

**WSP USA INC. SUBCONTRACT
STANDARD TERMS AND CONDITIONS**

ARTICLE 1: PRIME AGREEMENT TERMS AND CONDITIONS

Except as noted below, or where in their application the context clearly requires otherwise, all the terms and conditions of the Prime Agreement, including all exhibits and amendments thereto and other documents incorporated by reference therein, that pertain to the subcontracted services or to the Subcontractor, or that by their express terms are required to be incorporated into each subcontract (the "Prime Agreement Terms and Conditions") are by this reference incorporated herein and made a part hereof for all purposes. With regard to the services to be performed by it, Subcontractor assumes toward WSP all of the obligations and responsibilities that WSP assumes toward the Client under the Prime Agreement Terms and Conditions, and Subcontractor shall be bound by all of the Prime Agreement Terms and Conditions to the same extent as WSP is bound thereby. In the event of any conflicts or ambiguities between or among provisions of this Subcontract, or between this Subcontract and the Prime Agreement Terms and Conditions, with the exception of the following (a) through (c), the provision that imposes the more stringent requirement on Subcontractor shall take precedence: (a) all Federally-mandated terms shall control over any conflicting provision; (b) the limits of insurance stipulated in Article 12, Insurance, shall control unless the Prime Agreement establishes higher mandatory minimum limits for subcontractors; and (c) the terms of Article 16, Work Product, shall control over any conflicting provision.

Subcontractor shall include in all lower-tier subcontracts those provisions of the Prime Agreement Terms and Conditions that are required to be so included, and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts. Subcontractor shall require each lower-tier subcontractor to make such disclosures and execute such attestations as may be required under the Prime Agreement Terms and Conditions, including but not limited to those required by state or federal statute associated with source of funding. The requirements of this paragraph are material, and failure to comply with its terms shall be cause for termination for cause. Subcontractor shall furnish any lower-tier subcontract to WSP upon request.

ARTICLE 2: SCOPE OF SERVICES; UNAUTHORIZED AND EXTRA WORK

a. Services. Subcontractor shall perform, consistent with the standard of care stipulated herein and other terms and conditions of this Subcontract, those services set forth in the Subcontract (the "Services"). Subcontractor shall not subcontract any portion of the performance contemplated herein without the prior written consent of WSP. Unless prohibited by law or regulation, Subcontractor shall not communicate with Client regarding Project matters without WSP's prior written consent. If Subcontractor is contacted directly by Client, Subcontractor shall not respond but immediately notify WSP.

b. Unauthorized and Extra Work. Subcontractor shall not proceed with performance of any Services or incur any costs, or be entitled to compensation or reimbursement for any Services performed or costs incurred, prior to the full and proper execution of this Subcontract and issuance of Notice to Proceed ("NTP"). Subcontractor shall not proceed with performance of any work in addition to that stipulated in the Subcontract ("Extra Work"), or be entitled to compensation therefor, or to reimbursement for costs incurred in connection therewith, prior to full and proper execution of a Subcontract amendment signed by both parties describing the work to be performed, the schedule for performance, and the compensation to be paid.

ARTICLE 3: COMPENSATION (determined by project)

ARTICLE 4: INVOICES; PAYMENT

a. Invoices. Subcontractor shall submit its invoice to WSP, together with such information and supporting documentation as may be required under the Prime Agreement Terms and Conditions, or as WSP may require. Invoices are processed on the 5th day of the month for Services performed, and if applicable, costs incurred and booked, during the immediately preceding month (the "submittal deadline"). Any invoice delivered to WSP after the submittal deadline will be processed with the next succeeding invoice period submittals.

US Non-Resident Subcontractors must indicate on all invoices the country in which the Services are performed. If any Services under this Subcontract are performed within the United States of America by the US Non-Resident Subcontractor (whose remittance address is not within the United States of America), the Subcontractor will be required to provide WSP with a properly-completed Form W-8BEN so that a lower

treaty withholding tax rate can be applied to payments for Services, if applicable. If a properly completed Form W-8BEN is not received, WSP will withhold at the highest applicable tax rate under the Internal Revenue Code (currently 30%) and remit the tax to the Internal Revenue Service. In any instance where WSP withholds tax, WSP will provide Subcontractor with Form 1042S reporting the amount of tax withheld.

b. Payment. Contingent upon Subcontractor's timely submittal of a proper invoice and supporting documentation, if required, WSP will pay those undisputed amounts due and owing within 10 days of the date of payment by Client to WSP for the Services covered by the invoice, less any amounts WSP may be authorized or required to withhold or deduct under the terms of this Subcontract, applicable law, or court order. In the event of non-payment by Client, both parties shall cooperate in seeking payment from Client. Notwithstanding anything to the contrary herein, WSP's payment of fees and any expenses that are reimbursable pursuant to this Subcontract shall be deemed waived by Subcontractor if Subcontractor fails to invoice WSP for such fees or reimbursable expenses within 90 days from the date Services are completed.

c. Right to Withhold. It is expressly agreed that WSP shall be entitled to withhold payment pending correction of non-conforming Services and, unless prohibited under the Prime Agreement, other performance deficiencies, including but not limited to failure to comply with Articles 5(b), 6, 7, 8, 9, 10, 11, 12, 13(b), 16, 17, 18, 19, 21 and 23. WSP shall also be entitled to withhold retainage in the same percentages and subject to the same conditions as WSP may be subject to under the Prime Agreement.

d. Obligation to Reimburse; Right to Deduct. Subcontractor shall immediately repay to WSP upon demand any overpayments, including but not limited to compensation disallowed as a result of an audit. Alternatively, WSP may elect to deduct overpayment amounts from monies due or to become due under this Subcontract. Failure to timely reimburse WSP for overpayments shall constitute a material default, regardless of overpayment amount.

ARTICLE 5: TERM OF AGREEMENT; PERFORMANCE SCHEDULE; DELAYS

a. Term. The term of this Subcontract shall be for a period commencing with the effective date hereof and ending on the earlier of: (1) the date the Services have been satisfactorily completed, as determined and acknowledged by WSP in writing, and final payment has been made; (2) the date stated in any Notice of Termination issued by WSP pursuant to Article 14; or (3) the date the Prime Agreement is terminated.

b. Performance Schedule. Time is of the essence in Subcontractor's performance of the Services under this Subcontract, and Subcontractor shall promptly commence performance of the Services on the effective date of this Subcontract unless otherwise instructed by WSP in writing, and complete them in accordance with the performance schedule established in the Subcontract.

c. Delays. Subcontractor shall promptly notify WSP in writing of any event or condition impacting Subcontractor's ability to meet its performance schedule, together with the steps contemplated or taken by Subcontractor to mitigate the effect of such delay.

Delays caused by *force majeure* events such as war, terrorist activities, civil insurrection, riot, acts of public authority, strike, embargo, explosion, fire, earthquake, flood, hurricane and other like catastrophic events, shall be excusable to the extent they could not reasonably be anticipated, mitigated, or avoided by Subcontractor, and did not result in whole or in part from Subcontractor's fault or neglect.

Notwithstanding the foregoing, Subcontractor shall be entitled to only such relief, whether additional time or compensation, as WSP obtains from Client for such delays.

ARTICLE 6: STANDARD OF CARE; QUALIFICATIONS AND LICENSES; KEY PERSONNEL

a. Standard of Care. Subcontractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances in the locale where the Project is located. The parties acknowledge that neither WSP's review, approval, acceptance, nor payment for the Services is intended, nor shall it, constitute a waiver, release, or discharge of Subcontractor's responsibility for the proper performance of the Services or liability for defects in same, or an assumption by WSP of such responsibility or liability.

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b. Qualifications and Licenses. All Subcontractor personnel shall be duly qualified and competent to perform the work undertaken, and Subcontractor represents that all personnel performing Services or conducting activities in furtherance of this Subcontract shall be properly qualified and competent, and that personnel performing services or conducting activities for which a license or certification is required under local, state, or federal regulations shall be duly licensed and/or certified. All licenses and certifications shall be current at the time the work is performed.

c. Key Personnel. Subcontractor key personnel, if any, are designated in the Subcontract for this Project. Subcontractor's key personnel shall not be replaced without WSP's or Client's prior written consent. In the event such individual becomes unavailable due to separation from employment with Subcontractor, long-term illness/disability, or death, WSP may elect to terminate this Subcontract or allow Subcontractor to nominate a replacement with equivalent qualifications for WSP's approval, which shall not be unreasonably withheld. In the event Subcontractor fails to provide a suitable replacement, WSP shall have the right to terminate this Subcontract.

ARTICLE 7: INDEPENDENT CONTRACTOR

The parties affirm that Subcontractor is an independent contractor under subcontract to WSP, and is not in a joint venture, partnership, agent-principal or employer-employee relationship with WSP. Subcontractor shall, at its own expense, provide all equipment, materials, labor, services, and personnel required to perform the Services. Subcontractor, consistent with its status as an independent contractor, shall maintain complete control and direction over and responsibility for its employees, lower-tier subcontractors, and agents, and shall be solely responsible for the means, methods, sequences and techniques for carrying out the Services, and for the safety of its employees, subcontractors, agents and invitees. Subcontractor affirms that it shall not represent itself to be an agent of WSP or Client, or as having any authority to bind WSP or Client, and further affirms that it shall instruct its personnel that they are not, and are prohibited from representing themselves to be, officers, agents, or employees of WSP or Client, and have no authority to bind WSP or Client.

ARTICLE 8: CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

Unless required by law or Court order to do so, or unless prior written authorization is received from WSP or the Client, Subcontractor shall not disclose Confidential Information to anyone other than WSP, the Client, or such other entities as WSP or the Client may direct in writing. For purposes of this Article, "Confidential Information" shall mean (1) information designated as confidential in the Prime Agreement or a Prime Agreement task order; (2) data, information, processes, or documents provided to Subcontractor by or on behalf of WSP or the Client for use in performing the Subcontract; (3) Work Product, as that term has been defined in Article 16; (4) other information generated by Subcontractor in the course of performing this Subcontract that has been designated as confidential in the scope, NTP, or other directive authorizing the work; and (5) this Subcontract. Nor shall Subcontractor use such Confidential Information for any purpose other than the performance of Services under this Subcontract. Subcontractor shall instruct its employees and lower-tier subcontractors to comply with the terms of this Article, and shall obtain from its lower-tier subcontractors equivalent agreements to withhold and protect from disclosure all Confidential Information covered under this Article.

Confidential Information does not include information that:

- a. is already known by or generally available to the public at large; or
- b. is already in the possession of Subcontractor without confidentiality restrictions; or
- c. becomes known to Subcontractor from a source other than WSP or the Client, and not subject to an obligation of confidentiality; or
- d. was already independently developed by Subcontractor.

As provided under Public Law 114-153 Defend Trade Secrets Act of 2016 (DTSA), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret under the circumstances and by means provided by the DTSA. Such disclosures include those (a) made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, and (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law

may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

Subcontractor shall instruct its employees to comply in all respects with the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontracts and shall require all lower-tier subcontractors to comply with its terms for the duration of their respective subcontracts.

ARTICLE 9: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY; EMPLOYMENT ELIGIBILITY; ETHICS; DISADVANTAGED BUSINESS ENTERPRISES

a. Non-Discrimination and Equal Employment Opportunity. During the performance of this Subcontract, unless exempt under the terms of the applicable regulation, Subcontractor shall comply with the requirements of Executive Order 11246 (Equal Employment Opportunity), as amended, Section 503 of the Rehabilitation Act of 1973, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, implementing regulations 41 CFR §§ 60-1.4(a), 60-250.5, 60-300.5(a), and 60-741.5(a), and Executive Order 13496 (Employee Rights under NLRA), the terms of which are incorporated herein by reference. Subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age (40+), marital status, public assistance status, or status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran. Such prohibited actions include but are not limited to discrimination in employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, fringe benefits, leaves, and the selection for training, including apprenticeship. Unless exempt, Subcontractor shall take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin, and to employ and advance in employment qualified protected veteran and individuals with disabilities. Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this non-discrimination Article.

In the event the Project is funded in whole or in part by the US Department of Transportation (USDOT) and Subcontractor is not exempt, Subcontractor shall also comply in all respects with USDOT regulations implementing Title VI Section 601, including but not limited to 49 CFR Part 21. Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in its selection and retention of lower-tier subcontractors, and shall comply in all respects with the provisions of USDOT Order No. 1050.2A Appendices A and E, Nondiscrimination Assurances.

Subcontractor shall include this subsection (a) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms. Failure by Subcontractor to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as WSP deems appropriate.

b. Employment Eligibility Verification (E-Verify). Subcontractor shall comply with the requirements of Executive Order 13465 in verifying employment eligibility. Subcontractor shall include this subsection (b) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms.

c. Business Ethics; Code of Conduct and Policies; Anti-Corruption Laws. Subcontractor shall conduct itself in accordance with ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption, as well as the [WSP Third Party Code of Conduct](#) and related policies. Subcontractor undertakes that it (including its officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise, or authorize payment of any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with Subcontractor, the Services, or the Project. For purposes of this provision, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of government; any department, agency, or entity that is wholly owned or controlled by the government; any international public organization; any recognized political party; any candidate for political

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office; or (ii) in the case of private-sector work, the Project owner or any other private client. Subcontractor shall execute the certifications deemed necessary by WSP, and provide the executed originals to WSP. Subcontractor shall require that each of its lower-tier subcontractors execute and return same to Subcontractor upon execution.

WSP shall have the right to audit Subcontractor's business standards, procedures and controls used to meet the obligations set out in this Subpart (c) to ensure compliance. WSP shall further have the right to investigate any breach or alleged of breach of this Subpart (c). Any breach shall, in addition to any other rights or remedies available to WSP, entitle WSP to terminate this Subcontract and/or any other agreement or relationship it may have with Subcontractor or its agents, affiliates, subsidiaries, with cause and without advance notice.

d. Disadvantaged Business Enterprises. Subcontractor shall fully cooperate with WSP in meeting WSP's commitments and goals, if any, with regard to the maximum utilization of disadvantaged business enterprises, minority business enterprises, small business enterprises, women-owned business enterprises, emerging business enterprises, and historically underutilized businesses (collectively, "DBEs"), and Subcontractor, if requested in writing by WSP, shall provide the maximum practicable opportunity for DBEs to compete for any lower-tier subcontracts available pursuant to this Subcontract.

If Subcontractor is a DBE, upon written request by WSP Subcontractor shall provide certificates or other acceptable testament to its DBE status. Subcontractor shall immediately notify WSP of any change to Subcontractor's DBE certification status. Subcontractor shall also promptly provide attesting documentation when requested by WSP that proves that all lower-tier DBEs have received the revenue paid to Subcontractor by WSP on behalf of the DBEs for services provided pursuant to the provisions of this Subcontract.

Subcontractor shall comply with all record-keeping and reporting requirements established under applicable law or the Prime Agreement.

ARTICLE 10: INDEMNIFICATION

To the maximum extent permitted by law, Subcontractor shall indemnify, defend and hold harmless WSP, Client, and any other entities or persons WSP is required to indemnify under the terms of the Prime Agreement (the foregoing parties referred to as "Indemnified Parties") and each of their respective successors, assigns, officers, agents, servants and employees, from and against any and all claims, suits, actions, judgments, orders, demands, losses, damages, and liability of whatsoever nature, and reasonable costs and expenses, including but not limited to (1) administrative or statutory assessments, sanctions, fines, penalties, and (2) reasonable attorneys' fees, witness fees, costs of discovery and investigation, and court costs, whether incurred in relation to administrative, pre-trial, trial, post-trial, or appellate proceedings; caused by, resulting from, arising out of, or alleging: (a) Subcontractor's breach of this Subcontract; (b) the negligent acts, errors, or omissions, or the intentional, willful, or reckless misconduct or gross negligence of Subcontractor, its officers, employees, servants, agents, lower-tier subcontractors or representatives in the performance of this Subcontract; (c) Subcontractor's infringement of patents or copyrights, or unauthorized disclosure of trade secrets; (d) Subcontractor's or its lower-tier subcontractors' violation of applicable codes and regulations, including but not limited to laws relating to pricing, health and safety, compensation and conditions of employment, and payment of subcontractors, vendors, and materialmen; (e) Subcontractor's or its lower-tier subcontractors' use or operation of equipment, including equipment owned, borrowed, rented, or leased by Client, WSP, or any other entity engaged on the Project; (f) liens of any kind against funds or against real property where the Services are performed, arising out of Subcontractor's employees, lower-tier subcontractors, suppliers, or other creditor claims, and upon the completion of the Services; or (g) any adverse audit findings pertaining to Subcontractor or Subcontractor's lower-tier subcontractors.

Subcontractor shall also indemnify, defend and hold WSP harmless from (a) claims against WSP asserted by Subcontractor's or its lower-tier subcontractors' employees or by other personnel engaged by Subcontractor or its lower-tier subcontractors to perform Services, for wages, salaries, bonuses, or any other form of compensation associated with an employer/employee relationship, or for benefits, including but not limited to health, disability, medical, vacation, retirement, sick leave, training and counseling; and (b) costs, fines, penalties, and assessments imposed by state or federal tax authorities in relation to

payroll or employment taxes and contributions, or social security and state and federal income taxes associated with workers Subcontractor provides to perform Services.

Notwithstanding any other provision to the contrary, in the event litigation is instituted by WSP to enforce the provisions of this Article or any other indemnification obligation owed to WSP under the terms of this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

The indemnification afforded under this Article shall not be limited in any manner whatsoever by insurance required under this Subcontract or the Prime Agreement, or by any other insurance carried by Subcontractor, WSP, or the Client. Nor shall the terms of this indemnification provision operate to limit or modify any of the insurance required hereunder, or the scope or terms of such coverage. Nothing herein is intended to require Subcontractor to indemnify WSP from liability for WSP's negligence, intentional, willful, or reckless misconduct, or gross negligence.

ARTICLE 11: PROMPT PAYMENT OBLIGATIONS; RELEASE OF LIENS AND CLAIMS

Subcontractor shall promptly pay for all services, labor, equipment, and materials furnished in performing the Services hereunder. WSP may at any time require Subcontractor to submit lien releases satisfactory to WSP and Client evidencing payment and release of claims for payment. Upon evidence of unpaid undisputed claims for payment, WSP may pay and discharge same and deduct the amount paid, together with reasonably incurred costs and attorneys' fees, from compensation due or to become due to Subcontractor hereunder. Acceptance of final payment by Subcontractor shall operate as a full and final release of Client and WSP, its affiliates, successors, and assigns, from liability for any and all claims by Subcontractor, its affiliates, successors, and assigns, for additional compensation or payment for Services rendered, costs incurred, or work performed by Subcontractor under this Subcontract.

ARTICLE 12: INSURANCE

Minimum requirements include the following, as applicable, unless higher limits or other types of insurance are required under the Prime Agreement.

a. Coverage. Subcontractor shall maintain at its own cost and expense for the duration of this Subcontract the following insurance coverages issued by companies with an AM Best rating of A VIII or better, authorized to transact business in the state of the Client, and otherwise acceptable to WSP and Client.

(1) Workers' Compensation and Employer's Liability Insurance *(Required unless Subcontractor is exempt under applicable state law.)*

Coverage to include all statutory workers' compensation benefits to the employees of Subcontractor who may sustain work-related injury, death or disease, and coverage, if applicable, commensurate with the requirements of the U.S. Longshore and Harbor Workers' Compensation Act (USL&H) or any other maritime law or similar act (e.g., Outer Continental Shelf Lands Act (OCSLA), Jones Act, Federal Employers Liability Act (FELA)). Employer's Liability coverage with a limit of not less than \$1,000,000 each accident/disease shall also be maintained. The required insurance must be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

(2) Commercial General Liability ("CGL") Insurance, including contractual liability coverage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate

Coverage to include premises, operations, independent contractors, products and completed operations, and broad-form contractual, personal injury, advertising injury, and property damage, and XCU (explosion, collapse and underground) perils, and shall contain a severability of interests provision or cross liability clause. Contractual liability shall not contain limiting endorsements, such as CG 21 39 or CG 24 26. If Subcontractor's work will be performed in a railroad right of way, the policy shall be endorsed to include coverage for work performed within 50 feet of a railroad. The endorsement shall be written on form CG 24 17. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds for both ongoing and completed operations, and on a primary and non-contributory basis. Such insurance shall also be endorsed to include

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- a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.
- (3) Business Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each accident
Policy must be written on an "any auto" basis unless Subcontractor owns no vehicles; in such case, Subcontractor shall carry business automobile liability insurance covering non-owned and hired vehicles. In the event Subcontractor utilizes off-road/all-terrain vehicles in performance of the Services, such insurance shall be endorsed to include off-road and ATVs. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.
- (4) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate
Coverage to include Subcontractor's legal liability for damages arising out of Subcontractor's negligent performance of professional services pursuant to this Subcontract or relating to the Project.
- (4) Property Insurance
Subcontractor and all lower-tier subcontractors shall maintain insurance on their owned, leased, rented or borrowed equipment, tools, machinery and materials. Subcontractor is responsible for any and all damage to their owned, leased, rented or borrowed equipment, tools, machinery and materials. Subcontractor waives all rights of subrogation and shall cause its insurers to waive their rights of subrogation against WSP, Client, and their respective officers, directors, agents and employees for loss or damage to Subcontractor's owned, leased, rented or borrowed equipment, tools, machinery and material.
- (6) Valuable Papers Insurance with limits of not less than \$100,000 per occurrence
Coverage to provide for replacement or restoration of documents and data acquired or prepared by or for Subcontractor in its performance of this Subcontract or relating to the Project, including but not limited to plans, drawings, specifications, field notes, and electronic data and media, in the event of their damage, loss, or destruction.
- (7) If Subcontractor's Services involve disturbance of earth, demolition or storage/transmittal of hazardous or potentially hazardous materials, Subcontractor shall obtain Pollution Liability Insurance with limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.
Policy to cover losses caused by pollution conditions that arise from Subcontractor's operations including on-site, off-site and in-transit exposures, and loading and unloading. Coverage to include bodily injury, personal injury, sickness, disease sustained by any person, including death; property damage or destruction, including loss of use; clean-up costs; property damage including loss of use of damaged property or property not physically injured or destroyed, including diminution of value and Natural Resources damages; defense costs including costs, charges and expenses incurred in investigation, adjustment or defense of claims; and broad-form contractual liability coverage. Contractual liability shall not contain limiting endorsements. The policy must be endorsed to include WSP and Client, their successors and assigns, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation with respect to physical damage in favor of in favor of WSP and Client, unless prohibited under applicable state law.
- (8) If Subcontractor's Services involve the use of aircraft or an Unmanned Aircraft System (UAS), Subcontractor shall obtain Aircraft Liability Insurance with limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate
Coverage to include all owned, hired, and non-owned aircraft to be used in performance of Services or the conduct of activities under this Subcontract. If Unmanned Aircraft Systems (UAS) are to be used, the policy shall be endorsed to include use of UAS, with a minimum \$2,000,000 coverage limit. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. Such insurance shall also be endorsed to
- include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.
- (9) If Subcontractor's Services involve the use of marine vessels, Subcontractor shall obtain Marine Protection and Indemnity (P&I) Insurance with limits of not less than \$1,000,000 and \$1,000,000 annual aggregate; and Hull Insurance with limits sufficient to cover the loss
Coverage to include all marine vessels to be used in performance of Services or the conduct of activities under this Subcontract. The P&I and Hull Insurance policies must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. The policies shall also be endorsed to provide a waiver of subrogation in favor of WSP and Client.
- (10) If Subcontractor's Services involve working on or with Client network, Subcontractor shall obtain Cyber and Privacy Risk Insurance with limits of not less than \$1,000,000 per occurrence
Policy to include coverage for (a) technology errors and omissions; (b) media liability including infringement of intellectual property, copyright/trademark infringement and libel and slander; (c) network security, including physical theft or physical loss, denial of access, unauthorized access, introduction of unauthorized software or transmission of virus or malicious code, theft, destruction, modification, corruption, damage to, or deletion of data, cyber extortion and business interruption; and (d) privacy, including data exposed by hacker, lost device, rogue employee, and physical records. The policy shall provide coverage for breach response costs including forensic investigation, notification costs, lost profits and extra costs incurred during network interruption, data restoration/recreation costs, defense costs, and regulatory fines and penalties. Policy shall be written to include coverage for third party privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third party corporate and/or personally identifiable information in the insured's care, custody or control. WSP and Client, and their respective officers, directors, agents, and employees, must be named as additional insureds. Such insurance shall include a waiver of subrogation in favor of WSP and Client.
- (11) Umbrella/Excess Liability Insurance with limits of not less than \$1,000,000 per occurrence and annual aggregate
Policy must be written to sit excess of the limits of insurance provided by the Employer's Liability, Commercial General Liability, Business Automobile Liability, and if applicable, Pollution, Aircraft Liability and Marine Protective and Indemnity insurance policies. The policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The policy must follow form with the underlying policies. The policy must be endorsed to include WSP and Client, and their respective officers, directors, agents, and employees, as additional insureds, on a primary and non-contributory basis. Such insurance shall also be endorsed to include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

Neither WSP nor Client shall be liable for any deductibles on additional insured coverage, and any coverage maintained by WSP and Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to WSP, Client and their respective officers, directors, agents, and employees.

All insurance policies, with the exception of professional liability, must be written on an "occurrence" basis. Professional Liability Insurance shall be written on a "claims made" basis, and shall be renewed annually and maintained for at least three (3) years after termination or expiration of this Subcontract, or for the duration required of WSP under the Prime Agreement, whichever is longer, with coverage retroactive to the Subcontract inception date. Subcontractor shall provide 30 days' prior written notice of cancellation to certificate holder (10 days' prior written notice for failure to pay premium). Such notice of cancellation must be provided to WSP via the following address: WSP USA Inc., Attn: Risk Management, 4139 Oregon Pike, Ephrata, PA 17522-9550.

b. Certificates and Endorsements. Prior to commencing performance of any Services or entering onto the Project site or other field locations, Subcontractor shall furnish WSP with certificates of insurance

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evidencing the minimum required insurance coverage limits. Subcontractor shall also provide WSP with endorsements evidencing the additional insured and waiver of subrogation requirements. Certificates and endorsements shall be provided annually, at least 15 days prior to policy expiration, evidencing policy renewal or extension. Within 10 days of receipt of notice of cancellation, reduction in coverage, or non-renewal, Subcontractor shall provide WSP with certificates evidencing replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limits and furnish WSP with a certificate satisfactory to WSP showing compliance with this provision.

Subcontractor shall deliver the certificates of insurance and endorsements, each referencing the WSP Project name and number, to: (1) WSP project management at the address for notice stipulated in Article 20; (2) WSP project administration; and (3) WSP USA Inc. at:

E-mail: wspsubcontracting@wsp.com (preferred method); or
Mail: WSP USA Inc. Certificate Tracking, 4139 Oregon Pike, Ephrata, PA 17522-9550.

Certificate holder should read as follows: *WSP USA Inc., 4139 Oregon Pike, Ephrata, PA 17522-9550.*

Failure of WSP to demand certificates, endorsements, or other evidence of full compliance with these insurance requirements, or failure of WSP to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

c. Notice of Claims. Subcontractor shall provide WSP with prompt and timely notice of claims made or suits instituted that arise out of or result from Subcontractor's performance of this Subcontract, and that involve, or may involve coverage under, any of the required liability policies.

d. Lower-Tier Subcontractors. Subcontractor shall require that each of its subcontractors, if any, have in place the insurance required herein, with the coverages and limits required herein, and provide Subcontractor with certificates of insurance and endorsements evidencing such coverage prior to commencement of subcontracted work. Subcontractor shall require that all lower-tier subcontractor CGL, automobile, and (if required) pollution, aircraft, marine, and umbrella/excess liability policies, be endorsed to include WSP and Client as additional insureds, and provide for a waiver of subrogation in favor of WSP and Client.

ARTICLE 13: SUSPENSION OF SERVICES

a. For Reasons other than Subcontractor's Fault. WSP may, at any time, and with or without cause, suspend performance of the Services or any portion thereof for a period of up to 90 days by notice in writing to Subcontractor, and Subcontractor shall resume its Services promptly after being notified by WSP to do so. Subcontractor may be allowed an increase in fee or extension of time, or both, provided same is granted by Client. WSP may immediately suspend Subcontractor's performance at the Project site or other field location upon discovery of any unsafe working conditions.

b. For Cause. WSP may immediately suspend performance of the Services or any portion thereof, for Subcontractor's violation of any safety rules, regulations, or requirements; for code violations; for Subcontractor's failure to obtain or comply with the terms of any permits, orders, or required licenses or authorizations; upon discovery of any unsafe working conditions created by Subcontractor; upon lapse in required insurance; or for failure of Subcontractor to implement or follow the required quality program. In such case, Subcontractor shall immediately cure the violation or remedy the unsafe working condition, and shall not resume performance until such cure is complete. Failure to do so shall constitute a material default.

ARTICLE 14: TERMINATION

Unless otherwise stipulated by law, WSP may terminate this Subcontract, in whole or in part, for cause, upon seven (7) days' written notice of default and Subcontractor's failure to cure within the stipulated cure period. WSP may terminate this Subcontract, in whole or in part, for its convenience, upon 10 days' written notice. Termination of DBE will be in accordance with 49 CFR Part 26 or applicable policy.

In the event of termination for cause, Subcontractor shall be entitled to compensation for the value of all Services performed in accordance with

contract requirements up to the effective date of termination, less allowable deductions, which include, but are not limited to, all costs in excess of the compensation established in Article 3 reasonably incurred by WSP to complete the Services. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

In the event of termination for WSP's convenience and without default on the part of Subcontractor, Subcontractor shall be entitled to compensation for all Services performed in accordance with contract requirements up to the effective date of termination, less allowable deductions. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

Upon receipt of notice of termination, Subcontractor shall discontinue the Services unless otherwise directed and deliver to WSP all Work Product. In the event of termination, WSP shall have the right to conduct a financial audit, as well as a performance audit to ascertain the quality, timeliness, and compensability of Subcontractor's Services. If, after issuance of notice of termination for cause, it is determined for any reason that Subcontractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience.

ARTICLE 15: REMEDIES

In the event Subcontractor is in default of any term of this Subcontract, WSP will promptly notify Subcontractor of the default and, unless prohibited under the Prime Agreement or applicable law, shall be entitled to withhold payment until the default is corrected. If Subcontractor fails to timely perform Services, or fails to perform Services in accordance with contract requirements ("Performance Deficiencies"), WSP may, in its sole discretion, elect to either (a) require Subcontractor to correct the designated Performance Deficiencies within the period stipulated in the notice, without additional compensation; or (b) correct the deficiencies itself or through other means and deduct from Subcontractor's compensation all costs reasonably incurred by reason of such default. If Subcontractor's remaining compensation is not sufficient to reimburse WSP for such costs, Subcontractor shall reimburse WSP promptly upon demand. These remedies shall be in addition to all other remedies available to WSP herein or otherwise at law or in equity, and all rights and remedies shall be cumulative.

Remedies in a breach of contract action by either party hereto shall be limited to actual damages resulting from the breach, and neither party hereto shall be entitled to recover from the other for breach of this Subcontract incidental, nominal, special, indirect, exemplary, or consequential damages, including but not limited to lost profits and lost opportunity, or damages that in their nature or amount constitute a penalty. Notwithstanding the foregoing, nothing herein is intended, nor shall it, limit WSP's right to seek, recover, and recoup from Subcontractor those types of damages, of whatever nature, as WSP may be held accountable to the Client under the terms of the Prime Agreement, or to third parties, that were caused by or attributable to Subcontractor, its agents, servants, or employees, or for which Subcontractor is otherwise legally responsible.

Neither the pendency of a dispute nor consideration of claims by WSP pertaining to this Subcontract shall excuse Subcontractor from full and timely performance in accordance with the terms hereof.

ARTICLE 16: WORK PRODUCT

a. Definition of Work Product. All drawings, plans, designs, specifications, photographs, models, schematics, surveys, maps, reports, studies, analyses, estimates, minutes, diaries, field notes, training manuals and materials, data bases, electronic files, file formats, templates, procedures, scripts, links, specifically-created key commands, source code documentation, software programs, calculations, summaries and other compilations of information to be developed, produced, or provided by Subcontractor as part of the Services, including but not limited to all deliverables identified herein, whether completed or in process, and all supporting documents and data, whether in hard copy or electronic or digital format or capable of being converted to such format, constitute "Work Product."

b. Rights in Work Product. Work Product shall be the property of WSP and shall be furnished to WSP promptly upon request and as a condition to issuance of payment, although Subcontractor shall be permitted to retain reproducible copies. Subcontractor shall not be liable

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for loss, damage, or injury resulting from WSP's use of Work Product for purposes other than as intended or contemplated herein.

The parties intend that Work Product shall be "work made for hire", of which WSP shall be deemed the author. If for any reason such Work Product does not constitute "work made for hire," Subcontractor hereby (a) waives all rights in such Work Product, and any other rights of authorship, identification, or approval, restriction or limitation on use or subsequent modification, and (b) irrevocably assigns to WSP all right, title, and interest in and to the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Subcontractor shall obtain such interest and execute and deliver such instruments and take such other actions as may be necessary to vest and perfect such rights in WSP.

c. Pre-existing Intellectual Property. To the extent any Work Product includes Subcontractor's previously-developed intellectual property that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Subcontractor hereby grants to WSP and Client a perpetual, royalty-free, fully-paid up, non-exclusive and irrevocable license to copy, reproduce, perform, dispose of, and use and re-use, in whole or in part, such intellectual property, and to authorize others to do so. Such previously-developed intellectual property may constitute but is not limited to, data bases, software programs, templates, file formats, specifically-created key commands, scripts, links, procedures, training manuals and other training materials, designs, prototypes, plans, and other works provided or delivered to WSP or Client by Subcontractor.

In the event any deliverable contains software copyrighted by a third party, Subcontractor shall obtain and convey, or otherwise cause to be granted, to WSP, a license to copy, publish, reproduce, perform, dispose of, and use and re-use, in whole or in part, such software, and to authorize others, including Client and its designees, to do so, at no additional cost above the compensation paid to Subcontractor under Article 3 hereof, irrespective of the number of copies used.

d. Notwithstanding anything in the foregoing Subparts a through c, Subcontractor shall extend to WSP all right, title, and interest necessary to enable WSP to meet its obligations to the Client under the terms of the Prime Agreement with respect to Work Product.

ARTICLE 17: PROJECT RECORDS; RECORD RETENTION AND PRODUCTION

a. Project Records. All records pertaining to this Subcontract and the Services performed hereunder, including but not limited to (a) timesheets, payroll registers, certified payroll, audited overhead schedules, financial statements, receipts, invoices, and accounting and financial records; (b) Work Product; (c) drawings, maps, surveys, models, photographs, schematics, plans, designs, specifications, reports, studies, summaries, analyses, diaries, field notes, estimates, calculations, and other compilations of information obtained by or provided to Subcontractor in performance of the Services; and (d) file notes, internal communications, and correspondence; whether in hard copy or electronic or digital format, or capable of being converted to such format, constitute "Project Records."

b. Accounting and Financial Records. Subcontractor comply with Prime Agreement accounting requirements, and shall preserve all Project Records in such detail as shall properly substantiate contract performance and claims for payment under this Subcontract. This includes all documents necessary to respond to any audit. All documents referred to herein shall be preserved in compliance with all regulations governing compensation under the Prime Agreement, including, if applicable, the FAR and Chapter 6 of the American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms, current edition.

c. Record-Retention Period; Review; Reproduction. Subcontractor shall retain all Project Records at a secure location reasonably accessible to the parties hereto for the longer of (a) the duration required of WSP under the Prime Agreement; (b) six (6) years from the date of final payment under this Subcontract; or (c) until all disputes, audits, claims, legal proceedings, and other actions involving this Subcontract or the Services performed hereunder have been resolved or concluded (the "Record Retention Period"). During the Record Retention Period Subcontractor shall make all Project Records available to WSP, Client, auditors and such other entities as may be authorized under the terms of the Prime Agreement or applicable regulations, for review and

reproduction for any lawful purpose during normal business hours or at such other times as they may reasonably require.

Subcontractor shall include the requirements of this Article in all lower-tier subcontracts and require such subcontractors' compliance to the same extent as Subcontractor is bound. Failure to include the requirements of this Article in all lower-tier subcontracts shall constitute a material default.

ARTICLE 18: COMPLIANCE WITH LAWS

Subcontractor shall comply with all federal, state, and local laws, codes, ordinances and regulations applicable to Subcontractor, Subcontractor's employees, this Subcontract, the Project site and other work locations, and the Services to be performed hereunder, including but not limited to those regulating conditions of employment, workplace safety and health, and compensation. Subcontractor shall be liable to WSP for all losses, costs, and expenses WSP may incur resulting from or attributable to Subcontractor's, its employees', its lower-tier subcontractors', and/or agents' failure to so comply, including but not limited to orders, judgments, findings, fines, penalties, and required corrective measures.

ARTICLE 19: HEALTH AND SAFETY; PROJECT SAFETY PLAN

Subcontractor agrees that the prevention of accidents to workers engaged by Subcontractor is the responsibility of Subcontractor. Subcontractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and all federal, state, and local health and safety laws, codes, ordinances and regulations applicable to the Project, the Project site, and other work locations.

If Services are to be performed or activities conducted on-site or at other field locations:

a. Subcontractor shall implement and enforce a safety program for all of its employees, and require the same of its lower-tier subcontractors, if any, engaged in performing the Services, and shall ensure such workers' participation in appropriate safety training. Subcontractor and its lower-tier subcontractors safety and training programs shall comply at a minimum, with the [WSP Health and Safety Policy](#) and with such safety plans, policies and programs as may be established by the Client for the Project. Subcontractor shall be responsible for the safety and conduct of persons on the property under Subcontractor's control, including Subcontractor's employees, agents, invitees, and lower-tier subcontractors.

Prior to commencing any field work, Subcontractor shall submit to WSP a project-specific safety plan that complies, at a minimum, with WSP's and the Client or Project Safety Plans, if provided. A job hazard analysis (per [OSHA Publication 3071](#)) may be required for any Subcontractor hazardous operations not clearly identified in its project-specific safety plan when submitted. Submission of a job hazard analysis will be based on a review of the project-specific safety plan and the scope of services being provided.

b. In the event Subcontractor discovers an unsafe work condition, it shall immediately report the condition to WSP and the on-site Project safety representative. Subcontractor shall suspend performance of any of its activities impacted by such condition until the condition has been corrected.

ARTICLE 20: NOTICES

All notices required or permitted under this Subcontract shall be given in writing and delivered either personally, by delivery service, by first-class, certified, or registered mail, or e-mail, to the authorized representative of the other party at the address set forth below or as may be designated by notice delivered in accordance with the requirements of this Article. If notice is delivered by e-mail, the notice must be signed by the party giving notice and sent as a pdf attachment to the e-mail at the address stipulated herein. Electronic or digital signatures shall not be allowed.

Notice shall be effective upon delivery when delivered in person, by courier service providing receipt of delivery, or by registered or certified mail, return receipt requested. Notices properly addressed and stamped, and deposited into the US postal system as first-class mail, shall be deemed received two (2) business days after date of postmark. Notice delivered by e-mail shall be deemed received by the date and time stated on the transmitter's copy.

ARTICLE 21: STANDARDS; QUALITY PROGRAM

Subcontractor shall maintain a Quality Program throughout its performance of this Subcontract. The Subcontractor shall provide a copy of its Quality Program to WSP. All Services, including but not limited to

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the Quality Program, shall be performed in compliance with the Prime Agreement, standards, specifications, manuals of instruction, policies, protocols, and procedures established by the Client and such other regulatory agencies as may have jurisdiction over the Services. If a Project Quality Program has been established, Subcontractor shall comply in all respects with that program. The Subcontractor shall maintain an approved status in [WSP's Supplier Registration](#) for the duration of the Subcontract. Subcontractor shall provide for a flow down of all appropriate quality requirements in its lower-tier subcontractor and supplier contracts.

Subcontractor's Quality Program shall at a minimum include: (i) Definition of the Work Product quality review process (ii) Identification of the reviewer(s) who are suitably qualified and independent from the personnel performing the Services or delivering the Work Product, and (iii) Documentation of all Quality Program activities performed in connection with this Subcontract.

If equipment requiring calibration or verification is used during the execution of Subcontractor's Services, this equipment shall be:

- a. Calibrated or verified, or both, against measurement standards traceable to international or national measurement standards at specified intervals or prior to use. When no such standard exists, the basis used for calibration or verification shall be retained as documented information.
- b. Safeguarded from adjustments, damage or deterioration that would invalidate the calibration or verification status and subsequent measurement results.
- c. Identified in order to determine their status.
- d. Traceable to the measurement taken and to the calibration/verification record(s).
- e. Calibration records for said equipment shall be provided with the Subcontractor's Work Product.

If equipment is found to be damaged or out of calibration after use, WSP shall be notified of the extent and/or impact to the Subcontractor's Services and the corrective action(s) to be taken. The affected Project records shall show the results of this assessment, noting a description of any corrective action(s) taken.

Evidence of Work Product review, per the requirements of the Subcontractor's Quality Program, shall be submitted to WSP. If any deviations are identified in any of the performed Services, corrective actions shall be developed, implemented, and documented by Subcontractor. WSP has the right to audit the Subcontractor's Quality Control Program and its Project-related quality activities, including at Subcontractor's facilities, at any time.

If Subcontractor fails to properly implement and maintain a quality program, and such failure continues following notification to Subcontractor by WSP, then WSP may, in addition to any other remedies permitted herein or by law, suspend performance and/or withhold payment for Services until Subcontractor is in compliance with the requirements of this Article, or terminate this Subcontract and/or remedy such failure at Subcontractor's expense.

ARTICLE 22: CLAIMS AND DISPUTES; APPLICABLE LAW; JURISDICTION; VENUE

This Subcontract, its validity, interpretation, and performance, and any disputes between the parties arising out of or relating to this Subcontract, shall be governed by and construed in accordance with the laws of the state where the Project is located, without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in the court and county stipulated in the Prime Agreement, or if none, in a court of competent jurisdiction in the county where the Project is located, and Subcontractor by its signature below consents to the *in personam* jurisdiction of said courts and waives and covenants not to seek change of venue based upon *forum non conveniens*.

Notwithstanding the foregoing, in the event the Prime Agreement contains an arbitration clause, Subcontractor shall be subject to joinder in any arbitration proceedings brought thereunder, and if joined, shall be subject to the applicable rules and bound by the findings and award rendered therein. In event of litigation between WSP and the Client that requires or permits Subcontractor's joinder, Subcontractor shall be subject to joinder and, if applicable, waiver of jury trial under the terms of the Prime Agreement.

In the event Subcontractor has a claim, dispute, or controversy ("Claim") that WSP must assert under the terms of a dispute resolution or claims submittal process ("Claims Process") in order to preserve WSP's recourse against the Client with respect to the Claim and avoid waiver, Subcontractor shall provide WSP with notice and all required documentation sufficiently in advance of the Claims Process submittal deadline to reasonably enable WSP to comply with such deadline. In the event Subcontractor fails to timely deliver to WSP the notice and documentation, and such Claim is time barred as a result, Subcontractor's Claim against WSP shall likewise be time-barred and waived. Subcontractor shall be bound by any findings of fact to the same extent as WSP is bound, and Subcontractor's relief against WSP shall be limited to WSP's recovery from the Client with respect to the Claim.

Subcontractor acknowledges that compliance with the Claims submittal and dispute resolution provisions of this Article and the Prime Agreement is an express condition precedent to Subcontractor's initiation or pursuit of any other remedy provided by law or equity, including institution of legal proceedings against WSP regarding any Claim. Subcontractor shall include the provisions of this Article in its lower-tier subcontracts and require that they be included in all lower-tier subcontracts at every tier.

ARTICLE 23: FINANCIAL AUDITS

a. Compensation. All compensation and payments made under this Subcontract and under all of Subcontractor's lower-tier subcontracts, if any, are subject to the audits, adjustments, and limitations that apply to WSP under the Prime Agreement, and all rules, laws, and regulations governing compensation on the Project, including, if applicable, the Federal Acquisition Regulations (FAR) and all applicable FAR cost principles, AASHTO, and the America Recovery and Reinvestment Act (ARRA) of 2009 (collectively, "Regulations"). WSP's approval or payment of invoices shall not constitute WSP's assurance, guarantee, or representation that Subcontractor's or lower tier subcontractors' rates are in compliance with either the provisions of this Subcontract, the Prime Agreement or applicable Regulations. Nor shall such approval or payment relieve Subcontractor from liability for overpayments, as determined by audit findings.

b. Compliance Audit. Subcontractor shall comply with the audit requirements of the Prime Agreement and applicable Regulations, and shall implement procedures to ensure its lower-tier subcontractors' compliance with this Article. Auditors shall have the right upon reasonable notice to audit Subcontractor's records and procedures for compliance.

c. Audit Proceedings; Documentation; Findings. During the Record Retention Period stipulated in Article 17(c), Subcontractor agrees to allow authorized or third-party independent auditors access to Project Records and allow interviews of any Subcontractor employees who might reasonably have information related to performance of this Subcontract. Subcontractor agrees to respond to auditors' requests for documentation, backup, or substantiation for any Services performed, and costs incurred or billed to the Project. As part of the substantiation, Subcontractor shall make available to auditors all of Subcontractor's and its lower-tier subcontractors' general accounting records and timesheets applicable to the period under audit. Subcontractor also agrees to (a) participate in all audit proceedings, including but not limited to meetings or conferences with auditors; (b) assist WSP in preparing for and responding to audits; and (c) defend to such auditors all costs incurred, billed, or invoiced by Subcontractor on the Project. Subcontractor shall not be entitled to any additional compensation associated with compliance with the requirements of this paragraph.

Subcontractor shall be bound by all audit findings, including those pertaining to Subcontractor's lower-tier subcontractors.

d. Lower-Tier Subcontractors. All Subcontractor's lower-tier subcontractors shall be subject to the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontracts and require such subcontractors' compliance to the same extent as Subcontractor is bound, including but not limited to production of records and knowledgeable employees; responding to auditor requests; participation in audit proceedings and meetings; and providing assistance to WSP.

ARTICLE 24: SEVERABILITY

If any provision of this Subcontract is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Subcontract shall remain

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in full force and effect; provided that in such event the parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and comes as close as reasonably possible to expressing or achieving the intent of the parties with regard to the original provision. Upon agreement, this Subcontract shall be amended to incorporate the substitute language.

ARTICLE 25: SURVIVAL

The parties acknowledge that all terms and conditions of this Subcontract which by their nature are intended to survive the termination or expiration of this Subcontract, including non-disclosure, indemnification, insurance, retention and production of Project Records, and other obligations Subcontractor has a continuing duty to observe, as well as all provisions applicable to disputes and legal proceedings, and Article 20 notices, shall survive and be enforceable by WSP according to the terms hereof.

ARTICLE 26: ASSIGNMENT

Subcontractor shall not assign, sell, transfer, or otherwise dispose of any of its interest in this Subcontract or delegate any of its duties under this Subcontract without the prior written approval of WSP. Any unauthorized attempt to do so shall be void and unenforceable.

ARTICLE 27: SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES

This Subcontract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, only. WSP and Subcontractor are the only beneficiaries of this Subcontract and are solely entitled to enforce its terms. It is the express intent of WSP and Subcontractor that should any persons or entities other than the parties hereto receive a benefit under this Subcontract, they shall do so as incidental beneficiaries only.

ARTICLE 28: INTERPRETATION

This Subcontract shall not be construed in favor of or against either party based upon authorship, the parties being of equal bargaining stature. Headings are solely for the convenience of the parties and shall have no bearing on interpretation of text. Unless established as a term of art, with a well-understood and unequivocal technical or trade meaning, words are used in their common and ordinary meaning. Defined terms are capitalized, and when capitalized, shall carry their defined meaning. Wherever the term "day" or "days" is used, it shall mean singular or consecutive calendar days, respectively. "Business day" shall mean any weekday other than Saturday, Sunday or a holiday recognized and observed by the state where the Project is located.

ARTICLE 29: NONWAIVER

No failure or successive failures on the part of either party to enforce any provision of this Subcontract, or custom or practice that may evolve between the parties in the administration of this Subcontract, shall operate as a waiver or discharge of that or any other provision, or render the same invalid, or impair a party's right to enforce the same in the event of any subsequent breach by the other party. Any waiver, if given, shall be in writing, signed by the party making the waiver and addressed to the other party, and shall be limited to the particular instance and for the purposes stipulated therein.

ARTICLE 30: ENTIRE AGREEMENT

This Subcontract represents the entire and integrated agreement between WSP and Subcontractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof. This Subcontract may not be modified except in writing, by an amendment signed by the parties hereto.