

BATSON-COOK CONSTRUCTION

SUBCONTRACT FOR BUILDING CONSTRUCTION

Req. CD «SL»

«SLDescription»

«FirmName»

«FirmAddress»

«FirmCity», «FirmState» «FirmZip»

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SUBCONTRACT FOR BUILDING CONSTRUCTION

ARTICLE 1

AGREEMENT

This Agreement made this «udDayOfSub» day of «udMonthOfSub», «udYearofSub» and effective the «udDayOfSub» day of «udMonthOfSub», «udYearofSub», by and between «OurCompany», «CompanyAddress», «CompanyCity», «CompanyState» «CompanyZip» Contractor and «FirmName», «FirmAddress», «FirmCity», «FirmState» «FirmZip» Subcontractor, to perform part of the Work on the following Project:

PROJECT:	«ProjectDescription» «JobAddress» «JobAddress2» «JobCity», «JobState» «JobZip»
OWNER:	«Owner» «OwnerAddress» «OwnerAddress2» «OwnerCity», «OwnerState» «OwnerZip»
ARCHITECT:	«ArchEngName» «ArchEngShipAddress1» «ArchEngShipCity», «ArchEngShipState» «ArchEngShipZip»
CONTRACTOR:	«OurCompany» «CompanyAddress» «CompanyCity», «CompanyState» «CompanyZip»
SUBCONTRACTOR:	«FirmName» «FirmAddress» «FirmCity», «FirmState» «FirmZip»
CONTRACT PRICE:	«TotalOrigSL»

Notice to the parties shall be given at the above mailing and/or email addresses and as provided in Article 16 below.

ARTICLE 2

SCOPE OF WORK

2.1 SUBCONTRACTOR'S WORK. The Contractor employs the Subcontractor as an independent contractor to perform the work described in Article 16. The Sub-contractor shall perform such work (hereinafter called the "Subcontractor's Work") under the general direction of the Contractor and in accordance with this Agreement and the Contract Documents.

2.2 CONTRACT DOCUMENTS. The Contract Documents which are binding on the Subcontractor are as set forth in Article 16.5. Upon the Subcontractor's request the Contractor shall furnish a copy of any part of these documents.

2.3 CONFLICTS. In the event of a conflict between this Agreement and the Contract Documents, the provisions which are more stringent on the Subcontractor and require more, quicker or better performance by Subcontractor shall govern, except as follows:

ARTICLE 3 **SCHEDULE OF WORK**

3.1 TIME IS OF ESSENCE. Time is of the essence for both parties, and they mutually agree to see to the performance of their respective work and the work of their subcontractors so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work. The Contractor shall prepare the Schedule of Work and may revise such Schedule of Work as the Work progresses. If the Subcontractor fails to prosecute and complete the Subcontractor's Work as required, the Subcontractor shall be liable to the Contractor for all damages incurred by the Contractor as provided in the Contract Documents.

Notwithstanding anything above to the contrary, Contractor and Subcontractor agree that they, along with the other subcontractors providing material portions of the Work, will meet, discuss and formulate the Schedule of Work for the Project and all changes thereto. The participants in the process establishing such Schedule and any changes thereto shall use their good faith best efforts to agree upon a Schedule that will be the most efficient and economical for the prosecution of the Work by all of the participants. It is further agreed, however, that in the event that the Contractor and all of the subcontractors at the Project shall fail to agree on the Schedule of Work or any changes thereto, the Contractor will have the authority to establish such Schedule and any changes to such Schedule and the Subcontractor will comply with such decision, subject to the right of the Subcontractor to assert a claim for any additional costs or expenses and/or any extension of time that the Subcontractor shall maintain has resulted therefrom.

3.2 DUTY TO BE BOUND. Both the Contractor and the Subcontractor shall be bound by the Schedule of Work. The Subcontractor shall provide the Contractor with any requested scheduling information for the Subcontractor's Work. The Schedule of Work and all subsequent changes thereto shall be provided to the Subcontractor in advance of the required performance.

3.3 SCHEDULE CHANGES. The Subcontractor recognizes that changes will be made in the Schedule of Work and agrees to comply with such changes.

3.4 PRIORITY OF WORK. The Contractor shall have the right to decide the time, order and priority in which the various portions of the Work (including the Subcontractor's Work) shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work.

The Subcontractor shall commence the Subcontractor's Work within 2 days of notice to proceed from the Contractor and if such work is interrupted for any reason the Subcontractor shall resume such work within two working days from the Contractor's notice to do so.

ARTICLE 4 **CONTRACT PRICE**

The Contractor agrees to pay to the Subcontractor for the satisfactory performance of the Subcontractor's Work the sum of **ZERO AND 00/100 DOLLARS** (**«TotalOrigSL»**) subject to the provisions of Article 5 and Article 12, and subject to additions or deductions per Article 6.

ARTICLE 5

PAYMENT

5.1 GENERAL PROVISIONS

5.1.1 SCHEDULE OF VALUES. The Subcontractor shall provide a schedule of values satisfactory to the Contractor and the Owner no more than fifteen (15) days from the date of execution of this Agreement.

5.1.2 ARCHITECT VERIFICATION. Upon request the Contractor shall give the Subcontractor written authorization to obtain directly from the Architect the percentage of completion certified for the Subcontractor's Work.

5.1.3 PAYMENT USE RESTRICTION. No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by the Subcontractor to a person furnishing labor or materials for use in performing the Subcontractor's Work.

5.1.4 PAYMENT USE VERIFICATION. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

5.1.5 PARTIAL LIEN WAIVERS AND AFFIDAVITS. When required by the Contractor or the Contract Documents, and as a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner and the Contractor, partial lien or claim waivers and affidavits from the Subcontractor, and its sub-subcontractors and suppliers for the completed Subcontractor's Work. Such waivers may be made conditional upon payment.

5.1.6 SUBCONTRACTOR PAYMENT FAILURE. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor shall give written notice of such claim or lien to the Subcontractor and may take any steps deemed necessary to insure that any progress payment shall be utilized to pay such obligations.

If upon receipt of said notice, the Subcontractor does not:

- (a) supply evidence to the satisfaction of the Contractor that the monies owing to the claimant have been paid; or
- (b) post a bond indemnifying the Owner, the Contractor, the Contractor's surety, if any, and the premises from such claim or lien;

then the Contractor shall have the right to (i) retain out of any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense including attorney's fees arising out of or relating to any such claim or lien until the claim or lien has been satisfied by the Subcontractor, or (ii) make payment of such claim or lien and deduct the amount thereof from the sums otherwise due Subcontractor hereunder.

5.1.7 PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance or approval by the Contractor or the Owner of any portion of the Subcontractor's Work.

5.2 PROGRESS PAYMENTS

5.2.1 APPLICATION. The Subcontractor's progress payment application for work performed in the preceding payment period shall be submitted to the Contractor per the terms of this Agreement and the Contract Documents and specifically Articles 5.1.1, 5.2.2, 5.2.3, 5.2.4 and 5.2.5 of this Agreement for approval of the Contractor and Architect. The Contractor shall forward the approved value to the Owner for payment.

5.2.2 RETAINAGE/SECURITY. The rate of retainage shall not exceed the percentage retained from the Contractor's payment by the Owner for the Subcontractor's Work provided the Subcontractor furnishes a bond or other security to the satisfaction of the Contractor. If the Subcontractor has furnished such bond or security; its work is satisfactory and the Contract Documents provide for reduction of retainage at a specified percentage of completion, the Subcontractor's retainage shall also be reduced when the Subcontractor's Work has attained the same percentage of completion and the Contractor's retainage for the Subcontractor's Work has been so reduced by the Owner. However, if the Subcontractor does not provide such bond or security, the Contractor may terminate this Subcontract for such failure or, if the contractor does not do so, the rate of retainage shall be «RetainagePCT» %.

5.2.3 TIME OF APPLICATION. Unless otherwise required by the Contract Documents, the Subcontractor shall submit progress payment applications to the Contractor no later than the ____ day of each payment period for work performed up to and including the ____ day of the payment period indicating work completed and, to the extent allowed under Article 5.2.4, materials suitably stored during the preceding payment period.

5.2.4 STORED MATERIALS. Unless otherwise provided in the Contract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitably stored at the site or some other location agreed upon in writing. Approval of payment application for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Contractor to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and Contractor's interests therein, including transportation to the site.

5.2.5 PAYMENT TO SUBCONTRACTOR. Receipt by Contractor of payment for Subcontractor's Work shall be a condition precedent to Contractor's payment obligation to Subcontractor. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's Work shall be made no later than seven (7) business days after receipt by the Contractor of payment from the Owner for such Subcontractor's Work.

5.2.6 PAYMENT DELAY. If for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Contractor within seven (7) days after the date such payment is due, as defined in Article 5.2.5, then the Subcontractor, upon giving an additional seven (7) days written notice to the Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. To the extent obtained by the Contractor under the Contract Documents, the contract price shall be increased by the amount of the Subcontractor's reasonable costs of shut-down, delay, and start-up, which shall be effected by appropriate Change Order.

If the Subcontractor's Work has been stopped for thirty (30) days because the Subcontractor has not received progress payments as required hereunder, the Subcontractor may terminate this Agreement upon giving the Contractor an additional seven (7) days written notice.

5.3 FINAL PAYMENT

5.3.1 APPLICATION. Upon acceptance of the Subcontractor's Work by the Owner, the Contractor, and if necessary, the Architect, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Contract Documents and Article 5.3.2, the Contractor shall forward the Subcontractor's application for final payment as provided in the Contract Documents without delay.

5.3.2 REQUIREMENTS. Before the Contractor shall be required to forward the Subcontractor's application for final payment to the Owner, the Subcontractor shall submit to the Contractor:

- a) a final release of lien and an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or his property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;
- b) consent of surety to final payment, if required;

- c) satisfaction of required closeout procedures; and
- d) other data if required by the Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Contract Documents, the Contractor or Owner.

Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Article 9.10 hereof, or for faulty or defective work appearing after final payment.

5.3.3 FINAL PAYMENT TO SUBCONTRACTOR. Final payment of the balance due of the contract price shall be made to the Subcontractor:

- a) upon receipt of the Owner's waiver of all claims related to the Subcontractor's Work except for unsettled liens, unknown defective work, and non-compliance with the Contract Documents or warranties; and
- b) within seven (7) business days after receipt by the Contractor of final payment from the Owner for such Subcontractor's Work, such payment being a condition to Contractor's obligation to make such final payment.

5.3.4 FINAL PAYMENT DELAY. If the Owner or its designated agent does not issue a Certificate for Final Payment or the Contractor does not receive such payment for any cause which is not the fault of the Subcontractor, the Contractor shall promptly inform the Subcontractor in writing. The Contractor shall also diligently pursue, with the assistance of the Subcontractor, the prompt release by the Owner of the final payment due for the Subcontractor's Work. At the Subcontractor's request and joint expense, to the extent agreed upon in writing, the Contractor shall institute all reasonable legal remedies to mitigate the damages and pursue full payment of the Subcontractor's application for final payment including interest thereon.

5.4 LATE PAYMENT INTEREST. To the extent obtained by the Contractor under the Contract Documents, progress payments or final payment due and unpaid under this Agreement shall bear interest from the date payment is due at the rate provided in the Contract Documents, or, in the absence thereof, at the legal rate prevailing at the place of the Project.

5.5 CONTRACTOR'S RIGHT OF SET-OFF. In the event that Subcontractor is indebted to Contractor or Contractor has been damaged by Subcontractor or suffered loss as a result of acts or omissions of Subcontractor or has claims against Subcontractor (such as monies due to Contractor because of the failure of Subcontractor to perform its contractual obligations on another project where Subcontractor has a subcontract with Contractor), Contractor may set off against any and all sums that might otherwise be due to Subcontractor hereunder all of such indebtedness, damages, loss or claims (including, without limitation, any attorneys' fees or expense of litigation incurred by Contractor and associated with such indebtedness, damages, loss or claims and any interest that may have accrued thereon).

ARTICLE 6

CHANGES, CLAIMS AND DELAYS

6.1 CHANGES. When the Contractor so orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Work which are within the general scope of this Agreement. Adjustments in the contract price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. No such adjustment shall be made for any such changes performed by the Subcontractor that have not been so ordered by the Contractor and memorialized in a Subcontract Change Order.

6.2 CLAIMS RELATING TO OWNER. The Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner.

Notice of such claims shall be given by the Subcontractor to the Contractor (i) within one (1) week prior to the beginning of the Subcontractor's Work on the portion of the Subcontractor's Work affected by such alleged claim, or the event for which such claim is to be made, or (ii) immediately upon the Subcontractor's first knowledge of such event, whichever shall first occur, otherwise, such claims shall be deemed waived.

For unresolved claims of the Subcontractor based on the acts or omissions of the Owner or someone for whom the Owner is responsible, as the sole remedy of the Subcontractor the Contractor agrees to permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner.

6.3 CLAIMS RELATING TO CONTRACTOR. The Subcontractor shall give the Contractor written notice of all claims not included in Article 6.2 within five (5) days of the beginning of the event for which claims are made and in any event prior to beginning work on the portion of the Subcontractor's Work affected thereby; otherwise such claims shall be deemed waived.

Subject to the provisions of Article 6.4 below, relating to claimed delay to the Subcontractor's Work, all unresolved claims, disputes and other matters in question between the Contractor and the Subcontractor not relating to claims included in Article 6.2 shall be resolved in the manner provided in Article 14 herein.

6.4 DELAY. If the progress of the Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Change Order to the extent obtained by the Contractor under the Contract Documents and the Schedule of Work shall be revised accordingly.

The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delays caused by Contractor, or by any person not a party to this Agreement unless the Contractor has first recovered the same on behalf of the Subcontractor from said person, it being understood and agreed by the Subcontractor that, apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of the Subcontractor's Work.

6.5 LIQUIDATED DAMAGES. If the Contract Documents provide for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and are so assessed, then the Contractor may assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay. However, other than for damages incurred by the Contractor associated with the Subcontractor's untimely performance, the amount of such assessment shall not exceed the amount assessed against the Contractor.

ARTICLE 7

CONTRACTOR'S OBLIGATIONS

7.1 OBLIGATIONS DERIVATIVE. Except as otherwise provided herein or inferred here from, the Contractor binds itself to the Subcontractor under this Agreement in the same manner as the Owner is bound to the Contractor under the Contract Documents.

7.2 AUTHORIZED REPRESENTATIVE. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

7.3 STORAGE ALLOCATION. Provided that same are made available by the Owner, the Contractor shall allocate adequate storage areas, if available, for the Subcontractor's materials and equipment during the course of the Subcontractor's Work.

7.4 TIMELY COMMUNICATIONS. The Contractor shall transmit, with reasonable promptness, all submittals, transmittals, and written approvals relating to the Subcontractor's Work.

7.5 NON-CONTRACTED SERVICES. The Contractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Contractor provides the Subcontractor notice:

- a) prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;
- b) in writing of such claim within three days of first furnishing such services or materials; and
- c) the written charges for such services or materials no later than the fifteenth (15th) day of the calendar month following that in which the claim originated.

ARTICLE 8

SUBCONTRACTOR'S OBLIGATIONS

8.1 OBLIGATIONS DERIVATIVE. Except as specifically otherwise provided herein, the Subcontractor binds itself to the Contractor under this Agreement in the same manner as the Contractor is bound to the Owner under the Contract Documents. A copy of the contract documents will be made available upon request.

8.2 RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work.

The Subcontractor shall provide a list of proposed sub-subcontractors, and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work.

8.3 TEMPORARY SERVICES. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its work, except as provided in Article 16. Said article also identifies those common temporary services (if any) which are to be furnished by this subcontractor.

8.4 COORDINATION. The Subcontractor shall:

- a) cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work;
- b) specifically note and immediately advise the Contractor of any such interference with the Subcontractor's Work and
- c) participate in the preparation of coordination drawings and work schedules in areas of congestion.

8.5 AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) a) on-site and b) off-site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions.

8.6 PROVISION FOR INSPECTION. The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work irrespective of the location of such work.

8.7 CLEANUP. The Subcontractor shall follow the Contractor's directions, and

- a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and
- b) broom clean each work area prior to discontinuing work in the same.

If the Subcontractor fails to immediately commence compliance with or commence clean-up duties within 24 hours after receipt from the Contractor of notice of noncompliance, the Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.8 PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

8.9 PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor's Work and secure and, if included in the Subcontractor's scope of work, pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

To the extent obtained by the Contractor under the Contract Documents, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

8.10 ASSIGNMENT. The Subcontractor shall not assign this Agreement, nor its proceeds, nor subcontract the whole, nor any part of the Subcontractor's Work without prior written approval of the Contractor. Prior to entering into any agreement with a sub-subcontractor(s), Subcontractor shall provide to Contractor the name, address, prior project experience (including scope and sub-subcontract contract price and any other information as to prior experience) and evidence of the capabilities of any proposed sub-subcontractor, along with the proposed scope of Work, responsibilities and manpower commitments to which the sub-subcontractor is to be contracted. Contractor shall also be entitled to request and be furnished such documentation as Contractor shall request relative to the capabilities, financial capacity and existing commitments of the sub-subcontractor(s). Contractor shall have the right to interview both the executive management and proposed project management of any proposed sub-subcontractor(s) prior to giving its approval or rejection of such sub-subcontractor. Any or all of the above due diligence activities must be provided to Contractor and Contractor's written approval of the engagement by the Subcontractor of the proposed sub-subcontractor must be obtained prior to the Subcontractor entering into any sub-subcontract with any proposed sub-subcontractor.

8.11 NON-CONTRACTED SERVICES. The Subcontractor agrees, except as otherwise provided in this Agreement, that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Subcontractor provides the Contractor notice:

- a) prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;
- b) in writing of such claim within three days of first furnishing such services or materials; and
- c) the written charge for such services or materials to the contractor no later than the fifteenth day (15th) of the calendar month following that in which the claim originated.

ARTICLE 9

SUBCONTRACT PROVISIONS

9.1 LAYOUT RESPONSIBILITY AND LEVELS. The Contractor shall establish principal axis lines of the building and site whereupon the Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

9.2 WORKMANSHIP. Every part of the Subcontractor's Work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

9.3 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

9.4 SUBSTITUTIONS. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon the Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

9.5 USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative. If the Subcontractor or any of its agents, employees, suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall be liable to the Contractor as provided in Article 12 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely to the negligence of the Contractor's employees operating such equipment.

9.6 CONTRACT BOND REVIEW. The Contractor's Payment Bond for the Project, if any, may be reviewed and copied by the Subcontractor.

9.7 OWNER ABILITY TO PAY. As payment by the Owner to Contractor for Subcontractor's Work is a condition precedent to Subcontractor's right to be paid by Contractor and Contractor's obligation to make payment to Subcontractor, upon request of the Subcontractor the Contractor shall provide to Subcontractor all information relative to the Owner's financial ability to pay for the Work that Contractor has obtained.

9.8 PRIVACY. Until final completion of the Project, the Subcontractor agrees not to perform any work, relating to the project, directly for the Owner or any tenants thereof, or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Contractor.

9.9 SUBCONTRACT BOND. If a Performance and Payment Bond is required of the Subcontractor, said bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to the Contractor. The Subcontractor shall be reimbursed without retainage for cost of same- simultaneously with the first progress payment after the furnishing of same. The reimbursement amount for the bonds shall not exceed the manual rate for such subcontractor work. In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor.

9.10 WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents. The Subcontractor agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee or warranty is required of the Contractor in the Contract Documents, then the subcontractor shall guarantee and warranty its work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or use by the Contractor or Owner of designated equipment, whichever is sooner. The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

ARTICLE 10 RECOURSE BY CONTRACTOR

10.1 FAILURE OF PERFORMANCE

10.1.1 NOTICE TO CURE. If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or fails to make prompt payment for its workers, sub-subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, and fails within three (3) working days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness until same is cured, then the Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:

- a) supply such number of workers and quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees;
- b) contract with one or more additional contractors to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor;
- c) withhold payment of any monies due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor and Architect; and
- d) in the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.

10.1.2 TERMINATION BY CONTRACTOR. If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) working days after receipt by the Subcontractor of the notice issued under Article 10.1.1, then the Contractor may, in lieu of or in addition to Article 10.1.1, issue a second written notice to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) working days after receipt by the Subcontractor of the notice, the Contractor may terminate this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Contractor also may furnish those materials, equipment and/or employ such workers or Subcontractors as the Contractor deems necessary to maintain the orderly progress of the Work.

All costs incurred by the Contractor in so performing the Subcontractor's Work, including reasonable overhead, profit and attorney's fees, shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the subcontract price.

10.1.3 USE OF SUBCONTRACTOR'S EQUIPMENT. If the Contractor performs work under this Article or sublets such work to be so performed, the Contractor and/or the persons to whom work has been sublet shall have the right to take and use any materials, or any items intended to be incorporated into the project, furnished by, belonging or delivered to the Subcontractor and located at the Project.

10.2 BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE. Upon the appointment of a receiver for the Subcontractor or upon the Subcontractor making an assignment for the benefit of creditors, the Contractor may terminate this Agreement upon giving three (3) working days written notice, by certified mail, to the Subcontractor and its surety, if any. If an order for relief is entered under the bankruptcy code with respect to the Subcontractor, the Contractor may terminate this Agreement by giving three (3) working days written notice, by certified mail, to the Subcontractor, its trustee, and its surety, if any, unless the Subcontractor, the surety, or the trustee:

- a) promptly cures all defaults;
- b) provides adequate assurances of future performance;
- c) compensates the Contractor for actual pecuniary loss resulting from such defaults; and
- d) assumes the obligations of the Subcontractor within the statutory time limits.

10.2.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the contract price.

10.3 SUSPENSION BY OWNER. Should the Owner suspend the Work or any part of the Work which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing and upon receipt of said notice the Subcontractor shall immediately suspend the Subcontractor's Work.

In the event of such Owner suspension, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery from the Owner on the Subcontractor's behalf under the Contract Documents. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension and to permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor.

10.4 TERMINATION BY OWNER. Should the Owner terminate the Prime Contract or any part of the Prime Contract which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor in writing and upon receipt of said notice, this Agreement shall also be terminated and the Subcontractor shall immediately stop the Subcontractor's Work. In the event of such Owner termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents.

The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of the Owner termination and to permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor.

10.5 TERMINATION FOR CONVENIENCE. The Contractor may order the Subcontractor in writing to suspend, delay, interrupt or terminate all or any part of the Subcontractor's Work for such period of time as the Contractor may determine to be appropriate for the convenience of the Contractor. The Subcontractor shall notify the Contractor in writing within ten (10) working days after receipt of the Contractor's order of the effect of such order upon the Subcontractor's Work, and the subcontract price or subcontract time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension, delay, or interruption. No claim under this Article shall be allowed for any costs incurred more than ten (10) working days prior to the Subcontractor's notice to the Contractor.

Neither the contract price nor the contract time shall be adjusted under this Article for any suspension, delay, interruption or termination to the extent that performance would have been so suspended, delayed, interrupted or terminated by the fault or negligence of the Subcontractor. In the event of termination for convenience of the Contractor, Subcontractor shall only be due payment for Work performed to the date of notice of such termination for convenience (including reasonable overhead and profit thereon) plus the reasonable cost of demobilization and less prior payments made.

10.6 WRONGFUL EXERCISE. If the Contractor wrongfully exercises any option under this Article, the Contractor shall be liable to the Subcontractor solely for the reasonable value of Work performed by the Subcontractor prior to the Contractor's wrongful action, including reasonable overhead and profit thereon, less prior payments made and such termination shall be considered Termination for Convenience.

10.7 REMEDIES; CUMULATIVE NATURE THEREOF. The remedies provided the Contractor in this Article 10 and in any part of the Contract Documents shall be cumulative, and not exclusive, of all other remedies which the Contractor may have for breach of this Agreement by Subcontractor, or as the result of the Subcontractor's failure to perform any of the covenants of this Agreement. All losses, damages and expenses, including attorneys' fees and cost of litigation or arbitration incurred by Contractor in the prosecution or defense of any action, arbitration or suit, trial or appeal, enforcement of any judgment, bankruptcy or insolvency proceeding, or any subsequent proceeding or appeal from any order or judgment entered therein, incurred by or resulting to the Contractor on account of or associated with the acts or omissions of Subcontractor, shall be borne by and charged against Subcontractor and shall be damages for breach of this Agreement. Contractor may recover same from any Surety issuing any bonds for Subcontractor and both Subcontractor and such Surety agree to pay Contractor for such losses, damages, expenses, attorneys' fees and expenses of litigation or arbitration. At the Contractor's sole discretion and exclusive option, any sums or proceeds that are payable or due to become payable to Subcontractor under this Agreement or any other agreement between Subcontractor and Contractor may be withheld by Contractor and applied against said losses, damages, costs or expenses.

ARTICLE 11

LABOR RELATIONS

11.1 LABOR RELATIONS. It is acknowledged and agreed that in fulfillment of Subcontractor's duties under this Subcontract Agreement, time is of the essence. In the event of any strike, work slowdown, picketing, handbilling or other concerted activity by employees of Contractor or Subcontractor or any other persons or labor organizations, whether or not Subcontractor has any collective bargaining agreement or relationship with any labor organization and notwithstanding the terms of any such agreement or relationship Subcontractor will continue at all times to perform all Work covered by this Agreement in accordance with the terms of this Subcontract Agreement and the direction of the representatives of Contractor. Subcontractor agrees that neither Subcontractor nor any of its employees will engage in, join or honor any strike, work slowdown, picket line, handbilling or any other concerted activity or refuse to cross any picket line or refuse to perform any Work covered by this Agreement, and that any such refusal or action will constitute a material breach of this Agreement. In the event Subcontractor is either unwilling or unable to or for any other reason relating to labor relations does not perform its Work as scheduled under this Subcontract, Contractor, in addition to any other rights and remedies that it may have under this Agreement or at law or in equity, may by notice to Subcontractor immediately terminate Subcontractor's right to perform the balance of its Work, take control of the Work covered by this Agreement, take possession of all materials and instruments thereon, and replace Subcontractor's forces with either Contractor's employees or those of any other contractor or subcontractor and thereafter complete the Work remaining to be performed under this Agreement in such manner as Contractor may deem best. From and after the time of such failure of Subcontractor to so prosecute its Work, Subcontractor shall not be entitled to receive any further payments until all Work covered by this Agreement is complete, and then only to the extent that the cost of completing such Work was less than the balance of the funds payable to Subcontractor under this Agreement. If the expense of finishing said Work, including compensation for additional managerial and administrative services and all other expenses associated with completion of such Work, exceeds the unpaid balance of the funds otherwise payable to Subcontractor under this Agreement, Subcontractor shall upon demand therefor immediately pay the difference to Contractor.

ARTICLE 12

INDEMNIFICATION

12.1 SUBCONTRACTOR'S PERFORMANCE. To the fullest extent permitted by law (but not to any extent if prohibited by applicable law), the Subcontractor shall defend, indemnify and hold harmless the Owner, the Architect and the Contractor (including their respective officers, directors, agents and employees) from and against all claims, damages, loss and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work to the extent caused or alleged to be caused in whole or in any part by any negligent act or omission of the Subcontractor or any of the Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, regardless of whether it is caused in part (but not in whole) by a party indemnified hereunder (if the indemnified party is the sole party that is negligent, no indemnity is required to be provided); the matters covered by this indemnity include, without limitation, any such claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontractor's Work itself) including the loss of use resulting therefrom.

- a) Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 12.
- b) If the Project is located in Florida or this Agreement is controlled by Florida law, Subcontractor's obligation to defend, indemnify and hold harmless a party indemnified hereunder for liability associated in whole or in part with such party's own acts, omissions or defaults shall be limited to a maximum liability equal to the amount of general liability insurance coverage available to Subcontractor on this Project, or One Million Dollars (\$1,000,000.00), whichever amount is greater. Contractor and Subcontractor acknowledge and agree that this amount bears a reasonable commercial relationship to this Subcontract and is incorporated by reference into the Project Specifications and the bid documents, all in accordance with Section 725.06, Florida Statutes.
- c) The parties acknowledge that One Hundred Dollars (\$100.00) of the Contract Price set forth in Article 4 above is separate and independent consideration for the agreements of Subcontractor set out in this Article 12, and such amount shall be payable to Subcontractor by Contractor irrespective of Subcontractor's performance hereunder.

12.2 NO LIMITATION UPON LIABILITY. In any and all claims against the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefits acts.

12.3 ARCHITECT EXCLUSION. The obligations of the Subcontractor under this Article 12 shall not extend to the liability of the Architect, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

12.4 COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontractor's Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which the Contractor must comply according to the Contract Documents.

The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

12.5 PATENTS. Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expenses, and attorney's fees.

ARTICLE 13 **INSURANCE**

13.1 SUBCONTRACTOR'S INSURANCE. Prior to start of the Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force all insurance described on Exhibit "B" attached hereto and incorporated herein by reference. Said insurance shall be procured and maintained in strict accordance with the terms and conditions of said Exhibit "B" and Subcontractor shall furnish to Contractor all documentation required by Exhibit "B", including the certificates and endorsements referenced therein. If sample certificates and endorsements are attached as an addendum to Exhibit "B", Subcontractor shall furnish documentation that is in accordance with such samples. If said samples are not so attached, Contractor will furnish copies of such documents to Subcontractor upon request.

ARTICLE 14 **ARBITRATION**

14.1 AGREEMENT TO ARBITRATE. All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, and the claims described in Article 14.7, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the Contract Documents provide otherwise or the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

14.2 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given; further, with respect to claims by Subcontractor, in no event shall the demand be made after the date of final acceptance of the Work by the Owner or when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur. The location of the arbitration proceedings shall be Atlanta, Georgia.

14.3 AWARD. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

14.4 WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, the Subcontractor shall carry on the Work and maintain the Schedule of Work pending arbitration, and, if so, the Contractor shall continue to make payments in accordance with this Agreement.

14.5 NO LIMITATION OF RIGHTS OR REMEDIES. Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.

14.6 SAME ARBITRATORS. To the extent not prohibited by their contracts with others, the claims and disputes of the Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding.

14.7 EXCEPTIONS. This agreement to arbitrate shall not apply to any claim:

- a) of contribution or indemnity asserted by one party to this Agreement against the other party and arising out of action brought in a state or federal court or in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto; or does not consent to such arbitration; or
- b) asserted by the Subcontractor against the Contractor if the Contractor asserts said claim, either in whole or part, against the Owner and the contract between the Contractor and Owner does not provide for binding arbitration, or does so provide but the two arbitration proceedings are not consolidated, or the Contractor and Owner have not subsequently agreed to arbitrate said claim, in either case of which the parties hereto shall so notify each other either before or after demand for arbitration is made.

In any dispute arising over the application of this Article 14.7, the question of arbitrability shall be decided by the appropriate court and not by arbitration.

ARTICLE 15

CONTRACT INTERPRETATION

15.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions.

15.2 LAW AND EFFECT. This Agreement shall be governed by the law of the State as determined by the contract between the Contractor and the Owner.

15.3 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

15.4 ATTORNEY'S FEES. Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of the Agreement or to recover on a surety bond given by a party under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

15.5 TITLES. The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

15.6 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

ARTICLE 16
SPECIAL PROVISIONS

16.1 PRECEDENCE. It is understood the work to be performed under this Agreement, including the terms and conditions thereof, is as described in Articles 1 thru 16 herein together with the following Special Provisions, which are intended to complement same. However, in the event of any inconsistency, these Special Provisions shall govern.

16.2 SCOPE OF WORK. All work necessary or incidental to complete the Work for the Project in strict accordance with the Contract Documents and as more particularly, though not exclusively, specified in the Contract Documents, including those enumerated in Article 16.5 and with the additions and deletions and other Work as described in Exhibit "A" attached hereto and made a part hereof by reference.

16.3 COMMON TEMPORARY SERVICES. The following "Project" common temporary services and/or facilities are for use of all project personnel and shall be furnished as herein below noted:

By this subcontractor:

By others:

16.4 OTHER SPECIAL PROVISIONS. (Insert here any special provisions required by this subcontract.)

16.4.1 In the event any of the Work of Subcontractor, whether pursuant to the original Scope of Work of this Subcontract or any Change Order thereto, requires performance of the Work on a time and material basis, any documentation that is to be evidence of such Work (e.g., work tickets) must be signed by the Contractor's Project Manager to form the basis for payment. Contractor will not be bound by the signature of any other of its field representatives (e.g., superintendent(s), foremen).

16.4.2 SAFETY, HEALTH AND ENVIRONMENTAL PROVISIONS

- A. Subcontractor shall comply with all applicable local, state and federal safety, health and environmental regulations and with Contractor's safety and health policy. Notwithstanding anything to the contrary in this Agreement, Subcontractor shall be solely responsible for safety of its operations and its employees as well as the manner and means of achieving any safety and health policy, relating to Subcontractor's Work on the Project.
- B. Subcontractor shall be responsible for payment of all fines and/or claims for damages levied against the Owner, Architect or Contractor for deficiencies relating to conduct of or otherwise associated with Subcontractor's Work.
- C. Subcontractor agrees to conform to all regulations, standards, and rules issued by the Occupational Safety and Health Administration (OSHA) and agrees to indemnify and hold harmless Contractor from and against any and all liability which Contractor may incur as the result of or in any way associated with the failure of Subcontractor, Subcontractor's employees, agents, invitees, designees, or other representatives to fully comply with all rules, regulations and standards imposed by OSHA; this indemnification shall include all direct and vicarious liability of Contractor, and shall, without limitation, include any fines or penalties imposed upon Contractor associated with a violation of OSHA regulation by Subcontractor.
- D. Subcontractor shall observe all requirements set forth in the Project Safety Plan available for review by the Subcontractor at Contractor's office. These requirements form the minimum requirements for the project and each Subcontractor is responsible to develop and submit its own safety program to Contractor. Subcontractor acknowledges that it has executed the Subcontract in full understanding and conformance with Contractor's safety plan for the project. Requirements of the Project Safety Plan include, but are not limited to, the following:
1. Each subcontractor shall be required to submit its company safety program to Contractor for review and comment before starting any work.
 2. All work on site must be conducted under the direction of a **Competent Person** as defined in OSHA 29 CFR 1926.32(f), designated by the subcontractor. Subcontractor shall provide the name of the competent person before starting work.
 3. Toolbox safety meetings must be held and reported for any week in which the Subcontractor has two (2) or more personnel on site at one time. If only one (1) person is on site, his attendance at the project progress meeting shall be an acceptable substitute for the toolbox safety meeting. In either event, employee attendance documentation is required.
 4. **Safe Start Meeting** - Each Subcontractor shall meet with Contractor's representative prior to beginning work to review the following:
 - Safety procedures at the project and Subcontractor's Safety Program
 - Accident reporting and emergency procedures
 - Identification of competent persons
 - Inspection procedures
 - Safety rule enforcement procedures
 - Specific fall protection measures to be used
 - Equipment operator certification
 - Other safety issues as needed

5. The following Personal Protective Equipment (PPE) is required to be worn by all personnel on site: hardhat, safety glasses and high visibility vests, shirts or jackets. Other PPE such as face shields, ear protection respirators, etc. must be available and used when required or appropriate.
6. **Fall protection shall be required for all workers who are exposed to a potential fall hazard of 6 feet or greater.** Subcontractor shall be responsible for providing and maintaining the necessary fall protection equipment and training its workers in proper usage.
7. All trenching and excavation activities on the jobsite shall be conducted under the direction of a competent person. Required protective methods must be used and the competent person must complete and submit daily inspections to Contractor.
8. All scaffolding must be erected, maintained, and dismantled under the direction of a competent person. Daily documented inspections shall be completed and submitted to Contractor.
9. All mobile cranes used on the jobsite must have a current annual certification and must have a completed Contractor's Mobile Crane Safety Inspection form submitted to or completed by the Contractor's Superintendent prior to operation.
10. In the event of an injury to a Subcontractor's employee on the jobsite, the Subcontractor shall furnish Contractor and/or Project Safety Director a copy of an injury report within twenty-four (24) hours after the occurrence.
11. Subcontractors shall keep at the jobsite a first aid kit supplied according to current regulations and shall have a person trained in first aid and holding a current CPR certification.
12. Each Subcontractor shall supply the proper equipment, take the necessary precautions to maintain all its equipment according to current regulations and specifications, and accept responsibility to assure that necessary safety equipment is supplied and used when required.
13. Each Subcontractor shall comply with all requirements of OSHA's "Hazard Communication Standard", 29 CFR 1926.59, specifically:
 - a. Provide Contractor a copy of all Material Safety Data Sheets (MSDS) for each hazardous chemical and have a copy available for employees.
 - b. Provide required training of its employees.
 - c. Submit a copy of its written Hazard Communication Program to Contractor.
 - d. Properly label all containers of hazardous chemicals brought on the jobsite or used in the performance of this contract.
14. All Subcontractors are to provide a drug free work place for their employees and the employees of their subcontractors in accordance with the laws of the state of Georgia and shall observe all requirements set forth in the Drug-Free Workplace Policy. This policy is available for review by the Subcontractor at Contractor's corporate office.

FAILURE TO COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE CONSIDERED A BREACH OF THIS CONTRACT AND RESULT IN SUBCONTRACTOR'S IMMEDIATE REMOVAL FROM THE JOBSITE.

16.5 CONTRACT DOCUMENTS. (List applicable contract documents including specifications, drawings, addenda, modifications and exercised alternates. Identify with general description, sheet numbers and latest date including revisions.)

1. Agreement between Contractor and Owner dated «udOwnerAgreeMonth» «udOwnerAgreeDay», «udOwnerAgreeYear» including all documents incorporated herein.
2. AIA A201 General Conditions of the Contract for Construction, modified, completed and identified in the Agreement between Owner and Contractor, unless superseded by other General Conditions specified in the Agreement between Contractor and Owner referenced above (and as same may have been modified in the Agreement between the Contractor and the Owner). In the event of a conflict between the provisions of said General Conditions and the provisions of this Subcontract Agreement, the provisions that are the more stringent and require more, quicker or better performance by Subcontractor shall govern.
3. Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-250.10 (Vets-100 Reporting) and Public law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference.

Exhibit "A" – Scope of Work

Exhibit "B" – Subcontractor's Insurance Requirements

Exhibit "C" – Special Conditions

North Carolina General Contracting License #1001

16.6 NOTICE. Any notice required or permitted hereunder may be given in writing by certified U.S. Mail, hand delivery or recognized overnight courier addressed to the parties at the address set forth herein:

Notice given in any of the methods provided above shall be effective (i) as of the date of delivery if effected by hand delivery, the date of delivery or refusal of delivery as evidenced by the official return receipt if effected by U.S. Mail, (ii) as of the next business day following deposit of such notice with a nationally recognized overnight courier for next day delivery, and (iii) as of the day of the transmission of such notice by electronic mail. Changes of address or contact information from that set forth above may likewise be given by notice as specified in this section.

Notwithstanding anything above or elsewhere in this Subcontract or the Contract Documents to the contrary, in order to be effective for any purpose and not otherwise waive all notices of claims by Subcontractor or any notice seeking additional time or money for Subcontractor in accordance with this Subcontract must be sent as provided in addition to:

Allen Westmoreland
Senior Vice President
Batson-Cook Company
2859 Paces Ferry Rd SE, Suite 200
Atlanta, GA 30339
Email: awestmoreland@batson-cook.com

In Witness Wherefore, Contractor and Subcontractor have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and date first set forth above.

SCOPE OF WORK

EXHIBIT B

Subcontractor's Insurance Requirements

Subcontractor shall continuously maintain the insurance required as set forth herein at all times that it is performing any work whatsoever or is otherwise present at the Project jobsite and through the period for which the Subcontractor and Contractor may be held liable for their work. The insurance shall have the higher of the minimum limits and coverage set out below, any requirements of the Contract Documents, or the full policy limits carried by Subcontractor. The provision by the Subcontractor of the insurance coverage and limits required in this Exhibit B shall not limit the Subcontractor's liability in any way. Subcontractor shall provide the insurance required herein on behalf of Contractor and other Indemnitees and represents and warrants that this insurance will provide liability coverage to Contractor for its own negligence, whether passive or active, if this negligence is associated with, arises out of or results from Subcontractor's Work. Subcontractor shall maintain the following:

A. Commercial General Liability Insurance with the following features:

1. Occurrence Coverage under the Commercial General Liability ISO form CG 0001 (2004 edition or later).
2. Limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 personal injury & advertising injury
 - \$2,000,000 per project/general aggregate
 - \$2,000,000 products/completed operations aggregate
3. **Waiver of Subrogation** – Rights of subrogation against additional insureds are waived and Subcontractor will provide Contractor with a copy of ISO Endorsement CG 24 04 10 93 as evidence of coverage.
4. Coverage must include but shall not be limited to: premises/operations, underground explosion & collapse, products/completed operations, contractual liability, independent contractors, broad form property damage, personal injury, elevators.
5. Coverage will not be subject to any exclusion for residential construction operations, condominium and/or any other habitational construction operations.
6. Products/Completed operations coverage naming Contractor as Additional Insured must be maintained for a period of five years after the acceptance of and final payment for Subcontractor's work or through the period of the applicable statute of repose, whichever is longer.
7. The CGL policy shall apply on a **primary, non-contributory basis and coverage afforded to the Contractor (and others as required) as Additional Insured shall be at least as broad as coverage afforded to Subcontractor as Named Insured.** Without limitation, the CGL policy and Subcontractor's CGL carrier shall provide independent defense counsel for Contractor reasonably approved by Contractor at carrier's expense, and if Subcontractor's CGL carrier shall fail to do so, Subcontractor shall do so or shall pay all costs of such independent counsel representing Contractor.
8. Subcontractor shall provide the following ISO Endorsements or their functional equivalents:
 - a) **CG 20 33 10 01** (Additional Insured – Owners, Lessees or Contractors – Automatic Status when required in Construction Agreement with You)
 - b) **CG 20 10 10 01** (Additional Insured-Owners, Lessees or Contractors- Scheduled Persons or Organization) if applicable for Owner or other persons or entities
 - c) **CG 20 37 07 04** (Additional Insured – Owners, Lessees or Contractors – Completed Operations)
 - d) **CG 24 04 10 93** (Waiver of Transfer of Rights of Recovery Against Others to Us)
9. **30 Day Notice of Cancellation**

B. Commercial Automobile Liability Insurance with the following features:

1. Occurrence basis covering all owned, hired, borrowed, rented, leased, non-owned autos.
2. Minimum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage.
3. **Waiver of Subrogation Endorsement CA 04 44**
4. **Additional Insured Endorsement**
5. **Primary and Noncontributory Endorsement**
6. **30 Day Notice of Cancellation**

Initials: Contractor _____ Subcontractor _____

C. Umbrella and Excess Liability Insurance with the following features:

1. Coverage that provides excess coverage for Employers Liability, Commercial General Liability, and Auto Liability, with the same features as described in sections A, B, and D herein with limits not less than \$5,000,000. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the Contractor and that the Umbrella and Excess Liability Insurance will be subject to vertical exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by the Contractor will be triggered. The total insurance coverage provided by Subcontractor for any claim will under no circumstances be less than the combined Primary limits as defined in Section A, plus the Umbrella and Excess limits as defined above. Subcontractor (vendor) further acknowledges that the total amount of insurance coverage provided by its insurance carriers, whether primary, excess, umbrella or other, where Contractor, and others, as specified above, are afforded additional insured coverage, shall apply as first tier/following form coverage. Any other insurance maintained by Contractor, or any other additional insured shall be excess of this first tier coverage and shall not be called upon to contribute to satisfy any loss within the limits specified and required above. Subcontractor shall furnish umbrella/excess policy language evidencing coverage to apply on a **primary and non-contributory basis to the Contractor as Additional Insured.**
2. **30 Day Notice of Cancellation**

D. Workers' Compensation/Employers Liability Insurance with the following features:

1. Workers' Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed.
2. Other States Endorsement providing coverage for all states.
3. Employers' Liability with minimum policy limits of \$500,000 each accident, \$500,000 disease aggregate, and \$500,000 disease per employee.
4. Employers Liability/Stop Gap Liability if work performed in monopolistic state.
5. **Waiver of rights of subrogation form WC 00 03 13 for the benefit of Contractor.**
6. Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is or is using an employee leasing firm or will supply equipment with operator.
7. USL&H and/or Jones Act where applicable.
8. **30 Day Notice of Cancellation.**

E. Certificates of Insurance and Endorsements

Prior to commencing Work, Subcontractor shall furnish Contractor with certificate(s) of insurance executed by a duly authorized representative of each insurer, as evidence of compliance with the insurance requirements set forth above and below. **Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to Contractor and Owner as additional insureds, and endorsements reflecting insurer's concurrence with Subcontractor's waiver of recovery or subrogation rights.** Renewal certificates (with endorsements) shall be provided to the Contractor prior to the expiration of the required insurance policies. The certificate(s) of insurance shall be subject to approval of Contractor, but failure of Contractor to request such certificate or other evidence of Subcontractor compliance with insurance requirements, or failure of Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance. Coverage will not be altered, canceled, or allowed to expire without thirty (30) days written notice by registered mail to Contractor. Certificates of Insurance and Endorsement will be signed by an Authorized Representative. Insurance companies listed on the certificate must have an A. M. Best Financial Strength Rating of A-VII or better and approved to write business in the state in which the Project is located. If any of the above coverages are subject to or are in excess of any self-insured retention, these amounts must be stated on the Certificate, and said self-retention will be the sole responsibility of Subcontractor. Self-insured retention will be allowed only if approved in writing by Contractor, which approval shall be at the sole discretion of Contractor. Authorization is hereby granted to Contractor to withhold payments to Subcontractor until a signed subcontract and properly executed certificates of insurance and endorsements as required are delivered to Contractor.

F. Sub-subcontractor Insurance Requirements

Subcontractor shall obtain insurance coverage from each of its sub-subcontractors or suppliers that is equal to or greater than that required of Subcontractor as set forth in this Exhibit B prior to their mobilization at the jobsite, as per Article 13 of this Subcontract and this Exhibit B, and Subcontractor shall insure that the insurance requirements

Initials: Contractor _____ Subcontractor _____

set forth herein become and are part of any purchase order or sub-subcontract issued by Subcontractor as though fully set forth in said purchase order or sub-subcontract.

G. Equipment/Property Insurance

Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor shall provide:

1. Insurance on a replacement cost basis for damage to the items. Such insurance shall include a provision for a waiver of subrogation in favor of Contractor. Insurance shall be on a primary basis. Contractor's insurance shall be non-contributory.
2. Insurance against any claim of injury (including death) or damage arising out of the use of or existence of said items while in the care, custody or control of the Subcontractor. Limits of liability, and other provisions, shall not be less than as stated in Section A above.
3. Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. The insurance shall contain a waiver of subrogation against the Contractor and the Owner.

H. Design Service Requirements

If Subcontractor or its sub-subcontractor performs design services, Subcontractor will purchase, furnish and maintain or require its sub-subcontractor to purchase, furnish and maintain professional liability insurance with limits of at least \$2,000,000 and with the following coverages: basic professional errors and omissions, punitive damages (where not prohibited by law), contractual liability, with a retroactive date that is no later than the date of inception of design services. Such coverage shall be maintained in effect for a period of five (5) years from the Date of Substantial Completion of the Project or the statute of repose, whichever is longer. Such extended coverage may be obtained through annual renewals on the same terms as the original policy or through an extended reporting period of not less than five (5) years or the period of the applicable statute of repose, whichever is longer. A certificate of insurance evidencing such coverage shall be submitted as per the requirements of section E above.

I. Pollution Legal Liability Insurance.

If the scope of Work of Subcontractor includes plumbing, hazardous waste removal, abatement, demolition, earthwork/sitework, mold remediation, or transporting and/or disposal or remediation of any hazardous material, Subcontractor will purchase, furnish and maintain Pollution Legal Liability Insurance with limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such policy or policies shall provide coverage on an occurrence basis for damages arising out of the Work covering any loss resulting from pollution conditions including the discharge, dispersal, seepage, migration, release or escape of pollutants or contaminants including coverage for mold and other related fungi that commence during the policy period. If occurrence-based Contractors Pollution Liability coverage is commercially unavailable, then equivalent claims-made coverage shall be substituted provided (a) the retroactive date is prior to the first day of Work performed on the Project, (b) coverage is maintained from that inception date until final completion/acceptance of the project by the owner, and (c) coverage be maintained with no change in the retroactive date for five years past substantial completion or the period of the applicable statute of repose, whichever is longer, if not, a "tail" or extended reporting provision shall extend the reporting period for five years post project completion/acceptance or the period of the applicable statute of repose, whichever is longer.

J. Other Insurance Requirements

All policies providing insurance required herein shall contain a separation of insureds condition whose language is not altered or subject to limitations elsewhere in the policy. All coverages shall be provided by a carrier with an A. M. Best financial strength rating of A- VII or better and must be admitted to write business in the state in which the Project resides. All required and any other insurance policies maintained by Subcontractor shall be endorsed to include waiver of insurer rights of subrogation against Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officers, employees, agents and insurers. The waiver shall apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Subcontractor. Subcontractor further agrees to hold harmless and indemnify Contractor, Project Owner, Project Architect, other subcontractors, and their subsidiaries, affiliates, officers, employees, agents and insurers for loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

Initials: Contractor _____ Subcontractor _____

K. Indemnity for Failure to Comply with Exhibit B Requirements

To the fullest extent permitted by law the Subcontractor or vendor executing this Agreement or any other agreement with Contractor, agrees to fully defend, indemnify and hold harmless Contractor and the Owner and any other additional insureds, from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually incurred, arising out of and or relating to any failure of the Subcontractor or vendor to obtain, furnish and maintain as required herein insurance complying with the provisions of this Exhibit B or any other failure of Subcontractor to comply with the provisions of this Exhibit B.

L. Failure to Maintain

Failure of Subcontractor to maintain the required insurance shall constitute a material breach entitling Contractor to terminate the Subcontract for default, withhold payment, and/or purchase the required insurance at Subcontractor's expense. Any delays in the completion of the Subcontract Work due to Subcontractor's failure to obtain or maintain insurance shall be treated as delay due to Subcontractor's breach of contract.

M. No Representation of Coverage Adequacy

In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor for loss, damage or liability arising from its work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

N. Sample Forms

Attached to this Exhibit B are sample forms for the certificate of insurance and the endorsements that are required.

Initials: Contractor _____ Subcontractor _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agency Name and Address		CONTACT NAME: Agency Contact Name PHONE (A/C No. Ext): Agency Contact Phone Number FAX (A/C No.): E-MAIL: ADDRESS: Agency Contact Email Address	
INSURED Sub-Contractor's Name Sub-Contractor's Street Address Sub-Contractor's City, State, Zip		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Insurance Carrier w/Best Rating A- VII or Better	
		INSURER B: Insurance Carrier w/Best Rating A- VII or Better	
		INSURER C: Insurance Carrier w/Best Rating A- VII or Better	
		INSURER D: Insurance Carrier w/Best Rating A- VII or Better	
INSURER E:			
INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSURER	TYPE OF INSURANCE	AUTO	SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability Included						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> X, C, U Included						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		<input checked="" type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO				PRODUCTS - COMPIOP AGG	\$ 2,000,000
		<input checked="" type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			Current Policy Number	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Per accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB			Current Policy Number	00/00/0000	00/00/0000	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTIONS					Products/Comp Ops	\$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Current Policy Number	00/00/0000	00/00/0000	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in RH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
Project # and Project Description

CERTIFICATE HOLDER Batson-Cook Company PO Box 151 West Point, GA 31833	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ISO | Commercial General Liability Forms | 10/01/01

COMMERCIAL GENERAL
LIABILITY
CG 20 33 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 33 10 01

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ISO | Commercial General Liability Forms | 10/01/01

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER:

COMMERCIAL GENERAL
LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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ISO | Commercial General Liability Forms | 05/01/09
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Document editions: 04/01/84 (1/04 Revision) | 04/01/84 (Revised) | 04/01/84

NCCI | Workers Comp Forms | 04/01/84

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

2nd Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Notes:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$_____."
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to subrogate rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the *Basic Manual*.

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SPECIAL CONDITIONS

Information given in the SPECIAL CONDITIONS is particular to this Project, necessary for the progress of the work and shall be provided as described herein. In these Special Conditions, the term “Contractor” or “General Contractor” refers to Batson-Cook Company or affiliate thereof that is the Contractor or Construction Manager at the Project and the “Contractor” in the Subcontract to which these Special Conditions are appended. All references to a “Subcontractor” shall be construed to mean the “Subcontractor and his Subcontractors”. These Special Conditions are written to describe certain of the overall procedures and obligations of Contractor and all Subcontractors at the Project. Subcontractor identified in the Subcontract to which these Special Conditions are incorporated agrees to be bound by these Special Conditions and to perform its work in accordance therewith.

ARTICLE 1
COORDINATION OF WORK/COOPERATION

- 1.1 Each Subcontractor shall recognize the complex nature of the project, the sequential nature of contracts and the concurrent operations of other Subcontractors with the work on this Project. All Subcontractors shall review, discuss and coordinate their work with the work of other Subcontractors as well as with Contractor with regard to sequence, timing, equipment, layout, location, compatibility of materials and sizes and required clearances prior to beginning the Work to avoid construction delays, particularly those that impact the Owner’s use or occupancy of the Project. Since the work of each Subcontractor shall depend upon interface with the work of other Subcontractors, changes in the scheduling, procedures, work or job conditions of a Subcontractor may affect the scheduling procedures, work or job conditions of other Subcontractors.
- 1.2. All Subcontractors shall participate, in conjunction with other Subcontractors as necessary, in the development of coordination drawings should it impact their Scope of Work. The purpose of these drawings is to minimize conflicts during construction.
 - a) The Mechanical Subcontractor will provide coordination drawings indicating all duct systems including grills, equipment and associated piping drawn to scale. These coordination drawings will be prepared in coordination with the Architect’s Reflected Ceiling and other appropriate plans. If CAD files are available from the design team, CAD coordination drawings are the preferred method of delivery from the subcontractor. The Mechanical Subcontractor will provide a copy of this CAD file to the Contractor & associated Subcontractors for their use.
 - b) At a minimum the Plumbing, Fire Protection & Electrical Subcontractor will insert or overlay their work into the coordination drawings so as to identify potential conflicts in the work. Coordination meetings will be required in which the effected Subcontractors place and compare their overlay coordination drawing and proposes alternates routes and locations of the work to alleviate identified conflicts. These coordination drawings shall be minimum 1/4” scale plans detailing all equipment and its relationship to the rooms and structures it is contained in or adjacent to indicating as a minimum, room size, door swings, structure and/or ceiling height, housekeeping pad sizes and locations, equipment clearances, access requirements, etc., along with location, size, and elevation of all piping, ductwork, and conduit.
 - c) The Subcontractor’s use of electronic files (CAD) provided by the Architect and/or Engineers (through Contractor) shall not reduce the Subcontractor’s responsibility to plan and coordinate their work, materials and equipment with adjacent structures and materials installed by other trades. This includes providing dimensions (vertically and horizontally) completely locating their work. The information shown by the Architects and Engineers shall be considered schematic and locations of all elements shall not be “scaled” but shall be determined by the use of calculations of the verified dimensions. Contractor will not review any shop/coordination drawings that do not

adequately dimension the work in a manner that will facilitate the coordination of its materials with adjacent Work.

- 1.3 Subcontractors shall report any interference, discrepancies or incompatibilities discovered to Contractor as soon as the condition is discovered. The Contractor's decision as to the party or parties at fault and as to the manner in which the matter may be resolved, shall be binding and conclusive on all parties. Contractor, with architectural approval, may direct layout/location changes as required to make the entire work fit together. Minor changes of this nature shall not be considered a change in scope authorizing an increase in contract amount or schedule duration.
- 1.4 Failure of a Subcontractor to notify other Subcontractors and Contractor in writing of a potential interference, incompatibility, or discrepancies in writing and failure to coordinate his work with that of other Subcontractors prior to installation and/or fabrication may be considered as sufficient cause to deny consideration for additional payment for what otherwise might be considered a change.
- 1.5 All work shall comply with the rules and regulations of governing bodies having jurisdiction-including federal, state and local codes. Work shall be performed by skilled tradesmen having experience in performing the work and supervised by a competent English speaking, qualified on site, non-roving, foreman or superintendent acceptable to Contractor.
- 1.6 Subcontractor shall participate in Lean Construction techniques by which subcontractor shall be required to develop and maintain a 4-week detailed look-ahead schedule of their work as part of the Last Planner System. This will be reviewed by our supervision and subcontractor supervision on a weekly basis to ensure adherence to the overall master schedule. Failure to participate in Lean Construction techniques reserves Contractor the right to hold up to 5% of the current month's payment draw request at its sole discretion. These funds will be funded in future pay applications to the subcontractor at the point in time that the subcontractor is participating in Lean Construction techniques required by Contractor.

ARTICLE 2

LAYOUT OF WORK

- 2.1 Contractor shall provide a minimum of one (1) east-west and one (1) north-south control baseline on each structural slab or level. Contractor shall provide a minimum of one (1) elevation benchmark on each structural slab. These engineering controls are provided to the Subcontractors for the purpose of locating building elements. Each Subcontractor shall lay out his own work to dimensions from the baselines. Each Subcontractor shall make provisions to preserve all control points, such as monuments, stakes, benchmarks or other datum points, and shall replace, at his cost, any of these which might be lost, damaged, or displaced through his neglect.
- 2.2 Each Subcontractor shall be responsible for the correct location, dimensions and elevations of his work. As the work progresses, each Subcontractor shall lay out the exact locations of work under his contract as a guide to all trades. Prior to any installation, each Subcontractor shall exchange layout drawings and coordinate his work that shall be subject to verification by all subsequent Subcontractors.
- 2.3 The initial layout shall include verification by each Subcontractor of the overall and critical dimensions and elevations of the work of the phase of the Project to which the work relates, at the time of commencing the new phase. Each Subcontractor shall field verify dimensions, materials, and conditions of the existing work and coordinate with work of other trades based off established control points.
- 2.4 All work, and in particular piping, conduit and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to the design location as conditions reasonably permit and located to prevent interference with other work. Before proceeding with any work exposed to

view, Subcontractors shall carefully plan the layout and review any questionable installations with Contractor, including mockups as necessary.

- 2.5 Each Subcontractor is responsible for the location, installation, protection during construction and confirmation of all its wall and floor penetrations. All costs to provide or repair wall or floor penetrations after the wall or floor is in place will be paid by such responsible Subcontractor.

ARTICLE 3 **PROJECT SIGNAGE**

No other signs or advertising shall be displayed on the premises without the approval of the Architect, Owner, and Contractor. This does not exclude the posting of required trade notices and cautionary signage by Subcontractors.

ARTICLE 4 **TEMPORARY FENCING**

Each Subcontractor shall repair or replace fencing damaged as a result of his operation or actions. Each Subcontractor shall remove and replace fencing and gates required to provide access for oversized items or temporary work to secure site daily. Modifications to the project fencing must be reviewed and approved by the project superintendent prior to the work occurring.

ARTICLE 5 **SECURITY**

- 5.1 Each Subcontractor, at his own cost and expense, may provide a watchman, protective service or other means of site security as he deems necessary. This must be coordinated and approved by Contractor. The Contractor may establish additional security policies and procedures. All Subcontractors shall be required to cooperate with Contractor in implementing these procedures. Subcontractors shall advise Contractor of any theft or damage which might delay the execution of the work and furnish the Owner and Contractor with a copy of any theft report filed with local, county or state agencies.
- 5.2 Equipment, operable machinery and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked or otherwise made inoperable when left unattended with all parts on the ground, nothing left in air.
- 5.3 When Owner-purchased materials are delivered to the site, these materials become the responsibility of the corresponding subcontractor and must be cared for and protected by said subcontractor.

ARTICLE 6 **TEMPORARY TOILET FACILITIES**

Contractor shall provide and maintain temporary toilet facilities for the use of all jobsite personnel. No construction personnel are to use the restrooms in the existing, occupied and/or new buildings, unless pre-designated by the contractor.

ARTICLE 7 **WORK REQUIREMENTS IN AND AROUND OCCUPIED FACILITIES (INTERIM LIFE SAFETY MEASURES / INFECTION CONTROL RISK ASSESSMENT)**

- 7.1 Subcontractor use of all vending areas, cafeteria areas, and any other occupied service area is strictly prohibited. Absolutely no subcontractor personnel are allowed in occupied areas without the express consent of Batson-Cook Company superintendent. All personnel requiring access to occupied areas must be badged and escorted by a member of the Contractor's on-site team.

- 7.2 Smoking and tobacco use is strictly prohibited in all areas of the campus/project site. Failure to adhere to the no-smoking and tobacco policy will result in automatic dismissal of the subcontractor's employee from the jobsite.
- 7.3 All subcontractor employees, vendors, agents, visitors, etc. are required to adhere to the Batson-Cook Company Policy Statement on Sexual/Verbal Harassment. Anyone who engages in objectionable conduct will be immediately removed and disbarred from the jobsite. A prompt, formal investigation into the objectionable conduct will be conducted and corrective action will be implemented immediately. Full subcontractor cooperation during such proceedings is required.
- 7.4 Interim Life Safety Requirements (Relevant Inside Occupied Areas):

Compliance with the following interim life safety measures (put in place by Batson-Cook Company) is the responsibility of the Subcontractor:

- a) Ensuring exits provide free and unobstructed egress. Personnel shall receive training if alternative exits must be designated. Building or areas under construction must maintain escape facilities for construction workers at all times. Means of egress in construction areas must be inspected daily.
 - b) Ensuring free and unobstructed access to emergency services and for emergency forces.
 - c) Ensuring fire alarm, detection, and suppression systems are not impaired. A temporary, but equivalent system shall be provided when any fire system is impaired. Temporary systems must be inspected and tested monthly.
 - d) Ensuring temporary construction partitions are smoke tight and built/repared with noncombustible or limited combustible materials that will not contribute to the development or spread of fire.
 - e) Provide additional fire-fighting equipment and use training for personnel as required.
 - f) Developing and enforcing storage, housekeeping, and debris removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.
 - g) Conducting fire drills as required by Contractor.
 - h) Increasing hazard surveillance of buildings, grounds, and equipment, with special attention to excavations, construction areas, construction storage, and field offices.
 - i) Training personnel when structural or compartmental features of fire safety are compromised.
 - j) Conducting organization wide safety education programs to ensure awareness of any life safety deficiencies, construction hazards, and these interim life safety measures.
- 7.5 Infection Control Risk Assessment – If required by project:
- 7.5.1 When executing the Work, the Subcontractor shall adhere to all environmental, Batson-Cook Infection Control Program, safety and other requirements of the facility, including the following:
- a) Attend mandatory Batson-Cook Infection Control Video Training prior to any work on site.
 - b) Implement the use of walk-off mats at each room and area of Work in the occupied facility.
 - c) Seal all return air vents in the area of Work that serve occupied areas of the facility.
 - d) Provide and maintain plastic and other necessary dust control barriers to contain each area of Work outside the construction limits.
 - e) Open windows where possible and use fans to ventilate each contained area of Work.
 - f) Use HEPA filters at locations outside each contained area of Work.
 - g) Use HEPA filtered vacuum cleaners to clean areas outside each contained area of Work and at entrances to contained areas of Work.
 - h) Use clean water and disinfectant to damp mop tile floor areas.

- i) Bag and seal all construction debris and place in covered trash removal containers while inside contained areas of Work. Clean the trash containers prior to leaving contained areas of Work and transporting bagged debris for disposal.
 - j) Provide all existing smoke detectors located in the proximate area of Work with appropriate covers before beginning Work in that area.
 - k) When drywall and other materials are required to be sanded outside of the contained area, wet sanding will be used in addition to other dust control measures to minimize dust.
- 7.5.2. When performing work outside of the contained work area, Subcontractor is responsible for all dust control and infection control measures associated with his Work including, but not limited to, providing temporary dust partitions, plastic covers, negative air pressure, air filters and ventilation.
- 7.5.3. The Subcontractor shall verify daily and before beginning work in an area that all infection and dust control measures are in place and properly maintained by the Subcontractor. Review the Work areas daily before beginning work and provide Batson-Cook Company with a completed Infection Control Daily Compliance Form, signed and dated by the Subcontractor's on-site safety representative.
- 7.5.4. If, for any reason during the performance of the work, dust control and infection control or other related items are removed during the Subcontractor's performance of the Work, it will be the responsibility of this Subcontractor to replace them promptly.

ARTICLE 8

TEMPORARY STAIRS, LADDERS, RAMPS, RUNWAYS AND BARRICADES

- 8.1 Each Subcontractor shall provide and maintain all necessary temporary stairs, ladders, ramps, runways, scaffolds and other staging to facilitate conveyance of men, materials, tools, and equipment for proper execution of the Subcontractor's work. All protection and safety barricades, devices, covers, etc., shall be provided by each Subcontractor as it relates to the safe installation of his work in accordance with OSHA requirements. Subcontractor shall provide to Contractor a copy of all certifications of any equipment being used on site.
- 8.2 Any Subcontractor or Sub-subcontractor performing excavation work shall be responsible to furnish, install and maintain temporary barricades and/or fencing of all open excavations until such a time that backfilling is complete. Flasher lights shall be provided on barricades and fencing by the Subcontractor as requested by Contractor in accordance with OSHA. As a minimum, all barricades across roads and walks shall have lights on them in working condition. Subcontractor shall identify and have on site a "competent" person per OSHA standards during excavations. Subcontractor shall provide to Contractor a copy of all certifications and engineering as required by OSHA.
- 8.3 Subcontractor shall provide guardrails, handrails and covers for floor and wall openings, exterior and interior, and stairways installed and/or constructed by his own forces. If movement of the same is required for the Subcontractor to perform his work, it will be the responsibility of that Subcontractor to replace same in its original condition.
- 8.4 All Subcontractors are required to use properly-rated podium ladders. Any deviation from this requirement by Subcontractor will require an approval from the Contractor Project Superintendent. No alterations to any ladders shall be allowed unless approved by the ladder manufacturer. Compromised or inappropriate ladders shall be removed from the Project immediately.
- 8.5 Subcontractor shall be solely responsible for any required barricades and any other traffic control measures required while performing the work under this agreement and submit a traffic plan to Contractor 24 hours

prior to any work taking place. If DOT or other permits are required these permits shall be obtained prior to commencement of this portion of work. Appropriate traffic control measures, including flagmen, shall be utilized whenever work impacts areas known to affect any area surrounding the project site

ARTICLE 9

TEMPORARY FIELD OFFICE, FACILITIES, MATERIAL STORAGE AND PARKING

- 9.1 Temporary Field Offices, Facilities, Parking and Material storage may be allowed subject to the available space and approval by the Contractor on an individual basis. Where not allowed Subcontractor shall make provisions off site.
- 9.2 Where available:
- a) Placement and scheduled duration shall be coordinated by Contractor.
 - b) Each Subcontractor is responsible to verify that all field offices, trailers and storage sheds shall be of suitable design, maintenance and appearance in accordance with the local authorities having jurisdiction, Owner and Contractor.
 - c) Each Subcontractor shall arrange and pay for temporary water, sewer, telephone and electrical hook-up and use. Subcontractors shall maintain the use of designated space including removal of weeds, mowing, debris, trash, clean-up and organization of the area during use and after removal of such temporary structures and storage.
 - d) Temporary field offices and sheds shall not be used for living quarters.
 - e) All temporary facilities and storage including foundations must be removed within seven (7) days of written notice from Contractor including restoration of grade. Items not removed in a timely manner shall be removed by Contractor at the Subcontractor's expense.
 - f) Subcontractor's parking on site may be suspended at Contractor's discretion. Parking of all subcontractor employee vehicles is at their own risk.
 - g) Use of Contractor jobsite facilities without the permission of Contractor is prohibited.
 - h) Temporary storage of materials on the site shall be limited to the same areas immediately under construction for materials intended for that particular portion of the Work.
 - i) Delivery of materials are to be just in time and coordinated closely with Contractor. Material, equipment and tools shall not be stored on site more than five (5) working days prior to installation or use without Contractor's approval.
 - j) Subcontractors must move any stored products, under Subcontractor's control, which interfere with operation of the Owner, Contractor or other Subcontractors as directed by Contractor. All Subcontractors are to cooperate with Contractor and other Subcontractors in this regard.
 - k) Each Contractor and Subcontractor shall submit a receipt of shipment for all equipment stored on site or off site to Contractor. No materials or equipment shall be removed from the site without the permission of Contractor.
 - l) Subcontractor shall notify Contractor's on-site superintendent at least 72 hours prior to material deliveries to allow for coordination of jobsite access. Each subcontractor shall provide all necessary labor and equipment to receive, unload, and distribute delivered materials. Any material delivered without prior notice to Contractor may be subject to refusal.

**ABSOLUTELY NO MATERIAL SHALL BE ALLOWED ON SITE THAT DOES NOT HAVE
A MANUFACTURER'S LABEL STATING ITS CONTENTS.**

ARTICLE 10

CLEAN UP AND RUBBISH REMOVAL

- 10.1 Contractor shall provide and maintain the Project jobsite dumpster. Each Subcontractor shall be responsible for daily cleanup and removal from the construction area debris and waste related to his scope of the Work. Construction debris shall be placed in the Project jobsite dumpster or other areas designated

by Contractor. Boxes, crates and other large items of debris shall be broken down to maximize dumpster efficiency.

- 10.2 Each Subcontractor shall be responsible for cleanup, transporting and removal from the site of his identifiable debris, such as demolition debris, masonry and concrete materials, steel crates, used formwork material, highly combustible items, etc., and materials unsuitable for disposal by standard commercial procedures. Misuse of dumpsters furnished by Contractor shall result in actual costs for same charged to the Subcontractor(s) at fault.
- 10.3 Each Subcontractor, while on site, shall provide to the Contractor, for the purposes of performing an overall Project clean-up, a number of men per the following schedule:

2-10 Men	=	1 Man
11-20 Men	=	2 Men
21-30 Men	=	3 Men
31-40 Men	=	4 Men

The men provided shall be utilized by the Contractor one (1) day per week up to eight (8) hours maximum for overall Project clean-up.

- 10.4 Once construction clean has occurred, subcontractor shall clean up behind any activities by subcontractor in the area immediately. This includes, but is not limited to, removal of all grease, dust, dirt, stains, labels, fingerprints and other foreign matter. Subcontractor at this time will be responsible for providing their workers booties to keep areas clean. Recleaning charges shall be billed to subcontractor if they do not clean behind themselves.

ARTICLE 11

TEMPORARY ELECTRICAL POWER AND LIGHT

- 11.1 The Electrical Subcontractor shall provide, install and pay for labor, equipment and materials required to make connections to the power source and to provide temporary electrical power and light distribution within the Project. The Electrical Subcontractor shall coordinate the location of electrical power and lighting as directed by Contractor. Electrical Subcontractor shall provide lighting as required by OSHA and panels with outlets as required by contractor.
- 11.2 Although the Electrical Subcontractor will provide temporary lighting, per OSHA requirements it shall be the sole responsibility of each Subcontractor to provide adequate task lighting for the execution and performance of his work.
- 11.3 Should any subcontractor require 208 V (or higher) power (temporary or permanent) for the execution of their scope of work, notification must be provided to Contractor at time of contract execution.

ARTICLE 12

TEMPORARY CONSTRUCTION WATER SYSTEM

- 12.1 Each Subcontractor shall furnish his own drinking water container, cups, etc.
- 12.2 The Plumbing Subcontractor shall furnish temporary water for construction. Contractor shall pay the water/consumption bill during construction. Any Subcontractor with special water requirements shall be responsible for his own facility.

ARTICLE 13
HOISTING

- 13.1 It is agreed that all hoisting and costs associated with hoisting shall be the responsibility of each Subcontractor. All hoisting must be operated and maintained in accordance with all applicable safety regulations, OSHA regulations, FAA regulations, and policies of Contractor. This may include, but shall not be limited to, providing third party crane inspections and certifications for each piece of equipment and operator utilized in the work. All such requirements are to be met by each Subcontractor at no additional cost to Contractor or Owner. OSHA required certifications for all equipment to be turned over to Contractor.
- 13.2 Subcontractor shall have a minimum of one (1) certified rigger on site while work is being performed. A rigging safety inspection will be performed and documented as required before being brought onto the jobsite and at specified intervals thereafter as noted and in accordance with all Batson-Cook Safety and Health Policies.
- 13.3 If applicable to the project, this Subcontractor acknowledges that the General Contractor may provide hoisting for this Subcontractor, on a scheduled basis for the use of all trades, provided that the hoisting is within the reach and capacity of the crane and available. All hoisting for the loading, unloading, transport, distribution, and delivery of said materials to within the reach and capacity of the crane shall be by this Subcontractor. Further, all supplemental hoisting is by this Subcontractor.

ARTICLE 14
HVAC

- 14.1 The HVAC subcontractor (i) shall furnish and maintain the systems for temporary heating, cooling and ventilating, restoring the systems as required to their new condition, including replacement of filters at the CO date; (ii) furnish, install and maintain all required construction air filters on the mechanical equipment; and (iii) provide labor and material to operate the equipment on a temporary basis as required during construction. Temporary HEPA rated filtration is the responsibility of the HVAC contractor when conditions warrant. Filtration of make-up and temporary HVAC systems will comply with the contractors ICRA (infection control & risk assessment) plan when necessary. All motor starters and VFD for HVAC equipment will be furnished by the HVAC subcontractor.
- 14.2 The Electrical Subcontractor shall provide electrical service to all HVAC equipment as required for temporary heating and cooling. All disconnect switches will be furnished by the Electrical subcontractor.
- 14.3 The HVAC subcontractor shall startup and maintain the building systems for temporary heating, cooling & ventilating and restoring the systems to its new condition, including replacement of filters at substantial completion. HVAC Subcontractor shall furnish, install and maintain all required construction air filters on the mechanical equipment. Provide labor and materials to operate the equipment on a temporary basis as required during construction.
- 14.4 Ventilation for job specific requirements to be provided by the Subcontractor.

ARTICLE 15
WATER CONTROL

- 15.1 All dewatering pumping, bailing or well point equipment necessary to keep excavations, utility lines, boxes and trenches, etc., free from the accumulation of water during the entire progress of this work shall be the responsibility of the Subcontractor performing said excavations, trenches, and tail ditches.

- 15.2 Each Subcontractor required to dispose of water shall do so in such a manner as shall not endanger public health or cause damage or expense to public or private property. Each Subcontractor shall abide by the requirements of any public agencies having jurisdiction (including any provision requiring the supply of a settling tank before depositing into storm sewer). If temporary filtration or holding tanks are required these facilities are to be supplied by the subcontractor conducting the water removal or redirecting activities.

ARTICLE 16

USE OF PREMISES, BARRICADES AND PROTECTIONS

- 16.1 Each Subcontractor shall be subject to such rules and regulations for the conduct of the work as the Owner or Contractor may establish. All employees shall be properly and completely clothed while working and wear proper personal protective equipment. Possession or consumption of alcoholic beverages or drugs, firearms or obnoxious behavior on the site is strictly prohibited.
- 16.2 Before starting his work, each Subcontractor shall ascertain from Contractor what entrances, routes or roadways shall be used for access to the work, and use only those designated for movement of personnel, materials, and vehicles to and from the work. Close coordination shall be required of each Subcontractor with the Owner, Contractor, other Subcontractors, the governing authorities and others having an interest in the Project to assure that work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property is minimized. Each Subcontractor is responsible to review the site and be familiar with all existing conditions within and around the Owner's property including local conditions and requirements.
- 16.3 Subcontractor's and construction delivery access to the work site shall be designated by Contractor. **Under no circumstances are unregistered visitors allowed to access the project site without completing the required registration at the jobsite trailer first.** In addition, selected entrances to the construction site will be accessible during normal working hours for the use of all Subcontractors for material and equipment deliveries and worker access to the construction site.
- 16.4 Each Subcontractor shall maintain free access to all buildings and areas of the site for designated vehicles, service vehicles and fire-fighting equipment and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Owner and Contractor. Fire hydrants must remain accessible at all times. Subcontractors shall give Contractor in writing at least forty-eight (48) hours-notice of any such change or routes.
- 16.5 Each Subcontractor and Sub-subcontractor shall provide and maintain in good repair barricades, overhead protection, guard rails, etc., as required by law or as necessary for the protection of the public and personnel engaged in the work from hazards incidental to the performance of this Subcontract. Subcontractor shall do everything necessary to protect Owner's and Contractor's employees, the public and worker from injury or damage to vehicles and other property.
- 16.6 Each Subcontractor shall confine his work to normal working hours as established by Contractor. The Subcontractor may prosecute the work during the entire twenty-four (24) hours of any day of the week with the approval of Contractor, provided Subcontractor so conducts his operations as to not create a public nuisance or disturb the peace and providing such operations are conducted so as to comply with all applicable laws, ordinances and regulations.
- 16.7 Saturday and/or Sunday will be considered as a normal work day for Subcontractors when used to make up time lost during the week, due to rain or other inclement weather, or to keep pace with the Project schedule or when designated by the Contractor and shall be worked at no additional cost to Contractor. Under certain circumstances Sunday will be considered the makeup day as Saturday work may be prohibited by the owner.

- 16.8 Whenever a Subcontractor intends to deviate from normal working hours, Subcontractor shall notify Contractor in writing at least forty-eight (48) hours in advance. Failure of the Subcontractor to give such timely notice may be cause for Contractor to require the removal or uncovering of the work performed without the knowledge of Contractor. Special arrangements can be made for emergency work or shutdowns as may be required.
- 16.9 Work shall, if required, be constructed in phases to accommodate the Owner's early occupancy of the premises during the construction period and for installation of his equipment. Each Subcontractor shall coordinate his construction schedule with Contractor and, if requested by Contractor, by Owner's representative.
- 16.10 Subcontractor shall follow pre-established haul routes determined by the Contractor for the removal of or import of materials from site. This shall be strictly adhered to along with the times that hauling cannot occur, if any. Speed limits shall not be exceeded when hauling within construction limits. Subcontractor shall utilize tire wash at entrance/exit to site and make sure vehicles/trucks never leave site tracking sediment on to surrounding roadways. If sediment is tracked, it is Subcontractor's responsibility to clean up roadways at direction of Contractor.

ARTICLE 17

CUTTING AND PATCHING OF WORK

- 17.1 Each Subcontractor is responsible for patching all holes and openings Subcontractor makes. Patching shall match adjacent surfaces in materials and finish. Each Subcontractor shall utilize only tradesmen skilled in the specific finish and material involved in making the patches. All patching shall be done in a neat and workmanlike manner to the satisfaction of Contractor. Defective Work shall be corrected at no cost to the Owner and Contractor.
- 17.2 Where new work connects with existing, each Subcontractor shall (i) perform all necessary cutting and fitting required to make a satisfactory connection with the work to be performed so as to leave the entire work in a finished and workmanlike condition and (ii) furnish all labor and materials to this end, whether or not shown or specified. All measurements must be verified.
- 17.3 Each Subcontractor shall be responsible to pay the appropriate other Subcontractors, as determined by Contractor, for restoring to the original state any portion of the work that is disturbed or damaged as a result of such Subcontractor's actions.
- 17.4 The use of electric and pneumatic impact hammers and concrete coring machines must be coordinated with Contractor prior to use.

ARTICLE 18

PROJECT MEETINGS

- 18.1 Project meetings shall be held at a time to be designated by Contractor. It is a requirement that a representative of the Subcontractor having authority to make contractual decisions attend each meeting while the Subcontractor is on site. Subcontractors shall attend any other required meetings to properly coordinate subcontractors work with all others. An excused absence is required from the Project Superintendent and/or Project Manager. Subcontractor is responsible to perform all work as scheduled in these weekly meetings.
- 18.2 Contractor shall schedule, chair, and administer all regularly scheduled meetings throughout the progress of the work for the purpose of coordinating and expediting the work. Such meetings shall be held at the jobsite to allow the bringing together of responsible representatives of active Subcontractors for the purpose of planning, assessing progress and discussing problems of mutual concern.

18.3 Other meetings shall be called as necessary by Contractor. The scope of meetings includes, but is not limited to:

18.3.1 Preconstruction/Installation Meetings - to be scheduled by Contractor and conducted at the jobsite. The agenda shall include:

- a) Discussion on major Sub-subcontracts and Suppliers
- b) Major and/or critical work sequencing relating to the project schedule and schedule update and revision procedures
- c) Project coordination and designation of responsible personnel
- d) Procedures and processing of field instructions, requests for proposals, submittals, change orders, applications for payment, RFIs, etc.
- e) Quality assurance/control issues
- f) Adequacy of distribution of Contract Documents
- g) Procedures for maintaining record documents and as-builts
- h) Use of premises, office, work and storage areas
- i) Construction facilities/temporary utilities
- j) Safety and security procedures
- k) Other administrative procedures
- l) LEAN Meetings
- m) 100 Days Until TCO Checklist Meeting

18.3.2 Job Progress Meetings - On-site project coordination/progress meetings shall be held on a weekly basis or as appropriate throughout the life of the project. Contractor shall set the agenda for the job progress meeting. At a minimum, each Subcontractor shall be prepared to discuss the following:

- a) Actual vs. scheduled progress for the prior one-week period
- b) Planned construction activities for the next four weeks
- c) Problems with, revisions to and corrective measures and procedures to regain the construction schedule, if required
- d) Review of off-site fabrication, delivery schedules, long-lead items
- e) Document clarification requests
- f) Coordination items with other Subcontractors
- g) Changes in the Work affecting cost and/or time
- h) Submittals and shop drawings
- i) Field observations, problems, and conflicts
- j) Quality control issues and non-conformance resolutions
- k) Safety issues
- l) Quality Assurance requirements
- m) Safety Meetings - Refer to Project Safety Program for more details

18.3.3 Inspection Tours - Formal inspection tours shall be made with regard to job progress by the Owner, Architect, local, state or federal officials, and others, as the occasion warrants and as scheduled by Contractor. If requested by Contractor, each Subcontractor shall be prepared to show and explain his Work throughout the Project to the inspection parties in addition to providing work in compliance with these inspections.

18.3.4 Change Request Meetings - Upon issuance of a major bulletin (RFP/CCD), Contractor shall conduct a meeting as necessary with all significantly affected Subcontractors to review its contents and determine cost, delivery and schedule impacts. At a minimum, each such Subcontractor shall be prepared to discuss the following:

Modeled after AGC DOCUMENT NO. 600, 1984 Edition. (revised 04/29/22)

- a) Impact of out-of-sequence work
- b) Identification of pertinent long-lead material and systems impact
- c) Alternative recommendations
- d) Evaluation of approximate cost magnitude
- e) Evaluation of impact on completion
- f) Alternate sequencing
- g) Due date for Contractor pricing and scheduling impact

18.3.5 Other Meetings - Special meetings shall be called by Contractor to resolve construction problems, quality issues or other. All Subcontractors must work through Contractor to resolve questions and differences.

ARTICLE 19

SUBMITTALS

- 19.1 Each Subcontractor shall prepare and provide a submittal register to Contractor, showing all items requiring submission within ten (10) days of contract award, organized by related specification section number sequences.
- a) The submittal register shall be submitted in a format to the level of detail required by Contractor.
 - b) The Subcontractor's initial submittal register shall include as a minimum:
 - b1) Submittal breakdown by specification section numbers
 - b2) Scheduled date for initial submittal of item
 - b3) Days required after return by Architect through Contractor of approved submittal(s) to fabricate and deliver the specific items to site (if applicable)
 - c) The submittal register shall be coordinated with the schedule of values to insure delivery and payment requests are projected accurately. Contractor shall not be responsible for failure of the Subcontractor to properly schedule the process of material/product design, submittal, review, fabrication, delivery, storage and installation.
 - d) Conformance with the approved submittal register shall become a part of the Subcontractor's obligations under the Subcontract and the Subcontractor shall be subject to requirements thereof. The Subcontractor shall revise and/or update the register monthly to consider all changes. Each such revised edition and/or revision to the register shall be resubmitted to Contractor for approval and shall not be effective unless so approved.
 - e) Contractor shall have the right to require each Subcontractor to add and/or delete items on the submittal register at any time.
 - f) The submittals shall be submitted within 30 days of contract issuance in a format to the level of detail required by Contractor.
- 19.2 Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval within the time specified by the Contractor. No delay damages or time extensions shall be allowed to Subcontractor for time lost in late submittals or re-submittals, and Subcontractor shall be liable for any additional costs resulting there from.
- 19.3 The approval of shop drawings and/or submittals does not release the Subcontractor from its obligation to perform the work per plans and specifications unless specifically directed otherwise in writing.
- 19.4 The Subcontractor shall coordinate and sequence different categories of submittal for the same work and for interfacing units of work, so that one shall not be delayed by the coordination of the Architect's review with another. Drawings of component items forming a system or that are interrelated shall be correlated and submitted concurrently. Certifications to be submitted with pertinent drawings shall be so scheduled and submitted.

- 19.5 Each Subcontractor shall furnish approved copies of shop drawings, diagrams, templates, catalog cuts, technical data, etc., to other Subcontractors in other related work designated by Contractor for the purposes of coordination of this work.
- 19.6 Final payment will be made only upon the satisfactory completion of all contract requirements. Subcontractor shall provide all close out documents (warranties, guarantees, owner manuals, etc.) at 50% completion of their work. Final testing and as-builts are to be provided within five (5) days of completion of the work.

ARTICLE 20

SCHEDULE OF VALUES AND PAYMENT

- 20.1 The schedule of values shall be submitted in a format to the level of detail specified by Contractor.
- 20.1.1 The sum of the parts of the schedule of values shall total to the Subcontract sum.
- 20.1.2 The minimum level of breakdown on the application for payment shall be:
- a) Bond costs, if applicable
 - b) General items
 - c) Major portions of the work (broken down into labor and material line items for specific areas of the facility). Specific line items shall be created to identify Owner direct purchase material values if required.
 - d) Stored material projections
 - e) Sales tax
 - f) A listing of executed change orders to the contract, if any, in sequential order
- 20.1.3 Schedule of value items shall have a direct and understandable relation to the project construction schedule.
- 20.1.4 Overhead and profit shall be distributed into each item of work.
- 20.1.5 The schedule of values, once reviewed and accepted by Contractor and Architect, shall be the basis for the Subcontractor's application for payments.
- 20.1.6 Contractor shall have the right at its discretion to require the Subcontractor to alter the value or add/delete categories listed on the schedule of values at time of approval.

ARTICLE 21

PERMITS AND FEES

Each Subcontractor shall coordinate all inspections and city and state approvals required for the successful completion of the work contained within his respective bid category and deliver required certificates of inspection to Contractor.

ARTICLE 22

QUALITY CONTROL

- 22.1 Each Subcontractor is responsible to provide the Owner with a completed quality product. Subcontractor will develop, in conjunction with Contractor, a quality assurance/punch list management program for the Project.

- 22.2 All work shall be done by persons qualified in their respective trades, and the workmanship shall be first-class in every respect. All materials and equipment furnished shall be the best of their respective kinds for the intended use and, unless otherwise specified, shall be new and of the latest design. The Architect shall make all decisions with respect to questions concerning the quality or fitness of materials, equipment and workmanship.
- 22.3 Failure by a Subcontractor to conduct his operations, means and methods and coordinate proper sequencing of the work may be cause for Contractor to withhold payment or employ other means deemed necessary to correct non-conforming work.
- 22.4 If a testing firm is required to perform engineering laboratory services and on-site inspections or testing by the Contract Documents, the testing firm will be paid in accordance with the provisions of the Contract Documents. Testing and inspection costs not specifically called for payment by Contractor or owner are to be paid and accounted for by the subcontractor performing the work to be inspected or tested.
- 22.5 The testing firm shall furnish a report to Contractor. Copies of test and inspection reports shall be furnished to the appropriate Subcontractors. The testing laboratory and their representatives shall be instructed to promptly call to the attention of the Subcontractor representatives any instance of non-compliance with the requirements of the Subcontract. Failure to so notify the Subcontractor shall not relieve the Subcontractor of any of his responsibilities for compliance or making good workmanship or materials that are not in compliance with the requirements of the Subcontract. Each Subcontractor shall be responsible to pay any cost associated with retesting any Work found not in compliance with the Subcontract requirements.
- 22.6 Each Subcontractor shall cooperate with the testing firm and provide labor to assist with sample preparations or collection where applicable.
- 22.7 Subcontractor is aware of the inspections needed for the completion of this scope of work by Contractor, Owner/Architect, 3rd party inspectors and local authority having jurisdiction. If Subcontractor fails to provide adequate time for these inspections to take place or proceeds with subsequent work, Contractor may either delay or request removal and replacement of placed un-inspected work for proper inspection to occur at Subcontractor's expense. This Subcontractor shall have at a minimum a foreman present, who is familiar with the work and installations being inspected, at the time of inspections as it applies to their own trade's work.

ARTICLE 23

EMPLOYMENT POLICY

- 23.1 Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or other legally impermissible factor (the "Improper Discriminatory Factors"). The Subcontractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to Improper Discriminatory Factors. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 23.2 The Subcontractor shall, in all solicitations and advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without a regard to such Improper Discriminatory Factors.

ARTICLE 24
CONFIDENTIALITY

Each Subcontractor shall treat all information relating to the Project and all information supplied to the Subcontractor by the Owner, Architect or Contractor as confidential and proprietary information and shall not permit its release to other parties or make any public announcement or publicity releases without prior written authorization of the Owner, the Contractor and the Architect.

ARTICLE 25
EXTRA WORK

- 25.1 Only Contractor's T&M form will be accepted for extra work.
- 25.2 The Project Superintendent is only empowered to verify hours, man counts, and quantities of materials installed; these verifications are not an acceptance or verification of financial or monetary changes
- 25.3 Each Subcontractor and Vendor shall review revised Contract Documents, including A/Es responses to RFIs, ASIs, sketches, RFPs and CCDs immediately upon receipt and respond in writing per Article 6 related to cost and schedule impacts. Furthermore, all pricing submitted by Subcontractor or Vendor, no matter by whom it is initiated, shall include a pricing summary with detailed back-up indicating labor, material and all applicable quantities and unit costs for all items, burdens, overhead and profit for which additional compensation is requested. This summary shall be in accordance with the Project standard, a sample of which will be provided by Contractor upon request. In addition, it is specifically agreed and understood that the following items are included as a part of the overhead and profit costs: non-working field supervision, small tools (purchased and rented), and all general office expenses. Furthermore, each Subcontractor and Vendor agrees to commence and diligently perform Work in accordance with revised Contract Documents upon written direction of the Contractor.

ARTICLE 26
MISCELLANEOUS

- 26.1 The Subcontractor is recognized as a professional for this Scope of Work and is to possess superior working knowledge for all means, methods and quality control standards of products, materials, and code compliance issues. This Scope of Work is to be used as a guideline along with the project specifications and does not relieve the Subcontractor from responsibility of notification of design conflicts, errors or omissions. It is understood and agreed that whatever is required of Contractor is required of the subcontractor as applicable to the work covered in this subcontract.
- 26.2 Subcontractor will provide Supervisors and workers to perform all required punch list work to prepare the work covered by his Subcontract for final acceptance. This includes as a minimum requirement, this Subcontractor's individual inspection and repair of his own work, completion of Contractor's Inspection and field observation reports requiring corrective or addition measures, and completion of the Architect's and Owner's Punch lists as described in other provisions of the Contract Documents, including, without limitation, all Conditions of the Contract (general, special and supplementary). All punch list work shall be completed in a timely manner (prior to the contractually required substantial completion date) to meet the Owner's building turnover dates, and interim milestone dates.
- 26.3 If the punch list is not completed within the time specified by the Contractor, the Contractor may exercise the right to complete the punch list on Subcontractor's behalf and reduce subcontract accordingly. No additional notice shall be given.
- 26.4 It is a requirement that each Subcontractor and Sub-subcontractor provide, at his own expense, a two-way communication radio, or phone to his Superintendent/Foreman for the purpose of communication with

Contractor's Project Superintendent. The Project radio frequency shall be coordinated with Contractor. No radios other than a two-way communication type will be allowed on site.

- 26.5 Subcontractor shall relocate, receive, unload, store, install and protect all Owner furnished equipment and material related to the Subcontractor's Scope of Work.
- 26.6 The contract documents are available via the designated Batson-Cook Collaboration site that all subcontractors shall be given access to; therefore, all subcontractors shall inspect all Civil, Architectural, Structural, Mechanical, Electrical, Plumbing plans and what is required by anyone shall be binding as if required by all. The intent of the documents is to include all labor material, equipment, and other items necessary for the complete and proper execution of the work needed to provide a complete working system. It is the Subcontractor's responsibility to procure a digital set of Construction Specifications and Drawings from the Project Collaboration folders for the purpose of assembling a hard copy set. Should any additional hard copy sets be required, the Subcontractor shall be responsible for procuring at their own expense.
- 26.7 Subcontractor shall be responsible for sleeves, fire safing and/or fire caulking at all wall or floor penetrations made by such Subcontractor. Subcontractor shall provide the UL listed assembly information for each fire-safing occurrence. If a UL assembly does not exist, Subcontractor shall furnish engineered judgments(s) at his expense.
- 26.8 Subcontractor shall provide access panels as required for access to his work whether indicated on the Drawings.
- 26.9 All work shall be performed in strict accordance with all OSHA regulations and Contractor's Safety standards whichever is more stringent. Subcontractor will at all times provide a working, non-roving, English speaking, on-site person competent to address the Contractor's Safety and Quality Control concerns and or issues.
- 26.10 Subcontractor is expected to have a working knowledge of complete plans and specifications as to coordinate the completion of Subcontractor's scope of work as it relates to all other Subcontractors. Subcontractor has acknowledged that drawings provided may be partial or incomplete and understands that additional information may be needed to provide a fully operational system within this scope of work. Subcontractor may need to seek or provide additional information from/to local authority sources to obtain this information based on their expertise in this scope of work. Any information provided by Subcontractor in no way constitutes an acceptance of design responsibility on the part of the Subcontractor, but simply a way of ensuring proper operation of the system based on their expertise.
- 26.11 Subcontractor shall furnish to Contractor a list of all equipment and/or machinery to be utilized on the Project. This list shall designate whether the equipment is owned, leased or rented. If leased or rented, Subcontractor shall also provide the applicable rental and transportation rates. Subcontractor shall adhere to the transportation routes provided by the Contractor when transporting equipment. Subcontractor shall inform Contractor in writing 24 hours prior to any equipment being moved to different areas. This shall enable Contractor to coordinate with surrounding facilities and any special needs if applicable.
- 26.12 Subcontractor shall provide all closeout documentation, warranties, operating and maintenance manuals, and owner's training as directed. Subcontractor's attention is directed to the Contract Specifications for the project closeout and guarantee/warranty requirements.
- 26.13 It is the responsibility of the subcontractor to treat all work by "others" as finished products. All work must be coordinated and protected with the other vendors so that damage does not occur to finished products. Subcontractor shall be responsible for any and all damages to other trades work if such damage is caused by your work.

- 26.14 A Job Hazard Analysis (JHA) must be completed daily for ALL work and communicated daily with the Contractor Superintendent.
- 26.15 Subcontractor agrees that this project is based upon specific performance and may require work indicated within the project schedule as provided by Contractor. Subcontractor agrees to work in shifts or premium time as required to accomplish the production indicated in the Overall Project Schedule.
- 26.16 Subcontractor agrees that it shall be solely responsible for providing all Work and materials to the General Contractor and that it may not use a sub-subcontractor or material supplier without obtaining the written consent and approval from the General Contractor.
- 26.17 Subcontractor agrees to perform its obligations under this subcontract directly to the Owner in the case of a General Contractor default or Owner termination for convenience.
- 26.18 No Subcontractor shall remove plastic on the ends of sealed ductwork.

ARTICLE 27

FIRE PRECAUTIONS AND PROTECTION

- 27.1 All Subcontractors and Sub-subcontractors assume full responsibility and shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any construction work, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private.
- 27.2 No open fires shall be permitted. Subcontractors and Sub-subcontractors shall not start fires with gasoline, kerosene or other highly flammable materials.
- 27.3 Each Subcontractor and Sub-subcontractor shall insure that welding, flame cutting or other operations involving the use of flame, arcs, or other devices shall not occur without adequate protection and shielding. All combustible and flammable material shall be removed from the immediate working area in which such operations are conducted. Each Subcontractor and Sub-subcontractor performing work involving welding or open flame shall provide his own fire extinguishers in the immediate area of the work. A Hot Work permit will be required as prescribed by Contractor.

ARTICLE 28

HAZARDOUS MATERIALS

- 28.1 Each Subcontractor shall be constantly aware of the possible discovery of hazardous materials on the Project site. Prior to work which may disturb the suspect material, the Subcontractor shall immediately inform Contractor and Owner. The Owner shall engage an industrial hygienist to sample and test the materials. Should the test prove negative, work shall proceed. Should the test prove positive, the work shall be put on "HOLD" and the Owner shall conduct corrective measures and/or disposal programs in accordance with current codes and regulations. Upon completion of this program and proper clearance from the industrial hygienist, the work shall then proceed.
- 28.2 Each Subcontractor shall inform ALL their employees and all the employees of each of his Sub-subcontractors on the Project site of the provisions in these paragraphs and instruct each employee regarding the jobsite procedures of reporting all suspected hazardous materials.

ARTICLE 29
PROTECTION OF UNDERGROUND FACILITIES

- 29.1 Each Subcontractor shall provide and maintain proper shoring and bracing per OSHA for existing underground utilities, sewers, and building foundations encountered during his excavation work, to protect them from collapse or movement, or other damage until they are to be removed, incorporated into the new work or can be properly backfilled upon completion of new work.
- 29.2 Whenever any Subcontractor (or any Sub-subcontractor or other person for whom such Subcontractor is responsible) is performing excavation work, regardless of location, it shall be the Subcontractor's responsibility, prior to commencing any excavation work, to contact the "Locate Service" in accordance with all local regulations, and not to proceed with such excavation until receipt of notification that all buried services have been marked. Utilities and/or other services that are shown, or not shown but encountered, shall be protected by the Subcontractor from any damage from any work and operations of the Subcontract, unless or until they are abandoned. If the utilities or services are not abandoned at time of damage, the Subcontractor shall immediately repair any damage caused by his Work or operations and restore the utilities and services to an equal or better condition than existed prior to the damage.

ARTICLE 30
SUBCONTRACTOR'S DAILY REPORT

- 30.1 Each Subcontractor shall prepare and distribute daily to the Contractor a comprehensive daily report and maintain it during the entire Project period. The daily report shall be submitted to the Contractor's Superintendent, by no later than 9:00 a.m. the following work day for the previous day's work. This report will specifically alert the Contractor to items which could result in claims. The daily report shall include the following as a minimum:
- a) Manpower by trade
 - b) Weather
 - c) List of visitors
 - d) Description of Work being performed with specific location
 - e) Situations or circumstances, which could delay the Work or give cause for claims for extension or added costs
 - f) Instruction or information requested
 - g) Accidents
 - h) Materials received, or ordered
 - i) Major equipment arrival/departure. If owned or rented, active, or idle. If rented, provide contact info for rental company and rental agreement #.
 - j) Job Hazard Analysis (JHA) is required to be conducted on site daily for each crew. The JHA is to be documented, signed by all crew members and submitted.
 - k) Hazardous Materials

ARTICLE 31
COMMUNICATIONS

All Communications to the Owner and/or Architect shall be through Contractor.

ARTICLE 32
PROJECT TEAM

The person or persons responsible for successful prosecution of the work by each subcontractor such as Project Manager, Superintendent, Foreman, etc. who are authorized to receive information and direction from Contractor personnel are to be designated in a timely manner and shall not be changed during the Project construction period

without proper notification to and approval of Contractor. Furthermore, all key personnel are subject to the approval of Contractor.

ARTICLE 33

COST ADJUSTMENTS

Each Subcontractor and Vendor shall review revised Contract Documents, including A/Es responses to RFIs, ASIs, sketches, RFPs and CCDs and respond, in writing, within five (5) calendar days after receipt of said documents concerning changes in the Scope of Work, if any, as well as the corresponding cost and schedule impacts. Failure to respond to revised documents relating to any such Subcontractor or Vendor may negate any additional time or monies requested by such Subcontractor or Vendor, to perform the revised Scope of Work. Furthermore, all pricing submitted by Subcontractor or Vendor, no matter by whom it is initiated, shall include a pricing summary with detailed back-up indicating all applicable quantities and unit costs for all items for which additional compensation is requested. Each Subcontractor and Vendor shall provide percentages for overhead and profit in accordance with the Subcontract, however, even if the Contract Documents do not so prohibit same, in no event shall the overhead and profit requested by any Subcontractor or Vendor on changes exceed 15% of the cost of the Work (cost of the Work x 15% = overhead and profit). Furthermore, each Subcontractor and Vendor agrees to commence and diligently perform Work in accordance with revised Contract Documents upon written direction of the Contractor.

ARTICLE 34

WAIVER AND RELEASE OF LIENS

As a prerequisite to receiving monthly progress payments, Subcontractor is required to provide Contractor with Release of Liens from all material men and Sub-subcontractors providing materials and/or labor, and equipment to the Subcontractor for the Project for the immediately preceding payment period. For example, Subcontractor shall provide releases from his suppliers and subcontractors for payment period #1 for the Subcontractor to receive payment for period #2. Prior to receiving Final Payment from Contractor, each Subcontractor shall provide Final Waivers from all his suppliers and Sub-subcontractors.

END EXHIBIT "C"