

PROJECT NAME
ADDRESS

Subcontractor Name
Address

Subcontract Agreement XXXX-01

Phase XXXX- -

DATE

Scope of Work



Clancy & Theys Construction Company
7730 England Street
Charlotte, NC 28273
NC License #: 2077
www.clancytheys.com



Clancy & Theys Construction Required Documentation from Subcontractors

Disclaimer: This document is intended to serve only as a guideline for C&T employees and related subcontractors and is not meant to be all inclusive or to supersede governmental regulations. The following pertains to any direct subcontractor of C&T as well as any lower tiered subcontractor hired by a direct subcontractor of C&T.

The following items must be turned in to the C&T Project Manager by the direct subcontractor prior to commencing their respective scope of work. Failure to do so will result in not being able to commence work and/or progress payments being withheld until they are received.

- Site Specific Safety Manual (Hard copies required and in a 3 ring binder if an excess of 100 pages)
 - Lower tier subcontractors are expected to adopt the direct subcontractor’s safety program or submit a copy of their program.
- Hazard Communication Plan and Safety Data Sheets “SDS” (Hard copies required and in a 3 ring binder if an excess of 100 pages)
 - SDS books are required to include materials used by both direct and lower tier subcontractors.
- Certificate of Insurance (COI) with C&T named as additional insured on the insurance policy
- List of intended lower tier subcontractors with contact information as well as a (COI) from each

The following items must be turned in to the C&T Onsite Superintendent by the direct subcontractor prior to commencing their respective scope of work. Failure to do so will result in not being able to commence work and/or progress payments being withheld until they are received.

- List of First Aid/CPR Trained Personnel that will be onsite full-time during construction
- Training verification for OSHA required competent persons as pertaining to the subcontractor’s related scope of work for the project. The following is a list of many of the OSHA required Competent Persons that may be utilized during construction projects.

Fall Protection	Lead	Rigging
Scaffolding / Aerial Lifts / Mast Climbing Platforms	Asbestos	Confined Space Entry
Steel Erection	Excavations & Trenching	Concrete Tilt-Up Construction
Ladders	Demolition	Blasting
Stairways	Electrical	Hearing Protection
Welding & Cutting materials with Preservative Coatings	Crane	

- Training verification for OSHA required certified/qualified persons as pertaining to the subcontractor’s related scope of work for the project. The following is a list of many of the OSHA required Certified/Qualified Persons that may be utilized during construction projects.

Forklift Operators	Powder Actuated Tool Operators	Laser Operator
Traffic Control Flagger	Crane Signalperson	Rigger
Scaffolding Erector	Roofing Fall Protection Monitor	

Additional Documentation to be Submitted to C&T During Course of Construction

Daily Inspections:

- Daily Crane Walk-Around Inspections
 - Inspection by a Competent Person must be performed prior to each shift
 - Inspection documentation must be available upon request and must be submitted to the C&T Onsite Superintendent monthly.
- Scaffolding Inspections
 - All scaffolding must have a tag(s) at all access points indicating that the scaffold has been inspected. The tag will indicate the condition and permitted use of the scaffold. Inspection by a Competent Person must be performed prior to each shift and after any modifications are made.
- Excavation & Trenching Inspections
 - Inspection by a Competent Person must be performed prior to each shift
 - Documentation of inspection is not required unless deemed necessary by the C&T EH&S Department to ensure OSHA compliance.

Received Weekly:

- Jobsite Inspection for the subcontractor's scope of work
- Toolbox Talks
- Rigging Equipment Inspections
- Ladder Inspections
- Daily Reports
- Electrical Distribution Panels
 - Inspection Tags/Stickers must be utilized to document inspections.

Received Monthly:

- Fire Extinguisher Inspections
 - Inspection Tags/Stickers must be utilized to document NFPA 10 required monthly inspections.
- Monthly Crane Inspections
 - A copy of the monthly inspection logs will be submitted to the C&T Onsite Superintendent

Received As-Needed:

- Hot Work Permits (Heat / Flame / Spark)
 - Obtained from and submitted to the C&T Onsite Superintendent prior to hot work tasks
- Hot Work Permits (Tasks involving working with Live Electricity)
- Carbon Monoxide Evaluations & Monitoring Reports
 - Obtained from and submitted to the C&T Onsite Superintendent
- Permit Required Confined Space Entry Permits
 - Submitted to the C&T Onsite Superintendent prior to entering a confined space. Hazard evaluations and air quality testing will be performed by the subcontractor. Subcontractor will supply all necessary equipment and personnel as required by OSHA.
- Non-Permit Required Confined Space (PRCS) Evaluation Form
 - Obtained from and submitted to the C&T Onsite Superintendent prior to entering a non-PRCS. Hazard evaluations and air quality testing will be performed by the subcontractor.

Pre-Installation Meetings & Accompanying Documentation

Meetings will be coordinated by the C&T Project Manager and/or Onsite Superintendent and must be scheduled at least 2 weeks prior to commencement of work. Representatives (PM & Foreman) of the subcontractor(s) and lower tiered subcontractors, C&T Onsite Superintendent, and C&T EH&S Department Representative are required to attend these meetings unless other arrangements have been established.

Pre-Install meetings must be held for the following trades however, additional pre-install meetings may be necessary as required by the project specifications:

- Clearing, Grading, & Roadwork/Sidewalks
- Demolition
 - Engineered Pre-Demolition Survey Report
- Hoisting Operations utilizing a crane having the capacity of more than 2000 pounds, regardless of; the weight of the load; the crane type or configuration; how many lifts are to be made; how long the crane will be on the project; or the trade using the crane. This also includes assist cranes used for crane assembly.
 - Site Specific Hoisting Plan
- Structural Steel
 - Site Specific Hoisting Plan
- Cast-In-Place Concrete, Tilt-Up & Precast
 - Site Specific Hoisting Plan
 - Engineered Wall Bracing Plan
- Masonry
 - Engineered Wall Bracing & Limited Access Zone Plan (Does not apply to veneer)
- Wood Framing
 - Site Specific Fall Protection Plan

- Siding, Exterior Finish Systems, & Exterior Painting (1 meeting for all trades)
- Roofing
- Interior Finish Trades (1 meeting for all trades)
- Plumbing, Electrical, Mechanical, & Fire Suppression (1 meeting for all trades)

SAMPLE

ConsensusDocs 750

STANDARD AGREEMENT BETWEEN CONSTRUCTOR AND SUBCONTRACTOR

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ARTICLE 1 AGREEMENT

Job Number: **6803-**

Subcontract Number: **6803-01**

This Agreement is made **11/16/2018** by and between the

CONSTRUCTOR,
Clancy & Theys Construction Co.
7730 England Street
Charlotte, NC 28273

and the

SUBCONTRACTOR,

for services in connection with the SUBCONTRACT WORK

All work necessary and incidental to complete the XXX scope of work for this Project in accordance with and reasonably inferable from the Subcontract Documents and as more particularly, though not exclusively, specified in Section 2.1 and in Attachment #1 (Subcontractor Supplementary Conditions and Operation Requirements) to this Agreement.

for the following

PROJECT

Notice to the Parties shall be given at the above addresses.



The OWNER is

The DESIGN PROFESSIONAL for the Project is

ARTICLE 2 SCOPE OF WORK

2.1 PARTIES' RELATIONSHIP The Parties each agree to proceed with the Subcontract Work on the basis of mutual trust, good faith, and fair dealing. The Parties shall each endeavor to promote harmony and cooperation.

2.2 SUBCONTRACT WORK The Constructor contracts with the Subcontractor as an independent contractor to provide all labor, materials, equipment, and services necessary or incidental to complete the work for the Project described in ARTICLE 1 in accordance with, and reasonably inferable from, that which is indicated in the Subcontract Documents, and consistent with the Progress Schedule, as may change from time to time. The Subcontractor shall perform the Subcontract Work under the general direction of the Constructor and in accordance with the Subcontract Documents. The Subcontract Work includes all work described in the Subcontract Documents, including all such labor, materials, equipment, or services incident thereto as is customarily performed or furnished by the trade covered by this Subcontract. In the event that the Subcontract Work is not sufficiently explained or described in the Subcontract Documents, then the Subcontractor agrees to conform to such clarification or explanation by the Constructor as part of this Subcontract without extra compensation.

2.3 CONSTRUCTOR'S WORK The Constructor's Work is the construction and services required of the Constructor to fulfill its obligations pursuant to its agreement with the Owner (the Work). The "Subcontract Work" is a portion of the Constructor's Work.

2.3.1 ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and discloses promptly any to the other Party; and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, subcontractors or others for whom they may be liable, to secure preferential treatment.

2.4 SUBCONTRACT DOCUMENTS The Subcontract Documents include this Agreement, the prime agreement, special conditions, general conditions, specifications, drawings, addenda issued and acknowledged prior to execution of this Agreement, amendments, laboratory testing to determine the nature of encountered hazardous materials, other documents listed in this Agreement, and modifications issued in accordance with this Agreement. The Constructor shall make available to the Subcontractor, prior to the execution of this Agreement, copies of the existing Subcontract Documents to which the Subcontractor will be bound (but, at Constructor's option, with the amount of Constructor's fees omitted). The Subcontractor shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Constructor at any time after the Subcontract Agreement is executed. The Subcontract Documents existing at the time of the execution of this Agreement are listed in Article 13. The Subcontractor acknowledges and represents that all Subcontract documents have been made available for review and examination by the Subcontractor, that the Subcontractor is familiar with the Subcontract Documents and the requirements set forth therein, and that the Subcontractor has investigated the nature, locality, and site of the Subcontract Work and the conditions under which the Subcontract Work is to be performed.

2.4.1 DOCUMENTS IN ELECTRONIC FORM If the Owner requires that the Owner, Design Professional, Constructor and Subcontractors exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, and Constructor shall agree in ConsensusDocs 200.2 or a written protocol governing all exchanges, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements; and (h) the cost of such documents to the Subcontractor. The Subcontractor shall provide whatever input is needed to assist the Constructor in developing the protocol and shall be bound by the requirements of the written protocol. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.



2.5 CONFLICTS In the event of a conflict between this ConsensusDocs 750 Standard Agreement as modified and the other Subcontract Documents, this ConsensusDocs 750 Standard Agreement, as modified, shall govern.

2.6 DEFINITIONS

2.6.1 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.6.2 The term "Day" shall mean calendar day.

2.6.3 "Laws" mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Subcontract Work with which the Constructor and Subcontractor must comply that are enacted as of the Agreement date.

2.6.4 The "Parties" are collectively the Constructor and the Subcontractor.

2.6.5 Wherever the term "Progress Schedule" is used in this Agreement, it shall be read as Project Schedule when that term is used in the Subcontract Documents.

2.6.6 A "Subcontract Change Order" is a written order signed by the Constructor and the Subcontractor after execution of this Agreement, indicating changes in the scope of the Subcontract Work, the Subcontract Amount or Subcontract Time, including substitutions proposed by the Subcontractor and accepted by the Constructor.

2.6.7 "Subcontract Time" means the time period on the Progress Schedule between commencing and completing the Subcontract Work.

2.6.8 "Worksite" means the geographical area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

2.6.9 The terms "Construction Manager" and "General Contractor," when used in this Agreement, shall both refer to and have the same meaning as, the "Constructor."

2.6.10 The term "prime agreement" as used herein shall refer to and have the same meaning as the agreement between the Owner and Constructor, and shall include changes or modifications thereto and all documents incorporated therein.

ARTICLE 3 SUBCONTRACTOR'S RESPONSIBILITIES

3.1 OBLIGATIONS The Constructor and the Subcontractor are hereby mutually bound by the terms of this Agreement. To the extent the terms of the prime agreement apply to the Subcontract Work, then the Constructor hereby assumes toward the Subcontractor all the obligations, rights, duties, and redress that the Owner under the prime agreement assumes toward the Constructor. In an identical way, the Subcontractor hereby assumes toward the Constructor all the same obligations, rights, duties, and redress that the Constructor assumes toward the Owner and Design Professional under the prime contract. In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

3.2 RESPONSIBILITIES The Subcontractor shall furnish its best skill and judgment to perform the Subcontract Work in an expeditious manner and to cooperate with the Constructor so that the Constructor may fulfill its obligations to the Owner. 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 Subcontract Work, all of which shall be provided in full accord with and reasonably inferable from the Subcontract Documents. The Subcontractor shall provide the Constructor a list of its proposed subcontractors and suppliers, and be responsible for taking field dimensions, providing tests, obtaining required permits related to the Subcontract Work and affidavits, ordering of materials, and all other actions as required to meet the Progress Schedule.

3.2.1 Constructor, being the Project Expediter for this project, shall set the working hours for this Project. It shall be the responsibility of this Subcontractor to abide by this schedule on a daily basis. Any deviation from this schedule shall first be approved by the Constructor's Project Superintendent. All trades are required to be on site the full work week while their scope of work is being performed. Shortened work weeks with extended hours will not be acceptable.

3.2.2 If Subcontractor's Work to be performed under the Subcontract Documents involves the employment or use of Sub-Subcontractors by the Subcontractor, then the Subcontractor will provide a full time on site representative to supervise the work of the Sub-Subcontractors and to coordinate all work of the Sub-Subcontractors with that of the Constructor, other



Subcontractors, and/or Prime Constructors. All Sub-Subcontractors of Subcontractor of any tier must furnish evidence of adequate insurance and workers compensation and name Constructor and Owner as additional insureds. Copies of these insurance certificates should be submitted to Constructor prior to the lower tier Subcontractor performing any work on the site. Upon the request of the Constructor, certificates shall be provided.

3.2.3 Before starting any Subcontract Work, the Subcontractor shall inspect all surfaces to be finished. Subcontractor shall notify Constructor in writing of any unsuitability of surfaces for finishing. The commencing of Subcontract Work, or the absence of the notification in writing, shall be construed as acceptance of the surfaces by the Subcontractor. It shall be the responsibility of the Subcontractor to correct any defects appearing in the finished work thereafter.

3.2.4 Subcontractor shall submit a complete listing of the Subcontractor's Sub-Subcontractors of all tiers, including all material and/or labor suppliers. The list shall include the firm's name, contact person, phone numbers, Subcontract or material purchase date along with the anticipated delivery dates and material shipping points. If Subcontractor proposes to subcontract portions of the Subcontract Work, prior written approval of Constructor shall be required. Subcontractor shall remain responsible for all performance of the Subcontract Work and all portions thereof that Subcontractor subcontracts. If approval is granted to allow portions of the Subcontract Work to be subcontracted, Subcontractor's Sub-Subcontractors shall adhere to all rules and requirements as if such Sub-Subcontractors were under contract directly with Constructor.

3.3 INCONSISTENCIES AND OMISSIONS The Subcontractor shall make a careful analysis and comparison of the drawings, specifications, other Subcontract Documents, and information furnished by the Owner relative to the Subcontract Work. Such analysis and comparison shall be solely for the purpose of facilitating the Subcontract Work and not for the discovery of errors, inconsistencies, or omissions in the Subcontract Documents nor for ascertaining if the Subcontract Documents are in accordance with Laws. Should the Subcontractor discover any errors, inconsistencies, or omissions in the Subcontract Documents, the Subcontractor shall promptly report such discoveries to the Constructor in writing within three (3) days. Following receipt of written notice, the Constructor shall promptly instruct the Subcontractor as to the measures to be taken, and the Subcontractor shall comply with the Constructor's instructions. If the Subcontractor performs work knowing it to be contrary to Laws without notice to the Constructor and advance approval by appropriate authorities, including the Constructor, the Subcontractor shall assume responsibility for such work and bear all associated costs, charges, fines, penalties, fees, and expenses necessarily incurred to remedy the violation. Nothing in this section shall relieve the Subcontractor of responsibility for its own errors, inconsistencies, and omissions.

3.4 WORKSITE VISITATION Before commencing the Subcontract Work, the Subcontractor shall conduct a visual inspection of the Worksite to become generally familiar with local conditions and to correlate Worksite observations with the Subcontract Documents. If the Subcontractor discovers any discrepancies between its Worksite observations and the Subcontract Documents, such discrepancies shall be promptly reported to the Constructor.

3.5 INCREASED COSTS OR TIME The Subcontractor may seek a Change Order as provided in Article 7 if the Constructor's clarifications or instructions in responses to requests for information are believed to require additional time or cost. If the Subcontractor fails to perform the reviews and comparisons required in sections 3.3 and 3.4, to the extent the Constructor is held liable to the Owner because of the Subcontractor's failure, the Subcontractor shall pay the costs and damages to the Constructor that would have been avoided if the Subcontractor had performed those obligations.

3.6 COMMUNICATIONS Unless otherwise provided in the Subcontract Documents and except for emergencies, the Subcontractor shall direct all communications related to the Project to the Constructor.

3.7 SUBMITTALS

3.7.1 The Subcontractor promptly shall submit for approval to the Constructor all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required. The Subcontractor shall be responsible to the Constructor for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor shall prepare and deliver its submittals to the Constructor in a manner consistent with the Progress Schedule and in such time and sequence so as not to delay the Constructor or others in the performance of the Work. Subcontractors will be held accountable for all costs incurred if the project schedule is impacted as a result of their submittals being late. These costs include, but are not limited to, liquidated and actual damages, and general conditions costs. The Subcontractor's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Subcontract Documents. The approval of any Subcontractor submittal shall not be deemed to authorize changes, deviations, or substitutions in the requirements of the Subcontract Documents unless express written approval is obtained from the Constructor and Owner authorizing such change, deviation, or substitution. Such approval shall be promptly memorialized in a Subcontract Change Order within



seven (7) Days following approval by the Constructor and, if applicable, provide for an adjustment in the Subcontract Amount or Subcontract Time. If the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon request to submit in a timely fashion to the Constructor for approval any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by the Constructor, Owner, or Design Professional.

3.7.2 The Constructor, Owner, and Design Professional are entitled to rely on the adequacy, accuracy, and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment, or materials, including all relevant calculations and any governing performance requirements.

3.7.3 CLOSE OUT DATA If the project's final payment due to the Constructor from the Owner is being withheld due to Subcontractor's failure to submit the required close out data, then Subcontractor shall be charged interest (at the prevailing legal rate) on the amount being withheld from Constructor, and this amount shall be deducted from Subcontractor's retainage.

3.8 DESIGN DELEGATION

3.8.1 If the Subcontract Documents (a) specifically require the Subcontractor to procure design services, and (b) specify all design and performance criteria, the Subcontractor shall provide those design services necessary to satisfactorily complete the Subcontract Work. As permitted by the laws, rules, and regulations in the jurisdiction where the Project is located, the Subcontractor shall procure such services and any necessary certifications from licensed design professionals. Subcontractor's design professional must be a North Carolina licensed professional engineer with errors and omissions insurance in the amount in accordance with Article 9.2.3. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Subcontract Work designed or certified by the Subcontractor's design professional. The Constructor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, or approvals performed by the Subcontractor's design professional.

3.8.2 If the Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate agreement between the Subcontractor and the design professional. The agreement between the Subcontractor and the Subcontractor's design professional shall not include any limitation of liability, except to the extent that consequential damages are waived pursuant to subsection 5.4.1, or exclusion from participation in the multiparty proceedings requirement of section 11.6. The Subcontractor shall be responsible for conformance of its design with the information given and the design concept expressed in the Subcontract Documents. The Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents.

3.8.3 The Subcontractor shall not be required to provide design services in violation of any applicable law.

3.9 TEMPORARY SERVICES The Subcontractor's and Constructor's respective responsibilities for temporary services are set forth in Attachment #1.

3.10 COORDINATION The Subcontractor shall:

3.10.1 cooperate with the Constructor and all others whose work may interface with the Subcontract Work:

3.10.1.1 A weekly meeting will be held during progress of the job. The Subcontractor is required to have its Project Manager and Superintendent present at these meetings. This shall include attendance by all major sub-contractors while the work of their trade is being performed. Information which must be provided at these meetings include:

- .1 Material Deliveries
- .2 Job Progress
- .3 Review of total job schedule
- .4 Short term look-ahead
- .5 Safety Review
- .6 Quality Program

3.10.1.2 The Subcontractor shall have full representation of its company at all job site progress meetings when working on site or when otherwise advised.



3.10.2 specifically note and immediately advise the Constructor of any such interface with the Subcontract Work, and:

3.10.3 participate in the preparation of coordination drawings and work schedules in areas of congestion.

3.11 SUBCONTRACTOR'S REPRESENTATIVE The Subcontractor shall designate a person, subject to the Constructor's approval, who shall be the Subcontractor's authorized representative. This representative shall be the only person to whom the Constructor shall issue instructions, orders, or directions, except in an emergency. The Subcontractor's representative is **Randy Thomas**, who is agreed to by the Constructor. If the Subcontractor changes its representative, the Subcontractor shall immediately notify the Constructor in writing. It shall be the responsibility of this representative to distribute all instructions, orders and directions as required to ensure proper performance and compliance. Adequate and competent supervision will be provided on site at all times when the subcontractor and/or its subcontractors are performing work.

3.12 TESTS AND INSPECTIONS The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required Parties of such tests, approvals, and inspections. Except as otherwise provided in the Subcontract Documents the Subcontractor shall bear all expenses associated with tests, inspections, and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Constructor and Owner. Required certificates of testing, approval, or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to the Constructor.

3.13 WARRANTIES The Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. Upon request by the Constructor, the Subcontractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. The Subcontractor further warrants that the Subcontract Work shall be free from defects not intrinsic in the design or materials required in the Subcontract Documents. The Subcontractor's warranties shall commence on the date of Substantial Completion of the Work or a designated portion and shall continue at least for the duration of Contractor's warranty obligations to Owner. The Subcontractor shall obtain from its subcontractors and suppliers any special or extended warranties. To the extent such warranties have not been previously transferred to the Owner or Constructor as required by the Subcontract Documents, the Subcontractor shall assign all warranties to the Constructor and provide reasonable assistance to the Constructor in enforcing the obligations of subcontractors and suppliers after the one-year correction period referenced in Paragraph 3.22.

3.14 CLEANUP

3.14.1 The Subcontractor shall at all times during its performance of the Subcontract Work keep the Worksite clean and free from debris resulting from the Subcontract Work. Prior to discontinuing the Subcontract Work in an area, the Subcontractor shall clean the area and remove all its rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Subcontractor shall make provisions to minimize and confine dust and debris resulting from its construction activities. The Subcontractor shall not be held responsible for unclean conditions caused by others. Each Subcontractor is expected to perform strictly according to the Subcontract documents with regard to construction cleanup. The Project Superintendent will notify Subcontractor verbally when he feels that cleanup is deficient. That will be the only notification.

Each Subcontractor must:

- .1 Clean up all waste materials, rubbish, and debris resulting from his operations and place in a dumpster provided by the Construction Manager on a daily basis (excluding wet trades and hazardous materials).
- .2 Remove grease, dirt, stains, scribe lines, prints, and other foreign materials from the interior and exterior surfaces of material fixtures, hardware, and equipment furnished as a part of his Contract.
- .3 Repair, patch and touch-up marred surfaces to match adjacent finishes damaged by his own operations.
- .4 Provide forces, on a daily basis, as required by the Construction Manager to leave the work "broom clean."

3.14.2 If the Subcontractor fails to commence compliance with cleanup duties within twenty-four (24) hours after verbal notification from the Constructor of non-compliance, the Constructor may implement appropriate cleanup measures without further notice and shall deduct the costs from any amounts due or to become due the Subcontractor in the next payment period.



3.15 SAFETY

3.15.1 The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.15.1.1 employees and other persons at the Worksite;

3.15.1.2 materials and equipment stored on or off the Worksite for use in performance of the Subcontract Work; and

3.15.1.3 all property and structures located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.15.2 The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property.

3.15.3 The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite

3.15.4 and adjacent to the Worksite from injury, loss, or damage.

3.15.5 The Subcontractor shall exercise extreme care in carrying out any of the Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. The Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.

3.15.6 Damage or loss not insured under property insurance and to the extent caused by the negligent acts or omissions of the Subcontractor, or anyone for whose acts the Subcontractor may be liable, shall be promptly remedied by the Subcontractor. Damage or loss to the extent caused by the negligent acts or omissions of the Constructor, or anyone for whose acts the Constructor may be liable, shall be promptly remedied by the Constructor.

3.15.7 The Subcontractor is required to designate an individual at the Worksite in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Constructor, the designated safety representative shall be the Subcontractor's project superintendent. Such safety representative shall attend Worksite safety meetings as requested by the Constructor.

3.15.8 The Subcontractor has an affirmative duty not to overload the structures or conditions at the Worksite and shall take reasonable steps not to load any part of the structures or Worksite so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. The Subcontractor shall have the right to request, in writing, from the Constructor loading information concerning the structures at the Worksite.

3.15.9 The Subcontractor shall give prompt written notice within 24 hours to the Constructor of any accident involving bodily injury requiring a physician's care, any property damage, or any failure that could have resulted in serious bodily injury, whether or not such an injury was sustained. Subcontractor shall notify Constructor immediately upon its discovery of any condition that could result in injury or accident.

3.15.10 Prevention of accidents at the Worksite is the responsibility of the Constructor, the Subcontractor, and all other subcontractors, persons, and entities at the Worksite. Establishment of a safety program by the Constructor shall not relieve the Subcontractor or other Parties of their safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Constructor and the Owner, including, but not limited to, requirements imposed by the Subcontract Documents. The Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which the Constructor deems unsafe until corrective measures satisfactory to the Constructor shall have been taken. The Constructor's failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor of the responsibility therefor. The Subcontractor shall notify the Constructor immediately following a reportable incident under applicable rules, regulations, orders, and other lawful requirements, and promptly confirm the notice in writing. A detailed



written report shall be furnished if requested by the Constructor. To the fullest extent permitted by law, each Party to this Agreement shall indemnify the other Party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements. This indemnification obligation does not extend to additional or increased fines that result from repeated or willful violations not caused by the Subcontractor's failure to comply with applicable rules, regulations, orders, and other lawful requirements.

3.16 PROTECTION OF THE WORK The Subcontractor shall take necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Subcontract Work or property of the Owner, the Constructor, or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Constructor, or the Constructor may, after forty-eight (48) hours written notice to the Subcontractor, remedy the damage and deduct its cost from any amounts due or to become due the Subcontractor, unless such costs are recovered under applicable property insurance.

3.16.1 Protection and security of materials included in this subcontract are the responsibility of the Subcontractor until the work is completed (completed will be defined as Substantial Completion). Materials included in this subcontract either stored or in place that are stolen or damaged by any cause whatsoever will be replaced in like new condition by this Subcontractor at his expense until the work is completed. Costs to replace stolen materials or costs of damages that can be determined to have been caused by others will be borne by the responsible party.

3.16.2 Should there be any costs attributable to unclaimed damages, said costs shall be assessed on a pro-rata basis among subcontractors.

3.17 EMERGENCIES In an emergency affecting the safety of persons or property, the Subcontractor shall act to prevent threatened damage, injury, or loss. Any change in the Subcontract Amount or the Progress Schedule from actions of the Subcontractor in an emergency situation shall be determined in ARTICLE 7.

3.18 PERMITS, FEES, LICENSES, AND TAXES The Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work, and shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Subcontract Work in accordance with the Subcontract Documents.

3.19 HAZARDOUS MATERIALS To the extent that the Constructor has rights or obligations under the prime agreement or by Law regarding hazardous materials as defined by the Subcontract Document within the scope of the Subcontract Work, the Subcontractor shall have the same rights or obligations.

3.20 MATERIAL SAFETY DATA (MSD) SHEETS The Subcontractor shall submit to the Constructor all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the Subcontract Work. MSD sheets obtained by the Constructor from other subcontractors or sources shall be made available to the Subcontractor by the Constructor.

3.21 LAYOUT RESPONSIBILITY AND LEVELS The Constructor shall establish principal axis lines of the building and Worksite, and benchmarks. The Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to the Constructor or others by reason of the Subcontractor's failure to lay out or perform Subcontract Work correctly. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

3.22 UNCOVERING/CORRECTION OF SUBCONTRACT WORK

3.22.1 UNCOVERING OF SUBCONTRACT WORK

3.22.1.1 If required in writing by the Constructor, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to the Subcontractor by the Constructor. Upon receipt of a written directive from the Constructor, the Subcontractor shall uncover such work for the Constructor's or Owner's inspection and restore the uncovered Subcontract Work to its original condition at the Subcontractor's time and expense.

3.22.1.2 The Constructor may direct the Subcontractor to uncover portions of the Subcontract Work for inspection by the Owner or Constructor at any time. The Subcontractor is required to uncover such work whether or not the Constructor or Owner had requested to inspect the Subcontract Work prior to it being covered. Except as provided by the subsection immediately above, this Agreement shall be adjusted by Subcontract Change Order for the cost



and time of uncovering and restoring any work which is uncovered for inspection and proves to be installed in accordance with the Subcontract Documents, provided the Constructor had not previously instructed the Subcontractor to leave the work uncovered. If the Subcontractor uncovers work pursuant to a directive issued by the Constructor, and such work upon inspection does not comply with the Subcontract Documents, the Subcontractor shall be responsible for all costs and time of uncovering, correcting and restoring the work so as to make it conform to the Subcontract Documents. If the Constructor or some other entity for which the Subcontractor is not responsible caused the nonconforming condition, the Constructor shall be required to adjust this Agreement by Subcontract Change Order for all such costs and time.

3.22.2 CORRECTION OF WORK

3.22.2.1 If the Design Professional or Constructor rejects the Subcontract Work or the Subcontract Work is not in conformance with the Subcontract Documents, the Subcontractor shall promptly correct the Subcontract Work whether it had been fabricated, installed, or completed. The Subcontractor shall be responsible for the costs of correcting such Subcontract Work, any additional testing, inspections, and compensation for services and expenses of the Design Professional and Constructor made necessary by the defective Subcontract Work.

3.22.2.2 In addition to, and not in lieu of, the Subcontractor's obligations under section 3.21, the Subcontractor agrees to promptly correct, after receipt of a written notice from the Constructor, all Subcontract Work performed under this Agreement which proves to be defective in workmanship or materials within a period of one year from the date of Substantial Completion of the Subcontract Work or for a longer period of time as may be required by specific warranties in the Subcontract Documents. Substantial Completion of the Subcontract Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Subcontract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. If the Subcontractor fails to correct defective or nonconforming Subcontract Work within a reasonable time, but no more than three (3) business days after receipt of notice from the Constructor, the Constructor may correct such Subcontract Work pursuant to subsection 10.1.1.

3.22.3 The Subcontractor's correction of Subcontract Work pursuant to this section shall not extend the one-year period for the correction of Subcontract Work, but if Subcontract Work is first performed after Substantial Completion, the one-year period for corrections shall be extended by the time period after Substantial Completion and the performance of that portion of Subcontract Work. The Subcontractor's obligation to correct Subcontract Work within one year does not limit the enforcement of the Subcontractor's other obligations with regard to the Agreement and the Subcontract Documents.

3.22.4 If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, the Constructor, or any separate contractors or subcontractors, the Subcontractor shall be responsible for the reasonable cost of correcting such destroyed or damaged property.

3.22.5 If portions of Subcontract Work which do not conform with the requirements of the Subcontract Documents are neither corrected by the Subcontractor nor accepted by the Constructor, the Subcontractor shall remove such Subcontract Work from the Project Worksite if so directed by the Constructor.

3.23 MATERIALS OR EQUIPMENT FURNISHED BY OTHERS If the scope of the Subcontract Work includes installation of materials or equipment furnished by others, the Subcontractor is responsible for exercising proper care in receiving, handling, storing, and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to the Constructor in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install nonconforming items without further instructions from the Constructor. Loss or damage due to acts or omissions of the Subcontractor shall, upon two (2) Business Days' written notice to the Subcontractor, be deducted from any amounts due or to become due the Subcontractor.

3.24 SUBSTITUTIONS No substitutions shall be made in the Subcontract Work unless permitted in the Subcontract Documents, and only upon the Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions. The use of substitutions by the Subcontractor shall not result in any additional costs being incurred by the Constructor or any other Subcontractors/Sub-Subcontractors.

3.25 USE OF CONSTRUCTOR'S EQUIPMENT The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Constructor's equipment only with the express written permission of the Constructor's designated representative and in accordance with the Constructor's terms and conditions for such use. If the Subcontractor or any of its agents, employees, subcontractors or suppliers utilize any of the Constructor's equipment, including machinery, tools, scaffolding, hoists, lifts, or



similar items owned, leased or under the control of the Constructor, the Subcontractor shall defend, indemnify and be liable to the Constructor as provided in ARTICLE 9 for any loss or damage (including bodily injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Constructor's employees operating the Constructor's equipment.

3.25.1 Equipment operators shall be trained and certified to operate equipment per the manufacturer's operator's manual and the OSHA guidelines. If there is not a trained operator in the Subcontractor's employment, Constructor will supply a trained operator (if available) at the Subcontractor's expense.

3.26 WORK FOR OTHERS Until final completion of the Subcontract Work, the Subcontractor agrees not to perform any work directly for the Owner or any tenants, or deal directly with the Owner's representatives in connection with the Subcontract Work, unless otherwise approved in writing by the Constructor.

3.27 SYSTEMS AND EQUIPMENT STARTUP With the assistance of the Owner's maintenance personnel and the Constructor, the Subcontractor shall direct the check-out and operation of systems and equipment for readiness, and assist in their initial startup and the testing of the Subcontract Work.

3.28 COMPLIANCE WITH LAWS The Subcontractor agrees to comply with all Laws at its own costs. The Subcontractor shall be liable to the Constructor and the Owner for all loss, cost, and expense attributable to any acts of commission or omissions by the Subcontractor, its employees, and agents resulting from the failure to comply with Laws, including, any fines, penalties, or corrective measures, except as provided in subsection 3.15.10.

3.29 CONFIDENTIALITY To the extent the prime agreement provides for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Agreement, the Subcontractor is equally bound by the Owner's confidentiality requirements.

3.30 ROYALTIES, PATENTS, AND COPYRIGHTS The Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Subcontractor and incorporated in the Subcontract Work. The Subcontractor shall defend, indemnify, and hold the Constructor and Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Subcontractor shall be liable for all loss, including all costs, expenses, and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Subcontract Documents. However, if the Subcontractor has reason to believe that a particular design, process, or product required by the Subcontract Documents is an infringement of a patent, the Subcontractor shall promptly furnish such information to the Constructor or be responsible to the Constructor and Owner for any loss sustained as a result.

ARTICLE 4 CONSTRUCTOR'S RESPONSIBILITIES

4.1 CONSTRUCTOR'S REPRESENTATIVE The Constructor shall designate a person who shall be the Constructor's authorized representative. The Constructor's representative shall be the only person the Subcontractor shall look to for instructions, orders or directions, except in an emergency. The Constructor's Representatives are **Tom Haggard**, Project Manager, and **Seth Poston** Superintendent. If the Constructor changes its representative, the Constructor shall promptly notify the Subcontractor in writing.

4.2 OWNER'S ABILITY TO PAY

4.2.1 Unless expressly prohibited by the prime agreement, following Subcontractor's written request, the Constructor shall promptly provide to the Subcontractor the following information received from the Owner: (a) information regarding the Owner's financial ability to pay for the Work, and (b) notice of any material variation in the Owner's financial ability to pay. The Constructor, however, does not warrant the accuracy or completeness of the information provided.

4.2.2 If the Subcontractor does not receive the information referenced in the subsection immediately above with regard to the Owner's ability to pay for the Work as required by the Contract Documents, the Subcontractor may request the information from the Owner or Owner's lender.

4.3 LEFT BLANK INTENTIONALLY

4.4 INFORMATION OR SERVICES The Subcontractor is entitled to request through the Constructor any information or services required for the Subcontractor's performance of the Subcontract Work which is under the Owner's control. To the extent the



Constructor receives such information or services, the Constructor shall provide them to the Subcontractor in a timely manner. The Constructor, however, does not warrant the accuracy or completeness of the information provided by the Owner.

4.5 STORAGE AREAS The Constructor shall allocate adequate storage areas, if available, for the Subcontractor's materials and equipment during the course of the Subcontract Work.

4.5.1 Storage of materials on site and in the building shall be subject to and restricted to Constructor's approval. Material deliveries must be coordinated with the Constructor's Project Superintendent. A minimum formal notice of forty-eight (48) hours shall be given for all material deliveries. In order not to impede the progress of the work, the Subcontractor may be required to move stored materials to another location on the project at no cost to the Constructor or the Owner. The Subcontractor may also be required to store material off site at their expense so as not to impede the progress of the work.

4.6 TIMELY COMMUNICATIONS The Constructor shall transmit to the Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, if communications are not through the Subcontractor, the Constructor shall inform the Subcontractor of the communications the Constructor has with the Subcontractor's subcontractors, and suppliers.

4.7 USE OF SUBCONTRACTOR'S EQUIPMENT The Constructor, its agents, employees or suppliers shall use the Subcontractor's equipment only with the express written permission of the Subcontractor's designated representative and in accordance with the Subcontractor's terms and conditions for such use. If the Constructor or any of its agents, employees, or suppliers utilize any of the Subcontractor's equipment, including machinery, tools, scaffolding, hoists, lifts, or similar items owned, leased, or under the control of the Subcontractor, the Constructor shall indemnify and be liable to the Subcontractor as provided in ARTICLE 9 for any loss or damage (including bodily injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of the Subcontractor's employees operating the Subcontractor's equipment.

ARTICLE 5 PROGRESS SCHEDULE

5.1 TIME IS OF THE ESSENCE Time is of the essence for both Parties. They mutually agree to see to the performance of their respective obligations so that the entire Project may be completed in accordance with the Subcontract Documents and particularly the Progress Schedule as set forth in Attachment #1.

5.2 SCHEDULE OBLIGATIONS The Subcontractor shall provide the Constructor with any scheduling information proposed by the Subcontractor for the Subcontract Work. In consultation with the Subcontractor, the Constructor shall prepare the schedule for performance of the Work ("Progress Schedule") and shall revise and update such schedule, as necessary, as the Work progresses. Both the Constructor and the Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to the Subcontractor promptly and reasonably in advance of the required performance. The Constructor shall have the right to determine and, if necessary, make changes to the time, order, and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontract Work.

5.2.1 In executing this Subcontract, the Subcontractor assures the Constructor that all materials can be made available at the required time to maintain the Project Schedule

5.2.2 If it is found that any item of material cannot be delivered timely, thereby causing delay in the Work, the Subcontractor shall notify the Constructor in writing, within twenty-four (24) hours. Such information shall not be withheld until the time the material is needed to maintain the Project Schedule.

5.3 DELAYS AND EXTENSIONS OF TIME

5.3.1 OWNER CAUSED DELAY Subject to the subsection immediately below, if the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of the Subcontractor, the Subcontract Time shall be extended by Subcontract Change Order and the Subcontract Amount equitably adjusted to the extent obtained by the Constructor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly.

5.3.2 CLAIMS RELATING TO OWNER The Subcontractor agrees to initiate all claims for which the Owner is or may be liable in the manner and within the time limits provided in the Subcontract Documents for like claims by the Constructor upon the Owner and in sufficient time for the Constructor to initiate such claims against the Owner in accordance with the Subcontract Documents.



5.3.3 CONSTRUCTOR CAUSED DELAY The Subcontractor agrees that an extension of time evidenced by a written Change Order shall be the Subcontractor's sole remedy for any delay impacting the commencement, prosecution, or completion of the Subcontract Work. In no event shall the Subcontractor be entitled to any compensation or damages for any delay, suspension of work, hindrance, interference, or other effect on the schedule caused by the Constructor (other than the Constructor's active interference with the Subcontract Work), including consequential damages, lost opportunity costs, impact damages, or similar remuneration..

5.3.4 CLAIMS RELATING TO CONSTRUCTOR The Subcontractor shall give the Constructor written notice of all claims not included in subsection 5.3.2 within seven (7) Days of the Subcontractor's knowledge of the facts giving rise to the event for which claim is made. Thereafter, the Subcontractor shall submit written documentation of its claim, including appropriate supporting documentation, within fourteen (14) Days after giving notice, unless the Parties agree upon a longer period of time. The Constructor shall respond in writing denying or approving, in whole or in part, the Subcontractor's claim no later than fourteen (14) Days after receipt of the Subcontractor's documentation of claim. The Constructor's failure to respond shall be deemed a denial of the Subcontractor's claim. All unresolved claims, disputes, and other matters in question between the Constructor and the Subcontractor not relating to claims included in subsection 5.3.2 shall be resolved as provided for in ARTICLE 11.

5.4 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.4.1 Except for any (a) liquidated, consequential, or other damages that the Owner is entitled to recover against the Constructor under the prime agreement, and (b) losses covered by insurance required by the Subcontract Documents, the Constructor and the Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its Sub-subcontractors mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. The provisions of this subsection shall also apply to and survive termination of this Agreement.

5.5 LIQUIDATED DAMAGES

5.5.1 If the Subcontract Documents provide for liquidated damages or other damages for delay beyond the completion date set forth in the Subcontract Documents that are not specifically addressed as a liquidated damage item in this Agreement, and such damages are assessed, the Constructor may assess a share of the damages against the Subcontractor in proportion to the Subcontractor's share of the responsibility for the damages. However, the amount of such assessment shall not exceed the amount assessed against the Constructor. This section shall not limit the Subcontractor's liability to the Constructor for the Constructor's actual damages caused by the Subcontractor.

5.5.2 To the extent the prime agreement provides for a mutual waiver of consequential damages by the Owner and the Constructor, damages for which the Constructor is liable to the Owner, including those related to section 9.1, are not consequential damages for the purpose of this waiver. Similarly, to the extent the agreement between the Subcontractor and Subsubcontractor provides for a mutual waiver of consequential damages by the Owner and the Constructor, damages for which the Subcontractor is liable to lower-tiered parties due to the fault of the Owner or Constructor are not consequential damages for the purpose of this waiver.

ARTICLE 6 SUBCONTRACT AMOUNT

As full compensation for performance of this Agreement, the Constructor agrees to pay the Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of this Agreement:

- a. the fixed-price of **XXX Dollars** , (**\$XXX.00**) subject to additions and deductions as provided for in the Subcontract Documents; or
- b. alternates and unit prices in accordance with the attached schedule of alternates and unit prices and estimated quantities, which is incorporated by reference and identified as Attachment #1; or
- c. time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated by reference and identified as Attachment #1.

The fixed-price, unit prices or time and material rates and prices are referred to as the Subcontract Amount.



ARTICLE 7 CHANGES

7.1 The Subcontractor may request or the Constructor may order changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impacts the Subcontract Amount or Subcontract Time. All such changes in the Subcontract Work that affect the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order. Any such requests for a change in the Subcontract Amount or Subcontract Time shall be processed in accordance with this article.

7.1.1 Project document changes will be processed on Information Reference Numbers (IRNs) and must be incorporated into project documents and drawings. Each subcontractor must maintain an as-built set of drawings to document any and all changes.

7.1.2 Quotations will be analyzed for accuracy and then incorporated into a proposed change order and submitted to the Design Professional and Owner for approval. Upon receipt of this approval, Subcontractor change orders will be written.

7.1.3 For changes in the Subcontract Work, the Constructor and the Subcontractor shall negotiate in good faith an appropriate adjustment to the Subcontract Amount or the Subcontract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Subcontract Change Order and any adjustment in the Subcontract Amount or Subcontract Time shall not be unreasonably withheld. .

7.2 CONSTRUCTION CHANGE DIRECTIVES The Constructor may issue a written Construction Change Directive directing a change in the Subcontract Work prior to reaching agreement with the Subcontractor on the adjustment, if any, in the Subcontract Amount or Subcontract Time. The Subcontractor shall promptly comply with the Construction Change Directive. .

7.3 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Subcontractor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Constructor. The Subcontractor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 5. The adjustment which the Subcontractor may receive shall be limited to the adjustment the Constructor receives from the Owner on behalf of the Subcontractor.

7.4 ADJUSTMENTS IN SUBCONTRACT AMOUNT If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by one of the following methods:

7.4.1 mutual acceptance of an itemized lump sum; or

7.4.2 unit prices as indicated in the Subcontract Documents or as subsequently agreed to by the Parties; or

7.4.3 costs as determined in the Subcontract Documents or in a manner otherwise acceptable to the Parties, and a mutually acceptable fixed or percentage fee.

7.5 SUBSTANTIATION OF ADJUSTMENT If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by the Constructor on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance for overhead and profit of the percentage provided in section 7.6, or if none is provided, as mutually agreed upon by the Parties. The Subcontractor may contest the reasonableness of any adjustment determined by the Constructor. The Subcontractor shall maintain for the Constructor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order:

7.5.1 labor costs, including Social Security, health, welfare, retirement, and other fringe benefits as normally required, and state workers' compensation insurance;

7.5.2 costs of materials, supplies, and equipment, whether incorporated in the Subcontract Work or consumed, including transportation costs;

7.5.3 costs of renting machinery and equipment other than hand tools;



7.5.4 costs of bond and insurance premiums, permit fees, and taxes attributable to the change.

7.6 Adjustments shall be based on net change in the Subcontractor's reasonable cost of performing the changed Subcontract Work plus, in case of a net increase in cost, an agreed upon sum for overhead and profit not to exceed **see Item 41 in Scope of Work%**. However, if a sum for overhead and profit is established in the contract documents or the prime agreement, then the Subcontractor shall be bound not to exceed such sum.

7.7 NO OBLIGATION TO PERFORM The Subcontractor shall not be obligated to perform changes in the Subcontract Work that impact Subcontract Amount or Subcontract Time until a Subcontract Change Order has been executed or written instructions have been issued in accordance with sections 7.2 or sections 7.8.

7.8 INCIDENTAL CHANGES The Constructor may direct the Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Amount or the Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. The Constructor shall initiate an incidental change in the Subcontract Work by issuing a written order to the Subcontractor. Such written notice shall be carried out promptly and is binding on the Parties.

7.9 TIME AND MATERIAL CHANGES No time and material changes will be accepted without the prior written authorization of the Constructor's project superintendent or project manager.

ARTICLE 8 PAYMENT

8.1 SCHEDULE OF VALUES As a condition precedent to payment, the Subcontractor shall provide a schedule of values satisfactory to the Constructor not more than fifteen (15) Days from the date of execution of this Agreement.

8.2 PROGRESS PAYMENTS

8.2.1 APPLICATIONS The Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. If the Subcontractor is obligated to provide design services pursuant to section 3.8, the Subcontractor's applications for payment shall show its design professional's fee and expenses as a separate cost item. The Subcontractor's application for payment shall be notarized if required and if allowed under the Subcontract Documents may include properly authorized Subcontract Construction Change Directives. The Subcontractor's application for payment for the Subcontract Work performed in the preceding payment period shall be submitted for approval by the Constructor in accordance with the schedule of values if required and subsections 8.2.2 through 8.2.4. The Constructor shall incorporate the approved amount of the Subcontractor's application for payment into the Constructor's application for payment to the Owner for the same period and submit it to the Owner in a timely fashion. The Constructor shall promptly notify the Subcontractor of any changes in the amount requested on behalf of the Subcontractor.

8.2.1.1 Based upon the Owner's pay schedule, normal turn-around from payment request to payment should be forty-five (45) days, but Constructor shall not be liable to Subcontractor if such payment is not made within 45 days except as otherwise set forth in this Agreement.

8.2.1.2 An affidavit of payment of debts or claims shall be provided to the owner by the subcontractor prior to final payment being made to the subcontractor.

8.2.1.3 Concerning payment requests, please contact our bookkeeping department with your questions involving payment of pay requests.

8.2.1.4 All applications for payment must be submitted on the form supplied by Constructor as detailed in Article 13 – Attachment #1.

8.2.1.5 Sales tax certificates **are** required with each and every invoice. The sales tax certification must accompany the Subcontractor's invoice. The certification must be on the form detailed in Article 13 – Attachment #1. Failure to provide the report with payment application will hinder payment.

8.2.2 RETAINAGE The rate of retainage shall be **(10%)**, which is equal to the percentage retained from the Constructor's payment by the Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the prime agreement provides



for reduction of retainage, the Subcontractor's retainage shall also be reduced when the Constructor's retainage of the Subcontract Work has been so reduced by the Owner.

8.2.3 TIME OF APPLICATION The Subcontractor shall submit progress payment applications to the Constructor no later than the **20th** Day of each payment period for the Subcontract Work performed up to and including the **last** Day of the payment period indicating work completed and, to the extent allowed under the subsection below, materials suitably stored during the preceding payment period.

8.2.4 STORED MATERIALS Unless otherwise provided in the Subcontract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not yet incorporated in the Subcontract Work but delivered to and suitably stored on or off the Worksite including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for such stored items on or off the Worksite shall be conditioned upon submission by the Subcontractor of bills of sale and required insurance or such other procedures satisfactory to the Owner and Constructor to establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and Constructor's interest including transportation to the Worksite. Payment for materials stored off-site is contingent upon approval by the Owner.

8.2.5 TIME OF PAYMENT Progress payments to the Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than seven (7) Days after receipt by the Constructor of payment from the Owner for the Subcontract Work. If payment from the Owner for such Subcontract Work is not received by the Constructor, through no fault of the Subcontractor, the Constructor will make payment to the Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed.

8.2.6 PAYMENT DELAY If the Constructor has received payment from the Owner and if for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Constructor within seven (7) Days after the date such payment is due, as defined in the subsection immediately above, the Subcontractor, upon giving seven (7) Days' written notice to the Constructor, 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. The Subcontract Amount and Time shall be adjusted by the amount of the Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate Subcontractor Change Order.

8.2.7 PAYMENTS WITHHELD The Constructor may reject a Subcontractor application for payment in whole or in part or withhold amounts from a previously approved Subcontractor application for payment, as may reasonably be necessary to protect the Constructor from loss or damage for which the Constructor may be liable and without incurring an obligation for late payment interest based upon:

8.2.7.1 the Subcontractor's failure to perform the Subcontract Work as required by this Agreement;

8.2.7.2 except as accepted by the insurer providing Builders Risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by the Subcontractor to the Owner, the Constructor, or others to whom the Constructor may be liable;

8.2.7.3 the Subcontractor's failure to properly pay for labor, materials, equipment, or supplies furnished in connection with the Subcontract Work;

8.2.7.4 rejected, nonconforming, or defective Subcontract Work which has not been corrected in a timely fashion;

8.2.7.5 reasonable evidence of delay in performance of the Subcontract Work such that the Work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Amount is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Constructor as a result of the anticipated delay caused by the Subcontractor;

8.2.7.6 reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work;

8.2.7.7 uninsured third-party claims (including lien claims and payment bond claims) involving the Subcontractor (including from any person furnishing labor, materials, or equipment through or under the Subcontractor) or reasonable evidence demonstrating that any such third-party claims are likely to be filed or made unless and until the Subcontractor first satisfies such claims or furnishes the Constructor with adequate security in the form of a



surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

8.2.7.8 any reason for which the Owner may withhold payment from the Constructor under the provisions of the Prime Contract.

The Constructor shall give written notice to the Subcontractor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by the Subcontractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

8.2.8 **SUBSTANTIAL COMPLETION** Unless otherwise provided for in the prime agreement, partial Owner occupancy or use of completed portions of the Subcontract Work shall constitute Substantial Completion of that portion of the Subcontract Work and the warranty period applicable to the Subcontract Work shall commence upon the achievement of Substantial Completion of the Project and acceptance by the Owner under the terms of the prime agreement.

8.3 FINAL PAYMENT

8.3.1 **APPLICATION** Upon acceptance of the Subcontract Work by the Owner and the Constructor and receipt from the Subcontractor of evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents and the subsection below, the Constructor shall incorporate the Subcontractor's application for final payment into the Constructor's next application for payment to the Owner without delay, or notify the Subcontractor if there is a delay and the reasons for the delay.

8.3.2 **REQUIREMENTS** Before the Constructor shall be required to incorporate the Subcontractor's application for final payment into the Constructor's next application for payment, the Subcontractor shall submit to the Constructor:

8.3.2.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work for which the Owner or its property or the Constructor or the Constructor's surety might in any way be liable, have been paid or otherwise satisfied;

8.3.2.2 consent of surety to final payment, if required;

8.3.2.3 satisfaction of required closeout procedures;

8.3.2.4 other data, if required by the Constructor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be required by the Subcontract Documents;

8.3.2.5 written warranties, equipment manuals, startup and testing required in section 3.27;

8.3.2.6 as-built drawings if required by the Subcontract Documents; and

8.3.2.7 final close-out documents and a lien waiver.

8.3.3 **TIME OF PAYMENT** Final payment of the balance due of the Subcontract Amount shall be made to the Subcontractor within seven (7) Days after receipt by the Constructor of final payment from the Owner for such Subcontract Work.

8.3.4 **FINAL PAYMENT DELAY** If the Owner or its designated agent does not issue a certificate for final payment or the Constructor does not receive such payment for any cause which is not the fault of the Subcontractor, the Constructor shall promptly inform the Subcontractor in writing. If final payment from the Owner for such Subcontract Work is not received by the Constructor, through no fault of the Subcontractor, the Constructor will make payment to the Subcontractor within a reasonable time.

8.3.5 **WAIVER OF CLAIMS** Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under sections 3.21 and 3.22, or for faulty or defective work or services discovered after final payment, nor relieve the Constructor for claims



made in writing by the Subcontractor as required by the Subcontract Documents prior to its application for final payment as unsettled at the time of such payment.

8.4 LATE PAYMENT INTEREST Progress payments or final payment due and unpaid under this Agreement, as defined in subsections 8.2.5, 8.3.3 and 8.3.4, shall bear interest from the date payment is due at the lesser of (i) the late payment interest rate allowed in the prime agreement, or (ii) the prevailing statutory rate at the place of the Project. However, if the Owner fails to timely pay the Constructor as required under the prime agreement through no fault or neglect of the Constructor, and the Constructor fails to timely pay the Subcontractor as a result of such nonpayment, the Constructor's obligation to pay the Subcontractor interest on corresponding payments due and unpaid under this Agreement shall be extinguished by the Constructor promptly paying to the Subcontractor the Subcontractor's proportionate share of the interest, if any, received by the Constructor from the Owner on such late payments.

8.5 CONTINUING OBLIGATIONS Provided the Constructor is making payments on or has made payments to the Subcontractor in accordance with this Agreement, the Subcontractor shall reimburse the Constructor for any costs and expenses for any claim, obligation, or lien asserted before or after final payment is made that arises from the performance of the Subcontract Work. The Subcontractor shall reimburse the Constructor for costs and expenses including attorneys' fees and costs and expenses incurred by the Constructor in satisfying, discharging, or defending against any such claims, obligation, or lien, including any action brought or judgment recovered. If any Law or bond requires the Subcontractor to take any action prior to the expiration of the reasonable time for payment referenced in subsection 8.2.5 in order to preserve or protect the Subcontractor's rights with respect to mechanic's lien or bond claims, then the Subcontractor may take that action prior to the expiration of the reasonable time for payment and such action will not: (a) create the reimbursement obligation recited above, (b) be in violation of this Agreement, or (c) considered premature for purposes of preserving and protecting the Subcontractor's rights.

8.6 PAYMENT USE RESTRICTION Payments received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from the Constructor before it is used for any other purpose. In the same manner, payments received by the Constructor from the Owner for the Subcontract Work shall be dedicated to payment to the Subcontractor. This provision shall bear on this Agreement only, and is not for the benefit of third parties. Moreover, it shall not be construed by the Parties to this Agreement or third parties to require that dedicated sums of money or payments be deposited in separate accounts, or that there be other restrictions on commingling of funds. Neither shall these mutual covenants be construed to create any fiduciary duty on the Subcontractor or Constructor, nor create any tort cause of action or liability for breach of trust, punitive damages, or other equitable remedy or liability for alleged breach.

8.7 PAYMENT USE VERIFICATION If the Constructor has reason to believe that the Subcontractor is not complying with the payment terms of this Agreement, the Constructor shall have the right to contact the Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by the Subcontractor in accordance with this Agreement.

8.8 PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, the Subcontractor shall provide, in a form satisfactory to the Owner and Constructor, partial lien or claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. Such waivers may be conditional upon payment. In no event shall the Constructor require the Subcontractor to provide an unconditional waiver of lien or claim, either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

8.9 SUBCONTRACTOR PAYMENT FAILURE Upon payment by the Constructor, the Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. If the Constructor has reason to believe that labor, material, or other obligations incurred in the performance of the Subcontract Work are not being paid (by Subcontractor or by lower tier subcontractors and suppliers of Subcontractors), the Constructor may give written notice of a potential claim or lien to the Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks pursuant to and in accordance with Constructor's joint check agreement and procedures, with Subcontractor and any applicable Sub-subcontractor or supplier being required to execute Constructor's joint check agreement upon Constructor's request. If upon receipt of notice, the Subcontractor does not (a) supply evidence to the satisfaction of the Constructor that payment owed has been paid; or (b) post a bond indemnifying the Owner, the Constructor, the Constructor's surety, if any, and the premises from a claim or lien, the Constructor shall have the right to withhold from any payments due or to become due to the Subcontractor a reasonable amount to protect the Constructor from any and all loss, damage, or expense including attorneys' fees that may arise out of or relate to any such claim or lien. Constructor shall have the right to withhold, deduct or offset funds due to Subcontractor on this Project for any amount due to the Constructor or claims by the Constructor against the Subcontractor on this Project or any other project.



8.10 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS The Subcontractor shall not assign any payment due or to become due under this Agreement, without the written consent of the Constructor, unless the assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code. Should the Subcontractor assign all or any part of any payment due or to become due under this Agreement to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to the Subcontractor shall be subject to the claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Subcontract Work.

8.11 PAYMENT NOT ACCEPTANCE Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

ARTICLE 9 INDEMNITY, INSURANCE, AND BONDS

9.1 INDEMNITY

9.1.1 INDEMNITY To the fullest extent permitted by law, the Subcontractor shall, at its sole cost and expense, indemnify and hold harmless the Constructor, the Design Professional, the Owner, and their agents, consultants, and employees from all claims actions, damages, liabilities, judgments, costs, expenses, penalties or losses, including the costs and expenses of litigation and attorney's fees, arising out of or resulting from the performance of the Subcontract Work to the extent that such claims, actions, damages, liabilities, judgments, costs, expense, penalties or losses are caused by the negligent acts, errors or omissions of the Subcontractor, Sub-subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or any entity or anyone for which the Subcontractor or its Sub-subcontractors or material suppliers may be liable. The Subcontractor further shall defend, indemnify and hold harmless the Constructor, the Owner, Design Professional, and their agents, consultants and employees from all claims, actions, damages, liabilities, judgments, costs, expenses, penalties or losses, including the costs and expenses of litigation and attorney's fees, arising out of or resulting from the Subcontractor's breach of this agreement or from any lien claims or bond claims made against Constructor, Constructor's surety, or the Owner by any person furnishing labor, materials or equipment through or under Subcontractor. The obligations set forth in this provision shall not be construed to negate, limit, abridge, or reduce other rights of obligations of indemnity which would otherwise exist as to an entity or person described in this provision..

9.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees 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 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 workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 INSURANCE

9.2.1 SUBCONTRACTOR'S INSURANCE Before commencing the Subcontract Work, and as a condition precedent to payment, the Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them for whose acts the Subcontractor may be liable. Constructor and the Owner (**Trustees of South Piedmont Community College**) and must be named as additional insured on the Certificate of Insurance on all policies except for workers compensation. This Subcontractor shall furnish the Constructor a Certificate of Insurance within two (2) weeks of receipt of the subcontract. Delays to the project schedule as a result of the subcontractor's failure to submit the insurance certificate could result in this subcontractor being assessed liquidated damages and/or site overhead costs.

9.2.1.1 All lower tier subcontractors or anyone who is employed to perform under this subcontract shall purchase and maintain insurance that will protect it from claims arising out of its operation under this agreement. All insurance provisions applicable to the sub, as well as any additional conditions applicable due to the type of work sub-subcontracted will apply. These Certificates of Insurance should include Constructor and the Owner Trustees of South Piedmont Community College as additional insured. Upon the request of the Constructor, certificates shall be provided.

9.2.2 MINIMUM LIMITS OF LIABILITY The Subcontractor shall procure and maintain with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the Constructor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Attachment #1



9.2.3 PROFESSIONAL LIABILITY INSURANCE

9.2.3.1 The Subcontractor shall require its design professional(s) to maintain professional liability insurance with a company reasonably satisfactory to the Constructor, including contractual liability insurance against the liability assumed in section 3.8, and including coverage for any professional liability caused by consultants of its design professional. Said insurance shall have specific minimum limits as set forth below:

Limit of (\$1,000,000) per claim.

General Aggregate of (\$2,000,000) for the subcontract services rendered.

The professional liability insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the design professional. Said insurance shall be continued in effect with an extended period of three (3) years following final payment to the design professional. Such insurance shall have a maximum deductible amount of (\$10,000) per occurrence. The deductible shall be paid by the Subcontractor or its design professional.

9.2.3.2 The Subcontractor shall require its design professional to furnish to the Subcontractor and Constructor, before the design professional commences its services, a copy of its professional liability policy evidencing the coverages required in this subsection. No policy shall be cancelled or modified without thirty (30) Days' prior written notice to the Subcontractor and Constructor.

9.2.4 NUMBER OF POLICIES Commercial General Liability Insurance (CGL) and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

9.2.5 CANCELLATION, RENEWAL, AND MODIFICATION To the extent commercially available to the Subcontractor from its current insurance company, insurance policies required under subsection 9.2.1 shall contain a provision that the insurance company or its designee must give the Constructor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is non-renewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Subcontractor shall furnish the Constructor with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 9.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Subcontractor shall give Constructor prompt written notice upon actual or constructive knowledge of such condition. In the event that the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or terminate this Agreement.

9.2.6 CONTINUATION OF COVERAGE The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after final payment to the Constructor. Before commencing the Work, the Subcontractor shall furnish the Constructor with certificates evidencing the required coverages.

9.2.7 PROPERTY INSURANCE

9.2.7.1 Upon written request of the Subcontractor, the Constructor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Constructor. The Constructor shall advise the Subcontractor if a Builder's Risk policy of insurance is not in force.

9.2.7.2 If the Owner or Constructor has not purchased property insurance reasonably satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors, and their subcontractors in the Subcontract Work.

9.2.7.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the Subcontract Work including portions of the Subcontract Work stored off the Worksite or in transit, when such portions of the Subcontract Work are to be included in an application for payment under ARTICLE 8.



9.2.8 WAIVER OF SUBROGATION

9.2.8.1 Subcontractor waives all rights against Constructor, Owner and Design Professional, and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance. The Subcontractor shall require similar waivers from its subcontractors maintained per requirements stated above..

9.2.9 ENDORSEMENT If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

9.2.10 CONSTRUCTOR'S LIABILITY INSURANCE The Constructor shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement including without limitation, loss of use and claims, losses, and expenses arising out of the Constructor's acts or omissions.

9.2.11 ADDITIONAL GENERAL LIABILITY COVERAGE The Constructor [] shall/ [] shall not require the Subcontractor to purchase and maintain additional liability coverage, primary to the Constructor's coverage pursuant to the subsection immediately above.

9.2.11.1 If required by the subsection immediately above, the additional liability coverage required of the Subcontractor shall be:

1. [] ADDITIONAL INSURED. The Constructor shall be named as an additional insured on the Subcontractor's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of the Subcontractor, or those acting on the Subcontractor's behalf, in the performance of Subcontract Work for the Constructor at the Worksite.

2. [] OCP. The Subcontractor shall provide an Owners' and Constructors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by the Constructor.

Before commencing the Subcontract Work, the Subcontractor shall obtain and furnish to the Constructor a certificate evidencing that the additional liability coverages have been procured.

9.2.12 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Subcontract Work shall be upon the Subcontractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

9.3 BONDS

9.3.1 Performance and Payment Bonds **ARE** required of the Subcontractor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Constructor and in the form(s) attached to this Agreement in Attachment #1. The penal sum of the Payment Bond and of the Performance Bond shall each be in the full Subcontract Amount.

9.3.2 The Subcontractor shall include all bonds as a line item on his Schedule of Values and it shall be invoiced the same as all other items provided by the Subcontractor..

9.3.3 The Subcontractor shall obtain and submit the required Payment and Performance Bond (as applicable) with the executed contract. If the Subcontractor shall fail to promptly provide any required bonds, the Constructor may terminate this Agreement and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All Constructor costs and expenses incurred by the Constructor as a result of said termination shall be paid by the Subcontractor.

9.3.4 PAYMENT BOND REVIEW The Constructor **HAS** provided the Owner a payment bond. A copy of the Constructor's payment bond for the Project, if any, shall be made available by the Constructor for review and copying by the Subcontractor, if requested in writing by the Subcontractor.



ARTICLE 10 SUSPENSION, NOTICE TO CURE, AND TERMINATION

10.1 FAILURE OF PERFORMANCE AND TERMINATION

10.1.1 NOTICE TO CURE A DEFAULT If the Subcontractor refuses or fails to supply proper supervision, a competent person (as defined by OSHA), enough properly qualified workers, proper materials, or maintain the Progress Schedule, or fails to make prompt payment to its workers, sub-subcontractors, or suppliers, or disregards Laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a provision of this Agreement, the Subcontractor shall be deemed in default of this Agreement. If the Subcontractor fails within forty-eight (48) hours after written notification to commence and continue satisfactory correction of the default with diligence and promptness, then the Constructor without prejudice to any other rights or remedies, shall have the right to exercise any or all of the following remedies:

10.1.1.1 supply workers, materials, equipment, and facilities as the Constructor deems necessary for the completion of the Subcontract Work or any part which the Subcontractor has failed to complete or perform after written notification, and charge the Subcontractor costs and expenses, including reasonable overhead, profit, and attorneys' fees that are due or to become due. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.

10.1.1.2 contract with one or more additional contractors to perform such part of the Subcontract Work as the Constructor determines will provide the most expeditious completion of the Work, and charge the cost to the Subcontractor as provided under the subsection above;

10.1.1.3 withhold any payments due or to become due the Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of the Constructor. In the event of an emergency affecting the safety of persons or property, the Constructor may proceed as above without notice, but the Constructor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery; or

10.1.1.4 terminate the Agreement by written notice. All costs incurred by the Contractor in performing the Subcontract Work, including reasonable overhead, profit and attorney's fees, costs and expenses, shall be deducted from any moneys 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 Amount. At the Subcontractor's request, the Contractor shall provide a detailed accounting of the costs to finish the Subcontract Work.

10.1.2 USE OF SUBCONTRACTOR'S EQUIPMENT If the Constructor performs work under this article, either directly or through other subcontractors, the Constructor or other subcontractors shall have the right to take and use any materials, implements, equipment, appliances, or tools furnished by, or belonging to the Subcontractor and located at the Worksite for the purpose of completing any remaining Subcontract Work. Immediately upon completion of the Subcontract Work, any remaining materials, implements, equipment, appliances, or tools not consumed or incorporated in performance of the Subcontract Work, and furnished by, belonging to, or delivered to the Project by or on behalf of the Subcontractor, shall be returned to the Subcontractor in substantially the same condition as when they were taken, normal wear and tear excepted.

10.2 BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE If the Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Agreement or, if there has been a default, and the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.2 INTERIM REMEDIES If the Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, the Constructor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform, may avail itself of such remedies under this article as are reasonably necessary to maintain the Progress Schedule. The Constructor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies



provided including, but not limited to, reasonable overhead, profit, and attorneys' fees. The Subcontractor shall be liable for the payment of any amount by which costs incurred may exceed the unpaid balance of the Subcontract Amount.

10.3 SUSPENSION BY OWNER FOR CONVENIENCE Should the Owner suspend the Work or any part which includes the Subcontract Work for the convenience of the Owner and such suspension is not due to any act or omission of the Constructor, or any other person or entity for whose acts or omissions the Constructor may be liable, the Constructor shall notify the Subcontractor in writing and, upon receiving notification, the Subcontractor shall immediately suspend the Subcontract Work. To the extent provided for under the prime agreement and to the extent the Constructor recovers such on the Subcontractor's behalf, the Subcontract Amount and the Subcontract Time shall be equitably adjusted by Subcontract Change Order for the cost and delay resulting from any such suspension.

10.4 TERMINATION BY OWNER Should the Owner terminate its contract with the Constructor or any part which includes the Subcontract Work, the Constructor shall notify the Subcontractor in writing within three (3) Business Days of the termination and, upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontract Work, follow all of the Constructor's instructions, and mitigate all costs. In the event of Owner termination, the Constructor's liability to the Subcontractor shall be limited to the extent of the Constructor's recovery on the Subcontractor's behalf under the Subcontract Documents, except as otherwise provided in this Agreement.

10.5 CONTINGENT ASSIGNMENT OF THIS AGREEMENT The Constructor's contingent assignment of this Agreement to the Owner, as provided in the prime agreement, is effective when the Owner has terminated the prime agreement for cause and has accepted the assignment by notifying the Subcontractor in writing. This contingent assignment is subject to the prior rights of a surety that may be obligated under the Constructor's bond, if any. The Subcontractor consents to such assignment and agrees to be bound to the assignee by the terms of this Agreement, provided that the assignee fulfills the obligations of the Constructor.

10.6 SUSPENSION BY CONSTRUCTOR The Constructor may order the Subcontractor in writing to suspend all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Constructor. Phased Work or interruptions of the Subcontract Work for short periods of time shall not be considered a suspension. The Subcontractor, after receipt of the Constructor's order, shall notify the Constructor in writing in sufficient time to permit the Constructor to provide timely notice to the Owner in accordance with the prime agreement of the effect of such order upon the Subcontract Work. The Subcontract Amount 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. No claim under this section shall be allowed for any costs incurred more than fourteen (14) Days prior to the Subcontractor's notice to the Constructor. Neither the Subcontract Amount nor the Progress Schedule shall be adjusted for any suspension, to the extent that performance would have been suspended, due in whole or in part to the fault or negligence of the Subcontractor or by a cause for which the Subcontractor would have been responsible. The Subcontract Amount shall not be adjusted for any suspension to the extent that performance would have been suspended by a cause for which the Subcontractor would have been entitled only to a time extension under this Agreement.

10.7 WRONGFUL EXERCISE If the Constructor wrongfully exercises any option under this article, the Constructor shall be liable to the Subcontractor solely for the reasonable value of Subcontract Work performed by the Subcontractor prior to the Constructor's wrongful action, including reasonable overhead and profit on the Subcontract Work performed, less prior payments made, together with reasonable overhead and profit on the Subcontract Work not executed, and other reasonable costs incurred by reason of such action.

10.8 TERMINATION BY SUBCONTRACTOR If the Subcontract Work has been stopped for thirty (30) Days because the Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of the Subcontractor, then the Subcontractor may terminate this Agreement upon giving the Constructor seven (7) Days' written notice. Upon such termination, the Subcontractor shall be entitled to recover from the Constructor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, and profit. However, if the Owner has not paid the Constructor for the satisfactory performance of the Subcontract Work through no fault or neglect of the Constructor, and the Subcontractor terminates this Agreement under this article because it has not received corresponding progress payments, the Subcontractor shall be entitled to recover from the Constructor only the Subcontractor's proportionate share of the Constructor's recovery from the Owner. The Constructor's liability for any other damages claimed by the Subcontractor under such circumstances shall be extinguished by the Constructor pursuing said damages and claims against the Owner on the Subcontractor's behalf as provided for in sections 10.3 and 10.4.

10.9 TERMINATION FOR CONVENIENCE By written notice to the Subcontractor, the Constructor may at any time terminate the subcontract for the convenience of the Constructor without articulating any reason and without any default under the Subcontract Documents, and without the Owner having first terminated its contract with the Constructor. Promptly following the receipt of a



notice of termination for convenience, the Subcontractor agrees that it will stop the Subcontractor Work, make reasonable arrangements for the protection of any Subcontract Work then in place, promptly remove its personnel, tools, and equipment from the Project Site, and terminate its sub-subcontractor or supply contracts with respect to the Subcontract Work. In the event of such a termination for convenience and provided the Subcontractor is not in default of the Subcontract, the Constructor shall pay the Subcontractor as the Subcontractor's entire and sole compensation, within a reasonable period of time after the notice of termination, the Subcontractor's actual, necessary, and reasonable costs of performing the Subcontract Work through the date of termination, including overhead of five percent (5%) and profit of five percent (5%) of the principal amounts of costs incurred in performing the Subcontract Work through the date of termination and the Subcontractor's expenses and costs directly incidental to the demobilization. The Subcontractor agrees to make available to the Constructor such records as the Constructor may reasonably require to calculate the amounts to be paid.

ARTICLE 11 DISPUTE MITIGATION AND RESOLUTION

11.1 WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, the Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute mitigation or resolution proceedings. If the Subcontractor continues to perform, the Constructor shall continue to make payments in accordance with this Agreement.

11.2 DISPUTES BETWEEN CONSTRUCTOR AND SUBCONTRACTOR If the dispute resolution provisions between the Constructor and the Owner in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as the Subcontractor, or if such dispute is only between the Constructor and the Subcontractor, then the Parties shall submit the dispute to the dispute resolution procedures set forth in the section below.

11.3 CONSTRUCTOR-SUBCONTRACTOR DISPUTE RESOLUTION

11.3.1 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business Days to endeavor to reach resolution. If the matter remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected in ARTICLE 11.

11.3.2 MEDIATION If direct discussions pursuant to the subsection immediately above do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) working Days of the matter first being discussed and shall conclude within forty-five (45) working Days of the matter being first discussed. Either Party may terminate the mediation at any time after the first session, by written notice to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

11.3.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

11.4 COST OF DISPUTE RESOLUTION The costs of any binding dispute resolution procedure and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

11.5 VENUE The venue for any binding dispute resolution proceeding shall be the location of the Project unless the Parties agree on a mutually convenient location.

11.6 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. To the extent disputes between the Constructor and Subcontractor involve in whole or in part disputes between the Constructor and the Owner, disputes between the Subcontractor and the Constructor shall be decided by the same tribunal and in the same forum as disputes between the Constructor and the Owner.



11.7 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.

ARTICLE 12 MISCELLANEOUS

12.1 EXTENT OF AGREEMENT Except as specifically as provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.2 ASSIGNMENT OF SUBCONTRACT WORK Except as provided in section 8.10, the Subcontractor shall neither assign the whole nor any part of the Subcontract Work without prior written approval of the Constructor.

12.3 GOVERNING LAW This Agreement shall be governed by the Law in effect at the location of the Project.

12.4 SEVERABILITY 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.

12.5 NO WAIVER OF PERFORMANCE The failure of either Party 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 of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition, or right with respect to further performance.

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

12.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



ARTICLE 13 SUBCONTRACT DOCUMENTS

13.1 INTERPRETATION OF SUBCONTRACT DOCUMENTS

13.1.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, the Subcontractor shall perform the Subcontract Work as though fully described on both consistent with the Subcontract Documents and reasonably inferable from them.

13.1.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, the Subcontractor shall immediately submit the matter to the Constructor for clarification by the Owner. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Subcontract Time or Subcontract Amount pursuant to dispute mitigation and resolution.

13.1.3 Where figures are given, they shall be preferred to scaled dimensions.

13.1.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

13.1.5 In case of any inconsistency, conflict or ambiguity among the Subcontract Documents, the documents shall govern in the following order: (a) Subcontract Change Orders and written amendments to this Agreement; (b) the ConsensusDocs 750 Agreement as modified by the Parties; (c) subject to subsection 13.1.2 the drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (d) information furnished by the Owner that is identified as a Subcontract Document; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. As referenced in Paragraph 2.4, *Attachment No. 1 (Subcontractor supplementary Conditions and Operation Requirements)* which is attached hereto, together with those additional documents referenced in section 2 of the attached *Attachment No. 1*, are all part of this Agreement.

CONSTRUCTOR: Clancy & Theys Construction Co.

PRINT NAME:

PRINT TITLE:

NAME

TITLE

SUBCONTRACTOR:

END OF DOCUMENT.



Job Number:
Job Name:
Job Address:

ATTACHMENT NO. 1

Subcontractor Supplementary Conditions and Operation Requirements

All sales tax, all use tax, and all other taxes and other contributions to government agencies levied directly to the vendor, its subcontractors or suppliers, shall be included in the contract amount.

- 1) The critical dates to be noted on the schedule are listed as follows:
 - A. Construction Start Date – XXX**
 - B. Substantial Completion date – XX**

- 2) The following documents included with this attachment are an integral part of the contract:
 - A. Scope of Work
 - B. Addendum & Clarifications
 - C. Alternates & Unit Prices
 - D. Performance Bond Form (2 pages - This form must be used if bond is required)
 - E. Payment Bond Form (1 page - This form must be used if bond is required)
 - F. Project Statement (1 page)
 - G. Sales Tax Report (1 page)
 - H. Affidavit of Capital Improvement (1 page)
 - I. Payment Application Form (1 page - must be submitted)
 - J. Conditional Release of Claims (1 page - must be submitted)
 - K. Final Release of Claims (1 page - must be submitted)
 - L. C&T Safety Policy Cover Letter (1 page)
 - M. Subcontractor Safety Performance Evaluation [SSPE] (1 page - must be returned)
 - N. Subcontractor Safety Manual (32 pages)
 - O. Drawings & Specifications List
 - P. Schedule
 - Q. Appendix E (must be submitted with each pay application)
 - R. GC Pay

- 3) It is always our intention to do very high quality work, and this job is no exception. Only the very highest quality work will be accepted. There will be no exceptions to that commitment. If Clancy & Theys Construction Company or the designers deem the work unacceptable, it must be corrected.

- 4) **INSURANCE:**
 - A. Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 1. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 2. CGL coverage shall be written on ISO Occurrence form CG 0001 1207 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 3. General Contractor and all other parties if required of the General Contractor shall be included as insureds on the CGL using ISO Additional Insured Endorsement CG 20 10 04 13 along with (and) form CG 20 37 04 13 or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to, the additional insured.
 4. Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
 5. Constructor and the Owner (**Trustees of South Piedmont Community College**) and must be named as additional insured.

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B. Automobile Liability:

1. Business Auto Liability with limits of at least \$1,000,000 each accident.
2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
3. General Contractor, Owner and all other parties required of the General Contractor shall be included as insureds on the auto policy.

C. Commercial Umbrella:

1. Umbrella limits must be at least \$1,000,000.
2. Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
3. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

D. Worker's Compensation and Employer's Liability:

1. Employer's Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.
2. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
3. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

E. Waiver of Subrogation

1. Subcontractor waives all rights against Construction Manager, Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance. The Subcontractor shall require similar waivers from its Subcontractors maintained per requirements stated above.

F. Professional Liability:

1. PROFESSIONAL LIABILITY INSURANCE. The Subcontractor shall require the Designer(s) to maintain Professional Liability Insurance with a company satisfactory to the Contractor, including contractual liability insurance against the liability assumed in Paragraph 3.8, and including coverage for any professional liability caused by any of the Designer's(s') consultants. Said insurance shall have specific minimum limits as set forth below:

Limit of \$1,000,000 per claim.

General Aggregate of \$2,000,000 for the subcontract services rendered.

The Professional Liability insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Designer. Said insurance shall be continued in effect with an extended period of three years following final payment to the Designer.

Such insurance shall have a maximum deductible amount of \$10,000 per occurrence. The deductible shall be paid by the Subcontractor or Designer.

2. The Subcontractor shall require the Designer to furnish to the Subcontractor and Contractor, before the Designer commences its services, a copy of its professional liability policy evidencing the coverages required in this Paragraph. No policy shall be cancelled or modified without thirty (30) days' prior written notice to the Subcontractor and Contractor.

G. EIFS Insurance:

1. Insurance Certificate must contain at least \$1,000,000 per occurrence/\$2,000,000 general aggregate/\$1,000,000 completed operations aggregate.
2. Insurance Certificate must contain an affirmative statement that the general liability policy specifically applies to EIFS installation of the type being performed. This must be spelled out under the job description section of the insurance. For example, if the job is an apartment project, the wording on the certificate may say "General Liability coverage applies to EIFS application on the apartment project on Main Street, Greensboro, NC."

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3. Insurance Certificate must show Clancy & Theys as an additional insured on the general liability policy and state that coverage is primary and not contributory with any coverage carried by Clancy & Theys.
4. Certificate of Insurance must be maintained for 10 years.

NOTE: If there is abatement of asbestos, lead paint, mold, or otherwise for this particular project, pollution insurance must be in force and noted in the description block on the certificate. Minimum limits in force should be in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. It is requested that Clancy & Theys Construction Company be named as additional insured on this policy (for information regarding additional insured refer to Section 1C).

- 5) All applicable United States and North Carolina Safety Standards are to be adhered to in job performance.

All subcontractors and their employees performing any work for Clancy & Theys must comply with all statutory and regulatory requirements including all applicable provisions of State and Federal laws and regulations relating to job safety, health, and safe work practices. This compliance specifically includes the Occupation Safety and Health Act and all relevant regulations including provision of 29CFR Part 1926 with amendments including 29CFR Part 1910 General Industry Safety and Health Standards Applicable to Construction. In addition, all safety policies and procedures of Clancy & Theys Construction Company and the Owner of a project apply to all subcontractors and their employees working on projects for this company.

All subcontractors shall remove from the jobsite all of their leftover/surplus materials which could be classified as "Hazardous Waste" as defined by the Federal OSHA Hazardous Communication Standard, 29 C.F.R. 1910.1200 et. Seq. This includes liquids, paste, epoxies, powders, etc.

It is a violation of the law, and we will not permit the disposal of the above-mentioned items in our dumpsters or debris to be transported to a City or County landfill.

Please see attached information regarding Clancy & Theys' Subcontractor Safety Policy Manual. A completed Subcontractor Safety Performance Evaluation Form (Page 1) must be on file with Clancy & Theys' Raleigh office prior to commencement of your work onsite.

- 6) A signed lien waiver (Clancy & Theys Construction Company's form) will be required from your firm at the job's completion. This is required prior to payment of final retainage.
- 7) Regarding specific requirements for this project, the following are pertinent to this project:
- A. Clean-up - The site will be cleaned on a systematic basis, daily, if possible. Do not force us to do your clean-up and, subsequently, backcharge your firm.
 - B. No alcoholic beverages or illicit drugs will be permitted onsite.
 - C. Note: You may reach the superintendent, **Seth Poston**, by mobile # **704.506.3061**
 - D. A designated area may be assigned for staging. Vehicles must be parked elsewhere. Construction vehicles **will not** be allowed to park in spaces outside of construction fence.
 - E. Temporary toilets are supplied by Clancy & Theys Construction Company and are to be used by all subcontractors.
 - F. If the Local authority requires specific inspections of your work, you are expected to coordinate them and provide suitable evidence of compliance.
 - G. Key personnel on this project should not be shifted off simply for your convenience.
 - H. If conflicts exist in plans and specifications, you are to have figured the "higher quality" in such instances and are expected to put in the "more expensive" unless resolved otherwise prior to installation.
 - I. All subcontractors are required to do their own cutting and patching unless specifically agreed to with Main Subcontract Agreement.
 - J. Clancy & Theys' job number for this project is **6803**-. All correspondence and invoicing should reference this number, as well as the contract number and cost code number shown on Clancy & Theys' Subcontract Agreement or Material Purchase Order.
 - L. If this is an operating facility, there should be no contact by construction personnel with any resident personnel unless specific arrangements are made. ANY inappropriate behavior will be grounds for immediate dismissal. No warnings will be required for this. Instruct your people. ALL CONSTRUCTION PERSONNEL SHOULD STAY OUT of areas outside the construction fence unless duties require otherwise. Personnel should maintain distance and decorum towards members. C&T will designate an area for "breaks".

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M. Onsite safety representative for C&T is XXX mobile#. C&T's Corporate Safety Director is XXX. He can be contacted by phone at XXX or by email at stevefuller@clancytheys.com

N. All penetrations at walls and floors must be properly/correctly sealed by a responsible party making or using the penetrations.

8) The permit numbers for the project are outlined and distributed under separate cover.

9) Periodic meetings will be scheduled for this project. The superintendent and/or project manager should attend these meetings. You will be notified once this meeting date and time is established.

10) FIELD OFFICES

A. The General Contractor will:

1. Provide field office and telephone for his exclusive use.
2. Subcontractor, at the discretion of the General Contractor, may have his own field office on site. Each Subcontractor is responsible to provide his own field office trailer, telephone, and provide for his own utilities. Location must be approved by the General Contractor.

11) WATCHMAN

A. The services of a watchman will not be provided by either the Owner or the General Contractor.

12) TEMPORARY AND REQUIRED FIRE PROTECTION

A. Each Subcontractor must provide temporary fire protection system(s) within the immediate area of his work, as required by the local Fire Marshall and local, state, federal, and insurance underwriter requirements.

13) HOISTING AND SCAFFOLDING

A. Provide certification of Subcontractor's Representative who is a trained "Competent Person." All hoisting and scaffolding will be the responsibility of each Subcontractor and shall comply with all OSHA requirements.

14) EXISTING STREETS/ACCESS TO WORK

A. Each Subcontractor is responsible for the necessary cleaning and repairing of existing streets resulting from said Subcontractor's operations.

B. The subcontractor shall in no way interfere with or endanger the normal pedestrian and vehicular traffic adjacent to and surrounding the project site.

15) BANK PROTECTION

A. Each Subcontractor performing excavating, trenching, etc. must provide and maintain proper shoring, bracing, and slope protection to prevent earth from caving or washing into the excavation, trench, etc.

B. Provide certification of contractor's representative who is a trained "Competent Person."

16) OPENINGS, BLOCKING, BACKING AND GROUNDS

A. Unless noted otherwise in the Bid Package Scope Summaries, each Subcontractor must be responsible for furnishing and installing the blocking, backing, and grounds necessary for the installation of his work.

B. Each Subcontractor must make suitable preparations for the installation of his work, including all piping, conduit, hangers, inserts, anchors, grounds, and supports that are to be embedded in concrete, masonry walls, floors, partitions, or structural members, or that are to pass through or be attached thereto. Each Subcontractor must provide and install proper sleeves, boxes, receptacles, or chases for all openings or recesses to receive his work occurring in or passing through any such members, all of which must be located accurately and secured firmly in place before any such masonry has been erected or concrete poured. Core drilling is the responsibility of each Subcontractor. It is to occur only under the supervision of the General Contractor and with the approval of the Structural Engineer.

17) ACCESS PANELS

A. If shown on the drawings, the ceiling or wall Subcontractor is responsible for furnishing and installing access panels. Otherwise, each Subcontractor is responsible for furnishing any and all access panels for items of work installed under his contract that are not called for

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by the construction drawings.

- B. Installation of all access panels is the responsibility of the Subcontractor erecting the wall or ceiling system.
- C. If not shown, these access panels must be approved by the Architect prior to installation.

18) COORDINATION DRAWINGS

A. Coordination drawings showing all horizontal and vertical dimensions must be prepared as follows:

1. Drawings showing all sleeves, openings, and inserts must be prepared by each Subcontractor whose work passes through or is recessed in the structural systems. These drawings must be prepared at such time and manner as reasonably directed by the General Contractor and will be subject to the review of the General Contractor and Architect.
2. Where directed by the General Contractor, these drawings must be prepared electronically, utilizing the Contract Structural Drawings as background drawings. Subcontractors must incorporate all reasonable revisions arising from the coordination of sleeves, openings, and inserts at no additional cost to the Owner.
3. Drawings must be prepared by all Subcontractors with items of Work located in or above ceilings or at any other location, as reasonably directed by the General Contractor. These drawings must be prepared at such time and manner as reasonably directed by the General Contractor and will be subject to the review of the General Contractor and Architect. Where directed by the General Contractor, these drawings must be prepared electronically, utilizing architectural background drawings.
4. Subcontractors must incorporate all reasonable revisions arising from the coordination of these items of Work at no additional cost to the Owner.

19) GENERAL PROTECTION

- A. Where work is conducted above or adjacent to existing construction, each Subcontractor must protect the existing construction, as necessary.
- B. Concrete floor slabs must be protected from construction damage. No heavy equipment will be permitted on the slabs until the concrete has obtained its designed strength.
- C. No work will be performed on concrete floors that would detrimentally affect the finish or appearance of uncovered floors or the application of finish flooring, where called for. Operations such as cutting or threading pipe, burring, welding, paint mixing, or clean-up of painting, will not be permitted in these areas.
- D. Smoking will not be permitted in the building.

20) BEHAVIOR OF CONSTRUCTION PERSONNEL

- A. The General Contractor and Owner will not tolerate any unseemly behavior from construction personnel. If such behavior results, immediate dismissal of the offending person from the job site may be demanded by the Owner and General Contractor.
- B. No unsanitary actions will be tolerated.

21) LICENSING FOR UTILITY WORK

- A. All utility work must be performed by Subcontractors licensed to perform that work and must be so indicated on the bid proposal.

22) SUBMITTALS/SHOP DRAWINGS

- A. Submittals must begin immediately after receipt of a Contract or Letter of Intent from the General Contractor. Submittals must be completed in time to allow for a minimum of two (2) weeks of review and turn around to the Subcontractor and not affect the construction schedule for the Project. Delays in shop drawings and continuous resubmittals will constitute a tacit acceptance by a Vendor or Subcontractor to perform, at no expense to the Owner, Architect, or General Contractor, overtime work in the shop or field to make up lost time in the construction schedule.
- B. Subcontractors or Vendors with detailed shop drawings requiring more than five (5) shop drawings or staggered submittals must meet with the General Contractor's Project Manager and submit a written schedule and sequence of drawing preparation, which must be agreed to by both parties prior to beginning shop drawings or any fabrication.
- C. All Items that become a part of the finished product require submittal.

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D. Any deviation from the specification is to be clearly noted as a substitution and clear written descriptions of the differences between the specified product and submitted product is to be provided.

E. With the exception of physical submittals, all submittals are to be submitted electronically. Submittals are to include all items indicated in the specifications, including, but not necessarily limited to the following:

1. Shop Drawings, Cut Sheets, Product Data, Certifications, Guarantees, etc.
2. All Operation and Maintenance Manuals are to be submitted electronically in a searchable text file.
3. All As-Built/Record Drawings are to be submitted electronically in a searchable text file.
4. Physical Samples: Submit 3 samples for every material/color required/requested.

F. Transmittals must contain the following information:

1. Project title
2. Company making submittal
3. Specification section of submittal
4. Contact in case an item submitted required discussion
5. Date required to avoid delays in fabrication and the construction schedule
6. Reason for submittal – i.e., approval, resubmittal, field, and file information, etc.

Documents submitted for the first time or unapproved to-date shall be noted "FOR APPROVAL" or "FOR INFORMATION ONLY," as applicable thereon.

G. Field and File Drawings:

1. Subcontractors and Vendors must make all corrections indicated on the submittal and furnish, if required, corrected electronic shop drawings noted **"FOR FIELD AND FILE"** or **"FOR CONSTRUCTION."**

H. Quality of Shop Drawings:

1. The Architect, Owner, and General Contractor reserve the right to reject shop drawings for review for reasons including, but not limited to, the inability to clearly read the information or dimensions on the drawings, scale too small for proper review, incomplete information, etc. Such rejected drawings must be redrawn and reworked without delay.
2. All materials to conform to specs and applicable codes and requirements. If a conflict exists between the specs and code, this Subcontractor will give immediate notification.
3. Stamped review by the designer or Clancy & Theys does not constitute approval to perform work that deviates from the plans and specification. Each contractor must still provide a complete scope of work per the contract documents.

I. Certification

1. All applicable systems and equipment shall receive required certifications.

23) AUTODESK BIM 360 FIELD MANAGEMENT SUITE

Clancy & Theys will likely use Autodesk BIM 360 Field Management suite on this project. The Autodesk BIM 360 Field Management suite consists of Autodesk 360 Field Manager, Mobile, and Reports. This software platform is an all in one field management solution for construction, enabling projects to create programs for quality, safety, commissioning and more. This software allows for the execution of these programs at the point of construction through mobile devices like the iPad and it measures the results through detailed reporting.

Subcontractors access their lists of to do items, including work items and other field tasks, through a web based subcontractor portal. On that portal they shall update the status of their issues through statuses as instructed by contractor personnel. For example, they will update issues from "Open" to "Work Completed" when work items are ready to be reviewed by others. Issues created in Autodesk BIM 360 Systems may have "Due Dates". Issues shall be completed by their due dates.

The Autodesk BIM 360 subcontractor portal can be accessed from an existing desk top computer and does not require the purchase or installation of any software.

Operating hardware/ software requirements:

- ◆ Subcontractors will access the Autodesk BIM 360 Systems database using a supported web browser running on a Microsoft Windows-based PC or laptop
- ◆ The web browsers supported include Internet Explorer (version 7 or 8), Mozilla Firefox, or Google Chrome
- ◆ Optionally, the subcontractor can access the Autodesk BIM 360 Systems database through the Autodesk Mobile application, built on Apple's iPad platform.

Job Number:

Job Name:

Job Address:

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24) C&T ELECTRONIC DOCUMENT & SIGNATURE POLICY

Pursuant to applicable law (including the Uniform Electronic Transactions Act, the Electronic Notary Public Act, and the federal Electronic Signatures in Global and National Commerce Act) but subject to the parameters and limitations set forth below, Clancy & Theys and Subcontractor agree that (i) the electronic signature thereof by a party shall be as valid as an original signature of such party and shall be effective to bind such party to the Subcontract, (ii) both parties agree not to deny the legal effect or enforceability of the Subcontract solely because it contains an electronic signature, and (iii) both parties agree not to object to the admissibility of the Subcontract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form, is not an original, or does not contain an original signature.

A. Definitions

1. "Electronic record" means a record created, generated, sent, communicated, received, or stored by electronic means.
2. "Electronic signature" means an electronic sound, symbol, or process attached to, or logically associated with, a record and executed or adopted by a person with the intent to sign the record.
3. "Information processing system" means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information.
4. "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

B. Subcontract Documents

Electronic versions of Subcontract documents (Subcontracts, Lien Waivers, Change Orders, Payment Applications, Invoices, Sales Tax Forms, Surety Bonds, etc.) will be accepted in lieu of original (and signed) paper documents as follows:

1. This policy will not apply if and to the extent the owner or owner's lender requires receipt of original paper documents;
2. Clancy & Theys will not require signatures to be notarized on Subcontracts and Change Orders. For other subcontract documents that may require a notarized signature (i.e., Payment Applications, Lien Waivers, Surety Bonds, etc.), for an electronic record to be accepted in lieu of an original paper document: (i) for scanned documents, the notary seal or stamp must clearly appear in the scanned image, and (ii) if an electronic signature is to be used on the record, the required notary information must be attached to the electronic signature in compliance with the Uniform Electronic Transactions Act (UETA) and/or the Electronic Notary Public Act, N.C.G.S. §10B-100 et. seq. (for North Carolina projects).
3. The subcontract documents must be electronically recorded and/or signed using an information processing system approved by Clancy & Theys that (i) allows for the electronic record to be printed and stored by each party, (ii) identifies the name and title of the person who made such electronic record or signature, and (iii) allows for verification or validation that an electronic signature, record, or performance is that of a specific person who intended to make such signature, record, or performance.
4. In the case of a scanned copy of an original signed paper document, (i) the scanned document must be an exact and clear replica that contains all information included in the original paper document, such as any writing and text in margins, footnotes, multiple ink colors, watermarks, and notary seals, and (ii) the scanned document must be emailed or otherwise electronically sent to Clancy & Theys' project manager or accounting department (at the email address(es) provided by Clancy & Theys)

ATTACHMENT 1, ITEM 2A

Project

CLANCY & THEYS PROJECT NO.

SCOPE OF WORK – 01 SITEWORK

The scope of the Sitework is detailed by the following specifications sections, addenda, and as shown and/or indicated on the drawings. The work is not restricted by division of drawings or specifications unless otherwise specifically noted. All work to be performed shall consist of providing all labor, materials, taxes (state and local), supervision, equipment, items of incidental nature, business license, etc. required to furnish a complete turn-key Sitework package whether or not shown, detailed and/or implied on the plans and specifications.

Division 0 – Construction Contract Documents All Sections	
Division 1 – General Requirements - All Sections As Applicable Special Inspections	

The Subcontractor shall perform the Sitework as illustrated in the Contract Documents including, but not limited to, the following:

I. GENERAL SCOPE:

1. The Subcontractor understands this is a professional, commercial construction project. As such, hardhats, hard-soled footwear, safety glasses, safety vests, long pants, shirtsleeves and all other personal protection devices and safety equipment to safely perform the Subcontractor’s work are required at all times. All devices and equipment to be provided by the Subcontractor. The Subcontractor shall mandate these requirements to all lower-tier subcontractors. If any of the Subcontractor’s personnel (including lower tier subcontractors) is found performing work unsafely they, and the Subcontractor’s field supervisor, may be removed from the project.

2. The Subcontractor shall have someone on site at all times that will serve as the “competent person”. This person will understand all aspects of the Subcontractor’s work, including all safety regulations governing their work. The competent person shall be identified by the Subcontractor and shall have on site access to all material safety data sheets and appropriate safety plans. The Subcontractor shall notify Constructor in all cases when their competent person will not be on site and identify another trained employee as their substitute competent person.
3. The Construction schedule is based off of a 5 day work week, Monday through Friday. The jobsite will be open from 7am until 5pm during these days. Weekends and off-hours will be utilized as needed or if project falls behind schedule. Any work or construction activities that need to be coordinated outside of these times of operation shall provide 48 hour advanced notification to Clancy & Theys.
4. The Subcontractor acknowledges they are familiar with and will adhere to the Constructor’s Subcontractor Safety Policy Manual and acknowledges receipt of all documents necessary to successfully fulfill the requirements of their Subcontract. In addition, all of Subcontractor’s field personnel, including all lower-tier subcontractor personnel, will receive safety orientation training on site and this training will be documented by the Constructor prior to starting work on site.
5. The Subcontractor shall provide a “one point of contact” field supervisor at all times when the Subcontractor is on site. This field supervisor shall be an employee of the Subcontractor and will control all aspects of the Subcontractor’s work, including work performed by all lower-tier subcontractors. This field supervisor shall be fluent in English.
6. The final completion date for the project shall be considered the warranty date. All warranties shall reference this date as the date for which the warranty period starts.
7. The Subcontractor shall coordinate their work with all other trades so as not to cause any delays in the construction progress. This includes having appropriate representation at all scheduled coordination meetings, subcontractor meetings, and foreman meetings. Coordination is essential to this project’s success.
8. Unless otherwise agreed upon the Subcontractor shall provide Constructor with all specified submittals within 14 days of issuance of this Subcontract. The Subcontractor shall provide electronic copies of all product data and shop drawings. If samples are required, Subcontractor will provide four units of each type of each color.
9. The Subcontractor is responsible for the daily clean-up of all trash and debris generated by the Subcontractor. The Subcontractor shall leave the workspace in a “broom-swept” condition daily and place all trash and debris in the Constructor - supplied dumpster by the end of each

day their work is performed on site. In no case shall debris and trash be left on site, in corridors, breezeways, stairwells, or other access and egress points. If Subcontractor does not provide cleanup, after written notification, Constructor will provide a laborer and the cost thereof will be deducted from Subcontractor's contract sum.

10. The Subcontractor shall be responsible for protection of their stockpiled / stored materials. The Subcontractor shall provide and install weather protection for their work, their stored materials and Constructor -supplied materials that have been furnished to Subcontractor.
11. The Subcontractor is responsible for protection of areas and surfaces in proximity of their work and stored materials. The Subcontractor shall furnish and install necessary protection to ensure that existing surfaces are not damaged during execution of work and stocking and placement of materials. The Subcontractor is responsible for furnishing, installing, maintaining and removing roof protection when working off of or atop the finished roof.
12. The Subcontractor shall be responsible for all layout and field verification of dimensions, as required, to properly install all work per the contract documents. The Constructor will provide building corners, column line offsets and benchmarks for the Subcontractor's use. The Subcontractor shall be solely responsible for the layout of the work for this Subcontract from baselines and benchmarks provided by Constructor. The Subcontractor shall be solely responsible for the layout and dimensional correctness of the work for this Subcontract. The Subcontractor shall review all contract drawings before proceeding with layout and shall report in writing to Constructor any discrepancies in the contract drawings before proceeding with work.
13. The Subcontractor shall verify all existing conditions and field conditions as required. The Subcontractor shall field measure all conditions prior to material fabrication to confirm fabrication dimensions and conditions. The Subcontractor shall report, in writing, to Constructor any discrepancies in the Contract Documents before proceeding with work.
14. Prior to stocking materials, the Subcontractor shall layout and receive approval from Constructor's superintendent for stocking areas a minimum of one day in advance of delivery. The Subcontractor shall receive, uncrate, handle and store all materials associated with their scope of work. When materials are stored on site, the Subcontractor shall be responsible to relocate materials found to conflict with the work of other trades. Excessive materials stored on site will not be allowed and will not be subject to "Stored Materials" payments. All material deliveries must be scheduled in advance with Constructor's superintendents.
15. The Subcontractor is responsible for all scaffolding, hoisting, pumping and conveyance of materials and lifting for their work.

16. The Subcontractor must attend weekly subcontractor meetings and weekly foreman meetings at the site. The Subcontractor is required to start attending these meetings a minimum of two weeks before the installation of any of their work, or as invited. Attendance at these meetings must continue until the scope of work is completed. The Subcontractor's representative(s) at meetings must have the authority to speak for the Subcontractor on items related to schedule, material deliveries and movements, safety and coordination with other trades.
17. The Subcontractor shall provide weekly updates to the Constructor's field use drawings on site for the purposes of maintaining a current set of "As-Built" drawings throughout the project.
18. Substitutions for convenience will not be considered. Substitutions due to product unavailability or other conditions beyond the control of the Subcontractor will have to be formally approved by the Architect as outlined in the contract documents and State Construction Office General Conditions of the Contract and specification 012500.
19. The Subcontractor shall furnish and install all necessary shoring and bracing for their work; including but not limited to excavation, vertical surfaces, and existing utilities as required.
20. The Subcontractor shall install, maintain and remove all necessary traffic control associated with their work. In addition, the Subcontractor shall relocate and reset and secure any temporary fencing, as required, to offload materials and/or perform their work. All fencing shall be restored at the completion of each shift. All flagmen shall be trained and certified to perform flagging. Prior to impeding any traffic, the Subcontractor shall review their method of operation with the Constructor's superintendent. Approval of the method of operation or a written Traffic Control Plan is a prerequisite for impedance of traffic. This provision is to include, but not be limited to, all material deliveries for the Subcontractor.
21. The Subcontractor shall inspect existing substrates before commencing work in a specific area or room. The Subcontractor shall satisfy itself as to the acceptability of the surface to which their work is to be applied or affixed. The Subcontractor shall report to the Constructor's superintendent, in writing, all deficiencies of the substrate before commencing with work, and shall allow time for any deficiencies to be corrected. Commencement of work in a specific area or room indicates acceptance of existing substrate.
22. The Subcontractor shall provide all necessary fire watch services and secure all necessary Hot Work permits for any burning, welding or abrasive cutting work.
23. Should the Subcontractor's work pass through walls or slabs, the Subcontractor shall furnish and install all sleeves, embeds and block-out material within walls or slabs prior to placement of walls and slabs. Should sleeves, embeds or block-outs require installation after walls and slabs are constructed due to the fault of or lack of coordination by the Subcontractor, the cost

- of all cutting and patching of said walls and slabs will be the responsibility of the Subcontractor.
24. The Subcontractor shall furnish, install, maintain and remove all barricades for any of their openings or excavations that create a fall hazard or other hazard.
 25. The Subcontractor shall complete all punch list work within 10 days of Subcontractor's receipt of each punch list. Failure to promptly execute punch list work will result in the Constructor performing the work and back-charging the Subcontractor.
 26. The Subcontractor shall lock in all material pricing upon issuance of the Letter of Intent or Subcontract. **Constructor will not accept any change orders for material price increases, lower-tier subcontractor cost increases or fuel cost escalation.**
 27. The Subcontractor shall provide dewatering of all their excavations. Discharge of dewatering shall be coordinated with Constructor's superintendent and in accordance with all governing regulations.
 28. Should the Subcontractor's work require the disruption of the exterior or interior grade, all surfaces shall be restored to their original condition. All work in close proximity to existing utilities or structures shall be excavated by hand.
 29. A third-party testing firm will be secured by the Owner to review and inspect all backfill and compaction activities. Subcontractor is responsible for following the testing firm's requirements of obtaining proper compaction of material, depth of lifts and percent compaction.
 30. The Subcontractor is responsible for removing off-site any spoils generated by their work. The Subcontractor shall coordinate the location of all spoils with the Constructor's superintendent.
 31. It will be the responsibility of the Subcontractor to ensure that all areas and items to remain are free from damage due to Subcontractor's operations. All temporary protection, engineering, shoring, bracing, etc. required to maintain these areas and items will be the responsibility of the Subcontractor, and any damage to these areas or items due to the Subcontractor's operations will be solely the Subcontractor's responsibility. The Subcontractor shall only be responsible for protection related to their work. Removal of the Subcontractor-installed protection will be as directed by the Constructor's superintendent.
 32. Subcontractor is responsible for temporary dust protection and control for his work on this project.

33. The Subcontractor is responsible for marking all existing utilities prior to excavation or demolition in any given area. Subcontractor must call in government location service prior to starting any underground work and get the required authorization number.
34. The subcontractor shall coordinate inspections required to complete this scope of work and is responsible for any costs associated with failed inspections.
35. All O&Ms and closeout documents are to be completed and turned in to Constructor at 50% completion of your scope of work and shall comply with the requirements of the project documents.
36. The subcontractor acknowledges all addenda 1 through 3 as part of this subcontract agreement.
37. The subcontractor acknowledges this project is a tobacco free project which includes electronic vapor devices. Tobacco products of any kind are not to be used on the project or South Piedmont Community College property.
38. The subcontractor shall accept the site “as-is” and will remove all materials and equipment remaining at the site at the time of demolition.

39. The Subcontractor shall complete Appendix E (included in Attachment 1) paperwork with each pay application. Payments cannot be released until this is completed.
40. Subcontractors and Vendors of Clancy & Theys will use GCPay.com (see Attachment 1, Item 2R) to process invoices and related items. Sales tax reports and HUB Appendix E (forms are included in Attachment 1) will need to be completed & uploaded to GCPay with each pay application. Subcontractor will provide the Constructor with a contact for billing purposes to be set up in the GCPay system.
41. Subcontractor will provide to the Constructor all lower tier subcontractors insurance certificates noting the required the additional insured requirements prior to that subcontractor being allowed to work on site.

II. SPECIFIC SCOPE:

1. It is the intent of this scope that the work performed pursuant to this scope be complete and acceptable in every respect. The descriptions of the work included above are clarifications of specific items and are not intended to limit the overall scope of work required for complete systems per the Contract Documents. This scope of work is to be “turn-key” and shall include all labor, materials, supervision, equipment, taxes, and safety measures needed to complete the Sitework Scope.
2. The Subcontractor shall provide performance and payment bonds for the value of the Subcontract. This bond shall be required prior to the commencement of the work. No payments will be made until such time as bond is in place.
3. If the Constructor is assessed liquidated damages for delay of project, the Constructor will assess a share of those liquidated damages against Subcontractors in proportion to the Subcontractor’s share of the responsibility for the delay. The amount of the assessment shall not exceed the amount assessed against the Constructor. Constructor’s liquidated damages are established in their contract with the owner at \$XXX.00 per calendar day, for delays past Final Completion. Final Completion date is stipulated in the Construction Schedule.
4. The subcontractor shall provide all “task” lighting for this scope of work.
5. The Subcontractor understands power may not be immediately available during the early stages of construction and may need to provide their own source of power at their expense. Power shall become available as construction progresses to a point it can be safely provided.

The Subcontractor shall provide any necessary power requirements beyond 120/208v. As power is made available to the immediate vicinity of the building it is intended for the Subcontractor's use in performance of their scope of work. The Subcontractor shall be required to provide their own GFCI pigtails as required by OSHA & C&T Safety Manual.

6. The Subcontractor includes all licenses, permits and fees required to complete this scope of work.
7. All concrete encasement as required to perform this scope of work is included in this scope. Maintain clearances as required by documents or code; whichever is stricter.

- Gas and Underground/Overhead Electric
- Underground conduit, project photography, water & sewer tap fees, Wet Pond maintenance.

III. SUMMARY OF CONTRACT AMOUNT:

Base Bid	
Alternate	NONE
VE Item(s)	
Payment & Performance Bond	
Total Contract Amount	

IV. SPECIFIC EXCLUSIONS:

1. None noted

V. UNIT PRICES:

VI. ALLOWANCES INCLUDED IN SUBCONTRACT:

VII. VE SUMMARY:

SAMPLE

Attachment 1 – Item B Addendum & Clarifications

Addendum 1

Addendum 2

Addendum 3

SAMPLE

Attachment 1 – Item 2C - Alternates & Unit Prices

Unit Prices

See Scope of Work

Alternates

See Scope of Work

SAMPLE



Bond No. _____

PERFORMANCE BOND
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS: That _____,

(hereinafter called "Principal" or "Subcontractor"), as Principal, and _____, a corporation organized and existing under the laws of the State of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto Clancy & Theys Construction Co. (hereinafter called "Obligee" or "Contractor"), as Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by _____ for the construction of _____ and;

WHEREAS, the Subcontractor has entered into a subcontract and/or supply agreement with the Contractor, dated _____ (the "Subcontract") in the amount of \$ _____ (the "Subcontract Price") to furnish certain labor, materials, or equipment in connection with the Prime Contract, consisting generally of _____ (the "Subcontract Work"), which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, Surety and Principal agree to be bound as follows:

1. If the above bonded Subcontractor shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by Contractor, and during the life of any guaranty or warranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless Contractor of and from any and all loss, damage, cost and expenses (including attorneys' fees) that Contractor may sustain by reason of the Subcontractor's failure so to do, then this Bond shall be null and void; otherwise it shall remain in full force and effect.
2. The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either the Contractor or Subcontractor to the other, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract without notice to or consent from Surety, such notice and consent being hereby waived.
3. Whenever Subcontractor shall be, and declared by Contractor, to be in default, in breach, and/or to have failed to perform in any manner under the Subcontract (collectively the "Declaration of Default"), Contractor having performed its obligations thereunder, the Surety shall remedy the default within thirty 30 days by:
 - a. Tendering to Contractor the full amount of the penal sum of this Bond; or
 - b. Completing the Subcontract in accordance with its terms and conditions; or
 - c. Obtaining bids or offers from contractors acceptable to Contractor for completing the remaining Subcontract Work in accordance with the terms and conditions of the Subcontract, and upon determination by Contractor and the Surety jointly of the lowest responsible bidder or offeror, arranging for a subcontract between such completion contractor and Contractor, and arranging for new performance and payment bonds for such completion contractor from a surety acceptable to Contractor equivalent to the bonds issued on the Subcontract, and paying such completion contractor the difference between the cost to complete the Subcontract Work and the Subcontract balance, with "cost to complete the Subcontract Work" to include: (i) the cost of obtaining new performance and payment bonds, (ii) additional legal, design professional and delay costs resulting from Subcontractor's Default, and resulting from the actions or failure to act of the Surety, and (iii) any and all damages incurred by Contractor as a result of Subcontractor's Default; or
 - d. Agreeing to pay, within twenty (20) days of receipt of invoice, amounts due Contractor under the terms of the Subcontract for correcting or completing the performance of the Subcontract Work or arranging for such correction or completion.
4. If Surety remedies the default pursuant to Subparagraph 3(b) or 3(c), then Surety shall also be obligated to pay, within thirty (30) days of receipt of invoice, amounts due to Contractor under the Subcontract for correcting or performing the Subcontract Work after the Declaration of Default and prior to Surety remedying the default.
5. Upon commencement of the remedy of the default as set forth in Paragraph 3, Contractor shall make available as the Subcontract Work progresses and as amounts become due under the terms of the Subcontract, the Balance of the Subcontract Price. The term "Balance of the Subcontract Price" as used in this Paragraph, shall mean the Subcontract Price, including any amendments thereto executed as of the Declaration of Default, less the amount paid by Contractor to Subcontractor in accordance with the terms of the Subcontract, and less any other amounts for which Surety is liable to Contractor under this Bond.

6. If Surety fails to remedy the Subcontractor's default in accordance with Paragraph 3, then Surety shall pay Contractor all attorneys' fees and costs incurred by Contractor in enforcing Surety's obligations hereunder, and such obligation shall be in addition to and not a part of the penal sum of this Bond, notwithstanding the limitation set forth in Subparagraph 3.

7. In the event of a dispute between Surety and Contractor related to the Subcontract or to this Bond, the dispute shall be resolved by the dispute resolution procedures set forth in the Subcontract. Surety shall be bound by any decision or ruling issued in any legal proceedings relating to the Subcontract involving Contractor and Subcontractor concerning the Subcontractor's obligations under the Subcontract.

8. Surety shall make all payments called for under this Bond. However, in the event it is adjudicated that Surety is not liable under this Bond, in whole or in part, and Surety expended monies in excess of the funds paid by Obligee to Surety, then Surety shall be entitled to recover the excess from Obligee.

9. Any notice given or any demand made under this Bond shall be given in writing and may be provided to the following email address _____ or delivered by any method that provides confirmation of receipt, including personal delivery, express courier (such as Federal Express), and prepaid certified or registered mail with return receipt requested. The Surety's address for notice is _____.

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

SURETY: _____

By: _____ (SEAL)

Print Name: _____

Print Title: _____ Attorney-in-Fact _____
(Attach Power of Attorney)

Surety Phone No.: _____

Witness: _____

PRINCIPAL: _____

By: _____ (SEAL)

Print Name: _____

Print Title: _____

Witness: _____

Form Revised 12/12/17



Bond No. _____

PAYMENT BOND
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS: That _____,
(hereinafter called "Principal" or "Subcontractor"), as Principal, and _____,

a corporation organized and existing under the laws of the State of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto Clancy & Theys Construction Co. (hereinafter called "Obligee" or "Contractor"), as Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by _____ and;

WHEREAS, the Subcontractor has entered into a subcontract and/or supply agreement with the Contractor dated _____ (the "Subcontract") to furnish certain labor, materials, or equipment in connection with the Prime Contract, consisting generally of _____, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if the Subcontractor (i) promptly makes payment of all sums due to Claimants, (ii) defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment or any other goods or services used or reasonably required for use in the performance of the Subcontract and any and all modifications of the Subcontract that may hereafter be made, and (iii) pays or reimburses Contractor for any and all loss, damage, costs, and expense, including attorneys fees, suffered or incurred by Contractor as a result of such claim, demand, lien or suit, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Further, upon notice from Contractor to Surety and Subcontractor of any claims, demands, liens, or suits by a Claimant against Contractor or Contractor's surety, and upon Contractor's tendering of the defense of such claim, demand, lien or suit, the Surety shall promptly and at the Surety's sole expense, defend, indemnify and hold harmless Contractor against such claim, demand, lien or suit.

For purposes of this Bond, the term "Claimants" shall mean all persons or entities (including persons or entities of any lower tier to, through, or under Subcontractor) supplying, or having a contract to supply, labor, materials or equipment or any other goods or services used or reasonably required for use in the performance of the Subcontract and any and all modifications of the Subcontract that may hereafter be made. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used or reasonably required for use in the Subcontract, architectural and engineering services required for performance of the work of the Subcontractor, and health, welfare and fringe benefits, federal, state and local taxes, delay and impact damages, and all other items for which either a lien claim or payment bond claim may be asserted in the jurisdiction where the labor, materials or equipment were furnished. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located.

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

The Subcontractor and the Surety agree that this Bond shall inure to the benefit of all Claimants, as well as to the Contractor, and that any and all such persons may maintain independent actions upon this Bond in their own names. Contractor shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, Claimants, or otherwise have obligations to Claimants under this Bond.

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

SURETY: _____
By: _____ (SEAL)
Print Name: _____
Print Title: _____ Attorney-in-Fact
(Attach Power of Attorney)
Surety Phone No.: _____
Witness: _____

PRINCIPAL: _____
By: _____ (SEAL)
Print Name: _____
Print Title: _____
Witness: _____

PROJECT STATEMENT
(N.C. GEN. STAT. § 44A-27(f))

(1) *Name of the Project:*

(2) *The physical address of the Project:*

(3) *The name of the contracting body:*

(4) *The name of the contractor:*

Clancy & Theys Construction Company

(5) *The name, phone number, and mailing address of an agent authorized by the contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in Section 44A-27(b):*

Clancy & Theys Construction Company
516 W. Cabarrus Street
Raleigh, NC 27603
Phone No.: (919) 834-3601

(6) *The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a):*

This Project Statement is being provided to contractor's subcontractors pursuant to N.C.G.S. §44A-27, and such subcontractors are also required under this statute to provide a copy of this Project Statement to their subcontractors and suppliers.

SUBCONTRACTOR'S SALES TAX REPORT

(A detailed report of all sales and/or use tax on materials that will become a permanent part of the building for the project, invoice, and period listed below.)

Project: _____ **Clancy & Theys JobNo.** _____
Subcontractor: _____ **Invoice or Pay Request#** _____
Address: _____ **For Period:** ____/____/____ to ____/____/____

SUPPLIERS	Total Invoice	Invoice Before Tax	Tax Amount	NC Tax Amount	County Tax	Local Option/ Transit Tax	County
Subtotals							
INVENTORY	Total Inventory	Inventory Before Tax	Tax Amount	NC Tax Amount	County Tax	Local Option/ Transit Tax	County
Subtotals							
Grand Totals							Total

I certify that the above listing includes **ALL SALES AND/OR USE TAX** on materials used in the completion of our contract with Clancy & Theys Construction Company during the period indicated above. I further certify that all items listed above were either taken from our stock and/or purchased from the vendor indicated above and that the materials have been or will be used in the performance of this contract. As a part of our contract, these materials have been included in our invoice or pay application indicated above to Clancy & Theys Construction Company.

****MATERIALS** MATERIALS SHALL INCLUDE ONLY THOSE ITEMS THAT WILL BECOME A PERMANENT PART OF OR BE ANNEXED TO THE BUILDING OR STRUCTURE BEING ERRECTED, ALTERED OR REPAIRED. NO RENTALS, TOOLS, AND/OR EQUIPMENT HAS BEEN INCLUDED.**

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ Day of _____

(Contractor Signature)

Notary Public

(Title)

Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

<p>A Owner, Tenant, or Real Property Contractor</p> <p>Clancy & Theys Construction Company</p> <p>Address 7730 England Street</p> <p>City State Zip Code Charlotte NC 28273</p>	<p>B Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code Charlotte NC 28208</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed) City State Zip Code

NC

28110

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Stacy Shields

Signature of Authorized Person: _____ Title: Assistant Controller Date: 11/27/18

**CLANCY & THEYS CONSTRUCTION COMPANY
SUBCONTRACTORS/MATERIAL SUPPLIERS
APPLICATION FOR PAYMENT**

FIRM: _____
 DATE OF APPLICATION: _____
 PROJECT: _____
 CONTRACT NUMBER: _____

PAYMENT REQUEST NUMBER: _____
 PROJECT NUMBER: _____
 PHASE CODE NUMBER: _____
 PERIOD: _____ TO _____

STATEMENT OF CONTRACT AMOUNT

AMOUNT

DO NOT WRITE IN THIS SPACE

(1) Original Contract Amount	_____	\$ _____
(2) Approved Changes (Net + and -)	_____	\$ _____
(3) Adjusted Contract Amount	_____	\$ _____
(4) Value of Work Completed to Date	_____	\$ _____
(5) *Value of Stored Materials	_____	\$ _____
(6) Total (4,5)	_____	\$ _____
(7) Less Amount Retained (%)	_____	\$ _____
(8) Total Less Retained	_____	\$ _____
(9) Previous Requisitions	_____	\$ _____
(10) Amount of this Request	_____	\$ _____

*** STORED MATERIALS**

Unless specifically prohibited by the contract documents, payment will be allowed for materials stored off-site; however, we will request two (2) copies of material invoices from your suppliers for any of your company's invoices containing payment requests for materials stored off-site. Also, two (2) copies of an insurance certificate naming Clancy & Theys and the Owner as additionally insured should accompany the invoice. This certificate should identify the materials stored and the storage location (an approved bonded warehouse).

CERTIFICATION

I hereby certify that the work performed and the materials supplied to date, as shown above, represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and Clancy & Theys Construction Company relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor to (1) all my subcontractors and (2) for all materials and labor used in connection with the performance of the contract. I further certify that I have complied with Federal, State, and Local tax laws, including Social Security and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract. I hereby waive, release, and relinquish any and all claims, demands, right of lien for all work, labor, material, machinery, equipment, fixtures, and services performed and furnished for payment previously received

Subscribed and Sworn Before Me This _____ Day of _____, 20____

Notary Public _____ My Commission Expires: _____

FIRM: _____ BY: _____ AUTHORIZED SIGNATURE

TITLE: _____

DO NOT WRITE BELOW THIS LINE

Vendor No: _____	Date PM: _____	Posted: _____	Paid: _____
Job No: _____	Approved By: _____		
Task No: _____	Approved Date: _____		
P.O. No: _____			

FIRST TIER SUBCONTRACTOR/SUPPLIER
CONDITIONAL RELEASE OF CLAIMS

To: Clancy & Theys Construction Company

From: **Advanced Development Concepts, LLC**, hereinafter Subcontractor
(First-Tier Subcontractor/Supplier)

Project: **6803--SPCC Multi-Purpose/STEM Building SCO#07-07352-03A**

Location: **4221 Old Charlotte Highway Monroe, NC**

Owner: **Trustees of South Piedmont Community College**

The undersigned, being duly sworn certifies that he or she is the _____ (title) of the Subcontractor, a subcontractor of Clancy & Theys Construction Company on the above named project, and that he or she is duly authorized to sign this Release of Claim on behalf of the Subcontractor.

The undersigned makes this Conditional Release of Claims well knowing that Clancy & Theys Construction Company relies upon this document in making payment to the Subcontractor.

In exchange for payment from Clancy & Theys Construction Company in the amount of \$ _____, the Subcontractor releases any and all its claims and waives any and all liens against the Owner, its premises and property, Clancy & Theys Construction Company and its surety, if any, for the work performed through _____ (date) and to the extent of such payment listed above as well as all previous payments.

The undersigned further certifies that all persons, firms or corporations who have performed work, rendered services, provided labor, materials, or equipment used by the Subcontractor on the Project have been paid in full, or immediately will be paid in full, for the same up to the date listed above. Other than the exceptions listed below, the undersigned certifies that none of the Subcontractor's employees, suppliers, subcontractors (i.e. second tier subcontractors or lower), material suppliers, or service suppliers are entitled to a lien against the Owner, its premises or property, or a claim against Clancy & Theys Construction Company or to any funds owed to Clancy & Theys Construction Company on the Project.

Exceptions:

This the _____ day of _____, 20____.

STATE OF: _____
COUNTY OF: _____

By: _____
Title: _____
Subcontractor: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires _____

Notary Public

FIRST TIER SUBCONTRACTOR/MATERIAL SUPPLIER

FINAL RELEASE OF CLAIMS

To: Clancy & Theys Construction Company

From: _____
Subcontractor/Material Supplier
(First-Tier Subcontractor/Material Supplier)

Project: _____

Subcontract Agreement/Material Purchase Order No:

The undersigned, being duly sworn certifies that he or she is the _____ (title) of the Subcontractor/Material Supplier, a subcontractor/material supplier of Clancy & Theys Construction Company on the above named project, and that he or she is duly authorized to sign this Final Release of Claims on behalf of the Subcontractor/Material Supplier.

The undersigned makes this Final Release of Claims well knowing that Clancy & Theys Construction Company relies upon this document in making payment to the Subcontractor/Material Supplier.

Upon receipt of final payment from Clancy & Theys Construction Company in the amount of \$ _____, the Subcontractor/Material Supplier releases any and all its claims and waives any and all liens against the Owner, its premises and property, Clancy & Theys Construction Company and its surety, if any, for the work performed on the project.

The Subcontractor/Material Supplier agrees to accept final payment in full satisfaction for any and all invoices, demands, actions, or any other claims arising out of or related to the Subcontractor/Material Supplier's work on the project.

The undersigned further certifies that all persons, firms or corporations who have performed work, rendered services, provided labor, materials, or equipment used by the Subcontractor/Material Supplier on the Project have been paid in full, or immediately will be paid in full, for the same.

The undersigned further certifies that all sales, use and payroll taxes for all materials, equipment, and labor have been paid in full, or immediately will be paid in full, for the same.

This the _____ day of _____, 20____.

STATE OF: _____

By: _____

COUNTY OF: _____

Title: _____

Subcontractor: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires

Notary Public



November 27, 2018

To: Subcontractors of Clancy & Theys

From: Steve Fuller, Safety Director

Subject: Safety Policy

Clancy & Theys' safety policy is to ensure the well being of all construction workers on our sites. The attached questionnaire, Subcontractor Safety Performance Evaluation Form, is a vital part of this effort. It is designed as a tool to help us, as well as you, as a subcontractor, in evaluating the level of safety and health being provided to protect workers.

Attached is the "Subcontractor Safety Performance Evaluation Form." Copy of this form containing your most current information must be on file in our office for any current or future work you may contract with Clancy & Theys. Please have the person in charge of your safety program complete the Evaluation Form and return it to my attention as quickly as possible.

Once the completed form is returned, it will be reviewed for ways to assist you in your safety and health program, if necessary. So, please make sure this form is as complete and accurate as possible. If areas of concern are found during our review, you will receive a call to discuss the matter(s) further.

If you have completed and returned this form in the past, it is not necessary to complete another one unless your mod rate, training information, etc. have changed since the last time you submitted it.

Failure to return the "SSPE" form may impact future work with Clancy & Theys. Please contact me if you have any questions concerning this matter or have safety related questions of which I may be of service.

Sincerely,

Steve Fuller

Steve Fuller, CHST
Safety Director

Subcontractor Safety Performance Evaluation (SSPE)

Date: ____/____/____

Vendor # _____ (CT office use only)

Please PRINT all information.

Company Name: _____

Company Safety Manager: _____

Address: _____

Company Owner or President: _____

City / State / Zip: _____

Phone Number: (____)____-____

Fax Number (____)____-____

1) Describe the type of work you will be performing with Clancy & Theys.

2) Total average number of employees: _____ Total Man Hours worked for all employees for last year _____

3) Do you have a written safety program? Yes No

4) Do you conduct job site safety inspections? Yes, if yes, at what frequency? _____ No

5) Do you carry Worker's Compensation Insurance? Yes No (explain if no) _____

6) Do you have a return to work program? Yes No

7) Do you have a drug and alcohol testing program? Yes No

8) What is your current EMR - Experience Modification Rate? _____ (Please refer to the explanation below to calculate.)

9) Do you require field supervisors to hold Safety Meetings/Tool Box Talks? Yes, if yes, at what frequency? _____ No

10) What training do you provide your employees? Check all that apply.

- Employee safety orientation
- Hazard Communications
- Scaffolding
- Eye & Face Protection
- Hearing Protection
- Working around Const. Equipment
- Fall Protection
- Electrical
- Trenching and Excavation
- Foot Protection
- Fire Prevention & Protection
- Emergency First Aid & CPR
- Fall Protection Equipment and Systems
- Lockout / Tagout
- Head Protection
- Respiratory Protection
- Welding and Cutting
- Housekeeping

11) Do you maintain records of employee training? Yes No

12) Can you provide documentation of this training for personnel assigned to Clancy & Theys' projects? Yes No

By signing this document I certify that the information I have provided is true and accurate to the best of my knowledge and that I have received, read and retained the Subcontractor Safety Policy Manual for reference.

Signature of Officer _____ Title _____

Name Printed _____ Date _____

You may return this form via mail or fax to (919)-834-0289 or (919)-832-8399 attention Steve Fuller, Safety Director, Clancy & Theys Construction Company.

The EMR is a computation for establishing Worker's Compensation insurance premiums. The experience rating calculation generally consists of an experience period of three policy years of class code, payroll, and claim data. The most recent policy year of data used is the policy year that expired one year prior to the rating effective date. The standards are: 0.60 better than average; 1.00 average EMR; 1.20 worse than average; 1.50 if equal to or greater than this, OSHA requires special safety programs to be written for the specific company. OSHA and many other agencies or companies use this rate to judge the overall safety record of a company. It can be obtained from your "workers compensations" insurance provider.



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Statement of Policy

This Subcontractor Safety Manual contains policies and procedures applicable to employees of all Subcontractors performing work on Clancy & Theys Construction Company (C&T) projects regarding safety, health, and environmental responsibilities. It does not relieve Subcontractors of their responsibility to provide for the environmental, health, and safety (EH&S) compliance under law, code, ordinance, or statute for their own employees.

In cases where there is no General Statute and/or C&T policy regarding a particular issue or the issue is unclear, C&T expects all subcontractors, including their respective lower tier subcontractors, to comply with the intent of the OSHA Act of 1970. If at any time there is a conflict between policies and governmental regulations, the Subcontractor is expected to follow the most stringent.

The term "Subcontractor" is anyone, including those subcontractors utilizing lower-tier subcontractors, who have entered into a contract agreement (verbal, written, or otherwise) for the purpose of performing work for C&T. Primary subcontractors are responsible for notifying any and all lower-tier subcontractors of the policies contained within this document. Lower-tier subcontractors are obligated to comply with all policies contained within this document regardless of whether notification was given by the primary subcontractor.

C&T will assist, monitor, and inspect but NOT approve any variation of safety requirements made by the subcontractor either verbal or in writing.

No revisions, deletions or exceptions will be allowed to these policies unless prior agreements have been received from the C&T EH&S Department or C&T Executive Officers.

Subcontractor Responsibilities

C&T expects Subcontractors to:

- Ensure employees comply with this document.
- Be responsible for the safety and health of their employees, as well as their lower tier subcontractors.
- Obtain their own professional safety and health guidance where complex or unique hazards are involved
- Solely supervise and direct the work of their employees.
- Ensure the skill levels of employees, supervisors, and lower tier subcontractors match the requirements of the job by complying with OSHA Standards 1926.21 "Safety Training & Education" and the policies contained within this document.
 - Provide training associated with tools and equipment this in compliance with both OSHA standards and the manufacturer's guidelines.
- Advise supervisory level C&T representatives of any work that may affect the safety of C&T employees or employees of other Subcontractors.
- Provide all tools and equipment necessary to safely perform their scope of work. This includes personal protective equipment, testing equipment, and emergency rescue equipment.
- Ensure the work area is kept free of recognized EH&S hazards.
- Obtain special authorization or work permits for confined space entry, hot work, electrical related hot/energize work, and other permit programs.
- Notify C&T representatives of any "OSHA Recordable" injury occurring on a C&T project. Subcontractors are required to provide C&T with copies of accident investigation reports for these cases within 24 hours of occurrence.
- Notify OSHA of all OSHA Required Reportable incidents within the time constraints defined by the OSHA standards.

The Subcontractor is required to follow all requirements established by:

- State and Federal OSHA, Local agencies, Trade Associations, Industry Recognized Safety Work Practices, C&T, and all directives/policies of the project owner.

Following are mandatory safety requirements of any and all Subcontractors and their lower tier subcontractors working on a project under the supervision of C&T. This list is not meant to be all-inclusive nor is it intended to replace the OSHA standards unless it is deemed to be more stringent than the corresponding OSHA standard.

Disciplinary Actions for Non-Compliance

Subcontractors knowingly violating a safety regulation are in breach of the subcontract agreement. A Subcontractor's failure to comply with these requirements and/or repeated violations of these requirements is a breach of this subcontract agreement and C&T shall have rights to the remedies as stated otherwise in this subcontract, and action deemed necessary to ensure the safety and health of workers on the project.

a Subcontractor or employee(s) of a Subcontractor shall be subject to further disciplinary action as indicated below and within this attachment. This list is not meant to be all-inclusive and C&T reserves the right to enforce the compliance of safety regulations and policies as necessary to ensure the health and well-being of all workers.

Workers of Subcontractors in violation of the following may be removed from the project for a period of not less than one day:

- Drop-Cords either damaged or in need of repair.
- Ground fault circuit interrupters (GFCI) not being used.
 - Applies to any electrical equipment or temporary power cord throughout any/all construction phases.
 - Applies to the use of permanent and temporary power.
- Ladders either damaged or in need of repair.
 - This does not apply to manufacturer labels and stickers.
- Improper use of ladder, including not performing a pre-use inspection.
- Head protection not being worn.
- Eye, face, hearing or respiratory protection not being utilized when required.
- Seatbelts not being utilized on equipment equipped with ROPS (Roll-Over Protective Systems).
- Operating a forklift without Proof of Certification.
- Operating equipment or power tools without proper guards.
- Hot work not being performed safely.
 - No hot-work permit as required.
 - No firefighting protection equipment within the affected area(s).
 - No fire-watch as indicated on the hot work permit.
 - Improper or lack of fire prevention measures in place during hot work operations.
- Smoking in areas designated as "No Smoking" or inside protected building areas.
- Workers in the immediate vicinity of unsafe scaffolding conditions or performing unsafe acts while on scaffolding. These workers may be removed from the site regardless of whether or not they were the cause of the unsafe condition.
- Workers erecting or dismantling scaffolding without the use of fall protection if deemed necessary by the scaffolding competent person.
- Workers erecting or dismantling scaffolding not under the direct supervision of a competent person.

Workers of Subcontractors in violation of the following should be removed from the project for a period of not less than one day:

- Repeated safety violations of any nature.

Workers of Subcontractors in violation of the following should be removed from the project for a period of not less than five days:

- Workers not utilizing fall protection as required by this document and/or applicable OSHA regulations.
- Workers not utilizing cave-in protection/prevention as required by this document and/or applicable OSHA regulations.
- Workers not complying the NFPA 70E – Electrical Safety for the Workplace, when working with or near equipment where energized conductors are unprotected.

General Safety Policy for All Subcontractor and/or Trades

Subcontractors shall comply or provide the following:

- Provide a workforce knowledgeable in the work they are to perform and in the required safety regulations that apply to the scope of work.
- Submit OSHA injury and illness data to C&T upon request.
- Submit proof of safety related training data to C&T upon request.
- Provide a workforce free of drug and alcohol use.
- The Subcontractor shall provide supervision and safety monitoring whenever employees are on site and as needed to carry out the work covered in the subcontract. Safety monitoring is everyone's responsibility. C&T is not responsible for monitoring the safety of subcontractor's employees.
- Safety equipment as required by the task performed must be provided by the Subcontractor performing the work.
- Horseplay, fighting, scuffling, threats or adverse behavior will not be tolerated. Disciplinary action may be taken against anyone participating in this type of unacceptable behavior. Disciplinary action may include permanent removal from current and all C&T projects.
- Inform C&T of any lower tier subcontractors working under the scope of their subcontract. Supply the required safety information on each subcontractor. Insure the subcontractor understands and is in compliance with the regulations and policies of this subcontract. REMINDER: Lower tier contractors and/or subcontractors' subcontractors are to be held to the same responsibilities as all other subcontractors covered in this document.

Safety Programs

Subcontractors are required to have a written safety program. This program shall address safety as related to the subcontractor's scope of work. A copy of this written program shall be provided to C&T by the subcontractors and shall be on site at the C&T Office, whenever feasible. It shall also be immediately available upon request by either the Subcontractors' employees or a representative of C&T.

Hazard Communications Programs/Global Harmonized Systems (GHS) and Safety Data Sheets (SDS)

Subcontractors are required to have a written Hazard Communications program. A copy of this written program shall be provided by the subcontractors and shall be on site where it is available upon request by either the Subcontractors' employees or a representative of C&T. SDS books shall be kept current at all times.

Incident/Accident Reporting & Investigation

- Incidents/accidents that involve personal injury, personal illness, property damage, vehicular/equipment damage, theft, vandalism, and near miss incidents that could have resulted in adverse results shall be reported to C&T immediately or as soon thereafter as not to cause further harm.
- If 911 or a local emergency call is made, C&T shall be notified immediately.
- If the incident involves OSHA reportable incident, the C&T Corporate EH&S Director shall be notified immediately. The affected Subcontractor is required by law to notify OSHA in accordance with the OSHA regulations.
- The affected Subcontractor shall investigate all incidents. Investigations of incidents/accidents shall include the minimum following information.
 - Date and time of occurrence
 - Location (Project address & location of the project)
 - Name of Subcontractor supervisor or foreman
 - Name of affected person(s) and/or description of property
 - Name(s) of any witnesses & contact information
 - Detailed description of incident
 - Detailed explanation of the root cause of incident
 - Detailed explanation of how the incident could have been prevented.
 - Pictures should be taken if at all possible
 - Copy submitted to the C&T EH&S Director within 48 hours of the incident.

Crisis Management

Occasionally, an incident or accident on a project will be significant enough to draw the attention of the media. In efforts to benefit and prevent unintentional or misleading news stories, Subcontractors associated with our projects are requested to let C&T coordinate and communicate with members of the media.

In cases when a member of the media requests to speak to employees on the project, the C&T Superintendent or Project Manager must be notified immediately. Subcontractors shall inform their employees of this matter and what to do when approached by a member of the media.

C&T should provide all necessary information to the media as well as provide a project spokesperson. Any information that a Subcontractor wishes to convey to the media should be submitted to the C&T Project Manager for review and discussion. Subcontractors are requested not to communicate with the media without first consulting an Owner of C&T.

Site Safety Audits

- As related to the Subcontractor's scope of work, Subcontractors shall perform safety inspections of the job site, materials, and equipment as mandated by OSHA Standard 1926.20(b)(2).
 - Inspections will be performed on a weekly basis at a minimum.
 - A "competent person" designated by the Subcontractor shall make inspections.
 - "Competent person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
 - Inspections will be documented and shall be kept onsite and will be available for review by C&T personnel upon request.
- C&T conducts daily, as well as periodic safety inspections of our projects. Subcontractors are subject to these inspections.
- Subcontractors shall promptly correct any safety violation found during site safety audits.
- C&T reserves the right to cease operations found to be unsafe and remove worker(s) from the affected area(s).
 - Tasks may not resume until the Subcontractor has ensured the safety of the workers.
 - C&T may also request that worker training be performed prior to resuming work.
 - Actions taken by C&T to ensure worker safety shall not relieve Subcontractors, lower tier contractors and/or subcontractors' subcontractors of their contractual obligations nor do the actions taken entitle a Subcontractor to time extensions or compensations.

OSHA Inspections

Compliance Inspections

OSHA may inspect our projects for any number of reasons and at any time. Each Subcontractor shall comply with the following during an OSHA compliance inspection:

- C&T shall be notified immediately upon being approached by or suspecting an OSHA Inspector is on or adjacent to the project.
- Cooperate with C&T and OSHA Inspectors.
- No Subcontractor employee should leave the project until cleared by the C&T EH&S Representative.
- Even though workers should not leave the site during an OSHA inspection, C&T highly encourages everyone to work from ground levels only and cease any high hazard task(s).
- Subcontractor shall be held liable for any fines levied or delays to the job progress due to non-compliance with the OSHA standards.

Consultative Inspections

- C&T reserves the right to have OSHA Consultation Inspections performed at any site without notice to Subcontractors.
- C&T reserves the right to select Subcontractors and or their lower tier subcontractors, at our digression, to participate in OSHA consultative inspections and related OSHA programs.
- Subcontractors, their employees, and lower tier subcontractors are expected to cooperate with C&T and OSHA Bureau of Consultative Services during consultation inspections and/or OSHA alliance programs such as the OSHA STAR and SHARP programs.
- Alleged hazards found during an inspection shall be abated immediately. Documentation explaining any abatement(s) shall be submitted to the C&T Site Superintendent within 72 hour of inspection.
 - OSHA's Bureau of Consultative Services does not issue citations or penalties for hazards found. However, abatement is required for any hazards addressed.
 - If a hazard is not abated, the Subcontractor may be referred to the OSHA Compliance Division for issuance of a formal Citation.
 - Failure to abate a hazard shall constitute a breach of contract. Should this be the case, C&T reserves the right to abate the hazard for the Subcontractor. And, the Subcontractor shall be responsible for all costs or delays associated with failure to abate a hazard.

Emergency Action Plan

Subcontractors shall have a written site-specific Emergency Action Plan in accordance with OSHA Standards 1926.35.

Building Egress

Subcontractors shall maintain building egresses in accordance with OSHA Standard, NFPA, and/or Local Ordinances.

- In every building or structure, exits shall be so arranged and maintained as to provide free and unobstructed egress from all parts of the building or structure at all times when it is occupied.
- No lock or device that prevents the free unimpeded escape from the inside of any building shall be installed except in mental, penal, or corrective institutions where supervisory personnel is continually on duty and effective provisions are made to remove occupants in case of fire or other emergency.
- Means of egress shall be continually maintained free of all obstructions or impediments to full instant use in the case of fire or other emergency.

Training

- Subcontractors shall ensure that their employees have received proper safety training for the tasks being performed and/or equipment being utilized.
- All training shall be in accordance with the OSHA Standards 1926.21 and/or other applicable requirements.
 - Weekly Safety Meetings
 - Subcontractors are invited to attend C&T's safety meetings. All subcontractors planning to attend should notify the project Superintendent or designated person.
 - Subcontractors are required to hold weekly workplace safety meetings. Copies of the documentation for these meetings shall be available upon request.
- When site inspections by C&T reveal a need for training to abate safety violations, the Subcontractor is required to cease work for the affected employee(s), provide adequate training, and submit proper documentation to C&T for proof of training. Only after completing appropriate training will the Subcontractor's employee(s) be allowed to resume ceased work or similar task(s).

Visitors and Vendors

Subcontractors shall inform all Visitors and Vendors of the following:

- Visitors and Vendors shall report to the C&T office upon arrival.
- Visitors and Vendors shall wear appropriate clothing and (PPE) personal protective equipment. Clothing and PPE shall be in accordance with the OSHA Standards and C&T policy included in this document.

- Subcontractors shall escort or directly supervise Visitors and Vendors at all times.
- Failure to comply with the above may result in the visitor/vendor removal from the project.

First Aid

Subcontractors are required to provide first aid supplies which are sufficient for their employees.

- First aid kits shall be in accordance with the OSHA/ANSI Standards.
- Employees shall be made aware of the first aid kit location.
- C&T is not responsible to provide first aid supplies or first responders for Subcontractors.

Subcontractors are required to provide first responders who are trained in Standard First Aid & CPR.

- Subcontractors shall have a first responder on site at all times while their employees are present.
- Approved, or equal, training programs are as follows:
 - American Red Cross
 - National Safety Council
 - American Heart Association

Subcontractors shall provide an emergency eye wash unit wherever a hazardous substance or physical hazard may pose a serious risk of injury to an employee’s eye. Eye wash units shall be capable of providing at least 15 minutes of continuous sanitary water flow. Eye wash units shall be in close proximity to the work area.

Drinking Water and Wash Facilities

Subcontractors shall provide potable drinking water for their employees at all times which shall be in accordance with the OSHA 1926.51(a) Standards.

In accordance with OSHA 1926.51(f), Subcontractors shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees unless stated otherwise in the contract documents. Such facilities shall be in close proximity to the worksite and shall be so equipped as to enable employees to remove such substances.

Competent Person(s)

Subcontractors shall provide a “Competent Person(s) on site as required by the following OSHA standards: *(This list is not meant to be all inclusive and is intended to be used as a guide)*

- | | |
|--------------------------------------------------|-----------------------------------|
| General safety and health provisions | Ionizing radiation |
| Lead & Asbestos | Hearing protection |
| Rigging equipment | Welding & cutting |
| Wiring design and protection | Scaffolds |
| Fall Protection | Cranes and derricks |
| Material hoists, personnel hoists, and elevators | Excavations & Trenching |
| Electrical | Concrete and Masonry Construction |
| Steel Erection | Demolition |
| Blasting and the Use of Explosives | Stairways and Ladders |
| Material handling | |

Equipment and Off Road Vehicles

General Safety

- Only qualified and authorized persons shall operate equipment and/or off road vehicles.
- Subcontractor(s) agree that their employees will be qualified, as defined by the OSHA Standards, prior to operating any equipment or machinery on the Project.
- Equipment operators shall follow OSHA training requirements.
- Riders are not permitted on equipment or vehicles unless it is equipped with a seat and seat belt (as required) for each rider.
- Seatbelts are required to be worn at all times for equipment and vehicles equipped with a ROPS (Roll-Over Protective System).

- Operators not utilizing a seatbelt may be removed from the project for a period of not less than one day.
- All equipment and vehicles in use shall be checked at the beginning of each shift to assure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use: service brakes, parking system (hand brake), tires, horn, steering mechanism, coupling devices, seat belts, operating controls, and safety devices.
 - These requirements also apply to equipment such as lights, reflectors, windshield wipers, defrosters, fire extinguishers, load charts, manufacturer warning/information stickers, etc., where such equipment is necessary.
 - All defects shall be corrected before the vehicle is placed in service.
 - C&T reserves the right to inspect Subcontractor equipment. If defects are found that affect the safe operation of the equipment then the equipment in question shall be taken out of service until repaired or replaced.
- Operation manuals shall be located on all equipment and off road vehicles.
- Equipment shall be equipped with a fire extinguisher.
 - Fire extinguishers shall be inspected in accordance with NFPA 10 guidelines.
- No modifications or additions, which affect the capacity or safe operation of the equipment, shall be made without the manufacturer's written approval. If such modifications or changes are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly. In no case shall the original safety factor of the equipment be reduced.
- Bulldozer and scraper blades, end-loader buckets, dump bodies, and similar equipment, shall be either fully lowered or blocked when being repaired or when not in use. All controls shall be in a neutral position, with the motors stopped and brakes set, unless work being performed requires otherwise.
- All bi-directional machines, earthmoving equipment, compacting equipment or similar equipment shall be equipped with a horn, distinguishable from the surrounding noise level, which shall be operated as needed when the machine is moving in either direction. The horn shall be maintained in an operative condition.
- All Earthmoving, compacting, & material handling equipment must be equipped with a reverse signal alarm that is distinguishable from the surrounding noise level.

Powered Industrial Trucks (Forklift)

- Powered industrial trucks shall comply with all requirements stated in this document as well as OSHA 1910.178 and 1926.600-.606 standards.
- Operators must be authorized by the employer and be certified according to the OSHA 1910.178 standards.
 - Proof of certification should be kept with the operator whenever operating a forklift.
 - Exception: If a copy of the operator's certification is maintained on site with the C&T Project Superintendent.
 - C&T reserves the right to check operators for certification.
 - Operators without proof of certification will not be allowed to operate the equipment.
 - Persons operating a powered industrial truck without proof of certification may be removed from the jobsite for a period of not less than one day.
- C&T reserves the right to require retraining for any Subcontractor's operator(s) when:
 - The operator has been observed to operate the vehicle in an unsafe manner;
 - The operator has been involved in an accident or near-miss incident;
 - The operator has received an evaluation that reveals the operator is not operating the truck safely;
 - The operator is assigned to drive a different type of truck; or
 - A condition in the workplace changes in a manner that could affect safe operation of the truck.

Hand and Power Tools

General Safety

- It is the sole responsibility of the Subcontractor to provide tools and equipment to their employees. **C&T will not furnish any tools or equipment for a Subcontractor unless specifically agreed upon elsewhere in these subcontract documents.**
- Subcontractor shall provide adequate training for all tools and equipment used by Subcontractor's employees.
- All training on equipment and/or tools shall be in accordance with the OSHA standards manufacturer's guidelines.
- Manufacturer operator/safety manuals should be kept on site and be available to workers.
- All tools and equipment shall be inspected for potential hazards prior to initial use.
 - Any tool and/or equipment damaged or in need of repair shall be tagged out of service or rendered inoperable until repaired or replaced.
- Subcontractors are discouraged from taking home or allowing others to take personal possession of damaged tools or equipment.
- Without prior notice, C&T reserves the right to tag out of service, render inoperable, or remove from the project any unsafe tool or equipment.
 - The Subcontractor may retrieve, from the C&T Project Superintendent, tools that have been removed from service.
- Personal protective equipment shall be worn as required by the OSHA standards and the manufacturer of the tool or equipment.
- Persons in the immediate area will be notified that a powder actuated tool is in use and they will wear the same personal protective equipment as the tool user.

Cut-Off Saws

- Cut-off Saws shall be used in accordance with the OSHA Standards and the Manufacturers Operations Manual.

Earth Compacting Equipment (Hand Operated)

- ANSI approved steel-toed footwear and/or metatarsal guards, if recommended by the manufacturer, shall be worn whenever hand operated earth compacting equipment is being used.

Powder or Pneumatic-Actuated Fasteners

General Safety

- Only qualified and authorized employees shall operate powder or pneumatic-actuated fastening equipment.
- Proof of training shall be available upon request by a C&T representative.
 - Subcontractor employees without proof of training will not be allowed to operate said equipment.

Powder-Actuated Fasteners

- Subcontractor utilizing powder-actuated fasteners shall comply with OSHA Standards 1926.302(e) and the manufacturer's recommendations.
- Subcontractors shall not leave powder-actuated fasteners unattended.
 - Unattended shall be defined as failure of the operator to be within 20 feet of the tool and maintain direct visual contact.
- Spent powder shot shall be disposed of in water, regardless of whether it fired or misfired or in accordance with manufacture's guidelines.
- Subcontractors utilizing such equipment are responsible for posting sufficient signage warning others in or entering the area of the potential hazard.
- Persons in the immediate area will wear the same personal protective equipment as the user.

Electrical

General Safety

- Electrical work shall be performed in accordance with the National Electric Code (NEC), OSHA Standards Subpart K – Electrical, and NFPA 70E - Safety Electrical-Related Work Practices.
- The NFPA 70E - Safety Electrical-Related Work Practices shall be strictly adhered to whenever tasks involve exposed energized components; otherwise referred to as “Hot Work.”
 - Workers not complying with NFPA 70E guidelines are subject to removal from the C&T project for at least 5 days up to being permanently barred from all C&T project.
- Electrical work shall be performed by qualified electricians.
 - This includes the repair of power cords or equipment.
- Through pre-use and daily inspections, Subcontractors shall ensure that electrical equipment is free from recognized hazards that are likely to cause death or serious physical harm to employees.
- Subcontractors shall not use electrical equipment unless the manufacturer’s name, trademark, or other descriptive marking, by which the organization responsible for the product may be identified, is placed on the equipment and unless other markings are provided giving voltage, current, wattage, or other ratings as necessary.
- Access to electrical rooms or likewise, where energized equipment is located shall be secured by a locking device.
 - The electrical contractor and C&T Project Superintendent should be the only persons having access to these rooms.
 - Electrical rooms will remain secured at all times whenever electrical work is not being performed inside the room.
 - Others may have access to the room as long as all energized equipment is secured in accordance with the NEC and NFPA 70E.
 - Signage will be placed on the entrance to these rooms warning of potential electrical hazards. Signage will be in accordance with the NEC, NFPA 70E, and OSHA standards.
 - The electrical contractor is responsible for providing all securing devices and signage unless agreed upon in the contractual documents.
- All energized receptacles, switches, or likewise, whenever energized, regardless of whether or not it is providing temporary or permanent electrical service, shall be protected by appropriate cover plates. Electrical tape will not be accepted in lieu of cover plates.
- The use of cardboard, plywood or other combustible materials shall not be used to cover energized circuits.

Power Distribution Panels Installed for Temporary Job Site Electricity

- Shall be wired and work performed in accordance with, but not limited to, the NEC, NFPA, ANSI, and other applicable regulations or codes.
- Each service, feeder, and branch circuit, at its disconnecting means or over-current device, shall be legibly marked to indicate its purpose, unless located and arranged so the purpose is evident. These markings shall be of sufficient durability to withstand the environment involved.
- Electrical Distribution Panels will be inspected weekly, at a minimum, by a qualified electrician. An inspection tag or sticker placed at each distribution panel which will be utilized to verify inspection dates.

Ground Fault Circuit Interrupter (GFCI)

- A ground fault circuit interrupter (GFCI) shall be used on all electrical equipment or power cord set throughout any/all construction phases.
 - The use of a GFCI applies to all power sources, including but not limited to, permanent building power, temporary power and portable generators.
 - Operators not utilizing GCFI protection may be removed from the project for a period of not less than one day.

Power Cords

- Each cord set, attachment cap, plug and receptacle of cord sets, and any equipment connected by cord and plug, except cord sets and receptacles which are fixed and not exposed to damage, shall be visually inspected before each day's use for external defects, such as deformed or missing pins or insulation damage, and for indications of possible internal damage. Equipment found damaged or defective shall not be used until repaired.
- Worn or frayed electric cords or cables shall not be used.
 - Workers of Subcontractors using a damaged, defective, worn or frayed power cord may be removed from the project for a period of not less than one day.
 - Cords may not be repaired with electrical tape or shrink tape, regardless of the electrical rating tape.
- Without prior notice, C&T reserves the right to render inoperable or remove from the project any power cord found in an unsafe condition.
- Flexible cords and cables shall be protected from damage.
 - Sharp corners and projections shall be avoided. Flexible cords and cables may pass through doorways or other pinch points if protection is provided to avoid damage.
 - Do not place cords where they can be run over by vehicles or equipment, unless they are protected from damage.
- Extension cords shall not be fastened with staples, hung from nails, or suspended by uninsulated/protected wire.
- Extension cords used with portable electric tools and appliances must be extra hard usage as defined in ANSI/NFPA 70 Article 400 (Table 400-4), heavy duty (no less than 12 gauge conductors for construction work) and of the three-wire grounding type conforming to the type and configuration required by OSHA standards. Acceptable types of flexible cords include hard service cord (types S, ST, SO, and STO) and junior hard service cord (types SJ, SJO, SJT, and SJTO).
- Working spaces, walkways, and similar locations shall be kept clear of cords so as not to create a hazard to employees.
- Extension cords shall be used in accordance with the manufacturer's guidelines.

Temporary Lighting

- Wiring for temporary illumination shall be in accordance with, but not limited to, the NEC, NFPA, ANSI, and other applicable regulations or codes.
- All lamps for general illumination shall be protected from accidental contact or breakage. Metal-case sockets shall be grounded.
- Temporary lights shall not be suspended by their electric cords unless cords and lights are designed for this means of suspension.
- Illumination of work areas shall meet or exceed the illumination requirements of OSHA standards 1926.56. For areas or operations not covered in the OSHA standards, refer to American National Standards Institute A11.1-1965, R1970, Practice for Industrial Lighting, for recommended values of illumination.

Portable Electric Generators

- Grounding of portable electric generators shall comply with the OSHA Standards 1926.404(f)(3), NEC, and manufacturer's guidelines.
- Ground fault circuit interrupters (GFCIs) shall be utilized with all portable electric generators.

Fire Prevention and Fire Protection

General Safety

- Subcontractors are responsible to provide materials, means and methods, as required, in order to comply with the OSHA, NFPA, and other governing regulations.
- Subcontractors shall develop a fire prevention program to be followed throughout all phases of the construction and demolition work, as well as provide the firefighting equipment. As fire hazards occur, there shall be no delay in providing the necessary equipment.
- Access to all available firefighting equipment shall be maintained at all times.

- Firefighting equipment shall be maintained in accordance with OSHA and NFPA regulations.
- It is the responsibility of the Subcontractor to provide fire-fighting equipment for their employees.
- All firefighting equipment, provided by the Subcontractor, shall be conspicuously located.
- Subcontractors welding, cutting, grinding, and/or performing similar activities in which there is a potential hazard of sparks, slag, or flames coming in contact with a person shall barricade the affected area, post warning signage, and designate a responsible person(s) as monitor to keep unauthorized persons from entering the hazard area.
- Subcontractors utilizing temporary heating devices shall comply with the OSHA 1926.154 Regulations.

Flammable Liquids & Gasses

- Subcontractors shall provide a fire extinguisher rated not less than 10B, within 25 feet, not to exceed 75 feet, of where the following conditions occur:
 - 5 gallons of flammable or combustible liquids or,
 - 5 pounds of flammable gas is being used on the jobsite for their scope of work.
- Subcontractors utilizing flammable materials that constitute a fire hazard shall post warnings of such hazards.
 - Signage shall be conspicuously posted to read: "No Smoking or Open Flame."
- Sufficient clearance shall be maintained around lights and heating units to prevent ignition of combustible materials.
- Only OSHA/DOT approved containers and portable tanks shall be used for storage and handling of flammable and combustible liquids. Containers shall be properly labeled.
 - Plastic fuel cans are prohibited.
 - Flammable liquids shall be kept in closed containers when not actually in use.
- Flammable or combustible liquids shall not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
- No more than 25 gallons of flammable or combustible liquids shall be stored in a room outside of an approved storage cabinet.
- Quantities of flammable and combustible liquid in excess of 25 gallons shall be stored in an acceptable or approved cabinet which meets the OSHA 1926.152 requirements.
- Subcontractors utilizing outdoor portable tank storage of flammable and combustible liquids shall comply with OSHA 1926.152 requirements.
- Subcontractors are required to adhere to OSHA Standards 1926.152(d) for fire control for flammable or combustible liquid storage.
- Subcontractors are required to adhere to OSHA Standards 1926.152(e) when dispensing flammable or combustible liquids.
- Subcontractors utilizing refueling tanks or trucks shall adhere to OSHA 1926.152 regulations.
- Subcontractors utilizing LP-Gas shall comply with OSHA 1926.153 Regulations.

Smoking

- Smoking shall be in designated locations only.
- Smoking shall be prohibited at or in the vicinity of operations which constitute a fire hazard.
- No smoking around flammable or combustible material.
- No smoking inside of the protected building area.
 - Protected Building Area: An area of construction where the Roof/Upper Floor decking is installed and outer wall construction has commenced.
- Smoking is prohibited inside any wood frame structure, including those structures under construction and/or being renovated.
- Workers smoking inside of a protected building area or unauthorized areas may be asked to leave the project for a period of not less than one day.

Hot Work

“Hot work” is defined as work involving or creating a flame, spark or excessive heat. Examples are:

- Electric or gas welding, cutting or brazing.
- Grinding
- Soldering

Subcontractors working with equipment that produces a spark or an open flame, or a process that generates excessive heat where there is a risk of fire shall comply with OSHA, NFPA, and C&T policies.

Hot Work Permit

- Hot Work Permits are required any time a Subcontractor is to perform hot work operations inside of a protected building area.
 - Protected Building Area: An area of construction where the Roof/Upper Floor decking is installed and outer wall construction has commenced.
- Subcontractors should obtain and complete a C&T Hot Work Permit Form no less than 24 hours prior to any hot work operations. This form must be completed in its entirety.
 - Forms must be submitted to the project Superintendent for review.
 - Hot work shall not be performed until the review is completed.
 - Permits will be kept on file with C&T until completion of the hot work operations.
- Subcontractors shall designate a responsible person(s) to serve as a fire-watch whenever hot work is being performed.
- Fire prevention measures during welding and cutting operations shall comply with OSHA standards 1926.352.

Fire Fighting Equipment

Adequate firefighting equipment shall be maintained in a state of readiness for instant use. Such equipment may consist of pails of water, buckets of sand, hose or portable extinguishers depending upon the nature and quantity of the combustible material exposed.

Fire Extinguishers

- Subcontractors are responsible for providing firefighting equipment for use by their employees.
- Fire extinguishers shall be inspected monthly and receive annual maintenance in accordance with OSHA standards and (National Fire Protection Association) NFPA 10 requirements.
 - Upon request, the Subcontractor shall be able to provide inspection documentation to C&T and/or other governing agencies.
 - Defective equipment shall be immediately tagged out of service and replaced.
- During the time period that fire extinguishers are removed from service for maintenance or recharge, a replacement fire extinguisher suitable for the type of hazard being protected and of at least equal rating is to be provided.
- Subcontractor employees that are required to use fire extinguishers shall be trained and receive annual refresher training in their use in accordance with NFPA 10.
- All “ride-on” type equipment will be equipped with an ABC fire extinguisher that is adequately sized for the equipment and scope of work.
- All scaffolding and aerials lifts where there is a potential for fire to occur on the work platform will be equipped with an ABC fire extinguisher that is adequately sized for the equipment and scope of work.

Fire Watchers

- Firewatchers shall have fire-extinguishing equipment readily available and be trained in its use. They shall be familiar with facilities for sounding an alarm in the event of a fire. They shall watch for fires in all exposed areas, try to extinguish them only when obviously within the capacity of the equipment available, or otherwise sound the alarm. A fire watch shall be maintained for at least a half hour after completion of welding or cutting operations to detect and extinguish possible smoldering fires.

- Where building fire alarm systems are not in operation, an air horn shall be used to signal a fire emergency.

Housekeeping & Cleanup

- During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails, and all other debris, shall be kept clear of work areas, passageways, and stairs, in and around buildings or other structures.
- Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided to facilitate such removal.
- Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Containers used for garbage and other oily, flammable, or hazardous wastes, such as caustics, acids, harmful dusts, etc. shall be equipped with covers. Garbage and other waste shall be disposed of at frequent and regular intervals.
- Electrical extension cords should not be allowed to accumulate in hallways or in areas that become a tripping hazard.
- Round stock materials (e.g. conduit, threaded rod, wire, etc.) shall be removed from walking surfaces immediately and disposed of properly to prevent slip and falls.
- Subcontractors shall refer to project scope of work and/or specifications for additional information concerning waste and debris removal.
- Restroom facilities will be provided according to the contract documents and will be used by all personnel on site. **ANYONE URINATING OR DEFICATING ANYWHERE OTHER THAN IN A DESIGNATE RESTROOM WILL BE PERMENATLY REMOVED FROM ALL C&T PROJECTS.**

Music and Personal Entertainment Devices

- Radios & personal entertainment devices are prohibited on C&T projects.

Cellular Phones

- Cellular phones are highly discouraged from being used while on site. Workers using cellular phones while engaged in hazardous activities are subject to disciplinary action, up to being removed from the project for a period of not less than one day.
- Cellular phone use is prohibited from being used whenever:
 - working from heights 6 feet or more above an adjacent working level; or
 - operating or working around any type of machinery, equipment, power tools and/or similar items.

Firearms and Weapons

- Firearms, weapons or items designed to inflict bodily harm against another human being are not permitted on the work site.

Personal Protective Equipment and Clothing

General Safety

C&T WILL NOT PROVIDE ANY PPE, CLOTHING, OR PERSONAL FALL ARREST SYSTEM COMPONENTS TO SUBCONTRACTORS.

- Subcontractors shall perform a task hazard analysis to determine the need and selection of personal protective equipment.
- Subcontractors shall provide all personal protective equipment, including personal fall arrest system components, to their employees as needed, as required by OSHA, or C&T.
- Personal protective equipment shall be worn, used, maintained, inspected, and repaired in accordance with the OSHA Standards, ANSI, and the manufacturer's guidelines.
- C&T will not allow anyone on site without proper work attire and/or personal protective equipment.

Occupational Footwear

- Footwear shall consist of leather work boots having uppers that go to or above the ankle and metal shanks. Toe and foot protection equipment is required when workers will be handling materials equal to or greater than 15 pounds or operating equipment that presents a potential foot hazard. All toe and foot protection equipment shall comply with applicable ANSI standards and OSHA requirements.
- Tennis shoe type footwear regardless of whether it is equipped with or without steel toes is prohibited.
- Branch Safety Managers may make exceptions after a task hazard analysis.

Hand, Arm, and Torso Protection

- Proper hand, arm and torso protection shall be worn appropriate to the task being performed.
- Shorts of any type or style are prohibited.
- Shirts with a minimum sleeve length of 4 inches shall be worn at all times.

Head Protection

- Head protection must be worn at all times and during all phases of construction.
- Head protection shall comply with the ANSI standards and OSHA requirements.
- Head protection shall be worn according to ANSI, OSHA and manufacturer recommendations.
 - Ball caps shall not be worn under head protection gear. Other headwear worn under head protection devices shall have prior approval of the C&T Safety Director.
- Hard Hat Liner & Accessories
 - Only liners specifically designed for use with hard hats are permitted unless approved by a C&T Safety Manager. The use of the terms “accessories” and “winter liners” indicate that these ANSI standards permit the use of cold weather liners that are specifically designed for use with hard hats — that is, specifically designed to be compatible with the protective properties of the helmets. Therefore, use of a “winter liner” specifically designed to be compatible with the hard hat’s protective properties is not prohibited.
 - ANSI Z89.1-1969
5.4.2 Winter Liners. Winter liners should be made of fabric, plastic, or other suitable material. Colored materials shall be fast-dyed. The outer surface may be water resistant.
 - ANSI Z89.2-1971
5.5.2 Winter Liners. Winter liners should be made of fabric, plastic, or other suitable material. Colored materials shall be fast-dyed. The outer surface may be water resistant. There shall be no metal parts in winter liners for use with Class B helmets.
- Garments not specifically designed for use with hard hats
 - If the use of a garment detracts from the hard hat’s protective properties, it may no longer meet the specification requirements in these ANSI standards. If that is the case, its use will violate OSHA Standard 1926.100 and will not be accepted by C&T.

Eye and Face Protection

- Eye protection shall be worn at all times while on a C&T construction project, regardless of task, duration of visit, or job title.
- Eye and face protection shall comply with the ANSI standards and OSHA requirements.
- Eye protection shall be equipped with side shields or equivalent protection.
- When prescription eye wear is used for eye protection it shall comply with the ANSI standards and shall be equipped with side shields. If side shields are not utilized then the wearer shall use goggles or other means of protection.
- Eye protection shall always be used in conjunction with face protection.

Respiratory Protection

- Respiratory equipment shall be selected, inspected, maintained, and worn in accordance with OSHA, most current ANSI, and/or other applicable standards.

- Subcontracts utilizing respirators shall have a written respiratory program.
- Voluntary Respirator Programs
 - Subcontractors utilizing a “voluntary” respiratory program shall comply with the OSHA standards for such a program.
 - Where the subcontractor chooses voluntary respirator use, the subcontractors shall provide adequate documentation that workers are not being over exposed to a hazardous substance.
 - Adequate documentation shall be:
 - test data performed by a qualified person;
 - historical data; or
 - tabulated data from OSHA, NIOSH, CDC, NCGIH, or equally accepted/accredited entities.
- Subcontractors are responsible for training and medical evaluations as required by OSHA, most current ANSI, and/or other applicable standards.

Hearing Protection

- Subcontractors shall perform a task hazard analysis to determine the need and selection of hearing protection equipment and programs.

High Visibility Apparel

- High visibility apparel (vest, shirt, or jacket) will be worn at all times while on a C&T project regardless of the task or duration of the visit.
 - Exception: *Construction projects that are solely fit-up or interior finish type projects where no motorized mobile equipment (earthmoving equipment, aerial lifts, scissor lifts, forklifts, etc.) is being utilized.*
- When working within the right-of-way of a road, highway, street, etc., high visibility apparel will be selected and worn in accordance with the latest edition of the Department of Transportation's Manual on Uniform Traffic Control Devices or in accordance with local governing agencies, whichever is more stringent.

Non-Ionizing radiation (Lasers)

- Subcontractors utilizing equipment emitting non-ionizing radiation (lasers) shall comply with the OSHA Standards and manufacturer guidelines.
- Only qualified and trained employees shall be assigned to install, adjust, and operate laser equipment.
 - Proof of qualification of the laser equipment operator shall be available and in possession of the operator at all times.
- Employees, when working in areas in which a potential exposure to direct or reflected laser light greater than 0.005 watts (5 milliwatts) exists, shall be provided with anti-laser eye protection devices.
- Areas in which lasers are used shall be posted with standard laser warning placards.
- Beam shutters or caps shall be utilized, or the laser turned off, when laser transmission is not actually required. When the laser is left unattended for a substantial period of time, such as during lunch hour, overnight, or at change of shifts, the laser shall be turned off.
- Only mechanical or electronic means shall be used as a detector for guiding the internal alignment of the laser.
- The laser beam shall not be directed at employees.
- When it is raining or snowing, or when there is dust or fog in the air, the operation of laser systems shall be prohibited where practicable; in any event, employees shall be kept out of range of the area of source and target during such weather conditions.
- The equipment owner's manual should be kept on site while equipment is in use and shall be available upon request by C&T or requesting regulating agency.
- Laser equipment shall bear a label to indicate maximum output.
- Employees shall not be exposed to light intensities above:
 - Direct staring: 1 micro-watt per square centimeter;
 - Incidental observing: 1 milliwatt per square centimeter;
 - Diffused reflected light: 2 1/2 watts per square centimeter;
- Laser unit in operation should be set up above the heads of the employees, when possible.

Silica and Respirable Dust Control

- Subcontractors that are performing tasks which have the potential to expose any worker on site to silica dust shall have a site specific written Silica Control and Exposure Plan. The plan will address at a minimum the following: Silica Control Measures; PPE; Methods for Communicating Hazards with Other Trades; and Exposure Monitoring.
- Subcontractors shall utilize methods that eliminate or greatly minimize the hazards associated with Crystalline Silica (Silica) and harmful respirable dust.
 - If silica/respirable dust cannot be eliminated then appropriate safety measures shall be taken to protect workers from the associated hazards.
- Subcontractors shall not expose other Subcontractors or Contractors to silica and/or harmful respirable dust.
- Subcontractors choosing to not utilize engineering controls to minimize the creation of silica/respirable dust hazards to workers shall provide adequate protection to their affected employees as well as the employees of other subcontractors that may be exposed to silica/respirable dust.
- Subcontractors are responsible for providing air quality test data that is either site-specific or historically similar in nature to the task being performed indicating silica/respirable dust exposure levels.
 - Subcontractors shall use, and share, this data to make decisions on engineering controls, PPE, work practices, and the need for a medical surveillance program. If employees are overexposed, Subcontractors need to reduce exposure levels through the use of engineering controls and provide appropriate respiratory protection while the controls are being installed or repaired.
- Subcontractors whose employees are exposed to silica/respirable dust shall have a written respiratory program and comply with the applicable OSHA standards.

Scaffolding

Subcontractors utilizing scaffolding shall comply with OSHA Standards – Subpart L – 1926.451-.454., applicable ANSI, ASME, Manufacturer Guidelines, and Industry Recommended Best Practices.

Erecting, Dismantling, & Modifying Scaffolding

- Scaffolds shall be erected, moved, dismantled, and/or altered only under the direct supervision and direction of a competent person that is qualified in scaffold erection, moving, dismantling or alteration.
 - Such activities shall be performed only by experienced and trained employees selected for such work by the competent person.
 - The Subcontractor shall provide safe means of access for each employee erecting or dismantling a scaffold.
 - C&T reserves the right to cease scaffolding erection, dismantling, or modification tasks whenever:
 - the subcontractor does not provide a competent person on site during such tasks;
 - hazards are recognized; and
 - whenever, a C&T representative determines that a competent/qualified person may not be competent/qualified due to C&T's observations of obvious recognized hazards, repeated hazard observations, or a demonstrated lack of knowledge to be qualified.
 - C&T reserves the right to require retraining or replacement of competent/qualified persons and/or workers on scaffolding systems before ceased operations can commence.
- Subcontractors shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Employers are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
 - If the use of fall protection is determined to be infeasible by the Subcontractor's Scaffolding Competent Person then, the Subcontractor shall develop a written detailed reasoning of infeasibility and/or creating a greater hazard and this document shall be included in their site specific safety plan prior to any scaffolding being erected.
- All scaffolding shall be constructed in accordance with OSHA, ANSI, manufacturer's guidelines, and industry best practices.
 - No masonry material will be used to support scaffolding, no exceptions.

- Mud sills, if not specified by the manufacturer will either be sized 3x the width of the baseplates or scaffold boards will be used to span both support legs in the direction of the width of the scaffolding, as shown in the OSHA standards 1926-Subpart L Appendices.
- #9 Tie wire or any other type of wire shall not be used for any part of a scaffolding system, unless otherwise recommended by the scaffolding manufacturer or Professional Engineer
- Access gates used to access upper levels of a scaffold system will be compatible with the manufacturer of the scaffolding system.
 - Job made gates/devices will not be permitted.
 - Pallets or other similar objects are not permitted to be used as guardrails or gates.
- Scaffolding access points will permit unrestricted access/egress.
 - The act of climbing over, under, or around objects to access the working levels is not permitted.
- Scaffolding bracing will be of components compatible with the manufacturer of the scaffolding system. Job made braces will not be permitted.

Inspections

- Scaffolding shall be inspected in accordance with OSHA Standards, manufacturer guidelines, ANSI, and industry standards.
- Scaffolds and scaffold components shall be inspected by a Competent Person for visible defects before each work shift and after any occurrence which could affect the integrity of the scaffold.
- All inspections shall be documented in writing.
 - Documentation shall be available upon request to C&T or other governing agencies.
 - If documentation is not available, then C&T reserves the right to remove workers from the scaffolding until a thorough inspection is performed by the Subcontractor's Scaffolding Competent Person.
 - Scaffolding inspection tags will be utilized for any and all scaffolding types.
 - Red tags will be used for unsafe scaffolding systems
 - Any scaffolding system not in use, regardless of the condition, will be tagged with at Red tag.
 - Yellow tags will be used for scaffolding requiring personal fall arrest systems to be used
 - Green tags will be used for scaffolding safe for use

Scaffolding Fall Protection

- Fall protection measures in accordance with OSHA 1926.451 shall be utilized whenever workers are on a scaffold more than 6 feet above a lower adjacent level.
- Whenever scaffolding is in use and is adjacent to open sided edges, holes, wall openings, leading edge work or similar situations where a worker could fall off of the scaffolding 6 feet or more to an adjacent level, a minimum distance of 6 feet plus the height of the scaffold working level must be maintained away from the fall hazard area or the workers must use conventional fall protection measures.
 - If a task or conditions require a worker to be closer than the minimum distance, then conventional fall protection methods shall be utilized.
 - This rule applies even when standard height guardrails are in place adjacent to the scaffold system.
- Scaffolding bracing can only be used as a handrail component if it complies with the most current OSHA standards and if allowed by the manufacturer. However, it cannot serve simultaneously as a toprail and mid-rail.

Aerial Lifts

These policies apply to all types of aerial lifts including but not limited to: Scissor Lifts, Articulating Boom Lifts, & Personnel Lifts

- Subcontractor's workers shall be trained in the safe operation and proper use of an aerial lift.
- A Competent Person shall perform a pre-operation inspection prior to use in accordance with OSHA standards and the manufacturer's guidelines.
- Subcontractors shall use a personal fall arrest system at all times, regardless of height, whenever they are operating any type of aerial lift.
 - Personal fall arrest equipment shall consist of a:
 - Body harness,
 - Retractable lifeline ONLY
 - Conventional lanyards will not be used
 - Anchorage point provided by the lift manufacturer.
 - If a lift is not equipped with suitable anchorage points designated by the manufacture, due to the age of the equipment, then the subcontractor shall follow the manufacturer's guidelines for fall protection unless otherwise regulated by the OSHA standards.
- Ladders and/or other objects shall not be used to increase a workers height or reach while operating an aerial lift unless a site (task) specific fall protection plan is developed by the subcontractor.
- Subcontractor shall not stand on toe-board, mid-rail or top-rail to increase height or reach.
- Persons are not allowed to exit an aerial lift to access another elevated point unless specifically allowed by the manufacturer. Subcontractors shall notify C&T prior to performing such tasks and shall submit documentation from the manufacturer indicating the allowance of this activity.
- Spotters shall be used when operating aerial lifts in the presence of holes, breaks in elevations and/or objects that could cause the lift to tip over.
- Aerial lifts shall not be loaded beyond their rated capacity.
- Aerial lifts shall be used in accordance with the manufacturer's guidelines.
- The operator/safety manual shall be in the aerial lift when in use.
- The control panel, warning stickers, and other information placards shall be legible.
- Aerial lifts shall not be modified unless written approval is received from the manufacturer. Such documentation will be included in the subcontractor's site specific safety plan.

Fall Protection

General Safety

- Subcontractors shall observe all OSHA and C&T fall protection requirements.
 - Any worker found not using fall protection should be removed from the project for a minimum of 5 days.
- Subcontractors shall utilize conventional fall protection measures whenever there is a hazard of falling 6 feet or more to an adjacent level.
 - Exceptions:
 - Stairways (See OSHA Standards 1926.1052) and the policies contained within this document.
 - Ladders (See OSHA Standards 1926.1053) and the policies contained within this document.
- Subcontractors are not allowed to use any part of a handrail as an anchor point for a personal fall arrest system unless the system meets the OSHA guidelines as being an acceptable anchorage point.

Fall Protection Equipment

- All necessary fall protection equipment and/or systems will be furnished by the subcontractor to its employees and or lower tier subcontractors. **C&T WILL NOT PROVIDE ANY FORM OF FALL PROTECTION EQUIPMENT** to a subcontractor or their lower tier subcontractors unless otherwise agreed upon in the contractual documents and after receiving documented proof that adequate training in regards to proper use, care, maintenance, and inspections, has been provided to all related workers.
- The Subcontractor's Competent Person shall inspect fall protection equipment in accordance with OSHA Standards 1926 and the manufacturer's guidelines.

- Subcontractor employees shall be trained in the inspection, use, care and limitations of the fall protection equipment they are to utilize.
- If Subcontractor employees are observed by a C&T representative performing unsafe work practices pertaining to their fall protection equipment, then C&T reserves the right to stop the employee(s) from working and require either retraining or replacement of the employee(s).
- If fall protection equipment is found defective or in need of repair the Subcontractor should repair or replace faulty equipment immediately.
 - Without prior notice, C&T reserves the right to dispose of, render inoperable, or tag the equipment out of service.
- Snaphooks (regardless of whether they are of a locking type snaphook or not) shall not be engaged directly to webbing, rope, or wire rope; to each other; to a Dee-Ring to which another snaphook or other connector is attached; to a horizontal lifeline; or to any object which is incompatibly shaped or dimensioned in relation to the snaphook such that unintentional disengagement could occur by the connected object being able to depress the snaphook keeper and release itself.

Hoisting Areas

- Each worker in a hoist area shall be protected from falling 6 feet or more to lower levels by guardrail systems or personal fall arrest systems. If guardrail systems, [or chain, gate, or guardrail] or portions thereof, are removed to facilitate the hoisting operation (e.g., during landing of materials), and an employee must lean through the access opening or out over the edge of the access opening (to receive or guide equipment and materials, for example), that employee shall be protected from fall hazards by a personal fall arrest system.
- Subcontractors removing fall protection systems for the purpose of hoisting operations are responsible to re-install these systems when hoisting operations are complete.
 - Fall protection systems shall be re-installed in accordance with OSHA regulations.

Fall Protection Training

- Subcontractors shall ensure that each worker exposed to fall hazards has been trained in accordance with the OSHA standards.
- Documentation of fall protection training shall be included in the subcontractor's site specific safety plan.

Stairways and Ladders

- Ladders shall be used in accordance with the OSHA 1926.1050-.1060 – Subpart X – “Stairways and Ladders,” ANSI, manufacturer recommendations, and industry best practices.
- Subcontractors shall provide ladders of sufficient height to perform their scope of work. **C&T will not provide ladders for Subcontractors.**
- A Competent Person shall train subcontractor employees utilizing stairways and ladders in accordance with OSHA, ANSI, and the manufacturer's guidelines.
- C&T requires the use of fall protection measures whenever a ladder is in use and is adjacent to open sided edges, holes, wall openings, leading edge work or similar situations where a worker could fall off the ladder 6 feet or more to an adjacent level.
 - A minimum distance of 6 feet plus the height of the ladder must be maintained away from the fall hazard area unless conventional fall protection measures are being used.
 - This rule applies even when guardrails are in place.
- In accordance with the OSHA standards, a ladder shall be inspected for visible defects by the user prior to use and shall be inspected by a competent person for visible defects on a periodic basis and after any occurrence that could affect their safe use.
- If Subcontractor employees are observed by a C&T representative performing unsafe work practices while on a stairway or ladder, then C&T reserves the right to stop the employee(s) from working and require either retraining or replacement of the employee(s).
- Portable ladders with structural defects, such as, but not limited to broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components, shall be immediately marked in a manner that readily identifies them as defective, or be tagged with “Do Not Use” or similar language, and shall be withdrawn from service until repaired.

- C&T reserves the right to take a Subcontractor's ladder out of service if found defective or damaged. This includes missing or illegible warning/information stickers.
- Subcontractor should repair or replace defective or damaged ladders immediately.
- The area around the top and bottom of ladders shall be kept clear.
- Crawling through, around, over, or under an obstacle to access or egress a ladder is prohibited.
- Ladders shall not be altered or used in a manner for which they are not specifically intended by the manufacturer to be used unless written approval is obtained from the manufacturer. Such documentation shall be included in the subcontractor's site specific safety plan.
- Step ladders are not permitted to be used while closed and/or leaning against a structure.
- Persons shall not step off-of or onto a step ladder from an adjacent surface.
- Job made ladders shall be constructed in accordance with OSHA, ANSI, and industry best practices.
- Workers must use at least one hand at all times to grasp the ladder when progressing up and/or down the ladder.
 - Workers are not permitted to carry objects in their hands that may cause them to lose their grasp while progressing up and/or down a ladder.
 - Ropes or other means shall be utilized to hoist objects.
- Trestle ladders shall be used in accordance with OSHA, ANSI, manufacturer guidelines, and industry best practices.

Excavation and Trenching

- Subcontractors are responsible for contacting a utility locator service prior to any excavation work being performed.
- Excavation and trenching operations shall comply with OSHA Standards 1926.650-.652.
- During excavation and trenching operations a Subcontractor's Competent Person(s) shall be on site.
 - The Competent Person shall make inspections as required by OSHA 1926.651(k).
 - Inspections must be conducted by a competent person with:
 - knowledge in soil analysis
 - knowledge in the use of protective systems
 - knowledge about the OSHA requirement
 - authority to immediately remove workers from unsafe environments and eliminate hazards
 - C&T reserves the right to cease excavation/trenching operations whenever a C&T representative determines that a competent person may not be competent due to C&T's observations of obvious recognized hazards, repeated hazard observations, or a demonstrated lack of knowledge.
 - C&T reserves the right to require retraining or replacement of competent persons before ceased operations can commence.
- Subcontractors shall document inspections.
 - Documentation shall be available upon request by C&T and/or other governing agencies.
- C&T reserves the right to cease any trenching or excavating operations that are deemed unsafe or are potentially hazardous to workers.
 - In instances of this nature, work will be allowed to commence only after accepted by the Subcontractor's Excavation and Trenching Competent Person and a C&T Superintendent.
- Any excavation or trench, regardless of depth, shall have warning tape or similar warning placed around the perimeter and near the edge of the excavation in order to alert workers to any potential hazards.
- All employees in or adjacent to excavation and trenching operations shall be trained in the associated hazards and how to protect themselves. Training shall be in accordance with OSHA Standards 1926.21(b)(2).
- If soil is classified by the subcontractor's competent person as being Type A or Stable Rock, the subcontractor shall obtain written supporting documentation from a Professional Engineer or an independent professional testing entity. Professional Engineers will be licensed/registered in the state where the work is being performed.
- **Subcontractors will utilize an Excavation Permit which will be made available by C&T anytime excavating activities are taking place.** Excavations are defined as any man-made cut, cavity, trench, or depression in the earth surface formed by earth removal; regardless of the excavation depth or duration of the excavating activity.

Working around Swimming Pools and Water

- Swimming pools which are under construction will be considered to be an unprotected side or edge. Fall protection is required whenever workers are exposed to falls of 6 feet or more.
- Whenever working over or near water, where the danger of drowning exists, employers shall comply with OSHA standards 1926.106.
 - OSHA standard 1926.106 must be complied with at all times regardless of the depth of the water.
 - Whenever working near water where there is a possibility of workers falling into the water and where the danger of drowning exists, employers may utilize conventional fall protection measures that prevent workers from falling in the water in lieu of 1926.106. However, when working over water employers shall comply with 1926.106.
 - Employees working directly over water (regardless of the depth) in aerial lifts where the man-basket could fall in the water in the event of the aerial lift tipping over should not utilize personal fall arrest systems during these situations only. Employees will be connected to the anchor point within the lift whenever not directly over water.

Cranes

General Safety

- Subcontractors utilizing cranes, derricks or hoists shall comply with the applicable OSHA Standards and the most current associated ANSI/ASME, and other industry best practice standards.
- Subcontractors must comply with the manufacturer's specifications, recommendations, and limitations applicable to the operation of any and all cranes and derricks.
- Subcontractors are to comply with, but not be limited to, relevant FAA Regulations.
 - Subcontractors shall be responsible for all FAA notifications and permits. Note: FAA permits may take several months to obtain after the application is submitted. Subcontractors will be responsible for any delays and associated monetary penalties to the project schedule due to a failure to obtain the required FAA permit(s) within a timely manner.
- Subcontractors are required to develop, a detailed, site specific, written pre-hoisting plan prior to the hoisting of any materials or persons. This document shall be provided to C&T in hard copy form at least 2 weeks prior to commencement of hoisting.
 - Subcontractors will not be allowed to perform hoisting with a crane until the site specific hoisting plan has been submitted and reviewed by the C&T EH&S Department.

Inspections

- Cranes and associated rigging equipment must be inspected regularly to identify any existing or potentially unsafe conditions.
- Crane inspections shall be made by a Qualified and Competent Person as defined by the OSHA Standards.
- Cranes shall be inspected in accordance with OSHA, the most recent ASME/ANSI standards, Crane Manufacturer guidelines, or other necessary Governmental or Industry Standards.
 - Inspection intervals shall be followed as recommended in the manufacturer publications represent minimum intervals for average operating conditions. More frequent inspection intervals should be required if warranted by use and/or severe site conditions.
- All inspections shall be documented
 - Copies of daily crane inspection reports should be given to a designated C&T representative no less than once weekly. However, this documentation shall be available to C&T upon request.
- Any deficiencies discovered during inspections shall be repaired before continued equipment use. Lockout-Tag-out practices will be utilized while repairs are being performed.

Initial inspections

- Subcontractors are required to inspect and test their equipment to ensure it is capable of safe and reliable operations when initially set or placed in service and after any major repairs or design modification.

Frequent inspections

- Frequent inspections shall be performed at the start of each shift.

Periodic & Annual Inspections

- Periodic inspections shall be performed on a monthly basis or as specified in the manufacturer's guidelines and/or most recent ASME/ANSI standards.

Special Inspections

- C&T requires that a third party inspection be performed on, but not limited to:
 - all tower cranes;
 - mobile/crawler cranes rated \geq 200 tons;
 - any crane required to make a critical lift, (as defined by OSHA & most current ANSI standards);
 - cranes hoisting personnel;
 - and/or, where other circumstances deem it necessary by C&T.
- Third Party Crane Inspection will be performed by a "Certified" crane inspector.
- C&T reserves the right to schedule special inspections as required.
- Subcontractors are responsible for the cost third party special inspections unless otherwise agreed upon in the C&T/Subcontract Agreement.
- 3rd Party Inspectors or their respective employers are subject to approval by the C&T EH&S Department.
- Any deficiencies or defects found during any inspection shall be corrected by the party providing the crane or as designated contractually responsible.
- C&T reserves the right to perform inspections of any and all cranes utilized on our projects.
 - Recognized hazards, upon discovery, shall be corrected by the responsible party.
- Tower crane foundation designs are required by C&T to be reviewed by a third party Professional Engineer.
 - C&T reserves the right to select the third party Professional Engineer.
 - Subcontractors are responsible for the cost third party special inspections unless otherwise agreed upon in the C&T/Subcontract Agreement.

Barricades

- Barricades must be set up to protect employees from being struck or crushed by the rotating superstructure of the crane.
- Accessible areas within the swing radius of the rear of the crane, either permanently or temporarily mounted, must be barricaded.
- Special attention must be given to guarding of the swing radius when near buildings or other structures.

Critical Lifts

- Subcontractor's making critical lifts as defined by governing OSHA regulations, the most current ANSI, ASME, PCSA, or other Industry Standard shall develop a written "Critical Lift Plan."
 - Plans shall be submitted to C&T at least 2 weeks prior to the lift being performed.
 - See "Pre-Hoist Planning" in this section for additional requirements.

Use of Outriggers with Cranes

- Cranes utilizing outriggers will ensure the crane setup is in accordance with the OSHA Regulations, the most current ANSI, ASME, PCSA, and other Industry Standards.
- Outrigger blocking (Pads) shall be used when outriggers are required and in use.
- Outrigger blocking (Pads) shall be a minimum of three times the area of the outrigger float unless otherwise directed by the manufacturer's guidelines, ANSI, ASME, and/or other Industry Standards.
- Each outrigger block (Pads) shall be monolithically constructed.
- Outrigger blocking (Pads) shall be within 1% of level.
- Outrigger blocking shall be sufficient to support the imposed weight and be rigid and completely support the total area of the floats.

Suspended Personnel Platforms (Personnel Hoists)

- The use of cranes or derricks to hoist employees on personnel platforms is prohibited except when there is no safe alternative available and if the prescribed safety measures are used.
- If the erection, use, and dismantling of conventional means of reaching the worksite such as a personnel hoist, ladder, stairway, aerial lift, elevating work platform or scaffold, would be more hazardous or is not possible because of structural design or worksite conditions, then suspended personnel platforms may be used.
 - Two weeks prior to use, Subcontractors shall submit to C&T a written notice that Personnel Hoists are going to be utilized. Written notice shall state the rationale for use and a site-specific safety plan regarding use.

Crane Operators

- Operators shall be certified by a nationally accredited entity.
- C&T reserves the right to have an operator suspend operations, removed from the project and/or replaced for any reason that affects the safety and health of others as it relates to the operation and/or condition of the crane.

Signal Persons

- Only authorized and qualified persons shall be allowed to direct the movement of a load by hoisting equipment.
 - These persons shall be trained, tested and certified in accordance with applicable OSHA standards and/or most current ANSI/ASME standards; whichever is most stringent.
 - Proof of qualifications must be submitted to Clancy & They prior to hoisting operations.
- Subcontractors must post a copy of the most current ANSI Hand Signals on the project during hoisting operations.
- Audible signaling will be in accordance with the most current ANSI/ASME standards.

Pre-Hoist Planning

- Prior to hoisting, a pre-hoist meeting should be held at least 2 weeks prior to hoisting events, between C&T, the affected Subcontractor(s), crane owner/rental company representative, crane operator, qualified rigger, & signal person. This meeting will be to discuss and plan the hoisting process to ensure the safety of everyone on the project.
- Subcontractors are required to develop a detailed, site specific, written pre-hoisting plan prior to the hoisting of any materials or persons. This document will be submitted to C&T at least 2 weeks prior to any hoisting operations taking place.
 - Lift plan should include at a minimum the following criteria:
 - Identify the size, shape, and weight of the load(s) that are to be lifted, where it will be lifted from, where it will be placed, and where the lifting crane(s) will be located.
 - The lift plan will describe the systematic assessment of important load and site factors. These factors should be used to determine the size of crane needed, where it will be located and what site preparations will be required.
 - The size, type, and set-up, of the crane(s) or other type of lifting device, as well as an up-to-date inspection report as indicated previously in this section.
 - The step by step movements of the crane(s) required to ensure a safe lift and work site.

- The plan will include any environmental factors such as weather.
- Tag-line and multiple lift procedures.
- Site plan which includes the crane location(s)/travel locations.
- The name(s) of those whom prepared the plan.
- The name(s) of the designated lift supervisor, crane operator(s), rigger(s), along with their respective documented qualifications.
- Subcontractors may not be allowed to use a crane in any capacity or manner unless a pre-hoist plan is developed.

Rigging

- Any and all rigging equipment and its use shall meet the most current ANSI/ASME and applicable OSHA Standards.
- Rigging of materials to be hoisted shall only be performed by qualified persons.
 - Proof of rigger(s) qualifications shall be submitted to C&T with the site specific hoisting plan.
- Rigging equipment shall be inspected in accordance with the most current ANSI/ASME and applicable OSHA Standards.
 - Subcontractors shall tag-out and remove any defective equipment from the project immediately.
 - C&T reserves the right to render inoperable, remove from the project, or tag-out of service any rigging equipment deemed to be unsafe for use.
- Rigging equipment shall bare legible identification in accordance the most current ANSI/ASME and applicable OSHA Standards.
- Rigging equipment used for hoisting personnel via a personnel basket shall be new.
- Round Pin Shackles shall not be used for overhead lifting.
- Tag lines shall be used on all loads unless the authorized qualified rigger deems infeasible or creates a greater hazard.

Material Handling

General Safety

- Subcontracts shall comply with OSHA guidelines, industry best practices, and manufacturer guidelines for storing and handling materials as related to their scope of work.
- All materials stored on the construction site or staging yards shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
 - Materials shall not be stored or placed in designated emergency egress aisle or passageways.
 - Subcontractors shall not exceed the safe floor load limits within the building or structure.
 - Materials shall be secured to prevent falling prior to hoisting.
 - Incompatible materials shall not be stored together.
- Subcontractors shall have a SDS sheet for any and all potentially hazardous substances on a C&T project.
 - See Hazard Communications Programs and SDS for additional information.
- Material handling equipment shall be used in accordance with OSHA, ANSI, ASME, manufacture guidelines, and industry best practices.

Concrete Placement and Finishing

General Safety

- When concrete is being placed or finished, proper (PPE) personal protective equipment shall be worn at all times. At a minimum, workers performing concrete placement or finishing shall wear the following PPE:
 - Gloves (Type as recommended by the SDS (Safety Data Sheet)
 - Safety Glasses (Type as recommended by the SDS and/or equipment manufacturer recommendations)
 - Foot protection (Type as recommended by the SDS and/or equipment manufacturer recommendations)
- All employees working with concrete or performing related tasks shall be trained in the associated hazards and how to protect themselves. Training shall be in accordance with the OSHA Standards.
- Any equipment used for the placement or finishing of concrete shall be inspected before use or at the beginning of a work shift for defects and maintenance issues.
 - Equipment found in an unsafe condition shall be tagged out of service until repaired or replaced.

- Automatic or Emergency shut-off devices on equipment will be fully operational.

Reinforcing Steel

- All protruding reinforcing steel, onto and into which employees could fall, must be guarded to eliminate an impalement hazard.
- Horizontal protruding reinforcing steel will be protected against impalement or contact that could cause bodily harm.
- Reinforcing steel for walls, piers, columns, and similar vertical structures must be adequately supported to prevent overturning and collapse.

Tilt Panel Construction

Wall Bracing - Wall Bracing Design

- Two (2) weeks prior to commencement of tilt panel construction the Subcontractor shall submit a Job Specific Wall Panel Bracing Design and Plan for review by a C&T EH&S Department Representative.
 - Wall bracing shall be designed and sealed by a Professional Engineer (PE)
 - Subcontracts are responsible for all cost associated with wall bracing designs and/or plans unless otherwise agreed upon in the contract documents.

Limited Access Zones (LAZ)

- Subcontractors shall establish a LAZ whenever tilt wall panels are being erected. Rules include:
- LAZ shall be established prior to the start of erection and the LAZ must be:
 - Encompass the hazard area where the panel is being erected.
 - “Danger” tape and signage will conspicuously identify the LAZ.
 - The LAZ will remain in place until bracing has been installed and inspected by the subcontractor’s qualified person.
 - Restricted to entry only by employees actively engaged in erecting the wall.
 - The bracing must remain in place until permanent supporting elements of the structure are in place.
 - Limited work may be performed in the limited access zone providing that all affected workers have been trained in the associated hazards and safety precautions.

Precast Concrete

- Precast concrete wall units, structural framing, and tilt-up wall panels must be adequately supported to prevent overturning and to prevent collapse until permanent connections are completed.
- Precast bracing shall be designed by a Professional Engineer. Design drawings will be submitted to C&T prior to commencement of precast installations.
- Only essential employees are permitted under precast concrete that is being lifted or tilted into position.

Shoring and Re-shoring

- All shoring equipment (including equipment used in re-shoring operations) must be inspected prior to erection to determine that the equipment meets the requirements specified in the formwork drawings.
- Damaged shoring equipment must not be used for shoring. Shoring equipment found to be damaged or weakened after erection must be immediately reinforced.
- Forms and shores (except those that are used for slabs on grade and slip forms) must not be removed until the employer determines that the concrete has gained sufficient strength to support its weight and superimposed loads.

Core Drilling & Cutting of Concrete

- Subcontractors shall utilize methods of core drilling that eliminate or minimize the hazards associated with silica dust.
- Personal protective equipment in accordance with OSHA, the SDS sheets, and the drilling equipment manufacturer recommendations shall be worn at all times.
- If operations create a hazard of falling objects to an adjacent floor or working surface then the subcontractor creating the hazard will barricade the hazard area, post warning signage, and designate a responsible "safety monitor" to prevent others from entering the hazardous area.

Masonry Construction

Fall Protection in Masonry Construction

- Each employee on a walking/working surface, including scaffolding, 6 feet or more above a lower level shall be protected from falling by a guardrail system, safety net system, or personal fall arrest system.

Overhand Bricklaying

- Overhand bricklaying is defined as either:
 - Reaching more than 10 inches below the working surface to lay courses of masonry.
 - Having to joint-up/strike the joints of an uncured masonry wall on the opposite side of the wall from the mason, causing the mason to lean against the uncured wall and potentially pushing the wall over. This situation creates a fall hazard for the mason.
- Masons performing overhand bricklaying will utilize one of the following methods or develop their own site specific fall protection plan.
 - Utilize conventional fall protection methods
 - If a personal fall arrest system is used and anchored to the scaffolding system, the anchor points must be selected in accordance with the manufacturer's guidelines.
 - Maintain at least 4 courses (32 inches) of masonry above the working level that has been curing for at least 12 hours.
 - For reinforced masonry walls only
 - The minimum horizontal spacing for reinforcing for this situation will not exceed 16 inches on center.
- Fall protection. Each employee on a scaffold more than 6 feet above a lower level shall be protected from falling to that lower level.
- The Subcontractor shall have a competent person determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Employers are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
 - If the use of fall protection is determined to be infeasible by the Subcontractor's Scaffolding Competent Person then, the Subcontractor shall develop a written detailed reasoning of infeasibility.
 - This document shall be available upon request to C&T.
 - If documentation is not available, then C&T reserves the right to remove workers from the scaffolding until an inspection and evaluation by the Subcontractor's Scaffolding Competent Person is performed and written documentation is received.

Masonry Wall Bracing

- Two (2) weeks prior to commencement of masonry construction the Subcontractor shall develop a Job Specific Masonry Wall Bracing Design and Plan.
 - A masonry pre-construction meeting will be held at least 2 weeks prior to commencement of masonry construction. The masonry contractor will have their intended project manager and superintendent for the respective project attend this meeting.
 - Wall bracing plans will include all free-standing and/or load bearing masonry walls, regardless of the configuration, size, design, location, etc., that will be constructed 8 feet or more in height. Masonry Veneers and Landscape Retaining Walls do not apply.
 - All Masonry Wall Bracing Plans are to be developed and sealed by a Professional Engineer (PE) in the state where project is located. NO EXCEPTIONS
 - Subcontractors are responsible for all cost associated with wall bracing designs.

- Masonry wall bracing plans shall include information pertaining to walls that both require and do not require bracing.

Equipment

Powered Industrial Trucks (Forklifts)

- See “Equipment and Off-Road Vehicles” section of this document for policies.

Cut-Off Saws

- See “Hand & Power Tools” section of this document for policies.

Mortar Mixers

- Machine guards shall be in proper working order and in place while equipment is in use.
- Workers shall wear safety glasses at all times when equipment is in use.
- Workers shall wear personal protective equipment as recommended by the equipment manufacturer and SDS sheets.

Masonry Saws (Table or Portable)

- Machine guards shall be in proper working order and in place while equipment is in use.
- Workers shall wear safety glasses and a face shield at all times when equipment is in use.
- Workers shall wear other personal protective equipment as recommended by the equipment manufacturer and SDS sheets.

Personal Protective Equipment (PPE)

- Masonry Subcontractors shall perform a task hazard analysis to determine the need and selection of personal protective equipment.
- Safety glasses shall be worn when cutting, chipping, breaking, or modifying masonry products with hand or power tools.
- Employees of Masonry Subcontractors shall be trained in accordance with OSHA Standards 1926.21(b)(2).

Lockout / Tag-out

- Subcontractors shall comply with OSHA’s lockout / tag-out regulations.

Confined Space Entry

- Subcontractors entering a confined or enclosed space shall comply with OSHA Standards 29 CFR 1926.1200-1213 – Subpart AA – Confined Spaces in Construction
 - Subcontractors are to provide all air monitoring equipment, rescue equipment, signage and trained personnel required to perform

Carbon Monoxide

- Whenever a subcontractor creates a potential for worker exposure to Carbon Monoxide (CO), the subcontractor will notify the C&T Project Superintendent prior to commencing the related activities. An example of such an instance would be whenever carbon fuel burning engines are operated with a partially or fully enclosed workspace. This also includes equipment fueled by propane or natural gas, or equipment equipped with CO scrubbers.
- Subcontractors creating a potential exposure to CO to any worker on a C&T project site will comply with the following:
 - Provide to C&T a written site specific CO plan
 - Notify all affected subcontractors
 - Post adequate signage conspicuously throughout the affected area(s) warning of the potential hazards
 - Monitor the work area(s) using appropriate CO gas detection equipment that will detect levels of CO that are at or above the NIOSH action level.
 - Monitoring to be performed by a qualified person as defined by the OSHA standards.
 - Document all monitoring results

- Monitoring frequency will be scheduled as to ensure workers are not being exposed to levels greater than NIOSH action level.
 - Provide adequate training to any affected worker
 - Provide adequate engineering controls to maintain CO levels below the NIOSH action level.
- The creating subcontractors will provide all monitoring equipment, signage and other related items.
 - **C&T WILL NOT PROVIDE MONITORING EQUIPMENT TO A SUBCONTRACTOR OR LOWER TIER SUBCONTRACTOR.**

Work Zone Safety

- Subcontractors performing work in a “work zone” or temporarily impeding traffic for any reason or duration shall comply with OSHA standards, State Regulations, and/or the current Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD).
- Subcontractors shall be responsible for providing certified flaggers, traffic control technicians, and traffic control supervisors in accordance with OSHA standards, State Regulations, and/or the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD).
- Subcontractors shall be responsible for providing all traffic control measures and devices, including installation, maintenance, and removal necessary for their scope of work.
- Subcontractors will be responsible for providing an adequate number of Certified Flaggers anytime traffic is impeded, including deliveries of materials. Flaggers will be equipped with appropriate PPE, signage, communication devices (as required), and any required hazard control measures. All flagging operations must be in strict accordance with the (MUTCD). C&T reserved the right to cease any flagging operations deemed unsafe.

Structural Steel, Miscellaneous Steel & Architectural Metals

Structural Steel Erectors

- Steel Erection: Workers engaged in steel erection type activities who are on a walking/working surface with an unprotected side or edge more than **6 feet** or more above a lower level, shall be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, positioning device systems or fall restraint systems. This applies to all occupational trades including but not limited to “Connectors.”

Metal Decking Installation

- Subcontractors installing metal decking who are on a walking/working surface with an unprotected side/edge or leading edge more than **6 feet** or more above a lower level, shall be protected from fall hazards by guardrail systems, safety net systems, personal fall arrest systems, positioning device systems or fall restraint systems.
- If the Subcontractor feels that conventional fall protection measures are infeasible or create a greater hazard to their employees then the Subcontractor shall implement a detailed written fall protection plan.
 - This document shall be submitted to C&T prior to commencement of such activities.
 - A fall protection plan must be in accordance with the OSHA Standards.

Miscellaneous and Architectural Metal Erectors

- Miscellaneous steel, metal stairs, ornamental metals and other similar types of construction shall abide by OSHA Regulations 1926 –Subpart M which requires fall protection measures to be utilized for workers **6 feet** or more above an adjacent surface.
 - C&T does not consider the construction of miscellaneous steel and architectural metal as part of the OSHA Regulations contained in 1926 Subpart R – Steel Erection.

Carpentry

Rough Carpentry, Wood Framing and Finish Carpentry

- Subcontractors performing rough carpentry and wood framing shall comply with the following:
 - In accordance with OSHA Standard 1926.21(b)(2) Subcontractors shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposure to illness or injury.
- Subcontractors shall develop a site specific Fall Protection Plan for any residential type project where wood is utilized to construct the walls, floors, and roofing systems.
 - Fall protection plans shall be in accordance with OSHA 1926.502(k) and will address each phase and type of construction to be used.
 - At no time should a worker be exposed to a fall greater than 6 feet nor shall the fall protection utilized allow the worker to contact an adjacent lower level.
 - C&T does not feel that the use of conventional fall protection systems during construction of residential type construction is infeasible or creates a greater hazard. Claiming infeasibility or creating a greater hazard to provide fall protection will not be an acceptable rationale for not providing fall protection, regardless of the costs or means associated with providing such fall protection.
 - Fall protection plans shall be submitted to C&T at least 2 weeks prior to work commencing.
 - Fall protection plans shall be reviewed by the C&T EH&S Department prior to work commencing and is subject to requested revisions, requests for additional information, and may be rejected.
- Subcontractors shall provide to C&T their Safety Data Sheets for wood that has been treated chemically in accordance with section “Hazard Communications Program and SDS.”

Mold

- Subcontractors will use appropriate means, measures and controls to minimize the growth of mold on construction materials whether they are in storage or in place. As necessary, subcontractors will monitor the moisture content of materials. Materials that have moisture content levels above the industry standard or project specification requirements will not be installed until approved by C&T and/or the project owner representative. Subcontractors will be responsible to remediate mold as required by C&T and/or the project owner as it pertains to their scope work.
- If mold is discovered on a project it will immediately be reported to the C&T Project Superintendent.

Environmental

Release of Hazard Substances

- Subcontractors are responsible to take the necessary means, measures and controls to prevent the accidental release of hazardous substances.
- Containers for liquids will remain closed whenever not in use.
- Bulk containers will utilize spill containment controls that are appropriate to the container and volume of material(s)
- Subcontractors will maintain at least 1 spill containment kit whenever they have motorized equipment on site that are powered by liquid fuels; are equipped with hydraulic systems; and/or utilize any other type of hazardous substances. Spill kits will be of adequate size and quantity to control potential accidental spills.
- Subcontractors are solely responsible for cleanup, remediation, repair, and replacement of contaminated soils and materials.

SAMPLE

SAMPLE

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Subcontractor / Vendor: _____

Address & Phone: _____

Project Name: South Piedmont Community College Multi Purpose/STEM Building SCO ID 07-07352-03A

Pay Application #: _____ Period: _____

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: _____ Approved/Certified By: _____

Name

_____ Title

_____ Signature

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

Attachment 1, Item 2R - GCPay

During this project subcontractors of Clancy & Theys will be using GCPay.com to process invoices and related items.

We will notify you by email to register in GCPay.com, and following your registration you will have access to the project information. If you already are registered in GCPay.com, we will notify you by email that your project information is accessible to you.

There is no charge for subcontractors and vendors to use the GCPay.com system. Because it is a web-based system, you will be able to access GCPay.com from any device available to you, including a computer, tablet or smart phone.

Once registered, you will be processing the following items in GCPay.com:

- **Schedule of Values.** We will provide you with the total amount of the contract and you will submit line item details of that amount for review and approval by our project managers. The line items can be keyed in manually or you can upload an Excel spreadsheet.
- **Change Orders.** Approved change orders will be added to your Schedule of Values as a separate line item throughout the project. Your invoices will include these approved change orders.
- **Compliance Documentation.** You will have access to a list of required compliance items and you will provide compliance documentation to us via document upload, email or fax. If a compliance item is due to expire, you will be notified via email 30 days prior to expiration.
- **Applications for Payment.** You will submit invoices to us on a monthly basis and we will notify you via email one week in advance of the deadline for submitting your invoice. When invoicing you also will be required to list the contractors and vendors working for you on this project, and provide certain information about those companies, including contract amount and current amount paid to them during the month.
- **Lien Waivers.** You will be provided with lien waivers at appropriate times throughout the project. These will be emailed to you and you also will have access to all lien waivers in GCPay.com.

GCPay.com offers 24/7/365 support (English and Spanish) by its company employees in the U.S. For support please contact GCPay.com at (877) 447-2584 or info@gcpay.com.