses utilized in any auditing shall not be considered reasonable expenses and shall not be reimbursed.
- (a) Reasonable Expenses. Reasonable expenses for audits which will be reimbursable consist of a flat fee plus a per worker fee as follows:
- i. Flat Fee of:
 1. \$1000 for Projects with Workers numbering 200 or less; OR
 2. \$2000 for Projects with Workers numbering 201 or more, AND
 - ii. Fee of \$20 per Worker reviewed
- (b) Submittal by Contractor. Contractor shall submit a request for reimbursement for such reasonable expenses to the Walmart Contract Management team through its reimbursable expenses protocol.
- 3.6.5.5.2 Expenses Not Reimbursed. Any expenses incurred by Contractor in connection with Auditing for Cause, or which exceed the reasonable expenses allowed by Walmart shall be borne by the Contractor and shall not be reimbursed by Walmart.
- 3.6.5.6 PRECONSTRUCTION / MEETINGS Superintendent shall ensure that all Worker Verification Laws required programs and documentation are available, discussed and documented as part of the preconstruction meeting. This includes but is not limited to access control and WV Forms.

WV FORMS

WV FORM

WORKER VERIFICATION CERTIFICATION - CONTRACTOR

Facility Number: _____

Facility Location: _____

The undersigned, _____ (“Contractor”), certifies, pursuant to that certain Construction Agreement dated _____, 20____ (“Contract”) between Wal-Mart Stores, Inc. (“Owner”) and Contractor, the following:

1. Contractor has fully complied with all Worker Verification Laws, as defined in the Contract, its Compliance Exhibit and corresponding or referenced Specifications (“Contract Documents”) with regard to each of Contractor’s employees who shall perform work on the Project pursuant to the Contract (“Contractor Workers”).
2. As to each Contractor Worker described above, Contractor has on file a Form I-9 that is free of substantive or uncorrected technical deficiencies (other than timeliness deficiencies) and that reflects that the Contractor Worker is lawfully eligible to work on the Project.
3. Contractor will document those specific Contractor Workers in a list exactly in the format below, which shall be affixed to this WV Form, supplemented as necessary, maintained and produced according to the requirements of the Contract Documents prior to the presentation of such Contractor Workers for admission to the Project site.

<u>Full Legal Name of Individual</u>	<u>Name of Employer</u>
EXAMPLE ONLY	EXAMPLE ONLY
EXAMPLE ONLY	EXAMPLE ONLY

4. Legible photocopies of the employment eligibility and identity documentation for Contractor Workers (who were hired after the award of the Contract project have been and will continue to be maintained by Contractor for the period required by the Contract Documents.
5. Contractor has reported or will report any and all Worker Verification Incidents (as defined in the Contract) to Owner within one (1) hour of such Worker Verification Incident.
6. Contractor has not, and its Subcontractors have not been the subject of enforcement or other action by ICE within the two (2) year period prior to the date of this certification.
7. Contractor intends, and has procedures in place, to ensure that it and all of its Subcontractors are in compliance with the Worker Verification Laws and that all Workers on the Project are authorized to work in the United States.
8. None of the Workers is known to Contractor to be employed without lawful authorization.
9. Contractor shall, and shall cause its Subcontractors to, cooperate with the WV Auditor and provide the WV Auditor with access to such documentation and personnel as may be necessary to complete any certification, review or audit.

This Certification may be delivered to and relied upon by Owner. Certified by the undersigned as true, correct and complete this _____ day of _____, 20____.

QUALIFIED EMPLOYEE VERIFIER

By: _____

Name: _____

Title: _____

ADDITIONAL CERTIFIER (if necessary)

By: _____

Name: _____

Title: _____

WV FORM

WORKER VERIFICATION CERTIFICATION – SUBCONTRACTOR

The term “Subcontractor” applies to any Subcontractor of the General Contractor (“Contractor”) AND any Subcontractor of any tier or for any duration thereunder performing work on this Project. This does not include Walmart Contractors.

Facility Number: _____

Facility Location: _____

The undersigned, _____ (“Subcontractor”), through its Qualified Employee Verifier, certifies, pursuant to that certain Subcontractor Agreement dated _____, 20____ or other Agreement, Scope of Work, or Work Order (collectively referred to as “Subcontract”) between _____ (“Contractor/Subcontractor”) and Subcontractor pertaining to the Project identified above, the following is true and correct:

1. Subcontractor has fully complied with all Worker Verification Laws, as defined in the Contract between Contractor and Walmart (“Contract”), with regard to each of Subcontractor’s employees who shall perform work on the Project pursuant to the Subcontract (“Subcontractor Workers”).
2. As to each Subcontractor Worker described above, Subcontractor has on file a Form I-9 that is free of substantive or uncorrected technical deficiencies (other than timeliness deficiencies) and that reflects that the Subcontractor Worker is lawfully eligible to work for Subcontractor.
3. Subcontractor will document those specific Subcontractor Workers in a list exactly in the format below, which shall be affixed to this WV Form and provided to Contractor, supplemented as necessary to Contractor, maintained and produced according to the requirements of the Subcontract prior to the presentation of such Subcontractor Workers to Contractor for admission to the Project site.

<u>Full Legal Name of Individual</u>	<u>Name of Employer</u>
EXAMPLE ONLY	EXAMPLE ONLY
EXAMPLE ONLY	EXAMPLE ONLY

4. Legible photocopies of the employment eligibility and identity documentation for Subcontractor Workers who were hired after the award of the Project to the Contractor have been and will continue to be maintained by Subcontractor for the period required by the Contract.
5. Subcontractor has reported or will report any and all Worker Verification Incidents (as defined in the Subcontract) to Contractor within one (1) hour of such Worker Verification Incident.
6. Subcontractor has not, and its Subcontractors have not been the subject of enforcement or other action by ICE within the two (2) year period prior to the date of this certification.
7. Subcontractor intends, and has procedures in place, to ensure that it and all of its Subcontractors are in compliance with the Worker Verification Laws and that all Subcontractor Workers of any tier on the Project are authorized to work in the United States.
8. None of the Subcontractor Workers is known to Subcontractor to be employed without lawful authorization.
9. Subcontractor shall, and shall cause its Subcontractors to, cooperate with the WV Auditor and provide the WV Auditor with access to such documentation and personnel as may be necessary to complete any certification, review or audit.

This Certification may be delivered to and relied upon by Contractor and Wal-Mart Stores, Inc.
Certified by the undersigned as true, correct and complete this _____ day of _____,
20____.

QUALIFIED EMPLOYEE VERIFIER

By: _____

Name: _____

Title: _____

ADDITIONAL CERTIFIER (if necessary)

By: _____

Name: _____

Title: _____

WV FORM

WORKER VERIFICATION CERTIFICATION – 3rd PARTY VERIFIER

WV Auditor Name: _____
WV Auditor principal place of business: _____
Business Name: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Telephone: _____
E-mail: _____
Website (if any): _____

I, the undersigned, do hereby attest and affirm that:

1. I have reviewed the Form(s) I-9 executed in connection with the individual(s) listed below and their employment with _____ (Employer).
2. As to each individual listed below, Employer has on file a Form I-9 that is free of substantive or uncorrected technical deficiencies (other than timeliness deficiencies) and that reflects that the individual is lawfully eligible to work for Employer.
3. I possess the requisite skill and knowledge to conduct an effective and meaningful compliance review of Forms I-9 and related documents.

Full Legal Name of Individual	Name of Employer
EXAMPLE ONLY	EXAMPLE ONLY
EXAMPLE ONLY	EXAMPLE ONLY

This Certification may be delivered to and relied upon by Wal-Mart Stores, Inc.
Certified by the undersigned as true, correct and complete this _____ day of _____,
20____.

Signed: _____ Name: _____

Contractor (/Subcontractor (circle one) further certifies the following:

1. As to each individual listed above, Contractor/Subcontractor has on file a Form I-9 that is free of substantive or uncorrected technical deficiencies (other than timeliness deficiencies) and that reflects that the individual is lawfully eligible to work for Contractor/Subcontractor.
2. Copies of the employment eligibility and identity documentation for individuals who were hired after the award of the Project to Contractor have been and will continue to be maintained by Contractor/Subcontractor for the life of the Contract/Subcontract.
3. Contractor/Subcontractor has reported or will report any and all Worker Verification Incidents (as defined in the Contract) to Owner/Contractor (respectively) within one (1) hour of such Worker Verification Incident.
4. Contractor/Subcontractor has not, and its Subcontractors have not been the subject of enforcement or other action by ICE within the two year period prior to the date of this certification.

5. Contractor/Subcontractor intends to and has procedures in place to ensure that it, as well as any and all of its Subcontractors are in compliance with the Worker Verification Laws and that all Workers on the Project are authorized to work in the United States.
6. None of the Contractor/Subcontractor Workers is known to Contractor/Subcontractor to be employed without lawful authorization.
7. Contractor/Subcontractor shall, and shall cause its Subcontractors to, cooperate with the WV Auditor and provide the WV Auditor with access to such documentation and personnel as may be necessary to complete any certification, review or audit.

This Certification may be delivered to and relied upon by Wal-Mart Stores, Inc.

Certified by the undersigned as true, correct and complete this _____ day of _____, 20____.

QUALIFIED EMPLOYEE VERIFIER

By: _____

Name: _____

Title: _____

ADDITIONAL CERTIFIER (if necessary)

By: _____

Name: _____

Title: _____

WV FORM

WORKER VERIFICATION AUDITOR CERTIFICATION

Facility Number: _____

Facility Location: _____

General Contractor Subject to Audit ("Contractor"): _____

Subcontractors Subject to Audit ("Subcontractors"):

(List)

The undersigned, _____, has been engaged as a Worker Verification Auditor to:

1. Review the Forms I-9 and copies of employment eligibility and identity documentation required to be maintained for Worker Verification Compliance pursuant to the Contract between _____ ("Contractor") and Wal-Mart Stores, Inc. ("Owner"), for each Worker (as defined in that Contract) of any tier and duration, on the above referenced Project, and
2. Certify whether the documentation supplied and reviewed confirm that the Contractor and Subcontractor have verified the eligibility of such Workers and are in compliance with Form I-9 requirements and all applicable immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, the Immigration and Nationality Act, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes, laws, rules and regulations thereto (collectively, the "Worker Verification Laws") as well as the Contract, and
3. Certify whether any errors or items of concern exist in the documentation reviewed which could call into question the eligibility of a Worker.

I hereby certify the following:

1. I reviewed the Forms I-9 for the individuals listed in the Worker Verification Audit Summary Sheet (which is attached hereto and incorporated herein by reference as "WV Form Audit Summary").
2. Regarding the review of Forms I-9 (and employment eligibility and identity documents where applicable) in this audit:
 - a. The total number of I-9 Forms reviewed in conjunction with this audit is _____.
 - b. The total number of individuals whose employment eligibility and identity were verified through the review of their I-9 is _____.
 - c. The total number of Forms I-9 which contained errors or items of concern which could call into question the eligibility of the Worker(s) is _____.
 - d. The total number of Worker(s) for whom employment eligibility and identity documentation which appear to be tampered with or fraudulent on their face is _____.
3. A list of the Worker(s) referred to in paragraph 2.c. and 2.d. hereinabove has been provided to Owner and to Contractor,
 - a. Who has confirmed the removal of such Worker(s) from the Project, and
 - b. The total number of such Worker(s) who have provided additional proof of eligibility which I have reviewed and whose eligibility I have confirmed through that review is _____.

4. Contractor has provided documentation evidencing payment by Contractor to all Subcontractors as of the date of this audit.
5. Contractor has provided proof of solvency for any and all bond companies for the Project.

Certified by the undersigned as true, correct and complete this _____ day of _____, 20____.

Auditor: _____

By: _____

Name: _____

Title: _____

SAFETY FORMS

Lockout - Tagout Activity Log

Warning – READ BELOW BEFORE OPENING PANEL!

This is a multi-employer worksite undergoing construction. Oversight of this panel has been delegated to the General Contractor in charge of the project and as indicated below. If you need to access this panel for any reason please coordinate with the Superintendent and Electrical Contractor. **This includes all Maintenance Contractors.**

General Contractor:

Superintendent Name:	Phone Number:
-----------------------------	---------------

Electrician Name:	Phone Number:
--------------------------	---------------

Facility Number:	Store Manager:
-------------------------	----------------

Spare Breaker Validation by GC: Before Construction begins all spare breakers must be removed and all empty breaker slots must be plugged with the proper blanks.	Superintendent Signature and Date:
--	------------------------------------

**All Lockout / Tagout activity in this panel must be documented on the form below.
To protect the safety of each worker, Do Not remove a lock unless it is your own.**

Locked Out		Lock Removed		Circuit Panel	Electrician's Name	Electrician's Phone #	Checked by Superintendent (Initials)
Date	Time	Date	Time				

Safety Lockout Tagout Pre-Construction Meeting Form

Jobsite City & State:	
Store / Club #:	
Construction Start Date:	

The following is applicable when project work occurs in facilities occupied by Walmart.
Walmart Store Management and the General Contractor shall inform each other of the applicable lockout / tagout procedures that will be utilized during the project. Walmart Store Management must provide the General Contractor with a copy of the Store Lockout / Tagout procedures used at the store and available on the WIRE. The General Contractor Superintendent must provide Store Management with copy(s) of the Lockout/Tagout procedure(s) that will be utilized on the project. Discussion / explanation of the procedures must take place during the pre-construction meeting. Visual demonstration of the devices that will be used for control of energy (locks and tags) should also occur.

It is the responsibility for the General Contractor Superintendents and Store Management to ensure their respective Workers or Associates comply with the restrictions and prohibitions of the various energy control programs. It is most important that construction workers and Walmart Associates recognize the locks and tags used, or any other method used to control other forms of energy, and understand they may not alter remove or in any way try to energize a circuit that has been locked or tagged by another employers associates/workers.

Note to Construction Manager and Store Management: Walmart Lockout Tagout Procedures are located on the WIRE at the following location: WIRE>Knowledge Center>Safety>OSHA Programs / Lockout/Tagout.

Store Management Signature	Date
-----------------------------------	-------------

General Contractor Superintendent Signature	Date
--	-------------

General Contractor must have Field Leadership (foreman) for each trade / subcontractor sign below verifying they understand the Lockout Tagout processes applicable to the job site before they begin any work on the site.

Company Name and Trade	Signature of Field Leadership (Foreman)	Date
Example: XYZ Electrical / Electricians	Art Flash	4/25/2013

Note: This Form is required by Contract Exhibit Section XXX and Compliance Spec Section XXX. Once the document is signed by both Store Management and the Superintendent a copy should be given to Store Management for their records. The Superintendent should keep the original for documenting the training given to workers and trade foremen. The final copy should be kept as part of the contract documents and must be made available to OSHA or Walmart upon request.

Safety

Competent or Qualified Person Designation Form

Jobsite City & State:

Store / Club #:

Construction Start Date:

Expected Construction Complete Date:

The person(s) below have been designated by the General Contractor as a "Competent Person" per OSHA guidelines and are now delegated the responsibility and authority for coordinating activities and operations covered by the designation(s) for which they have been deemed competent.

***A Competent Person must be listed IF the discipline or work activity occurs on the jobsite.**

Work Activity / Discipline The list of work activities that require a Competent or Qualified person includes but is not limited to:	Signature of Competent or Qualified Person (whichever is required)	Company Name
Electrical		
Fall Protection		
Scaffolds / Ladders		
Cranes		
Trenching / Excavation		
Concrete & Masonry		
Welding & Cutting		
Steel Erection		
Toxic & Hazardous Substances		
Demolition		
Health & Environmental Controls		
PPE & Life Saving Equipment		
Blasting & Explosives		
Underground Construction		

Note: This Form is required by Contract Compliance Spec Section 3.6.1.5 and must be posted on the Wall of Information in the General Contractors jobsite office.

SELECTED POLICY EXCERPTS

Hot Works Procedures

Overview

Hot Works is any activity capable of producing flames or sparks. Examples include, but are not limited to, cutting, welding, grinding, brazing, soldering (to include copper plumbing), thawing pipes and torch applied roofing.

This procedure provides the necessary guidelines to safely perform welding, cutting and any other hot works in order to maintain safe working conditions and protect the health of our associates and customers. With this in mind, all operations will implement and monitor the following Welding/Hot Works Procedures specified by OSHA 29 CFR 1910.252 and NFPA regulations.

Facility Management Responsibilities

It is the responsibility of facility management to perform the following:

- Notify contractors performing "Hot Work" of their responsibilities and provide them with a copy of this policy including the permit.
- Identify all potential hazards (flammable materials, wall material, roof materials, chemicals, packaging, material storage, etc.) with the contractor before work begins.
- Do not allow the contractor to turn off automatic sprinklers without notifying Alarm Central at 479-273-4600.
- Verify that the contractor understands the Hot Works program before completing the necessary portions of the Hot Work Permit and signing the Contractors Letter of Commitment.
- Visually inspect the area at random times while work is being conducted and after the work is completed to verify procedures are being following and no hazards are present.
- Make a final inspection of the area, complete the permit and have the Safety Team Leader keep the closed permit in their Safety binder. Refer to Appendix I for the Hot Works Permit.

In the event of a fire, refer to the Code Red tab in the Emergency Procedures Flipchart.

Contractor Responsibilities

Contractor must notify a salaried member of management of their intent to perform hot work and to request a Hot Work Permit. They must follow the procedures outlined in this program:

- The contractor (i.e., welder) and the fire watch, someone that is assigned the duty to monitor the work area for smoke, fire or hazards, must check the area for flammable conditions. All flammables, including power equipment, should be moved 50 feet from the hot work site. If merchandise cannot be moved, then a certified non-combustible or flame retardant cover must be used to protect the items. Non-combustible or flame retardant covers should be used where necessary to cover equipment, and to cover openings in the walls and floors.
- The contractor will provide a fully charged, 10lb. type ABC fire extinguisher. The extinguisher shall be at hand and available for the fire watch at all times.
- A fire watch, in addition to the person doing hot work will be present at all times. If needed, provide the fire watch a facility's two-way radio to communicate with management.
- If work is interrupted because of breaks, lunches, meetings, etc., the contractor is to contact a member of management who will inspect the area prior to the person doing hot work or fire watch leaving. The fire watch or a member of management must stay and monitor the area for 30 minutes.

- If the permit expires before the work is completed a new Hot Work Permit must be issued before work can continue. Expiration times should be calculated as realistically as possible to the actual completion time of the work.
- When the work is completed, the person doing hot work will enter the time of completion on the Hot Work Permit and will return it to facility management. The contractor is responsible to ensure all electrical connections and cables on their equipment are in good condition.

Fire Watch Responsibilities

All qualified fire watches must receive training on the proper use of a fire extinguisher and the fire watch guidelines listed in this section. A fire watch is provided by the contractor.

- Before any hot work begins, the fire watch must ensure a valid hot work permit has been issued.
 - Refer to the first bullet under the Facility Management Responsibilities section of this document.
- A Fire Watch is not to have other duties.
- All flammable materials must be moved from the area where the hot work will occur.
- Certified non-combustible or fire retardant covers must be used to shield flammable materials on each side of the area to be welded. Flammable material that cannot be moved must also be covered. The covers should also be used to cover equipment and to cover openings in the walls and floors.
- If welding/other hot work is to be done on a metal wall, partition, ceiling or roof precautions shall be taken to prevent ignition of combustibles on the other side, due to conduction or radiation of heat.
- The Fire Watch must keep a constant watch on the surrounding area as well as the area where the hot work is being performed.
- Fire Watches must keep a fire extinguisher at hand anytime hot work is being performed.
- Fire Watches must shut down any hot work whenever anything out of the ordinary occurs (e.g., severe weather announcement, fire alarm, chemical spills, etc.).
- If a fire does occur, the main responsibility of the Fire Watch is to warn and protect the person(s) performing the hot work, other people in the area and themselves from the fire. The Fire Watch may attempt to extinguish the fire.
- Any time a Fire Watch must leave the area, the work must be halted until the Fire Watch returns. The person doing hot work will monitor the area until the Fire Watch returns.
- The Fire Watch must be familiar with shutting down welding machines or oxygen-acetylene cutting equipment.
- The Fire Watch and the person doing the hot work will conduct a thorough inspection of the surrounding area after the hot work is complete to verify nothing is burning or presenting a hazard.
- The Fire Watch must not lose visual contact with the hot work area until after a sufficient cool down period has expired (30 minutes minimum). This includes stopping work for breaks, lunches, general meetings, etc. The Fire Watch must visually inspect the welding area for 30 minutes after the work has been completed.

Fire Watch Requirements - International Fire Code 901.7 Systems out of service

Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

Hot Works Procedures (Appendix I Walmart Stores Hot Work Permit Hot Permits will not be issued if sprinkler system is out of service

Permit Issues To (Contract or person doing hot work):	Date:	Time Issued:
Location of Work:		
Description of Work:		
Time Work Started:		
Time Permit Expires:		
<i>The Contractor and the Fire Watch have taken the following precautions to performing Hot Work:</i>		
<input type="checkbox"/>	Verified the sprinkler protection is in service	
<input type="checkbox"/>	Flammable and combustible materials removed 50ft (15m) from area	
<input type="checkbox"/>	Floor and wall openings within 50ft (15m) covered	
<input type="checkbox"/>	10 lb type ABC fire extinguisher located within reach of the Fire Watch	
<input type="checkbox"/>	Cutting and welding equipment in good condition	
<input type="checkbox"/>	Trained Fire Watch present	
Fire Watch Verification:		
<i>Fire Watch: "I have read and understand my responsibilities"</i>		
<i>Print Name:</i>	<i>Fire Watch Signature:</i>	<i>Date:</i>
Closing the Permit:		
<i>Time work completed:</i>	<i>Contractor's Signature:</i>	
<i>Member of Facility Mgmt inspecting the site:</i>	<i>Date:</i>	<i>Time:</i>
Have the Safety Team Leader keep the closed permit in their Safety binder. Retain the document(s) as outlined in the Retention of Records Policy (PR-03).		

Hot Work Information and Responsibilities

- It is imperative that persons conducting Contract Welding/Hot Works follow all procedures. The contractor shall understand that failure to follow procedure or produce required documents can or will terminate their contract.
- Our company strongly believes that fires caused by hot work have a significant adverse effect on our ability to do business. Because of this, we have established procedures and trained our associates to help minimize this hazard.
- As a contractor at this facility, you are a partner in our continued success in preventing losses. We encourage your suggestions on how hot work can be avoided by using alternative methods. If hot works cannot be avoided, you are expected to strictly follow our policy and procedures during all work conducted at this location.
- Facility Management at this location will assist you in following our procedures for hot work. If appropriate, management will introduce you to other workers in the area to discuss unique conditions that you should be aware of before your work begins.
- Verify that you have read and understand our company's Hot Works policy/procedures by signing in the location provided below. Thank you for helping us improve our property and protect against potential losses.

Print Name:

Sign Name:

Lockout/Tagout Procedures

Removing Equipment from Use

Procedures for Identifying Equipment Needing Servicing and/or Maintenance and Information on Lockout/Tagout Procedures

From time to time, you may encounter equipment that is broken or not working correctly. This procedure describes the steps that you should take to protect yourself and other associates from broken or malfunctioning items or equipment. In most cases, Walmart utilizes outside contractors to perform service and maintenance on equipment and most store/club associate job responsibilities do not include maintenance or servicing work. Consequently, you should not attempt to fix equipment yourself and, instead should warn other associates about malfunctioning or broken equipment by placing a Do Not Operate tag on it and notifying a salaried member of management, who will contact qualified and authorized personnel or service companies to fix the equipment.

Procedures for affixing a Do Not Operate tag are described below in section A. In addition, information intended to help you understand safety procedures that may be implemented by third party contractors engaged to service or maintain equipment, known as “Lock Out/Tag Out”, is described in section B. If necessary, you may be provided with more specific information in connection with the maintenance or servicing of equipment with which you work.

A. Procedures for Identifying Equipment in Need of Repair or Servicing

Whenever an authorized outside contractor needs to perform service or maintenance on equipment, an associate should place a “Do Not Operate” tag on the equipment to notify others that the equipment should not be operated or used until the equipment has been serviced by an authorized outside contractor:

- If the machine or equipment is operating, shut it down using the normal stopping procedures by depressing a button or toggle switch. Only attempt this if it will not put individuals in danger of being injured.
- Put your name and date on a “Do Not Operate” tag
- Attach the tag to the equipment using a tie wire or zip tie.
- Inform individuals who use the affected equipment and who work in the area that the equipment is in need of maintenance and/or service and should not be used.
- Immediately notify a salaried member of management that the equipment is in need of maintenance and/or service and complete the front portion of the Do Not Operate tag and place it on the equipment
- A member of management will turn off the disconnect switch (if any) and complete the back portion of the already in place “Do Not Operate” tag with name and date and place it on the disconnect switch. Examples of equipment with disconnect switches include the baler and compactor.
- The authorized service provider will follow their lockout/tagout procedures, as appropriate.
- Do not remove a contractor's lockout device AND use the machine only after the service is complete and all Do Not Operate tags have been removed.

B. Overview of Lock Out/Tag Out

Lock Out/Tag Out is a process that is intended to prevent accidents and injuries caused by the accidental release of hazardous energy of powered equipment or from unexpected equipment startup when performing maintenance or service. Only qualified and authorized personnel or service companies should provide service or maintenance on equipment. As noted, in most cases, Walmart utilizes outside contractors to perform service and maintenance on equipment and most store/club associate job responsibilities do not include maintenance or servicing work. In order to assure that you have a good understanding of such policies, this procedure is intended to ensure that you understand such procedures, which will assist in providing a safe workplace and complying with OSHA requirements as contained in 29 C.F.R. 1910.147.

LO/TO applies to servicing and/or maintenance work which takes place during normal operations on equipment which could injure workers due to the release of stored hazardous energy or from unexpected equipment startup. Such work is covered by this process if:

- Personnel are required to remove or bypass a guard or other safety device.
- Personnel are required to place any part of their body into an area where work is actually performed by a machine or equipment or where an associated danger zone exists.
 - **NOTE: The LO/TO process does not apply to work on cord and plug connected electric equipment, when the equipment is unplugged from the energy source and the person performing the work has complete control of the plug.**

LO/TO requires specific procedures and training for employees who perform such work (“Authorized” personnel) and also requires that workers in the area where such work is occurring (“Affected” personnel) be informed of the existence of the safeguards in order to protect the Authorized workers. Most store/club associate job responsibilities do not include maintenance or servicing work. Consequently, most associates are not Authorized personnel, as defined in OSHA's Standard on LO/TO.

Although most associates are not subject to the requirements pertaining to Authorized Personnel, Wal-Mart/Sam's Club wants to ensure that all associates, whether or not they work in an area where equipment that is subject to LO/TO procedures, understand the purpose and use of LO/TO procedures, including the requirement that no

attempts should be made to start or use machines or equipment that are locked or tagged out of service.

Definitions applicable to LO/TO

Affected Personnel - Personnel who are required to use machines or equipment on which service and/or maintenance is performed under a lockout/tagout process or who perform other job responsibilities in an area where service or maintenance is performed.

Authorized Personnel - Personnel who lock or tag out machines or equipment in order to perform service or maintenance. It is anticipated that in most cases such personnel will be outside contractors.

Capable of Being Locked Out - An energy-isolating device is considered capable of being locked out if it:

- Is designed with a hasp or other means of attachment to which a lock can be affixed.
- Has a locking mechanism built into it.
- Can be locked without dismantling, rebuilding, or replacing the energy-isolating device or permanently altering its energy control capability.

Energized - Machines and equipment are energized when they are connected to an energy source or they contain residual or stored energy. For example, a machine that is plugged in to an outlet is considered energized even if the machine is turned off.

Energy-Isolating Device - A mechanical device that physically prevents the transmission or release of energy, including, but not limited to, the following:

- Manually operated electrical circuit breaker.
- Disconnect switch.
- Manually operated switch by which the conductors of a circuit can be disconnected from all ungrounded supply conductors and, in addition, no pole can be operated independently.
- Line valve.
- Block.
- Any similar device used to block or isolate energy.
- Note: Push buttons, selector switches, and other control circuit type devices are not energy isolating devices.

Energy Source - Any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Lockout - The placement of a lockout device on an energy-isolating device, in accordance with an established procedure, ensuring that the energy-isolating device and the equipment being controlled cannot be operated until the lockout device is removed.

Lockout Device - Any device that uses positive means such as a lock, blank flanges, and bolted slip blinds to hold an energy-isolating device in a safe position to prevent the start-up of machinery or equipment.

Normal Production Operations - Use of a machine or equipment to perform its intended production function.

Servicing and/or Maintenance - Workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, maintaining, and/or servicing machines or equipment, including lubricating, cleaning, or un-jamming of machines or equipment, and making adjustments or tool changes, in situations in which personnel could be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.

Tagout - The placement of a tagout device on an energy-isolating device, in accordance with the established procedure, to indicate that the energy-isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Tagout Device - Any prominent warning device, such as a tag and a means of attachment that can be securely fastened to an energy-isolating device to indicate that the machine or equipment to which it is attached may not be operated until the tagout device is removed. Tags do not provide the same degree of protection as locks and to be

effective, must never be bypassed, ignored, or otherwise defeated.

Affected Personnel (Store/Club Associates)

Affected Personnel should understand this policy and its purpose, and should follow these guidelines:

- Never attempt to start a machine or piece of equipment that is locked out or tagged out of service.
- Never attempt to remove or alter a lock or tag that has been placed on a machine that is being serviced.
- Report to a salaried member of management if a tag is damaged, unclear, or illegible.
- Ask a salaried member of management if you have any questions about this process.

Outside Contractors

When outside contractors are involved in service and/or maintenance of our lockout/tagout covered equipment, follow these steps:

- Walmart management must obtain from the contractor its lockout/tagout procedures.
- Facility management must inform the contractor of the following:
 - Walmart store/club associates do not meet the qualifications of Authorized Personnel (except those authorized to service the Auto Care Center/TBC air compressors)
 - The contractor must utilize their own lockout/tagout equipment
 - The contractor must effectively and timely communicate with store management regarding the status of services provided, including, but limited to:
 - De-energizing and re-energizing of equipment
 - Prior notification about lockout/tagout of additional equipment as a result of the original scope of work
 - Completion of work
 - Any failure by store/club associates to comply with the contractor's lockout/tagout program
- Management should ensure that any affected associates are informed of and comply with the restrictions and controls of the contractor's lockout/tagout program.
- Walmart is not responsible for the contractor's work procedures.

Auto Care Center/TBC

Authorized Personnel must use the lockout/tagout process whenever service, maintenance, and/or repairs are performed on a machine and injury could occur as a result of unexpected startup of or release of energy from the machine. In most cases, associates will place an Do Not Operate tag on equipment until repairs can be made and an outside contractor will repair the equipment, including, when needed, the use of LO/TO procedures while performing service and/or maintenance. In a few instances associates may act as Authorized Personnel. This section describes the situations and procedures to be used in such instances.

When to Use Lockout/Tagout (Authorized Personnel Only)

- Auto Care Center/TBC Air Compressor Periodic Oil Change Maintenance: Auto Care Center/TBC Associates should follow the lockout/tagout procedures in the Auto Care Center/TBC Air Compressor LOTO SOP. (insert link on the Wire)

Lockout/Tagout Procedures (Authorized Personnel Only)

Authorized Personnel who are going to perform service and/or maintenance on equipment should follow these steps to lockout or tagout equipment (Note: the specific procedures (SOPs) for the machine or equipment should be consulted):

- If the machine or equipment is operating, shut it down using the normal stopping procedures by depressing a button or toggle switch. Only attempt this if it will not put individuals in danger of being injured.

- Shut off the main electrical breaker switch, valve, or other energy isolating devices. Verify that facility management has been informed of the lockout/tagout procedure specific to the machine.
- Place a lock or other energy isolation device on the electrical box or valve with a printed name and dated "Do Not Operate" tag. This prevents accidental startup.
- "Bleed down", reposition, or block the energy when preparing to lockout equipment or machinery that may have stored energy such as vehicle lifts, hydraulic systems, and air, gas, steam, or water pressure.
- Conduct a lockout assurance test. Ensure there is no one near the equipment; attempt to start the equipment to ensure it is not operational. Remember to turn the switch or button to the "off" position after the test and before performing service or maintenance.

Lockout/Tagout Device Removal (Authorized Personnel Only)

To re-energize equipment after service and/or maintenance is completed, do the following:

- Before the lockout device is removed, make sure the work area is clear of tools and other items used during the repair and that all equipment components are operationally intact.
- Make sure individuals maintain a safe distance from equipment that is to be re-energized.
- The lockout/tagout device shall be removed by the individual who applied it.
- Notify affected individuals that the lockout device has been removed.

Group Lockout/Tagout Procedures (Authorized Personnel Only)

When service and/or maintenance are performed by several individuals or other groups, proper lockout procedures must be coordinated to maintain continuity of the lockout procedure.

- Each individual working on the equipment needs to have his/her own lock.
- Use a hasp if the energy isolation device cannot handle multiple locks.
- The primary responsibility is assigned to an authorized individual who maintains control of the lockout process, so their lock is the last to be removed. This individual must be aware of the work activities and exposure of each group member.

When there is a change in work shifts, do the following:

- Incoming individuals must place a lockout device on the equipment.
- Incoming individuals receive a status report on the repair or maintenance progress of the equipment prior to the removal of the outgoing individual's lockout device.
- Utilize the hasp for multiple locks in the event several individuals are working on the same equipment.

Group Lockout/Tagout Removal (Authorized Personnel Only)

There may be occasions when the individual who applied a lockout or tagout device is not present to remove it. If this occurs, have a salaried member of management follow this procedure:

- Verify that the individual who applied the lock(s) is not in the facility.
- Verify that no work is being performed on the equipment and that removal is safe before removing the lock or tag.
- Contact the individual whose lock(s)/tag(s) was removed before he/she returns to work to ensure the individual is aware that the lock/tag was removed before the individual starts his/her shift.

Lockout/Tagout Kit

The following items are located in the lockout/tagout kit:

- Do Not Operate tags and cable ties
- Circuit Breaker Lockout device (For Auto Care Center/TBC only E-fixtures order number 100552727)

Periodic Inspections

- On an annual basis a salaried member of management who is also an authorized associate will observe each authorized associate perform the lockout/tagout procedures for the Auto Care Center/TBC Air Compressor at their facility.
- These inspections are performed to ensure that authorized associates are performing the lockout/tagout procedures properly.

The salaried member of management shall certify that the annual periodic inspections have been performed. The certification shall identify the machine or equipment on which the energy control procedure was utilized, the date of the inspection, the employees included in the inspection, and the name of the member of management that completed the inspection.

Only properly trained and authorized associates may perform lockout/tagout.

Last Modified: January 13, 2014