

Balfour Beatty
Construction

October 26, 2018

Mr. Ima Contractor
We Are Architects (Training)
123 Main Street
Charlotte, NC 28203

Dear Mr. Contractor:

Enclosed is a copy of our offer of a Subcontract Agreement with your firm for the Scope of Work required for the UNCW Parking Deck II project.

We wish to point out that no work can take place on the project site until we have a fully executed Contract Agreement, including acceptable insurance. **Therefore, we request you return the Contract Agreement to us not later than .**

After all documents are returned fully executed, we will sign and return a copy to you for your files.

We look forward to a successful project together.

Sincerely,

Sherrie Ingram

Balfour Beatty Construction

cc: BBC Field Office

SUBCONTRACT

SCOPE OF WORK

DATE:

TO: We Are Architects (Training)
123 Main Street
Charlotte, NC 28203

PROJECT NAME: UNCW Parking Deck II
PROJECT ADDRESS: Wilmington, NC

704-319-4000 (phone)
704-319-4001 (fax)

PROJECT #: Cardivtest
VENDOR #:
CONTRACT#: 001
COST TYPE: 42040

ATTN: Ima Contractor

In consideration of the terms and conditions set forth in this Subcontract, Subcontractor agrees that it will furnish and install all work specified on the attached Scope of Work and required by this Subcontract:

\$50,000.00 (Fifty thousand dollars)

Retainage: 5.0000 %

The Owner of the Project is: **State of NC through UNC at Wilmington University.**

The "SUBCONTRACT Documents" include this Subcontract form, the Subcontract Terms and Conditions, and all other applicable Exhibits including;

Exhibit A - Contract Documents
Exhibit B - Scope of Work
Exhibit C - Special Provisions
Exhibit D - Safety Requirements
Exhibit E - Site Logistics Plan
Exhibit F - Lien Releases

Exhibit G - Pay Application
Exhibit H - Project Schedule
Exhibit I - Quality Control Plan
Exhibit J - Insurance Certificate
Exhibit K - Bond Forms

Exhibit L - Provisions Applicable to Publicly
Funded Projects
Exhibit M - EEO Policy
Exhibit N - Design Build/Design Assist Rider
Exhibit O - State Law Rider

Exhibits may be omitted even if listed above. The Special Provisions will list the omitted exhibits, if any.

We Are Architects (Training)
Subcontractor

By: _____
Name: _____
Title: _____
State Contractor License #: _____
Federal ID#: _____
Date: _____

Balfour Beatty Construction, LLC
Contractor

By: _____
Name: Tony Stoneking
Title: Vice President, Operations
State Contractor License #: 22725
Federal ID#: 20-1627180
Date: _____

This Subcontract is not binding until accepted
This Subcontract covers the contract amount only
Additional work is to be billed separately

SUBCONTRACT TERMS AND CONDITIONS

Article 1: General

- A. Subcontractor will fully perform and timely complete, as an independent contractor, all work (Work) in accordance with the Subcontract, including the documents identified on **Exhibit A** (Contract Documents), the Scope of Work described in **Exhibit B** and the Special Provisions described in **Exhibit C** for the Subcontract Price as shown on the Subcontract. The Subcontract Price includes all materials, equipment, bonds, labor, sales and use taxes, supervision, insurance, overhead and profit required to perform the Work. If there is any conflict between the Subcontract and a Contract Document, the more strict provision governs. Time is of the essence in performing all Subcontract obligations.
- B. Prior to executing this Subcontract, Subcontractor has carefully determined to its satisfaction all requirements of this Subcontract and the extent and the costs of all aspects of the Work, and has:
- i. ascertained the conditions and requirements of its Work, including: a) the location, accessibility and character of the site and adjacent areas; b) surface conditions and reasonably ascertainable subsurface conditions (including potential water, materials, utilities or obstacles); c) any errors, omissions or conflicts in the Contract Documents that could reasonably be discovered by a Subcontractor experienced in the Work in the area of the Project; d) existing facilities at or near the site; e) transportation, disposal, handling and storage of materials or equipment; f) labor availability; g) location and availability of utilities; h) needed equipment and facilities; i) uncertainties of weather; and j) all federal, state, and local legal requirements, codes and regulations (collectively, Legal Requirements) applicable to any aspect of the Work or to Subcontractor; and
 - ii. reviewed this Subcontract and all information made available by Contractor or others, satisfying itself with the correctness and accuracy of this Subcontract and the Subcontract Price in light of all information and required investigations.
- C. Subcontractor acknowledges the critical importance to the Project and to all Project personnel of Contractor's "Zero Harm" safety initiative and Contractor's safety requirements. Subcontractor will comply with Contractor's safety requirements in **Exhibit D**, all Legal Requirements relating to safety in executing the Work and disposing or handling materials (including any hazardous materials), and all rules of Contractor and Owner regarding the performance of Work and the Project site, including compliance with the Site Logistics Plan attached as **Exhibit E**. Subcontractor at all times maintains primary control of and responsibility for safety for its Work, and will meet or exceed all safety requirements of this Subcontract. Subcontractor will at no time start, continue or resume any Work which Subcontractor or any representative of Contractor or Owner identifies as unsafe, until Subcontractor has taken corrective measures satisfactory to Contractor. Failure of Contractor or others to stop an unsafe practice will not relieve Subcontractor of its responsibilities. If Subcontractor or any person for whom Subcontractor is responsible fails to enforce the Contractor's safety requirements or any safety-related Legal Requirement, Contractor may, in addition to other remedies, bar such party from the site.
- D. With respect to its Work and this Subcontract, and in addition to the other duties specified in this Subcontract, Subcontractor owes to Contractor the duties timely and fully to: (i) comply with all Legal Requirements; (ii) provide within 3 business days any requested written assurances of complete and timely performance, including assurances prompted by any actual or potential insolvency, bankruptcy or failure to continue as a going concern; (iii) notwithstanding any provisions in this Subcontract which give Contractor the right to direct Subcontractor as to details of the Work (including safety) or to exercise a measure of control over the Work, Subcontractor will remain fully responsible for performance of the Work and be solely responsible for the acts or omissions of its laborers, and those of its subcontractors and suppliers at all tiers (collectively, Lower Tiers); (iv) ensure that all obligations of this Subcontract and the Contract Documents are included in all agreements involving Lower Tiers as respects their performance of any Work; (v) comply with this Subcontract and the Contract Documents, assuming towards Contractor all obligations that Contractor has assumed towards Owner in the Contract Documents, and being bound to Contractor in the same manner as Contractor is bound to Owner under the Contract Documents, with respect to the Work; (vi) enforce Balfour Beatty's Supplier Code of Conduct (<http://balfourbeattyus.com/Partners/Sub-Contractors/Suppliers--Code-of-Conduct.aspx>), or one just as stringent, and otherwise to insure that no laws are broken in respect of this Subcontract; (vii) promptly provide all financial and performance information required by Contractor as part of Contractor's program for qualifying subcontractors to work on a Project with Contractor; and (viii) allow no bankruptcy or receivership filing to delay or otherwise adversely impact the Work, and consent upon request to any request by Contractor to expedite hearings or other actions by the bankruptcy court to minimize impacts on the Work or the Project.

SUBCONTRACT TERMS AND CONDITIONS

Article 2: Payments to Subcontractor

- A. Unless a shorter time is provided by the Contract Documents or by law, Contractor will make progress payments to Subcontractor within ten (10) days after Contractor's receipt of payment from Owner for Subcontractor's Work (including changes in the Work paid by Owner), to the extent of Subcontractor's interest in that payment. To the extent permitted by law, payment from Owner of amounts due Subcontractor is a condition precedent to the obligation to pay Subcontractor. Unless the Contract Documents or applicable law specify a different amount, retainage will be withheld in the amount set forth in the Prime Contract, which will be reduced and/or paid to Subcontractor as it is reduced and/or paid to Contractor by Owner, so long as Subcontractor is not in default. Contractor may withhold funds from monthly progress payments to protect Contractor because of any actual or reasonably likely default by Subcontractor. Title to material and Work incorporated into the Project will transfer to Owner as specified in the Contract Documents or if not so specified upon payment to Subcontractor. Neither title transfer nor payment by Contractor or Owner is an acceptance of any Work or stored materials.
- B. Subcontractor must deliver the following as conditions precedent to Contractor's duty to make any progress payment: (i) the documents identified in Article 3.B below; (ii) certified payrolls, if applicable to the Project, in the form and frequency required by the Contract Documents; (iii) monthly, or at intervals as specified in the Contract Documents, Subcontractor's executed Partial Waiver and Release Upon Progress Payment, in the form attached as part of **Exhibit F** and, upon request by Contractor, an executed Partial Waiver and Release Upon Progress Payment from each Lower Tier which may have lien or bond claim rights, in the form also attached as part of **Exhibit F**; (iv) other releases and documents required by the Contract Documents or reasonably required by Contractor; (v) all items listed in Contractor's Stored Material Checklist (payment for materials stored off site is subject to Owner approval); and (vi) at intervals specified in the Contract Documents and at least five (5) business days prior to Contractor's deadline for submitting its partial payment estimate, an acceptable partial payment estimate on the form at **Exhibit G**. After review and any appropriate adjustments, Contractor will include Subcontractor's partial payment estimate in its payment request to Owner.
- C. Subcontractor should send all final payment requests within thirty (30) days of its completion of its Work. As conditions precedent to final payment, Subcontractor must: (i) complete all Work in accordance with the Contract Documents and to the reasonable satisfaction of Owner and Contractor; (ii) deliver all final lien and claim waiver forms from it and from Lower Tiers which might have lien or bond claim rights (in the form at **Exhibit F**), all required warranties and guaranties, all maintenance manuals, all attic stock, certified payrolls, insurance information and all other documents or materials required by the Contract Documents; and (iii) send all final payment requests no later than sixty (60) days after final completion of the Project. Subcontractor's failure to send a payment request within sixty (60) days after final completion of the Project waives any and all claims by the Subcontractor.
- D. Contractor may withhold amounts due under this Subcontract or any other agreement between the parties to cover Contractor's reasonable estimate of any costs or liability Contractor or its surety has incurred or may incur for which Subcontractor may be responsible. The phrase "any other agreement between the parties" includes any agreement between Subcontractor and Contractor or any joint venture or other entity in which Contractor and/or Subcontractor have an ownership interest.
- E. Contractor may issue joint checks to Subcontractor and any laborer, Lower Tier, pension or benefit fund, or labor union if, in Contractor's reasonable judgment, joint checks are necessary to ensure payment to those parties or if those parties have threatened to file or filed liens, suits or demands against Owner, the Project, Contractor or its sureties. Contractor may also pay such party directly in those circumstances. All joint checks or direct payments will be for the account of Subcontractor. No payment under this Article will create a contract with any third party nor any continuing duty to make payments to any party.
- F. Unless a shorter time is provided by the Contract Documents or by law, Subcontractor must make payment to its Lower Tiers within seven (7) days after Subcontractor's receipt of payment from Contractor.

Article 3: Operations

- A. Subcontractor will promptly provide all information and documents required by Contractor or the Contract Documents as needed to utilize BIM or similar modeling, or as otherwise as needed to eliminate potential conflicts between areas of work on the Project, including but not limited to conflicts arising from wall openings needed for delivery or construction, conflicting structural and/or MEP requirements, and potential interferences from lifts, cranes and scaffolds.

SUBCONTRACT TERMS AND CONDITIONS

- B. Subcontractor must deliver the following as conditions precedent to performing any Work on site: (i) a fully executed Subcontract; (ii) insurance certificates satisfying the requirements of Article 8 below; (iii) acceptable, fully executed Performance and Payment Bonds unless waived in this Subcontract; (iv) a schedule of values reflecting the best estimate of the true value of each phase of the Work, in accordance with this Subcontract and the Contract Documents; and (v) a written injury and illness prevention program and its code of safe work.
- C. Subcontractor will at all times be thoroughly familiar with all requirements regarding the Work, and promptly notify Contractor, in writing and before proceeding with affected Work, of any deficiencies, errors, discrepancies, unanticipated site conditions, anticipated conflicts or unusual difficulties not specifically addressed in this Subcontract. Subcontractor will coordinate its Work with that of Contractor and all other subcontractors. Contractor will upon reasonable request provide shop drawings by other subcontractors to Subcontractor. Subcontractor will attend all coordination meetings and project meetings. Subcontractor's superintendent or foreman will represent Subcontractor and will have full authority to make decisions and commitments regarding Subcontractor's Work. All communications and notices given to the superintendent or foreman will be binding. Subcontractor represents that its superintendent or foreman is an expert in the Work, is a competent person as defined by OSHA, and is knowledgeable of all Legal Requirements
- D. Contractor is not responsible for damage to Subcontractor's Work or stored materials or equipment caused by others, but will cooperate with Subcontractor to secure payment for such damage from the responsible party.
- E. Subcontractor will be responsible for, and will use the highest degree of care in regards to, erecting and using scaffolding and all loading/ unloading of materials, tools and equipment from and onto hoists, elevators and/or cranes. During regular working hours and without charge, Subcontractor may share available cranes, temporary elevators and material hoists with Contractor and others; however, equipment use is subject to Contractor's schedule and reasonable construction priorities and Subcontractor's execution of any required release and indemnity agreements. Costs for equipment use on an overtime basis will be paid by Subcontractor. If "leave-out" areas are required by Contractor in the building skin, Subcontractor may be required to return out of sequence at these locations, the costs of which are included in this Subcontract Price.
- F. Subcontractor will employ only laborers who will work in harmony with those employed by Contractor or other subcontractors, or by Owner in its operations. Subcontracts may be awarded and labor employed by Contractor or its other subcontractors without regard to union status. Subcontractor will not allow labor disputes to delay or hinder its Work, that of any other subcontractor, or Owner's operations.
- G. Subcontractor will maintain a lien-free and claim-free Project, and timely and fully pay and/or insure payment of: (i) wages and benefits due to laborers; (ii) taxes, contributions, fees, penalties, and the like in respect of the Work or the Subcontract; and (iii) all amounts due all Lower Tiers and their laborers. Contractor may require satisfactory evidence as to the status of any payments or payment obligations in connection with this Subcontract.
- H. In performing its Work, and in addition to the other duties specified in this Subcontract, Subcontractor owes to Contractor the duties timely and fully to: (i) furnish and pay for all permits, licenses, equipment, labor, materials, supervision, required safety measures, employee parking and transportation, hoisting and scaffolding required for the proper and complete performance of the Work; (ii) perform all Work with no unapproved deviations or substitutions; (iii) provide quality control to ensure that Work is performed in strict accordance with the Contract Documents and as needed to ensure first class quality; (iv) correct/replace any Work identified as defective during construction; (v) comply with Contractor's written directives; (vi) submit proper notices, warranties, change order proposals, shop drawings, as-built drawings, submittals, parts lists, O&M manuals and other documents or materials required by the Contract Documents or by Contractor; (vii) correct defects in the Work which appear within the guaranty or warranty period established in the Contract Documents or by law (if no period is stipulated in the Contract Documents or by law, then the guarantee and/or warranty will be for one (1) year from date of completion and written acceptance of the Work by Owner); (viii) perform all required lay-out accurately and completely from control lines or benchmarks provided by Owner or Contractor; (ix) execute and deliver, and/or deliver from suppliers, any special guaranty or warranty required by the Contract Documents; (x) clean up daily from its operations as required by Owner or Contractor, and/or if requested contribute reasonably to a composite clean-up crew at no additional cost; (xi) prevent any damage to or trespass on adjoining lands or facilities; (xii) reasonably inspect work of other trades to insure that it has been performed properly to accommodate Subcontractor's Work, and advise Contractor in writing of any deficiencies that would prohibit or interfere with the proper performance of the Work; (xiii) pay all royalties and avoid any infringement of patents or copyrights; (xiv) provide daily reports, Safety Data Sheets (or similar sheets as required), job hazard analyses (or similar documents reflecting safe planning for safety risks in the Work), copies of all subcontracts and purchase orders and other reasonable documentation requested by Contractor; (xv) remove any employee for reasonable

SUBCONTRACT TERMS AND CONDITIONS

cause upon written request of Contractor; (xvi) protect its Work and stored materials from damage or destruction until final payment, and avoid damage to the work or materials of other trades; (xvii) provide punch lists and complete all punch list work identified by Contractor or Owner; (xviii) release no hazardous materials, and properly document and dispose of any hazardous materials discovered or used so as not to violate any Legal Requirement; (xix) provide and pay for power, gas, water, trailers, storage, temporary protection, guardrails, overhead protection and other temporary facilities needed for the Work; and (xx) provide such other services, documentation and materials needed to meet the Owner's requirements for the Work.

Article 4: Schedule

- A. Contractor has provided the Project Schedule prior to execution of the Subcontract – an initial draft is attached as **Exhibit H**. Subcontractor will fully comply with the Project Schedule. Subcontractor will, within fifteen (15) days after the date of the Subcontract or within such other time as may be reasonably specified by Contractor, submit its input with respect to the Project Schedule. Subcontractor's input will be consistent with the Project Schedule, and will list Subcontractor's sequence and duration of activities. Contractor may prepare a revised Project Schedule and if so will consider Subcontractor's input in developing that schedule. Subcontractor will proceed with its Work in accordance with the Project Schedule or as otherwise reasonably directed by Contractor, and perform the Work so as to avoid delays or inefficiencies to work of other subcontractors and Contractor so as to permit timely Project completion.
- B. Contractor may change the sequential order and/or duration of any work activities in the Project Schedule, including those of this Subcontract, to account for unanticipated delays, occurrences and other factors which alter Contractor's original Project Schedule, and may provide subsequent Project schedules. Contractor may require Subcontractor to prosecute its Work in such sequence as the progress of other subcontractors and the current Project Schedule dictate, with payment for additional costs and/or grants of additional time only as specified in Articles 4.D through 4.H.
- C. To the extent that any Work delays or inefficiencies are caused by Subcontractor or those for which it is responsible, then Subcontractor will: (i) not be entitled to any additional compensation nor any time extension; (ii) on its own account, or as directed by Contractor, increase shifts, personnel, operations, days of work, equipment and facilities, and work overtime as needed, to overcome any such events at no increase in price; and (iii) if requested, submit within three business days for Contractor's approval a recovery schedule demonstrating how it will meet the current Project Schedule.
- D. To the extent that any Work delays or inefficiencies are caused solely by Contractor or its other subcontractors, then Subcontractor will upon request take reasonable steps at no cost to Contractor or other subcontractors to mitigate the event. If those steps are unsuccessful, Contractor may: (i) grant Subcontractor in writing an equitable time extension, to the extent that Contractor reasonably determines that the time extension does not materially and adversely impact the Project critical path or the work of other subcontractors; or (ii) direct Subcontractor to work overtime, or other steps to accelerate. Where Subcontractor has been granted a time extension due to delays caused by Contractor or other subcontractors, the time extension will be the sole remedy for the delay, and no damages will be payable. To the extent the Contractor issues a written directive for acceleration or overtime due to the acts or omissions of another subcontractor, and Subcontractor is not otherwise in default under this Subcontract, Contractor will pay Subcontractor for the actual incremental portion of overtime wages paid at rates which have been approved by Contractor, plus taxes imposed by law on the incremental portion of such additional wages, plus worker's compensation, levies and liability insurance on such additional wages when required to be paid by Subcontractor. In exchange for the foregoing, the Subcontractor agrees that it is not entitled to assert or recover any inefficiency, disruption, delay, impact, or consequential, special or indirect charges or damages of any kind as a result of any delay, disruption, acceleration, or other schedule or sequence modifications unless recovered by Contractor from Owner or paid by applicable insurance.
- E. To the extent that any Work delays or inefficiencies are caused by an event for which Contractor and/or subcontractors are not entitled to a time extension under the Contract Documents (except for delays described in Article 4.D, for which compensation is allowed only as set forth in that Article), or in situations where the Owner has failed to grant a time extension requested by Contractor or directed a compensable acceleration, Subcontractor will, at Contractor's direction, work outside of regular work hours or take other necessary measures to maintain the current Project Schedule, without additional cost or expense to Contractor unless those costs are paid by Owner to Contractor. If Owner orders acceleration, then Subcontractor will be paid those amounts only paid by Owner to Contractor on account of Subcontractor's acceleration. Other impact or inefficiency costs arising from events covered by this Article 4.E are recoverable by Subcontractor only to the extent paid by Owner.

SUBCONTRACT TERMS AND CONDITIONS

- F. To the extent that any Work delays or inefficiencies are caused by an event for which the Owner provides a time extension, Subcontractor will receive an equitable extension of time but will not be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays or related inefficiencies unless Owner pays those costs. Contractor will promptly pay Subcontractor the amount paid by Owner for Subcontractor's delay or inefficiencies.
- G. Contractor will use reasonable efforts in presenting Subcontractor's claims for additional costs to Owner in those cases where Owner has accelerated Subcontractor or where the Contract Documents provide for payment for Work delays or inefficiencies and Owner's payment of such claims is a condition precedent to Subcontractor's recovery on its claims.
- H. Within three (3) business days after commencement of any event of delay, disruption, acceleration, or other impact, unless a shorter time is required by the Contract Documents, Subcontractor must notify Contractor in writing of the event, and promptly provide any requested additional information. In all cases, Subcontractor must provide written notice to Contractor in sufficient time and form so that Subcontractor's claim may be reviewed by Contractor and, if appropriate, timely presented to the Owner. Compliance with the notice requirements of this Subcontract and the Contract Documents is a condition precedent to any claim for additional time or compensation arising out of a delay.
- I. The remedies provided by this Article 4 are Subcontractor's exclusive remedies for all delays, impacts, inefficiencies or accelerations of the Work.

Article 5: Default and Damages

- A. If Subcontractor fails to fully or timely comply with any duty imposed by Legal Requirements or this Subcontract, including the Contract Documents, it is in default. Subcontractor will be liable to Contractor for all losses, costs (including attorneys' fees and court costs) damages, claims, suits, fines or penalties incurred by Contractor or its sureties to the extent caused by the default. Subcontractor will remain liable to Contractor for the same period of time, and to the same extent, as Contractor may be liable to Owner, other subcontractors or third parties for any claims against Contractor or its sureties by any such parties arising from a default.
- B. If Subcontractor has failed to cure a default within three (3) business days following written notice of default to Subcontractor (or where cure is not possible in that time, has failed to provide an acceptable plan to do so and to commence and continue to cure), then Contractor may do any or all of the following or take any other action permitted by law, without diminishing Subcontractor's liability for damages or costs arising from the default: (i) terminate this Subcontract for default, in whole or in part; (ii) make demand on Subcontractor's surety to perform the Subcontract and/or to indemnify Contractor for costs arising from the default; (iii) allow Subcontractor to continue to perform in whole or in part, but collect all damages arising as a result of the default; (iv) enter on the premises and take possession of all materials and equipment for the purpose of continuing or correcting the Work; (v) supply additional materials or labor at Subcontractor's cost; (vi) employ other firms or persons at Subcontractor's cost to complete or correct all or any part of the Work; or (vii) accept the conditions arising from the default but collect from Subcontractor the difference in value between the condition as required by this Subcontract and the accepted condition. The Contractor's failure or decision not to declare a default in circumstances where it otherwise has the right to do so under this provision does not constitute a waiver of the default and does not affect the Contractor's right to recover any resulting damages.
- C. Contractor may deduct and withhold from payments otherwise due Subcontractor the costs Contractor has incurred or may reasonably incur as a result of a default. When the default has been cured, or when the Project has been completed by Contractor and accepted by Owner, if the unpaid balance earned under this Subcontract exceeds the expense incurred by Contractor or its sureties as a result of the default and in paying any damages or costs due to Owner or third parties because of Subcontractor's default, such excess will be paid by Contractor to Subcontractor. If those expenses and/or damages exceed the unpaid balance, then Subcontractor will pay the difference to Contractor upon demand.
- D. No failure to enforce terms of this Subcontract, nor any course of conduct by Subcontractor or Contractor, will amount to a waiver of any requirement of this Subcontract nor prohibit Contractor from enforcing its rights.
- E. Subcontractor must timely and fully comply with the terms of the Project Quality Control Plan attached as **Exhibit I**.

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Article 6: Electronic Documents

- A. Subcontractor will utilize Contractor's electronic document management system if it is made available to Subcontractor for the Project. This system can accept electronic submission of submittals, applications for payment, proposed change orders and other items. By submitting documents electronically, Subcontractor is affirming that it has the appropriate license to use the documents, and it is not violating any copyright or other rights of owners of original documents.
- B. Subcontractor will utilize an electronic plan room to reference drawings if one is provided for its use. Subcontractor is responsible for updating the electronic plans with electronic as-built drawings as is necessary and required by the Contract Documents.
- C. If Building Information Modeling (BIM) is being used on the Project as referred in Article 3.A., Subcontractor is responsible to comply both timely and completely with all requirements for the successful implementation of BIM on the Project. This includes submitting all necessary information on a timely basis that is required to successfully build the BIM model that will be used during construction.

Article 7: Indemnity

- A. To the full extent permitted by law, Subcontractor will indemnify, protect and hold harmless Contractor and its surety (and any other parties as required by Contract Documents) and each of their respective officers, directors, members, managers, agents or employees, (individually, the "Indemnified Party" and collectively the "Indemnified Parties") from any and all claims, losses, demands, judgments, suits, actions and proceedings, as well as all attorneys' fees and costs which may be asserted against any Indemnified Party, to the extent arising out of or occurring in connection with: (i) any default or failure to timely or fully perform as required by Subcontractor; and/or (ii) any injury, loss, damage or death to any person or persons (including but not limited to any Indemnified Party) or any destruction of or damage to property, but only to the extent caused by the negligence or intentional wrongful acts of Subcontractor, its Lower Tiers, and its and their employees, or any other persons for which Subcontractor is responsible.
- B. To the full extent permitted by law, in addition to the express duties to indemnify, protect and hold harmless, there is a duty, separate from the duties in Article 7.A, to defend each Indemnified Party in connection with a claim, demand or suit described in Article 7.A(i) or 7.A(ii) (collectively, the "Claims"). The duty to defend includes all costs of litigation, attorneys' fees, expert and consultant fees, settlement costs and reasonable expenses in connection with the claim or litigation, regardless of whether the Claims are valid or groundless and regardless of whether the defense of an Indemnified Party is maintained by that party or assumed by Subcontractor, as long as the Claims asserted are causally connected to Subcontractor's alleged or actual default described in Article 7.A(i), or to an alleged or actual negligent act or omission or intentional wrongful act as described in Article 7.A(ii). An Indemnified Party at its option may defend any or all of the Claims (at Subcontractor's expense) or tender to Subcontractor the defense of any or all of the Claims. Upon tender to Subcontractor, Subcontractor will promptly assume the defense of the Claims. If an Indemnified Party tenders the defense of a Claim to Subcontractor and Subcontractor fails to assume the defense, an Indemnified Party facing liability for the Claim may defend, compromise and/or settle any such suit or action, and Subcontractor will be bound and obligated to reimburse each Indemnified Party for the amount expended in settlement, and/or the amount expended in paying any judgment, together with all reasonable attorneys' fees and costs of litigation, so long as the Indemnified Party demonstrates that the settlement or compromise was made in good faith and the Claim was one for which the duty of defense was owed. If a Claim under Article 7.A(i) is tendered and the defense is accepted, uninsured defense costs (if any) incurred by Subcontractor are subject to repayment by Contractor only to the extent that a final judgment in connection with the Claim determines that Contractor rather than Subcontractor is responsible for the Claim.
- C. In addition to the foregoing obligations, where the Contract Documents require either Contractor or Subcontractor to provide an indemnity or defense of Owner or any other party in circumstances beyond those stated in Articles 7.A and/or 7.B, Subcontractor agrees that, in respect of its Work under this Subcontract, it will indemnify, defend and hold harmless: (i) all such parties to the full extent required of Subcontractor by the Contract Documents; and (ii) Contractor, to the full extent that Contractor is required by the Contract Documents to indemnify, defend or hold harmless any such party with respect to Subcontractor's Work.
- D. The obligations of this Article are not limited by insurance limits in policies maintained by Subcontractor. Nothing in this Article will be interpreted to require Subcontractor to indemnify, defend or hold harmless any party to the

SUBCONTRACT TERMS AND CONDITIONS

extent such an obligation is prohibited by law. To the extent that applicable law would invalidate any part of the indemnity and defense obligations of this Article, then this Article will be interpreted and applied only to the extent legally permitted.

- E. Neither termination for any reason, nor final payment by Contractor, nor acceptance of the Work, will waive any obligations of Subcontractor under this Article.
- F. The cause of action on a claim for indemnity under this Subcontract or any bond provided by Subcontractor will accrue on the later of: (i) the date of a written demand for indemnity to Subcontractor or its surety; or (ii) the date when Contractor or its surety makes the last payment with respect to which indemnity is sought.

Article 8: Insurance and Bonds

- A. Prior to starting Work, Subcontractor will provide a certificate that corresponds, at a minimum, to insurance evidenced on **Exhibit J** (Sample Insurance Certificate) and, if requested by Contractor, certified copies of all insurance policies. All policies will be written through a company authorized to transact that class of insurance in the state of the Project and will be with insurers acceptable to the Contractor with an A.M. Best rating of A- or better. Subcontractor will maintain all insurance for the periods required by the Contract Documents, and in no event less than one year after completion of the Work and for a period equal to any applicable statute of repose years in the case of products-completed operations coverage. Limits and terms shown are the minimum acceptable, and in no way limit available coverage under policies maintained by Subcontractor.
- B. Certificates of insurance for the commercial general liability policies will name Contractor, and others as required by the Contract Documents, as additional insureds for both ongoing and completed operations, as evidenced on Form No. CG 20 10 11 85, CG 20 26 11 85 or equivalent forms (ISO Form B, to be supplied to Contractor together with insurance certificate). The Project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will include the provision "All Work Performed for the Additional Insureds." Commercial general liability policies will:
 - i. be written on an "occurrence" basis, with a provision that defense costs are paid in addition to and do not deplete policy limits, provide that the limits apply per project, and contain a severability of interest or separation of insureds provision; and
 - ii. include coverage for broad form property damage coverage, on-going and products-completed operations, bodily injury or property damage, premises operations, blanket contractual liability (for this Subcontract), independent contractor's liability, mobile equipment, elevators, damage from explosion, collapse and underground hazards ("XCU"); and
 - iii. Contain no exclusions for cross-liability or cross suits, soils or earth movement, or residential, condominium, multi-family or multi-unit dwellings.
- C. Subcontractor's insurance will be primary and non-contributory to any insurance maintained by Contractor and/or Owner. Subcontractor will provide thirty (30) days written notice to the Contractor prior to expiration or cancellation of any insurance. Subcontractor is responsible for all deductibles in policies provided by Subcontractor. Renewal certificates and endorsements for commercial general liability will be provided to Contractor, at no expense to Contractor, prior to expiration of such insurance. Subcontractor will insure all material stored off site and all material in transit.
- D. Subcontractor, for itself and on behalf of its insurers, waives claims as to, and releases Contractor, its surety, Owner and any other additional insureds as required by this Subcontract from, liability for loss or damage covered by Subcontractor's policies of insurance, or liabilities or losses that are required to be covered by insurance under this Subcontract. Subcontractor will obtain a waiver of any subrogation right that its insurers may hold or acquire against the Owner, Contractor and any additional insureds by virtue of payment of any such loss covered by such insurance. To the extent permitted by applicable law, Subcontractor waives all rights of its carrier to any statutory workers compensation liens. Subcontractor and its lower-tier subcontractors will submit worker's compensation, commercial general liability, and business auto liability accident reports to their insurance carriers immediately after any accident and will furnish to Contractor copies of such reports.
- E. Subcontractor will require insurance coverage from Lower Tiers identical to that required of Subcontractor. Subcontractor will require Lower Tiers to name Contractor, and others as required by the Contract Documents, as additional insureds on the Lower Tiers' commercial general liability insurance policies and will provide Contractor

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with a waiver of subrogation from the Lower Tiers' worker's compensation carriers. Subcontractor will require its Lower Tiers to obtain Form No. CG 20 10 11 85, CG 20 26 11 85, or equivalent forms (ISO Form B), for ongoing and completed operations from its commercial general liability carrier, which endorsements will be furnished to Contractor as a condition precedent to Subcontractor's right to be paid for any Work performed by the Lower Tier.

- F. If Subcontractor or any Lower Tier fails to procure, maintain or pay for the insurance required by this Agreement, Contractor may, in its discretion and at Subcontractor's cost, establish other financial risk transfer mechanisms and/or secure the same or similar insurance coverage.
- G. Subcontractor will immediately notify (or cause its insurers or insurance broker to notify) Contractor of any notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy which names Owner, Contractor, its parent, subsidiary or affiliated companies or their officers, directors or employees as additional insureds or which may otherwise impact the ability of Subcontractor to fully perform its obligations.
- H. The insurance requirements in this Article are independent from all other obligations of Subcontractor under this Agreement, the Contract Documents or at law, including, without limitation, all indemnification provisions. This Article will survive termination for any reason, and will apply regardless of the enforceability of any other provision in this Agreement.
- I. Contractor or Owner will furnish and pay for builder's risk insurance, which will include fire, extended coverage, vandalism, named windstorm, and malicious mischief. Subcontractor's Work performed and materials stored on the jobsite for incorporation into the Work will be covered to the extent of such policy. Proceeds from the policy will be paid to Subcontractor to the extent paid by the insurance company for Subcontractor's loss. Builder's risk insurance does not include temporary buildings, Subcontractor's tools or equipment not incorporated in the Work. If there is a loss insured under the builder's risk policy, Subcontractor will be bound by any adjustment made between Contractor and/or Owner and the insurance company or companies, and Contractor's liability to Subcontractor for such loss will in all cases be limited to amounts actually paid on Subcontractor's claims. If the builder's risk insurance contains any deductible not paid by Owner, the deductible cost will be paid by Subcontractor to the extent that the loss is caused by Subcontractor. If an event not caused by Subcontractor causes loss to Subcontractor and others, any deductible costs will be equitably allocated among all parties suffering damage.
- J. Unless expressly waived in the Special Provisions or in writing by an officer of Contractor, Subcontractor will pay for, furnish to Contractor at the time this Subcontract is delivered by Subcontractor, and maintain in full force and effect an acceptable 100% performance bond and a 100% payment bond on Contractor's standard bond forms (**Exhibit K**), written by a surety company acceptable to Contractor. The surety must have a Treasury limit of not less than the amount of the Subcontract Price or the sum of \$500,000, whichever is greater, and which will have an AM Best rating of A- or better. The bond cost is included in the Subcontract price unless otherwise provided in the Special Provisions. Upon a default by Subcontractor and notice to the surety, the surety will either indemnify Contractor for losses and costs arising from the default, or timely and fully perform Subcontractor's obligations, or both, all in accordance with the terms of the bond. No change, alteration or modification to or deviations from this Subcontract or the Contract Documents will release in whole or in part any surety on any bond and Contractor will be under no obligation to notify the surety of any such change. Any increase in the Subcontract amount will automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the surety, such notice and consent being waived by this Subcontract. Decreases in the Subcontract amount will not, however, reduce the penal amount of the bonds unless specifically provided in any Change Order decreasing the scope of Work.
- K. Contractor may at its option elect to enroll Subcontractor in a Subguard default insurance program in lieu of Subcontractor's providing bonds. If Contractor so notifies Subcontractor in writing, then Subcontractor will provide a letter from its surety confirming that Subcontractor is eligible for and qualified to receive bonds for its Work on the Project and provide other required qualification information. No obligation to provide a bond is excused until Contractor provides a written notice of that waiver. The use of Subguard does not limit Subcontractor's liability.
- L. If required bonds are not timely delivered, Subcontractor is in default. Contractor may either waive such requirement in writing signed by an officer of Contractor, or terminate this Subcontract in whole or in part and seek damages. The insolvency of the surety, the revocation of the surety's right to do business or license to issue bonds in the state of the Project, the removal of the surety from the list of federally approved sureties as indicated by the Federal Register, or the surety's failure to maintain an AM Best rating of A- or better, will each be deemed an act of default of Subcontractor.

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Article 9: Changes

- A. Unless a different standard is specified in the Contract Documents or on the Scope of Work or Special Provisions attached, Subcontractor has included in the Subcontract Price all amounts necessary timely to perform all Work shown on and reasonably inferable from the Contract Documents, including all Work needed to obtain Owner's acceptance of the Project. Subcontractor agrees to provide all such Work without additional compensation or time except to the extent that Owner provides a time extension or additional compensation for the Work or unless Contractor specifically requests in writing a change proposal and/or authorizes additional Work in writing. Claims for additional costs or time extensions for errors, inconsistencies or omissions in the Contract Documents will not be recognized unless recognized and paid by Owner. The following apply to all changes or requests for changes:
- i. Subcontractor will be bound by all interpretations of Owner or its authorized representative that, by the Contract Documents, are binding on Contractor.
 - ii. Contractor may at any time, unilaterally or by agreement with Subcontractor, without notice to Subcontractor's sureties, make changes in the Work covered by this Subcontract. Upon written direction by Contractor, Subcontractor will proceed with specified extra work or changes so as not to delay the Work or the current Project Schedule. Any unilateral directive or mutual agreement must be in writing. If a change is ordered in writing by Contractor independent of the Owner or the Contract Documents provided by the Owner, Subcontractor will be entitled to an equitable adjustment in the Subcontract price. If Subcontractor considers any action or inaction by Contractor other than a formal written change order to be a change, it will so notify Contractor in writing within three (3) business days of the action or inaction, and seek a confirmation in writing from Contractor before proceeding with alleged change.
 - iii. Subcontractor will submit requested or required change order proposals in a form reasonably acceptable to Contractor, within five (5) business days of the request or the event giving rise to the proposal, unless a shorter time period is specified in the Contract Documents. Requests or claims that involve the conduct of the Owner or the Contract Documents must always be submitted in writing in sufficient time to allow Contractor to comply with the applicable provisions of the Contract Documents. The quotation must be supported by a time impact analysis, a cost breakdown, a quantity survey, unit prices and unit labor hours, markup for overhead and profit, and any other information requested by Contractor. The amount to be paid to Subcontractor and/or its Lower Tiers for overhead and/or profit for additive changes will be as allowed by the Contract Documents. If a change in the Work consists of both additions and deletions, any overhead and profit will be computed on the excess of the additive costs over deductive costs. Subcontractor will pay any additional bond and insurance premium associated with any change, and keep its surety informed at all times of changes to the Subcontract.
 - iv. Contractor's liability for costs arising from changes ordered by the Owner, or for deficiencies in the Contract Documents provided by the Owner, is limited to the amounts Contractor recovers from the Owner for those events. Payment on account of pending changes made by the Owner will be made only to the extent that Contractor receives payment from the Owner for Subcontractor's changed Work. Unless the change order as executed by Contractor reserves specific rights, an executed change order is a full and final settlement of all claims for time and compensation arising from the changes and events referenced in the change order.
- B. Work done on a time-and-material basis must be signed for daily by Contractor's authorized representative and invoiced weekly no later than the month in which the Work was done. No payment for time-and-material work will be made unless the Work has been authorized in writing by Contractor's representative, outlining the rates and terms of payment and the appropriate daily approval requirements. A signed ticket is not an acknowledgement that additional compensation is due or an acceptance of any Work.

Article 10: Contract Interpretation and Disputes

- A. Any disputes between Subcontractor and Contractor not involving the conduct of the Owner or the Contract Documents will, at the election of Contractor, be settled by arbitration by the American Arbitration Association under its Construction Arbitration Rules, or by a specified arbitrator or different arbitration service if the parties so agree in writing. The arbitration may include other parties if appropriate. The award rendered by the arbitrator(s) is final and may be entered in and enforced through any court having jurisdiction. Arbitration will be in the county of the Project unless the parties agree otherwise in writing. The arbitrator must apply the laws of the

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state of the Project and this Subcontract in determining responsibility and liability, and explain in writing the factual and legal basis for the decision. The arbitrator will have the authority to award the prevailing party its share of the arbitration costs. Absent such an award, each party will pay its pro rata share of the arbitration costs. The prevailing party will be entitled to attorneys fees for the arbitration only to the extent that such fees are required by applicable law, or to the extent that the arbitrator finds that it is equitable and just to award some or all such fees because either: (i) the claims or defenses of either party were asserted or maintained without a reasonable basis in fact or law; or (ii) the party seeking its fees had made a written offer of settlement which was rejected (or to which no response was provided) and: (a) if the requesting party is the claimant, then the requesting party recovered as much or more than its offer; or (b) if the requesting party is the defendant, then the requesting party prevailed in the arbitration at least to the extent that the claimant did not recover more than the amount of the written offer. The prevailing party in any litigation required to enforce or vacate an arbitration award will be entitled to recover its attorneys' fees and costs.

- B. If disputes between Contractor and Subcontractor involve the conduct of the Owner or an interpretation or requirement of the Contract Documents, then Subcontractor must follow all claim, notice and disputes procedures and requirements of the Contract Documents, and Subcontractor recognizes that it may be joined into any court or arbitration proceedings required by the Contract Documents. Subcontractor is bound to Contractor to the same extent that Contractor is bound to the Owner by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made by the party, board or court authorized in the Contract Documents or by law, regardless of whether Subcontractor is a party to the proceedings. Subcontractor will, as a condition precedent to its right to prosecute any claim, comply with all notice, claim and dispute resolution provisions of the Contract Documents, including allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option: (i) present to the Owner in Contractor's name or (ii) authorize Subcontractor to present to the Owner in Contractor's name, all of Subcontractor's claims, and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Contract Documents. If the dispute is prosecuted or defended by Contractor, Subcontractor at its expense agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for Subcontractor's allocable share of reasonable costs incurred by Contractor in connection with the dispute, including attorneys' fees. Subcontractor will timely furnish Contractor with any claim certification required by the Contract Documents or by a Legal Requirement, in a form satisfactory to Contractor, and agrees to indemnify, defend, and hold Contractor harmless from any losses, claims, damages or expenses Contractor may incur as a result of Subcontractor's failure or inability to support any part of the claim as required by the certification or by a Legal Requirement. Contractor will not certify a claim when it cannot do so in good faith.
- C. If Contractor or its surety notifies Subcontractor in good faith that any arbitration or lawsuit brought under Article 10.A involves a controversy within the scope of Article 10.B, then dispute process under Article 10.A must be stayed until the procedures under Article 10.B are completed.
- D. If Contractor elects not to invoke the arbitration procedures set forth in Article 10.A, then all claims, disputes and other matters in controversy between Contractor and Subcontractor arising out of or relating to the Subcontract and covered by Article 10.A will be resolved through litigation in the state court in the County of the Project or in the federal court closest to the location of the Project. The prevailing party will be entitled to recover its reasonable attorneys' fees and court costs in connection with any such litigation. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT, UNLESS THE MATTER ARISES UNDER ARTICLE 10.B AND THE CONTRACT DOCUMENTS ALLOW THE OWNER A RIGHT TO TRIAL BY JURY.
- E. The warranty period specified in the Subcontract or in the Contract Documents is not the exclusive period during which Subcontractor is liable for defects in its Work; that liability will extend to the end of applicable statutes of limitation and/or repose.
- F. Unless otherwise agreed in writing by the parties, Subcontractor will timely and fully perform the Work during any dispute and Contractor will make payments to Subcontractor to the extent required. Subcontractor will make relevant books and records available for inspection and copying if it asserts a claim for additional compensation or if Contractor reasonably contends that Subcontractor is in default under this Agreement.
- G. This Subcontract is governed by the laws of the state of the Project, without regard to any contrary conflicts of laws rules of that state. Both parties waive all claims for their own special, indirect or consequential damages in

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connection with any dispute or claim related to this Subcontract or the Project. This waiver does not preclude liability for liquidated damages or consequential damages assessed by Owner or payable to third parties.

Article 11: Termination

- A. Contractor may terminate this Subcontract for Contractor's convenience and without cause by written notice to Subcontractor. If there has been a termination for convenience of Contractor's contract with the Owner, then Subcontractor will be paid the amount if any paid by Owner to Contractor as termination costs for Subcontractor's Work. In case of termination just for Contractor's convenience, Subcontractor will be paid for Work executed through the date of termination and reasonable demobilization costs. No recovery will be allowed for overhead or profit on any Work not performed by the date of termination.
- B. If Subcontractor is terminated for default in whole or in part due to its failure to cure or commence to cure a default as required by Article 5.B, that termination will not relieve Subcontractor of any liability for damages, claims or suits caused by any default or arising from the termination. If a court or arbitrator determines that Contractor erred in terminating Subcontractor for default, Subcontractor is limited to the damages it would have recovered had it been terminated for convenience.
- C. Subcontractor is not entitled to unabsorbed overhead, anticipatory profits or any similar damages for any termination. Upon receipt of termination payments, the parties will have no further obligation to each other except for Subcontractor's obligations to perform corrective and/or warranty work relating to Work actually performed by Subcontractor, to indemnify, defend, and hold harmless Contractor as provided in this Agreement, and to maintain required insurances regarding its Work in place.

Article 12: Miscellaneous

- A. If the Contract Documents identify certain public procurement clauses, regulations, or laws applicable to this Subcontract and the Project, then **Exhibit L** restates some or all of those clauses as required by the Contract Documents. Subcontractor confirms its obligation to comply with all applicable clauses in **Exhibit L**, the Contract Documents, and all Legal Requirements. Subcontractor will insure that all clauses and obligations of **Exhibit L** and/or the Contract Documents are included in all Lower Tier subcontracts and purchase orders as required by **Exhibit L** or the Contract Documents. On all projects that receive federal, state or local funding, Subcontractor will comply with Contractor's Equal Employment Opportunity Policy set forth on **Exhibit M** attached and in addition will comply with all such policies promulgated by any governmental authority.
- B. To the extent that Subcontractor is obligated by this Subcontract or the Contract Documents to perform any design or design- assist services, Subcontractor will comply with all requirements of **Exhibit N**.
- C. All notices, consents, requests or other communications will be in writing, unless otherwise expressly provided to the contrary and will be deemed to have been made or given on the date sent when e-mailed, hand-delivered, or transmitted as electronic facsimile to the other party, at the address noted in the Subcontract. If notice is sent by first class mail or by overnight or similar services, it will be deemed made three (3) business days after mailing or upon receipt, whichever is first. Either party may designate a different address by written notice given to the other.
- D. **Exhibit O** includes any changes to this form required by the law of the state of the Project. If any provision of this Subcontract is determined to be illegal, invalid or unenforceable under present or future laws, the parties intend the remainder to be unaffected and enforceable. In place of each clause or provision that may be determined to be illegal, invalid or unenforceable, and to the full extent permitted by law, the court or arbitrator is authorized to add a legally permissible clause or provision as similar as possible to that found unenforceable.
- E. This Subcontract has been reviewed, negotiated and accepted voluntarily and after due consideration, with advice from counsel as the parties deemed appropriate, and represents the entire agreement of the parties. This Subcontract may be amended only by change order signed by the parties. No part of this Subcontract may be assigned by Subcontractor without Contractor's written consent.
- F. Except as required by law, Contractor's sureties have no greater or different obligation to pay Subcontractor than does Contractor, and further are entitled to enforce this Agreement if the sureties perform in place of Contractor. Contractor's surety is an express third party beneficiary of this Subcontract. Owner, Architect and Owner's lender

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are third party beneficiaries to the extent required by the Contract Documents. There are no other third party beneficiaries.

G. Execution of the Prime Contract by Owner and Contractor is a condition precedent to the effectiveness of this Subcontract.

H. The persons executing this Subcontract, and any change orders, claims, and lien or claim waivers or releases on behalf of Subcontractor, have actual authority to execute those documents.

EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: _____
Work Performed Through _____

Subcontractor's Name: We Are Architects (Training)
Subcontractor's Address: 123 Main Street , Charlotte, NC 28203
Phone Number: 704-319-4000
Fax Number: 704-319-4001

Project Name: UNCW Parking Deck II Project No.: Cardivtest Date: _____
Owner: _____

Description of Work: Scope of Work

Original Contract Amount: \$50,000.00

Change Order Total: _____

Through C/O#: _____

Total Revised Contract _____

Value of Work Performed to Date _____

Value of Materials Stored On Site _____

Value of Materials Stored Off Site _____

Current Month (Stored Materials) _____

Total _____

Less 5.0000 % Retainage _____

Amount Earned to Date _____

Less Previous Billings/Payments _____

Less Adjustments/Joint Checks _____

Less Pending Back Charges _____

Total Amount this Requisition _____

Subcontract	<input type="checkbox"/>	Purchase Order	<input type="checkbox"/>
Other Contract Type _____			
Unit Price	<input type="checkbox"/>	Lump Sum	<input type="checkbox"/>
Bonded	<input type="checkbox"/>	Unbonded	<input type="checkbox"/>
Subguard	<input type="checkbox"/>	Alternate Plan	<input type="checkbox"/>
Contract Increased 20%?	Y <input type="checkbox"/>	N <input type="checkbox"/>	
If yes, bond rider received	Y <input type="checkbox"/>	N <input type="checkbox"/>	
EEO Reports Current	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Certified Payrolls Current	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Insurance Status _____			
Insurance Expiration Date	_____		
Release Attached	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Tier/Supplier Release	Y <input type="checkbox"/>	N <input type="checkbox"/>	
if Required			
Reducing Retention	Y <input type="checkbox"/>	N <input type="checkbox"/>	
If reducing retainage, reducing	From <input type="text"/>	To <input type="text"/>	
Consent of Surety for retention reduction if bonded	Y <input type="checkbox"/>	N <input type="checkbox"/>	
New materials stored off site	Y <input type="checkbox"/>	N <input type="checkbox"/>	
If yes, attach stored materials checklist			
Final Payment	Y <input type="checkbox"/>	N <input type="checkbox"/>	
If yes, see attached checklist			
Owner Billing Number	_____		
Owner Payment Rec'd Date:	_____		
Payment Terms:	_____		
Pay Select #	_____		

For Balfour Beatty Construction Use Only:

	CO #	Vendor #	Job #	Contract No.
			Cardivtest	001
Date	Invoice #	Description		
Gross Amount		Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code		
Yes				
No				
Halt Codes:				

Approvals:

PM / Date

PA / Date

APA / Date

EXAMPLE **EXHIBIT "A"**

DATE: _____

CONTRACT DOCUMENTS

PRIME CONTRACT BETWEEN OWNER AND CONTRACTOR:

(Example:)

AIA DOCUMENT 111 Between (Owners Name) and (Contractors Name) Dated: _____

SPECIFICATIONS:

(Name of Specifications if applicable)

(Example:)

Project Manual for (Name of Project)

Dated: _____

Project No. _____

OTHER DOCUMENTS: (If not listed in the Specification or manual above)

(Examples:)

General Conditions

Dated: _____

Supplemental Conditions

Dated: _____

Special Provisions

Dated: _____

Soils or Geotechnical Reports

Dated: _____

Addendum's

Dated: _____

AIA GENERAL CONDITIONS A201

Dated: _____

Any other documents referenced in the Prime Contract not incorporated or referenced in the Subcontract Agreement where the intent is to bind the Subcontractor to the same terms and conditions. (this could possible include Qualifications and Clarifications Exhibit of the Prime Contract if they are not a part of the Subcontract Agreement)

DRAWINGS:

Sh #	Title	Date	Rev #	Rev Date

BALFOUR BEATTY CONSTRUCTION, LLC

Exhibit A – Contract Documents (Rev. 12/14/12)

Exhibit B

Sample Subcontract Scope of Work (Shell)

SAMPLE SCOPE OF WORK

1. DEFINITION, CORRELATION AND INTENT:

Subcontractor agrees to make the project complete in every respect insofar as this Subcontract is concerned in strict accordance with **Bid Package No. 00A - INSERT NAME OF PACKAGE**, the Contract Documents listed on Exhibit "A" and shop drawings and submittals as approved by the Architect and/or Owner. The Subcontractor shall not perform any portion of the work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, Manufacturer's Instructions or Samples for such portion of the work. The Subcontract includes but is not limited to providing of all submittals, shop drawings (and associated engineering), trade coordination, layout, hoisting, supervision, tools, equipment, scaffolding, supplies, incidentals, plant, labor, materials, services, cutting, cleaning, and any other work or systems required to perform the work as described below:

2. SPECIFICATION REFERENCE:

The organization of the specifications into divisions, sections and articles, and the arrangement of the drawings shall not control the **Contractor** in dividing the work among the Subcontractors or in establishing the extent of the Work to be performed by any Subcontractor.

Reference is made to the following Divisions of Work and Specification Sections which relate to the Scope of Work, but is in no way intended to limit or alter the intent of the Contract Documents:

<u>SECTION NO.</u>	<u>TITLE and DESCRIPTION</u>
---------------------------	-------------------------------------

DIVISION 00	BIDDING REQUIREMENTS , complete;
DIVISION 01	GENERAL REQUIREMENTS , complete;
DIVISION 00	INSERT TITLE OF DIVISION HERE
SECTION 00000	INSERT TITLE OF SECTION HERE, complete
SECTION 00000	INSERT TITLE OF SECTION HERE, pertinent portions thereof applicable to the work of this Subcontract;

*Continue by adding or deleting above all pertinent Divisions and Sections as titled in the project specifications. When used, Divisions 01 and 02 are typically always "Complete". It is not necessary to put complete by other divisions. Sections are either "Complete" or "Pertinent portions thereof applicable to the work of the Subcontract." **DELETE THIS NOTE!***

3. INCLUSIONS:

It is understood and agreed this **Insert Title Work** includes all inclusions as described in the following subparagraphs regardless of whether or not they are in the above specifications or any other specification section or shown on the plans:
(Example "Electrical Work" DELETE)

3.A. Design Intent

1. It is the intent of the Scope of Work to convey to this Subcontractor the total responsibility for the **INSERT TITLE OF SCOPE HERE** Work required for the **NAME OF PROJECT**. This Subcontractor understands that due to the "Fast Track" nature of this project, Construction Documents may not be 100 percent complete and will develop as the project progresses. However, the Subcontractor shall perform all work required or reasonably inferred under the best practices in the Construction Industry for a complete and fully functional and operational system(s) for the purpose intended.
2. This project will require the Subcontractor to work as a team member with the Contractor and other members of the project team through the completion of construction to assure that all work required by this Scope will be performed in such a manner that it is complete, fully functional, and in accordance with the contract documents within the contract price.
3. References to the term "Contractor" in the Drawings and Specifications shall be interpreted to mean work by this Subcontractor as they relate to this scope of work.

Use the above paragraphs to convey the subcontractor's responsibility for completing the work of his subcontract as described by the nature of completeness of the drawings and specifications. The paragraph should be changed to reflect additional responsibility with Design Build project. DELETE THIS NOTE!

3.B. Insert Title Scope of Work Specific Inclusions

The Subcontractor shall furnish and install the work of this Subcontract in accordance with the Contract Documents, including, but not limited to the following:

- 1.
- 2.
- 3.

Above, bold and underline the word "Work" always remains Ex. "Electrical Work" Use the above paragraph to list inclusions specific to the trade. Refer to sample scopes of work in SOP for examples. DELETE THIS NOTE!

3.C. Related Requirements

The following related requirements apply to the work of this Subcontract whether provided by the Subcontractor, Tier Subcontractors or Others:

- 1.
- 2.
- 3.

Use the above paragraph to list requirements related to the trade. Refer to sample scopes of work in SOP for examples. DELETE THIS NOTE!

3.D. Coordination with Other Trades and Authorities

This Subcontractor is responsible for coordinating with the other trades and authorities to ensure the proper installation of the work and to ensure work is not delayed.

- 1.
- 2.
- 3.

Use the above paragraph to list specific items of coordination with other trades or authorities. Refer to sample scopes of work in SOP for examples. DELETE THIS NOTE!

3.E. Field Engineering

This Subcontractor shall be responsible for all layout and engineering, including horizontal and vertical control which is required to complete this Scope of Work. Subcontractor is further responsible for coordination, layout, and location as applicable of all equipment, piping, conduit sleeves and block outs. The **General Contractor** will provide:

1. Two control Lines on each level and in each structure.
2. Bench marks for elevation control on each level and in each structure.
3. Bench marks for elevation control as necessary to complete work on site.

The above are standard Company requirements. Modify only as necessary to reflect project specific requirements. DELETE THIS NOTE!

3.F. Special Schedule Requirements

- 1.

Provide above any special scheduling requirements or delete in entirety. DELETE THIS NOTE!

4. EXCLUSIONS:

The Following Items are specifically excluded from the work of this Subcontract.

-
- A.
 - B.
 - C.

*List above all specific items not in the scope of work. At the end of each item denote which other entity provides that exclusion.
Example: (By Electrical Contractor) DELETE THIS NOTE!*

5. UNIT PRICES:

Balfour Beatty Construction reserves the right to modify the work in accordance with the following Unit Prices at the costs as noted. Unit Prices are good throughout the duration of the project and include all burdens, overhead markups, and profit.

- A.
- B.
- C.

*Above, if there are no Unit Prices Insert “NOT USED” after the words Unit Prices and DELETE the paragraph and numbers below.
DELETE THIS NOTE!*

6. ALTERNATES OR OPTIONS:

Balfour Beatty Construction reserves the right to modify the work in accordance with the following alternates or options at the costs as noted. Alternates or Options are good throughout the duration of the project and include all burdens, overhead markups, and profit.

- A.
- B.
- C.

Above, use the appropriate term either Alternates or Options, or both. If there are no Alternates and/or Options Insert “NOT USED” after the words Alternates or Options and delete the paragraph and numbers below. DELETE THIS NOTE!

7. RECAP OF CONTRACT AMOUNT:

The Total Subcontract Amount is arrived at and recorded as follows:

Original Bid Amount	\$000,000
Add for Payment and Performance Bond	\$000,000
Add or deduct for Selected Alternates or Options	<u>\$000,000</u>
TOTAL SUBCONTRACT AMOUNT	\$000,000

*The above recap is used to record how the Contract Amount was arrived at and is recommended to be used for record. Include or exclude items as appropriate. If you don't use this recap delete the words "Recap of Contract Amount and insert "**NOT USED**". **DELETE THIS NOTE!***

8. CLARIFICATIONS:

The following clarifications apply to this Subcontract:

- A.
- B.
- C.

*Use the above paragraph to clarify and document mutually agreed to scope of work changes prior to award of the Subcontract. If there are no Pre-Award Clarifications, delete those words and insert "**NOT USED**". **DELETE THIS NOTE!***

END OF SCOPE OF WORK

INFORMATION APPLICABLE TO ALL BID PACKAGES

Bid Package Intent:

In general, this Bid Package is comprehensive to specific CSI Division Work and related Work as referenced, indicated on, or implied by the Project Drawings, Specifications and Project Manual. Subcontractor acknowledges that the following Scope of Work detail is provided as a courtesy and must be used in conjunction with all Project Documents. Scope of Work detail listed is not intended to describe a complete and final work scope. It is provided as a summary overview only.

1. DEFINITIONS

The term “**provide**” means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.

The term “**include**” means to furnish and install, including all labor, materials, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items to perform the work.

The term “**furnish**” means to supply materials, including delivery, taxes, and applicable bonds. Coordinate all deliveries with the receiving Subcontractor.

The term “**install**” means to receive, inventory, sort, store, distribute, and install, including all labor, supervision, equipment, tools, storage, insurance, taxes, applicable bonds, and all other items necessary for the installation of the work.

The term “**maintain**” means to assume all responsibility for, to maintain structural integrity of, and to keep in proper working order for the duration of the Project, or until no longer required as directed by Balfour Beatty/Metcon.

Addenda: Formal changes or clarifications issued by the Owner or Owner’s representative to all identified bidders during the bidding period. When modifications are not included in the original bid documents, the issuance of addenda is a process by which bidders can be updated on design changes and clarifications. If such changes or modifications were made after the contract award, these items of work have to be addressed as changes.

Allowance: Amounts included in subcontracts as part of the base bid amount for work above and beyond the work outlined in the bid package scope of work sections (note that: a) these hours are inclusive of all field and office costs, b) the total value of these allowances included by the subcontractor are to be broken out on the bid form, c) verification of any allowance usage must be signed off on by the Contractor to be validated for billing purposes, and d) all unused portion(s) of these item(s) will be reconciled at the completion of the project via deductive change order):

Alternates: Ideally, on a lump sum contract the low bidder will be determined as the party submitting the lowest bid. The determination and selection of the lowest bidder are made more complex when the Project includes alternates. Alternates can be viewed as modifications to the base bid. They may consist of changes in the structure of a project, changes in the quality of the material to be furnished, the inclusion of additional items of work, the deletion of specified work items, and so on.

Base Bid: Refers to the Total Lump Sum price for all the work outlined in the scope of work, and specified in the contract documents.

Bid Bond: Issued to give assurances that the Subcontractor will enter into a binding construction contract and will provide the required payment and performance bonds if the contract is awarded

to him/her. If the Subcontractor fails to do this (sign the contract and furnish the required bonds), the bond stipulates that a responsible party (the surety) will pay the damages.

Bid Form: The bid documents usually include a bid form on which the bids are to be submitted. There are very compelling reasons to use a specified bid form for all bidders. This form will facilitate analysis and comparison of the bids so that irregularities can be detected quickly. For Subcontractors, it ensures accuracy in providing the necessary information and prevents the possibility of having omissions in the bids.

Payment Bonds: Gives protection to the Owner if the Subcontractors and suppliers are not paid by the prime Contractor. Payment bonds prevent liens. Basically, the Subcontractors are paid by the surety if the Contractor fails to pay them.

Performance Bonds: Assures that a financially responsible party will stand behind the prime Contractor if he or she does not perform properly. These bonds usually state a specified dollar amount as a limit to the liability of the surety.

Unit Prices: Unit Prices are used when the Project is fairly well defined but the actual quantities may be difficult or impossible to estimate the accuracy until after construction has started. Thus, the unit price is utilized as a means to establish the payment to be made to the Subcontractor based on precise measurements of in-place field quantities. Unit prices shall be added via change order to this subcontract on an as-need basis. Additional performance requirements above and beyond the provisions of this agreement and following expenditure of any allowances listed above will be performed on an hourly unit basis not to exceed a flat fee which shall include all field costs, printing costs, home office overhead, engineering fees, profit, etc. as follows (note that: a) any additional scope of work must be pre-approved by Contractor in writing prior to Subcontractor proceeding with such work; any unauthorized extra work will not be considered for payment, and b) at any time, the Contractor has the right to re-advertise for bid portions of the work on a lump sum competitive basis rather than electing to utilize unit prices detailed under this agreement).

2. GENERAL

1. In the event of any conflicts between these provisions and the contract documents, the more stringent shall govern.
2. Subcontractor will provide competent superintendent on site at ALL times during construction. This individual will have the authority to make decisions on behalf of the subcontractor in regard to manpower and construction sequencing.
3. Subcontractor shall be solely responsible for obtaining all licenses, permits, and inspections required for the completion of the work covered under this Contract.
4. References to the term "Contractor" in the Drawings and Specifications shall be interpreted to mean work by this Subcontractor as they relate to this scope of work.
5. Subcontractor acknowledges that the site has very limited storage space and coordination of deliveries with the Contractor's Superintendent and the project schedule will be critical.
6. There is a minimal amount of on-site parking. It is strictly reserved for Supervisor's only and must be approved for use by the Balfour Beatty/Metcon Superintendent.
7. Subcontractor shall be responsible for washing the tires and undercarriages of all vehicles and equipment associated with this scope of work prior to leaving the site at the designated exit locations. Subcontractor shall be responsible to cleanup all soils and debris that are tracked off site on a daily basis or more often if needed.
8. All materials shall be delivered in their original, unopened packages and must be protected from exposure to the elements. Damaged, deteriorated, or unused materials shall be removed from the premises or as directed by the CMAR
9. Subcontractor shall be responsible for all equipment and labor necessary for unloading, hoisting, and distribution of his materials required for the project. Subcontractor shall be solely

responsible for re-distribution and/or relocation of his materials as directed by Contractor for the continuation of other activities. Subcontractor shall provide qualified licensed operators for all equipment required.

10. Multiple mobilizations shall be required to perform this work. Subcontractor shall provide all required mobilizations at no additional cost. however if directed to remobilize due to damage or negligence by others trades, these additional mobilization costs will be passed on to these trades.
11. Proper location and installation of all materials shall be the sole responsibility of Subcontractor.
12. Subcontractor shall attend all coordination meetings that will be held at the Contractor's office on site prior to any installation. In these meetings, Subcontractor, shall notify Contractor of any other trades work that may prohibit the installation of Subcontractor's work.
13. Subcontractor will coordinate a pre-construction meeting with their onsite Supervisor/Foremen, Manufacturer, Contractor, Architect and Owners Rep prior to starting work to review the manufacturer's requirements and the Contract Documents.
14. In the event of any conflicts between these provisions and the contract documents, the more stringent shall govern.
15. Subcontractor shall at all times respect the work of other crafts and shall take all necessary precautions to avoid damaging such work. If the Subcontractor damages such work, repairs shall be made at Subcontractor's expense.
16. Subcontractor shall proceed with the work only as directed by the Contractor.
17. Subcontractor shall provide all labor and material warranties in accordance with the specifications.
18. Subcontractor shall be responsible for theft, damage, and loss to all materials stored on site.
19. Subcontractor shall provide physical samples of all products, specification sheets (including flame spread information), SDS sheets, maintenance, and warranty documents to Owner, Architect, and Contractor at no cost.
20. Subcontractor shall examine substrates for any condition that would affect proper installation according to the plans and specifications. Subcontractor shall notify Contractor within (1) week prior to schedule start dates of any discrepancies. Application constitutes acceptance of substrate.
21. Subcontractor includes all required field measurements, and layout of all work and patterns is included.
22. Subcontractor shall punch-out all work included in this scope and shall correct all incomplete and/or defective work within the time frame allowed by the Contractor. Subcontractor shall enumerate his own punch list and execute same prior to punch out by Contractor.
23. This Subcontractor shall provide all testing data required by the Contract Documents. Tests shall be documented and submitted to the Contractor including all close out manuals, warranties, and certificates upon completion of the Work. Each roofing system warranty shall commence from the date of each Building's Date of Substantial Completion.
24. Subcontractor is responsible for unloading, distribution, storage, security, breakage, and loss of all materials.
25. Subcontractor will provide competent superintendent on site at ALL times during construction. This individual will have the authority to make decisions on behalf of the subcontractor in regard to manpower and construction sequencing.
26. Subcontractor shall conform to all QA/QC requirements of the Contractor.
27. Subcontractor shall perform cleanup of subcontractor related work in work areas daily. If cleanup is not performed daily, after 48 hours prior written the Contractor will direct temporary labor to perform this work and all costs associated with the cleanup will be deducted from this subcontract.
28. **Silica Standard: Per OSHA regulations, at no point will subcontractors be allowed to disturb silica (RCS) containing products/materials without the following submittals:**

- Respirable Crystalline Silica Program – 1926.1153
- Respiratory Protection Program - 1910.134
- Training documentation
- Competent person identification/declaration – Silica
- Written silica exposure control plan (resource - www.silica-safe.org)
- Table 1 Compliance (if applicable)
- Air Monitoring/Sampling data or Objective data (if applicable)

29. Per Article 5 of the Special Provisions, each subcontractor is required to provide manpower for participation in a composite clean-up crew. This amount is to be identified as a separate line item in your contract SOV. At our discretion, the CM has the right to reduce your contract via a deductive change order prior to the subcontractor beginning work, and will provide said composite clean-up on behalf of the subcontractor(s). This will and does not eliminate your subcontract requirement to provide daily clean-up of your own trash as outlined in Article V paragraphs 1, 2, 3 and 4 and any other requirements of the Subcontract.
30. Subcontractor shall be responsible for maintaining a current set of as-built documents for this Scope of Work with periodic updates occurring as necessary but no further apart than on a monthly basis. Subcontractor shall be responsible for reviewing said documents periodically with Contractor at his discretion. Such as-built information should contain dimensioned locations from known points (building corners, etc.), sizes and material classes, elevations, etc. In the event Contractor determines the as-built documents are not being prepared accurately and/or not being updated on a regular basis, Contractor may recommend that progress payments be withheld from Subcontractor until such time the as-built documents are appropriately updated.
31. Please refer to the attached campus routing map for all jobsite deliveries and access. This Route (College Road onto Hurst Drive, left onto Hamilton Drive, right onto Riegel Road, left onto Price Drive and left onto job site) is the only approved construction traffic routing for the duration of the construction.
32. There will be a fenced area at the existing Chancellors walk that will be used for breaks (reference the site logistics plan). This area is to be kept clean by all parties. Abuse/Neglect of this area will not be tolerated.
33. **This is a lump sum subcontract. Pricing includes any escalation required for the duration of the project.**
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SUBCONTRACT SPECIAL PROVISIONS

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PROJECT PROVISIONS

These provisions shall apply to all Subcontractors on this particular project. The following Special Provisions modify, delete and/or add to the Subcontract Agreement. Where any paragraph or subparagraph in the Subcontract Agreement is supplemented by one of the following paragraphs, the provisions of such paragraph or subparagraph shall remain in effect and the special Provisions shall be considered as added thereto. When any paragraph or subparagraph in the Subcontract Agreement is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

1. GENERAL

In addition to the Standard Form Agreement, each Subcontractor must comply with paragraphs (1) through (4) below:

- (1) **Complete submittal of product data, basic shop drawings, certificates, test reports, etc. no later than 28 calendar days after Subcontract Execution for industry standard submittals.** The construction schedule for this project will identify any longer submittal requirements which take into account design, engineering or coordination for shop drawing preparations including structural steel, precast manholes, architectural precast, curtain wall and storefronts, metal studs, metal panels, casework, fire sprinkler, air handlers, chillers, MEP coordination drawings, HVAC controls, fire alarm, light fixtures, and switchgear. CM will coordinate an expedited review of all submittals with the Architect. Materials will be released immediately upon approval for an expedited fabrication and delivery time to comply with the material needs of the project schedule.
- (2) **Resubmit any items within a maximum of 10 calendar days after being returned for correction (or as required to maintain schedule).** The resubmission shall be submitted as one complete package from the Subcontractor/Failure to submit correct or timely submittals does not relieve this subcontractor of material delivery obligations in accordance with the project schedule.
- (3) **All subcontractors shall submit to the Construction Manager's field office all Material Safety Data Sheets (MSDS) for all hazardous substances as defined by Government authorities at the time of delivery.** This shall be a job specific submittal, not a generic company-wide submittal.

2. SCHEDULE OF VALUES

In addition to any other provisions listed herein, Subcontractor hereby agrees to allocate a reasonable and fair share of cost as determined by Contractor (cost value equaling as if all work was outsourced to a 3rd party) in the schedule of values for requisitioning of the following items of work under this Agreement. These costs cannot be included as mobilization. The below items are the most instrumental tasks in our industry to start and finish projects strongly, so these items cannot be taken lightly by the Contractor or Subcontractor when setting the value of these tasks. Retainage is not the financial withholding mechanism to cover the costs below as these items are considered cost of the work activities that the Owner and Contractor has hired the Subcontractor to produce:

- (1) Submittals – include samples, data sheets, Shop Drawings, Design Engineering, and Coordination Drawings (all separate line items)
- (2) Mock-ups – material selections and pre-installation, and first install work mock-ups
- (3) Close out - including redline digital as-builts, as-built coordination models (as applicable) professional surveys, owner maintenance manuals, attic stock, owner training, warranties, and extended warranties (all separate line items)
- (4) Commissioning requirements – include meeting attendance, pre-inspection checklists, and field verification (all separate line items)
- (5) Composite Clean up as defined herein
- (6) Punch list – in-lieu-of a specific line item for withholding punch list work on the schedule of values, Contractor will maintain a Quality Control log throughout the project which will be updated weekly. Contractor will reduce the Subcontractor's monthly payment application by 2x the open QC log/punch list items assigned to the subcontractor which are more than 14 days old (or less if impacting work by others) until item is corrected based on the subcontractor billing a percentage of work completed for that scope of work not in compliance.
- (7) At sole option of Contractor, Subcontractor may be asked to cash load the construction schedule for sole reasoning to accurately track revenue projections on a monthly basis to insure schedule completion. This will not be used a source of billing schedule of values.

3. SCHEDULE

Subcontractor is cognizant of the aggressive project schedule and has factored all required material expediting requirements, overtime and manpower loading to complete the work within Contractor's Project schedule. At sole option of Contractor, Subcontractor may be asked to man load the construction schedule for sole reasoning to accurately track subcontractor manpower against the subcontractor daily reports on a monthly basis to ensure schedule completion.

Subcontractor understands that the Contractor's schedule will NOT be available to subcontractors electronically in the scheduling software file type. Subcontractors are to coordinate with Contractor for updating purposes; no less than 1x weekly. Only paper copies or Electronic PDF versions will be distributed to Subcontractors.

Subcontractor recognizes that the Owner has a Substantial completion inspection (Project is to be Complete to allow Owner Occupancy including all inspections, Contractor/Architect-Engineer/Owner Punch lists, closeout documents, attic stock, Owner Training & Commissioning, etc.), and Certificate of Occupancy from the City or County Inspections, and a FINAL inspection requirement 30 days after Substantial Completion (Project is 100% complete including Owner Beneficial walk-thru punch list items, all warranties, and all change orders).

4. OVERTIME & WEEKEND WORK

The Project Schedule and liquidated damages from the Owner are based on calendar days (7 days per week, 52 weeks per year, 365 days per year). In accordance with the Project Schedule, Subcontractor will be asked to work a NET 40 hours per week with the entire work force for the entire project duration based on your scope of work to meet or exceed the overall project schedule requirements. NET 40 hours per week is defined as the subcontractor average work week on the project site, with entire work force and equipment, for the entire project

duration of your scope of work. The average 40 hours per week must take into full consideration of anticipated delays including the number of rain days, number of dry days from anticipated rain days, excessive cold or hot days, snow or ice storms including cleanup or non-accessible days, tropical storms or hurricanes including site preparation and cleanup, paid and unpaid company holidays, company events, mandatory training or meetings, etc. These anticipated delays account for approximately 40% loss time on the project schedule based on calendar.

Crews shall be of sufficient size to meet the schedule obligations including supervision, equipment, tools, etc. Schedule activities not meeting 100% completion requirement of the project schedule line item will require the Subcontractor to make-up time that week to complete those activities above the NET 40 hours per week at no cost to Contractor. It will not be acceptable to complete work to 90% and leave "loose ends" on the project which later creates a job within a job, creates out of sequence work, creates more of a mess in finished areas, etc. If the project schedule requires a Subcontractor to complete that task, Subcontractor will work that task until completed.

The Project Site will be open 56 hours per week, as a minimum, from 7:00 AM to 5:30 PM on Monday through Thursday, and 7:00 AM to 3:30 PM on Friday and Saturday in anticipation for the Subcontractors to work to recover from the anticipated 40% schedule delays listed in the above paragraph. With 72 hours advance notice, Subcontractors who are behind schedule, have excessive loose ends, or have not been meeting the NET 40 hours per week work schedule will need to have this work made up on Sundays or holidays at no cost to the Owner or the Contractor.

Each Subcontractor shall assume overtime will be required at no additional cost to Contractor to support other trades during the project which are time sensitive due to that particular task. Examples would be materials embedded in concrete or masonry work, items being backfilled, roofing, etc. when that Subcontractor is working extended hours.

5. AVAILABLE WORKING HOURS

Unless changed by Contractor and posted at the job site, standard available working hours are from 7:00 AM to 5:30 PM. Monday through Thursday, Friday and Saturday from 7:00 AM to 3:30 PM. All subcontractors shall observe these hours unless otherwise directed.

6. MOBILIZATIONS, CONCURRENT WORK, PHASED TURNOVER

Subcontractor acknowledges that the Project will have a phased turnover in accordance with the Project Schedule and that multiple mobilizations will be required and are included as part of the Subcontract Agreement. Additionally, Subcontractor acknowledges that the Project has multiple building areas and concurrent work on each building area will be required in order to complete on schedule, and that all costs for doing same are included. The Subcontractor further acknowledges that separate crews, supervision, material deliveries, shop drawings, inspections, etc. will be required for each of the building areas in order to maintain the project schedule, and that all costs for doing same are included.

Subcontractor shall mobilize within three (3) calendar days of Contractor's notification with complete work force, materials, supervision, labor and equipment available to maintain and complete scheduled activities

Subcontractor also acknowledges that subsequent bid packages and scopes of work will proceed and/or follow work under this agreement. Subcontractor is herein required to schedule and coordinate with such subsequent bid packages to ensure continuity of work.

Critical work Subcontractors (with equipment and logistical constraints) agrees to mobilize the field supervisor full time to the project at minimum of 3 days before scheduled start of work to understand the scope of work, issue RFI's, understand logistics, etc. to enable all trades to begin executing work in FULL force the subcontractor is scheduled to commence work.

7. LIMITATIONS OF OPERATIONS

Subcontractor hereby agrees to arrange his Work and his material as not to interfere with the operations of other Subcontractors engaged upon adjacent Work and to join his Work to that of others in a proper manner, and in accordance with the intent of the Plans and Specifications and to perform his Work in the proper sequence in relation to that of other Subcontractors, all as may be directed by Contractor.

ADMINISTRATIVE REQUIREMENTS

1. WEEKLY MEETINGS

Subcontractor understands that weekly project meetings and separate weekly safety meetings will be held on the job site. Subcontractor agrees to have the necessary and competent personnel attend all required meetings.

2. PRE-INSTALLATION CONFERENCE

Subcontractor shall attend a pre-installation conference conducted by Contractor which may be attended by Architect/Engineer, Owner's representative and Contractor's staff as deemed necessary by Contract Documents and scope of work. At this conference, Subcontractor's personnel, including Project Manager, Superintendent, vendors/suppliers and any other key personnel (including those specifically requested to be in attendance by Contractor) will be introduced and the Scope of Work will be discussed along with other key issues such as workmanship, quality control, schedule, safety, etc.

3. UNIT PRICES AND ALLOWANCES

Subcontractor has responsibility to quantify and obtain appropriate approvals for all allowance expenditures above prior to beginning work under this agreement. Contractor does not have the obligation, authorization, nor did the responsibility to make payment for work executed which has not been approved by Owner/Architect. Subcontractor has responsibility to quantify and obtain appropriate approvals for all unit price expenditures above prior to beginning work under this agreement. Contractor does not have the obligation, authorization, nor the responsibility to make payment for work executed which has not been approved by Owner/Architect

4. ELECTRONIC DOCUMENTS

Subcontractors, unless otherwise directed by the specifications, Owner, Architect or Contractor shall submit legible and clean submittals, as-builts, Warranties, Signed Change Orders, and RFI's digitally, through the medium agreed on by the project team. Files shall be scanned and transmitted as a PDF, and not as a picture (jpeg, jpg, png, gif, etc.). The PDF should be "First Generation" and indexed. A rescan of existing documents will not be accepted.

Subcontractors shall provide their field staff with the ability to connect to the internet. Due to large file sizes, adequate wireless internet service is required to prevent extended download and sync times that will render I-pads inoperable during the syncing or downloading period. If the subcontractor is unable to provide internet access and chooses to connect Contractors wireless for syncing or computer use they must provide Balfour Beatty/Metcon the following: an AC I-Pad charging station and chord, IP address of I-pad and/or computer, and proof

computer is utilizing an active virus protection software. Once the device is connected to Contractors network, Contractors internet Protocols supersede those of those of the users Company.

Subcontractors shall provide each of their superintendents and/or foreman with Apple I-pads, with at least 16 Gigabytes of memory dedicated to this job only. Superintendents and/or foremen are required to have an active email account, and if a company email account is being utilized, projects@velaserver.com, and Egnyte must be added to your company's list of accepted email addresses.

The subcontractor is responsible for downloading Good Reader, BIM 360 Field, and BIM 360 Glue (if subcontractor would like to use 3D Model). Subcontractors must set up a box account with the same email addresses provided to the CMAR Project team, and also accept the invitation sent to through velaserver.com to activate your account within BIM 360 Field. Project Managers, Foreman and/or Superintendents, are required to attend a training class, per a time and date set forth by The CMAR Project Team. Once information has been synced to the I-pad, it is the responsibility of each contractor to maintain up-to-date drawings, and documents, by syncing at least once daily to both BIM 360 and Good Reader. Any problems syncing should be reported to the CMAR Project Team immediately. CMAR is not responsible to sync subcontractors I-pads, and if subcontractors leave I-pads and/or computers in the CMAR office to sync, CMAR assumes no responsibility for lost, stolen, or damaged electronics.

5. DOCUMENT ORDER OF PRECEDENCE

In addition to the Standard Form Agreement, In the event of any conflict or discrepancies in the terms of the Contract Documents, this Agreement, and the attached Exhibits, the document order of precedence shall be interpreted as the most stringent requirement as solely determined by Contractor.

6. METHOD OF CALCULATING PAYMENT FOR EXTRA WORK

The cost or credit to Contractor resulting from a change in the Work shall be determined in one or more of the following ways at Contractor's option, in addition to the Standard Form of Agreement.

- (1) Lump Sum - A change order cost or credit may be determined by mutual acceptance of a lump sum proposal properly itemized and supported by sufficient data to permit evaluation.
- (2) Unit Price - A change order cost or credit may be determined by the use of the unit prices stated in the Contract Documents or subsequently agreed upon.
- (3) Time and Materials - A change order cost or credit may be determined on a time and material basis, using agreed upon hourly labor, equipment rates, material costs and applicable markups as indicated in the Standard Form of Agreement.
- (4) Other - A change order cost or credit may be determined by Contractor without any recourse by Subcontractor if mutual terms and acceptable pricing cannot be agreed to by using any of the methods described in Items A, B, or C above.
- (5) No change order work will be undertaken by Subcontractor without prior acknowledgment and approval of Contractor.
- (6) All allowable mark-ups shall be per the change order requirement in the Owner Contractor, Project Specifications, Subcontractor Agreement, and if not stated therein, it shall in no case exceed 15%.

7. CHANGES

Subcontractor lump sum price agreement includes all costs to complete the intended Scope of work as represented by the Contract Documents for this scope of work.

Should a discrepancy occur between design disciplines (plans and specification), the Subcontractor shall have assumed the most costly resolution based on the conflict identified in documents. As the Owner and Designer sees the Contract Documents as a "whole" package, the order of precedence for determining the Designers intent shall be assumed as the most costly. Order of precedence in determining the decision will be set forth in Owner-Contractor agreement, or in the front end definitions establish by the Architect for such requirements. (i.e. example of order of precedence would be Owner-Contractor agreement, Contractor-Subcontractor agreement, Project Specifications, large plan details, plan sections, floor plans, etc.)

Subcontractor will be reimbursed for changes in the work deemed as such by the Architect of Record, or if the Owner authorize additional work to the Scope of Work, or Contractor requests additional work beyond the Subcontract Agreement.

8. WEATHER

Weather delays are only as approved by the Owner which is in excess of the normal anticipated conditions established by Owner-Contractor Agreement. Subcontractor shall herein anticipate such delays and schedule work as time is of the essence. "Dry Time" days are not acceptable. Subcontractor shall include all necessary means and methods to dewater, aerate and/or hydrate work areas including access to in order to avoid delays in Project schedule at no additional cost to Contractor.

Subcontractor is also responsible for the protection of all materials from thermal (temperature) changes for work schedule to be installed in accordance with current schedule. Delays in material installations which can be protected will not be accepted as a cause for a schedule delay.

9. PERMIT FEES

In reference to the Work in this Agreement, Subcontractor shall obtain and pay for all required Federal, State, City and County Permit Fees, Right-of-Way Permits and Bonds, Encroachment Bonds, License Fees and Inspection Fees, including all Re-Inspection Fees, unless specifically excluded in Scope of Work.

10. SUBCONTRACTOR SUPERINTENDENT

In addition to the requirements of the Standard Form Agreement, Subcontractor represents that its superintendent is an expert in the Work, is a competent person as defined by OSHA, and is knowledgeable of all local safety regulations and local codes. The Subcontractor shall be represented at all job meetings by the superintendent and such other persons as Construction Manager from time to time wish to have present at job meetings. The superintendent shall be satisfactory to Construction Manager and shall not be changed except with the consent of Construction Manager, unless the superintendent proves to be unsatisfactory to Subcontractor or ceases to be in its employ. The superintendent shall represent Subcontractor and shall have full authority to make decisions and commitments regarding Subcontractor's Work; and all communications given to the superintendent shall be as binding as if given to Subcontractor.

11. EMPLOYEE REMOVAL

The Subcontractor shall immediately remove from the Project any employee, including the superintendent, who is not satisfactory to the Contractor's Project Manager, Owner, or Owner's authorized representative at no cost to Contractor and with no extension of time.

12. E-VERIFY

By the Consultant's signing of this Contract, said Consultant certifies that they are in compliance with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with North Carolina General Statute (N.C.G.S.) § et seq. In addition, to the best of Consultant's knowledge, any sub-consultant employed by Consultant as a part of this Contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § et seq.

13. STATE SALES and USER TAXES BONDING REQUIREMENTS

Subcontractor shall be responsible for paying for all sales, consumer, use, white good, and similar taxes arising out of the Work. These include, but are not necessarily limited to, all such taxes required on all materials, equipment, labor, accessories, and services which are part of the Work. Records must be maintained to record payment of required taxes. Owner may require documentation and/or affidavits regarding such payment, it is Subcontractor's responsibility to transmit this documented information. Final Payment will not be released unless Contractor has received required documentation.

14. PROPERTY DAMAGES

Subcontractor is responsible for repair and/or replacements costs for all damages caused by this Subcontractor's workers, deliveries, equipment, vehicles, etc. whether on-site or off-site

15. LIQUIDATED DAMAGES

Subcontractor is responsible for payment of liquidated damages set-forth in Owner/Contractor Supplementary General Conditions. Liquidated damages will apply to Substantial Completion date as well as Project Final Completion date. Contractor will begin deducting and withholding liquidated damages from Subcontractor monthly pay application as delays occur to ensure monies are available at conclusion of phase or Project.

16. ENGINEERING

All engineering must be performed by Engineer licensed in the State of North Carolina.

17. AS-BUILT DRAWINGS (RECORD DRAWINGS)

During the progress of the work, all Subcontractors shall record on their set of drawings the exact locations, as installed, of all underground and concealed conduit pipe and duct lines which were not installed exactly as shown on the drawings. This will be kept on the master electronic documents for the project. Pipe lines and ducts which are installed in furred spaces, pipe chases, or other spaces which can be readily inspected by the use of access panels or other means will not be considered concealed. Upon completion of the Work, this data shall be recorded to scale in ink or onto CAD drawings by a competent draftsman. Subcontractor shall provide preliminary as-built drawings for architect/engineer approval and a final as-built set in accordance with the project specifications. Each subcontractor as built drawings will be reviewed on a weekly basis by the contractor.

18. TRASH REPORTING

Subcontractors will be required to fill out the trash report on a monthly basis for any dumpster or trash removal supplied by this subcontractor. Pay requisitions will not be processed unless the updated document is attached.

SAFETY

1. OSHA MENTORSHIP PROGRAM

Should this project participate in a Partnership, Mentoring Program, or carry the NCDOL flag with the NCDOL OSHA; all onsite subcontractors will participate in a full-service consultative visit. The surveys will be conventional in that the reports will be forwarded to the subcontractor employer with a list of hazards provided to the general contractor by the consultants. During the survey, their safety program and commitment to worksite risk identification and mitigation will be evaluated. Through this evaluation each subcontractor will be able to utilize this service to better their program; in turn making their safety culture stronger.

2. PROJECT SAFETY TEAM

In addition to the Standard Form Agreement, Subcontractor acknowledges Contractor's commitment to providing a safe workplace and will cooperate and participate in establishing a Project Safety Plan. Said plan, at a minimum, will include the formation of a Project Safety Team which will meet regularly to review the status of overall Project Safety, discuss accidents and near-misses, promote training and safety awareness and develop mutual incentive programs that might be applicable. Furthermore, Subcontractor will provide written notice of who their on-site Safety Competent Person will be and forward any and all MSDS sheets related to their Work to Contractor prior to start of any work.

3. OSHA VIOLATIONS

In addition to the Standard Form Agreement, In the event Subcontractor is cited for violations of the Occupational Safety and Health Act, he shall be responsible for all penalties assessed against him. In the event Contractor is penalized due to Subcontractor's actions or failures to comply with the Occupational Safety and Health Act, Subcontractor shall hold Contractor harmless. Any penalties assessed against Contractor for violations of Subcontractor shall be deducted from amounts due under this Agreement.

4. PUBLIC CONVENIENCE AND SAFETY

Subcontractor shall, at all times, so conduct his work as to ensure the least possible obstruction to traffic. The safety and convenience of the general public, operational service providers, residences and/or businesses located near the Project, and the protection of persons and property shall be provided by Subcontractor.

In addition, Subcontractor understands that the Work is to be constructed near businesses and residences and Subcontractor shall use its best efforts, in conformity with the applicable standards of care, to perform its Work hereunder in a manner which will not interfere with the ongoing business operations including, without limitation:

- (1) Controlling noise, dust, insects, vermin and pests.
- (2) Requiring appropriate attire and conduct for Subcontractor's workers and the workers of Subcontractor of every level. Complaints received regarding attire or conduct will be grounds, at Contractor's sole discretion, for demanding removal of the offending parties.

- (3) Maintain Work hours and noise levels in accordance with the applicable City of Raleigh Requirements, County and City Ordinances and Contractor's requests.
- (4) Communication and/or fraternization between Subcontractor's personnel and the general public are strictly prohibited.
- (5) Unapproved Utility shut-downs or damages.

5. ACCESS

Subcontractor shall be responsible for providing safe access for testing agency and Engineer of Record to the work being fabricated, stored, or installed so that required inspection and testing may be accomplished. It is understood and agreed that any work under this scope found to be in non-compliance shall be corrected and re-tested at no cost to Construction Manager and/or Owner.

6. FUEL STORAGE

On-site storage of fuel will not be permitted without prior written approval of Contractor. If so approved by Contractor, Subcontractor shall provide a written plan citing OSHA requirements, and shall construct the Storage facility to meet or exceed all OSHA mandated requirements

7. EXTENSION CORDS

No extension cords will be allowed to be on the ground – No exceptions. All must be elevated to avoid any trip hazards, cords in water and will make it easier to clean up the work area at the end of the day. See Figure 1 below for an example of a spider cord management system that will be required. All cords will be supported from the structure above by a means that meets OSHA requirements and at the highest height possible. In no case shall a cord be lower than 7'.



Figure 1: Spider Cord Management System

CLEAN UP

1. CLEANUP

In addition to the Standard Form Agreement, daily cleanup of the construction area will be strictly enforced. Subcontractor shall perform cleanup and trash removal (on a daily basis) of all debris generated by Subcontractor to a central site container or truck as directed by Contractor.

Exception: Disposal and removal from the site of excess paint materials, residue from equipment cleanup operations, and other hazardous waste in accordance with governmental regulations shall be the responsibility of Subcontractor.

2. STREET CLEANING

Special care must be taken to prohibit any accumulation of dirt, dust and debris which might be blown or tracked into public areas or contaminate the projects interior air quality. Subcontractor shall provide prompt and continuous cleaning and maintenance of street and sidewalk areas. Subcontractor is responsible for cleaning all vehicles prior to exiting site. Washing streets with water containing sediment particles into storm water system is prohibited.

3. TOUCH-UP PAINTING & CLEANING OF EQUIPMENT

Subcontractor shall provide all equipment touch-up painting and cleaning of equipment as required for Subcontractor's Work. Owner expects new equipment at completion of project.

4. CLEAN UP EQUIPMENT

All subcontractors are required to have the following, or approved equal, clean up equipment with each crew and location: trash cart, flat shovel, push broom (Figure 2), and a HEPA filtered Dust Extractor with Automatic Filter Cleaning (Figure 3). The dust extractor must be equipped with disposable bags that are suitable for the material being cleaned, such as; fleece bags for heavier materials like concrete and drywall dust as to avoid tearing of the bag during disposal. Wet materials containing silica (such as wet concrete slurry) must be cleaned up before being allowed to dry, whenever possible. Dry materials containing silica must be cleaned up using wet methods and/or using a HEPA filtered Dust Extractor (Figure 3). Construction trash/debris must be cleaned up immediately. Both the trash carts and the HEPA Filtered Dust Extractor must be emptied and contents disposed of properly. The dust extractor must be maintained per manufacturer's instructions/ recommendations.



Figure 2: Trash Cart



Figure 3: HEPA Dust Extractor with Automatic Filter Cleaning

5. COMPOSITE CLEANUP CREW

THIS DOES NOT REPLACE DAILY CLEANUP OF IDENTIFIABLE SUBCONTRACTOR DEBRIS, STORED MATERIALS, OR ORGINAZATION OF GENERAL SITE AND WORK ZONES.

Each Subcontractor shall dedicate one (1) person for each ten (10) persons employed by the Subcontractor on site (or equal percentage thereof is less persons on site) for a composite cleanup crew for clean-up for entire duration of while Subcontractor is on-site performing work

or punch list for forty (40) hours per week. Composite crew will be responsible for cleaning up general trash, sweeping or vacuuming floors, emptying trash cans, cleaning up parking lots and lunch zones, demobilization of site clean-up for each trade, rain water or snow cleanup on floors, etc.

ACCESS/RESTRICTIONS

1. SURROUNDING OCCUPANCY

There are existing buildings adjacent to our property that will be occupied during the life of this construction. All work shall be scheduled at such time, and in such a manner, to minimize interference and inconvenience to the Owner/Occupants. Each Subcontractor must obtain the approval of the Contractor before starting any work within the lane adjacent to our project site, and submit a plan of how to maintain pedestrian and vehicular flow, demolition requirements, and temporary construction methods utilized, repairs, anticipated durations, etc. Subcontractor is responsible for all temporary access requirements to maintain Owner usage of disturbed areas.

2. VEHICULAR AND PEDESTRIAN TRAFFIC

Subcontractor shall not block off any public or private street nor use any part thereof for storage of materials unless approved by all applicable governing agencies and Contractor. Where affected by the Work, vehicular and pedestrian traffic shall always be accommodated and maintained in accordance with any special local requirements or in the absence of any such requirements, in accordance with the instructions of Contractor. Proper signage, indicating re-directed traffic shall be placed in appropriate locations throughout the project duration.

3. SIGNAGE

No signs will be permitted to be displayed at the jobsite or on trailers without written approval by both Contractor and Owner.

4. JOBSITE STORAGE/DELIVERIES

Subcontractor is aware of the existing Site Conditions, phased turnover requirements, overhead power transmission lines, underground utility work, tree save areas, and limited space availability. On-site storage of materials and equipment will not be allowed except as specifically approved by Contractor's Project Superintendent or Project Manager. Unless specifically approved in writing, Subcontractor shall not assume any space is available for on-site storage. Coordinate all delivery lay-down locations with the Contractor Project Superintendent **PRIOR** to offloading. All cost associated with relocating material and /or equipment will be the responsibility of this Subcontractor.

All deliveries for Subcontractor shall be coordinated through Contractor 24 hours in advance. If scheduled deliveries are not ready at the appointed time or if deliveries arrive without the ability to be unloaded during working hours, Contractor will refuse acceptance of materials and require deliveries to be rescheduled. Contractor will not allow delivery of materials to site without Subcontractor being represented on-site. Contractor will not receive, sign-for, accept or be responsible for materials delivered to the site or office trailer. Subcontractor has included in his subcontract price all off-site and phased storage as may be required.

Approval by Contractor of material storage locations shall only be construed by Subcontractor as temporary and for limited time duration. Contractor will not allow Subcontractor to procure "bulk deliveries" for Subcontractor convenience or for manufacturer purchase agreements. Each delivery of material shall only be approved for those materials of immediate or near future

installations. Subcontractor has included in his subcontract price all off-site and phased storage as may be required. In addition to article 4.5 of the Standard Form Agreement, Contractor will not be responsible for relocation costs of stored materials on-site since utilization of on-site storage for convenience is at Subcontractor's risk.

Subcontractor is also responsible for the removal, consolidation, relocation, securing, etc. of all materials and equipment not permanently secured to building structure to meet design strengths in case of impending weather condition emergencies at no cost to Contractor including hurricanes, snow storms, etc.

5. FLOOR LOADING

Floor loading is limited. All equipment and material storage must be approved prior to site mobilization and prior to staging in building. All costs to place equipment in the building and remove the equipment from the building will be the responsibility of this subcontractor

6. CONSTRUCTION PARKING

Subcontractor shall advise all of their employees that on-site parking is at a minimum. Parking in unauthorized parking areas on-site, within tree save areas, or outside of specifically designated parking areas will result in vehicles being towed at Subcontractor's and/or vehicle owner's expense. Requirements for supervisor and worker off-site parking shall be the responsibility of the subcontractor. Proper parking locations for construction parking will be noted on site by Construction Manager, and will be the only areas permitted to park.

7. OWNER FACILITIES

All Project employees are subject to the Owner's rules and regulations while employed within their property limits.

8. TEMPORARY OFFICES

Temporary offices at the construction site will be permitted only to the extent approved by the Contractor. Temporary office and equipment locations will be relocated in accordance with the project schedule at no additional cost to this subcontract

9. SITE ACCESS

Access to the site shall be gained only in areas and/or a route as determined by Contractor's Superintendent, and may be modified only to accommodate construction activities and phased turnover of project. Subcontractor is responsible for all ancillary removal and repairs costs for access points outside the Contractor provided access entrances. As well as any added traffic control or flagmen.

10. ROAD CLOSURES

This subcontractor is responsible for permitting of all street and lanes closures as required through municipalities. Subcontractor will coordinate with the Contractor at all times notify municipalities prior to starting work and coordinate inspections of means and methods as required.

11. FIRE LANES

All fire lanes must remain clear and accessible throughout the duration of the Contract. No material storage, laydown, or short-term parking will be permitted in these areas.

12. TOBACCO RESTRICTIONS

The use of tobacco products will not be allowed within the confines of this project. Each subcontractor shall police its own employees to ensure compliance with this policy.

13. BREAK AREAS

Eating will be allowed only in areas so designated by the Contractor, which will be located outside the Buildings. Subcontractor or its employees are not authorized to sell or distribute food or beverages at the jobsite without written consent of Contractor's Superintendent or Project Manager.

14. PHOTOGRAPHS

No photographs may be taken of the project without prior approval of the Contractor and Owner. Subcontractor acknowledges that there is an active webcam on-site.

15. VISITORS

All visitors must check in at the Contractor's on-site office prior to entering the project site and sign-in. Subcontractor is required to escort all visitors and provide visitors with required personal protection safety devices.

TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

1. Furnished By Subcontractor:

Subcontractor shall provide his own field office including toilets, electrical power service/meter and charges, telephone service connection and charges, etc. as required to perform the Work.

Except as expressly set forth elsewhere, Subcontractor shall, as part of the Scope of Work, supply, install, properly maintain, permit and remove all temporary construction facilities and utilities necessary for the complete performance of its Work. Such items shall include, but not necessarily be limited to those listed below. The type of facilities, move-in and move-out dates and locations on Jobsite shall be subject to and in accordance with the review and approval of Contractor's Project Superintendent.

- (1) Maintenance of Subcontractor's laydown, storage and Work area and roads within such areas. Repair costs to existing sod; landscaping or roadways damaged by Subcontractor outside construction limits are also included.
- (2) Rigging, Scaffolding and all equipment for erection.
- (3) All Small Tools
- (4) All standard expendable or consumable construction items and supplies
- (5) Drinking water including containers, ice and cups

- (6) All utilities including installation and monthly consumption cost as may be required for Subcontractor's jobsite trailers.
- (7) All Storage compounds, security measures, fencing, lighting, etc. as may be required by Subcontractor to protect tools, equipment and materials.
- (8) First Aid Supplies, fire extinguishers, personal protective devices, etc.
- (9) Builder's Risk Insurance Deductibles and additional Builder's Risk Insurance;
- (10) Material and Equipment hoisting to elevated floor and roof areas.
- (11) Access roads to work areas, crane pads, etc.
- (12) Employee access to work areas including ladders, scaffolds, lifts, etc.
- (13) Dewatering of natural underground water and rain water conditions
- (14) All Fall Protection Devices including rails, cables, harnesses, etc. and associated engineering, if required.
- (15) All required off-site storage for stored materials
- (16) All off-site parking fees.
- (17) Replacements costs for materials, tools, equipment, etc.

2. Furnished by Contractor:

Contractor shall supply or cause to be supplied the following temporary construction facilities and utilities to Subcontractor, without cost to Subcontractor, for or in connection with performance of the Work:

- (1) Sanitary Facilities - Furnished by Contractor shall consist of portable chemical toilets located at various areas of the jobsite as designated by Contractor based on average weekly manpower requirements.
- (2) Water for construction shall be furnished at points on jobsite as designated by Contractor's Project Superintendent. All backflow prevention, connections, valves, line extensions, freeze protection, traffic protection of lines, etc. is by Subcontractor. Note, Subcontractor is responsible for all costs and/or fines received for water losses attributable to connections or line extensions installed by Subcontractor at Contractor's sole discretion of estimated water losses. Note, Subcontractor is responsible for providing and paying for all costs associated with temporary water means and methods necessary to complete the scope of work should water restrictions be placed on this Project.
- (3) Accessible space near the construction site for performance of the Work and daily temporary storage of material and equipment at time of that day's installation. (No protective storage facilities, security, or protective coverings of any kind will be furnished by Contractor).
- (4) Subcontractor shall assume worst case accessibility and reach to each building structure for hoisting of materials based on present site conditions at time of delivery or installation.

- (5) Temporary Lighting in accordance with OSHA Standards will be provided by the Electrical Subcontractor. However, it shall be the responsibility of Subcontractor to ensure that each craftsman on this project has adequate lighting in each room to do a "first class" job. Extension cords and light stands for lighting shall be the responsibility of Subcontractor.
- (6) Temporary Power - 110 volts, single phased, 60 cycle power shall be provided by the Electrical Subcontractor and made available throughout the building for small tools only. Power will not be available for electric welding machines or heavy-duty saws. Portable panels or multiple outlets will be located on each floor within 100' of any work area by Electrical Subcontractor. This Subcontractor shall provide all OSHA approved extension cords as required for the execution of this Subcontract Agreement. All power cords and tools shall be protected by ground fault circuit interrupters (GFCI). Where GFCI outlets are not available or when building permanent power systems become energized and temporary systems removed, in-line GFCI protection shall be supplied by each Subcontractor. **All drop cords and extension cords will be required to be routed overhead. No cords will be permitted to be on the floor.**

Any equipment requiring temporary 220-volt (or above) power will not be provided by Contractor, unless noted specifically in the trade packages as providing such requirements. It will be Subcontractor's responsibility to coordinate, provide, and pay for 220-volt service with on-site electrician as required.

- (7) Centrally located dumpster for collection of debris, including hauling off site. Subcontractor shall haul debris from his work area and place it into the dumpster.

3. **WELDING MACHINES**

Electrically powered welding machines shall not be allowed for use on this site except when explicit written approval is granted by Contractor where special circumstances of building construction require such machines. If electric welding machines are used, the necessary power **source**, service and power consumed shall be provided by Subcontractor. It will also be Subcontractor's responsibility to install all subpanels required for his convenience.

COORDINATION REQUIREMENTS

1. **COORDINATION**

In addition to the Standard Form Agreement, Subcontractor shall coordinate his Work with all of the other Work which must be performed in the Project. To facilitate this coordination, there shall be coordination meetings, the attendance at which shall be mandatory for Subcontractor's coordination responsibility. Daily coordination meetings with Contractor's Superintendents shall be held every work day at Contractor's on-site office trailer until such time as Contractor waives or reinstates this requirement.

2. **ACCESS PANELS / ACCESS DOORS / COVERS**

Subcontractor shall furnish and install all access panels, access doors, and covers necessary to provide access to the Work of Subcontractor either concealed by Subcontractor's scope of work or by Scope of work of others including walls, soffits, floors, and ceilings. All proposed locations to be submitted for acceptance prior to installation. Subcontractor shall be responsible for coordinating the location and sizes of the required framed openings with

respective trades during construction of walls, soffits, ceilings, and floors. The layout shall be completed by a competent individual provided by Subcontractor provided access door and shall be marked on the unfinished floor accordingly. All access panels must be key lock type matching owners keying system. Type of panels shall match architectural and mechanical specifications (as approved by Owner) and match fabrication material to its exposed environment.

3. BLOCKING AND BACKING

Subcontractor shall furnish and install blocking and backing as required for installation of this Work. If excluded in Scope of Work, Subcontractor will be responsible for coordinating the blocking and backing as required for its installation of the Work.

4. CUTTING AND PATCHING

Subcontractor shall be responsible for the cutting and patching of all penetrations and openings through existing walls and partitions, and all penetrations and openings through existing floors, ceilings, and roofs necessary for the installation of his Work. If the location for a penetration or opening is through an existing structural member, the Subcontractor shall notify Contractor's Superintendent, who, after consultation with the Architect, will instruct the Subcontractor how to proceed.

Patching of all existing walls, floors, ceilings, etc. is included for all items demolished under this agreement including substrate and finishes to match existing surrounding conditions.

5. STRUCTURAL SUPPORT FRAMING (MISCELLANEOUS)

Subcontractor shall furnish and install all miscellaneous structural support framing not indicated on the Contract Documents required at openings in floors, decks, and walls for this Work. The required supports for this Work includes, but is not limited to, anchor bolts, hangers, isolators, channels, angles, embeds, etc.

6. SERVICE SHUTDOWNS

All disruptions of services shall be limited to the maximum time specified by the Contractor and Owner. Proper and timely notifications must be made as required by the Owner. No shutdowns will be permitted. Each Subcontractor must submit a plan of how to maintain utilities to surrounding buildings including demolition requirements, temporary utility methods utilized, repairs, anticipated durations, etc. Subcontractor is responsible for all temporary utility requirements to maintain Owner usage of utilities in the disturbed areas. This could require after hours or overtime work to maintain said utilities.

QUALITY CONTROL REQUIREMENTS

1. QUALITY CONTROL

Subcontractor is aware that Contractor has an active and aggressive Quality Control Program. The highest level of Quality Control will be managed by Subcontractor's project managers and will not be delegated to on-site superintendents. In that regard the Contractor will provide a project specific quality control plan that will identify various levels of responsibility by the Subcontractor. The Subcontractor will participate and assist fully with the Contractor's Quality Control Program.

2. UTILITIES VERIFICATION

Subcontractor shall verify locations of all existing utilities within the Construction Areas prior to commencing the Work. Subcontractor shall abide by the "Underground Facility Damage and Safety Act" which requires anyone doing any type of excavating, tunneling or demolition to call all agencies having jurisdiction. An excavator must call the local utility companies, and the Owner's Facilities and Maintenance Department not less than two or more than five business days before beginning any excavation. Any damage to existing utilities during construction will be repaired immediately as required to minimize disruption of the businesses and residences at the expense of Subcontractor that caused the damage.

3. INSPECTION OF EXISTING CONDITIONS

Each subcontractor shall check the accuracy of the building structure and/or surface to receive its work and notify the Construction Manager of any deficiencies prior to beginning its work. Subcontractor shall not proceed with work until unsatisfactory conditions have been corrected and shall not apply work over other subcontractor's uncompleted work. Commencement of installation constitutes acceptance of structure and/or base surfaces and the cost of any corrective work due to faulty base surfaces shall be borne by the installer applying his materials thereon.

4. MOCK-UPS / PROTOTYPES

Subcontractor is cognizant of and has included in the Scope of Work multiple "Mock-ups" or "Prototypes" as may be required. Any and all refinishing of walls, floors, finishes, colors, etc. and removal and reinstallation of receptacles, fixtures, trim, furnishings, rails, grilles, etc. as required and associated with the "Mock-ups" or "Prototypes" is included in the Scope of Work

5. FIREPROOFING AND INSULATION

Subcontractor will be responsible for the patching of all fireproofing and insulation materials damaged by the execution of his Work. This shall include any patchwork around hangers and/or supports. Also, subcontractor shall provide all necessary protection materials to prevent the work of other trades from being made dirty due to the fireproofing patchwork for your specific trade.

6. LAYOUT

In addition to the requirement of the Standard Form Agreement, Subcontractor shall provide all layout and engineering as required for its work. **Property line boundaries and two reference coordinates and a datum bench will be provided by Contractor for use by all requiring such.**

CLOSEOUT

1. GUARANTEE PROVISIONS

Guarantee provisions as mentioned in the Standard Form of Agreement are enhanced as described below (the words Guarantee and/or Warranty are synonymous): Any Owner or specification requirements will need to be verified and most stringent shall apply

- A. Provide digital copies of all documents including the following. All documents shall be first generation PDF capable of text search and clearly legible. All should be completed 30 days prior to substantial completion (included each phase if project has phasing turnovers) except for special warranties requiring actual warranty date.

- (1) Warranties (1 digital, plus 4 original hard copies)
- (2) Owner Training (1 video)
- (3) Attic Stock (1 digital, plus 1 original hard copy of LIST of REQUIRED QUANTITIES, and for signed receipt transmittals by Owner and Contractor)
- (4) Testing results (1 digital, plus 4 original hard copy)
- (5) Record submittals (1 digital, plus 2 original hard copy)
- (6) Abults – RED LINED (1 digital, plus 2 original hard copy)
- (7) Coordination Drawings / BIM Model (1 digital)
- (8) Subcontractor has provided maintenance manuals for the operation and maintenance of the system and/or equipment. All maintenance manuals need to be turned in when the equipment arrives to the jobsite. This is a requirement to bill for the equipment. (1 digital, plus 4 original hard copy of LIST of REQUIRED MANUALS, and for signed receipt transmittals by Owner and Contractor)

B. Subcontractor warrants to Owner and Contractor that all materials and equipment furnished under this Subcontract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. For all Work not conforming to these requirements, including substitutions not properly approved by Architect or Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties and guarantees shall be in writing on Warrantor's/Guarantor's stationery or official forms as designated by Contractor and signed by an authorized official of the Warrantor's/Guarantor's Company. Contractor hereby agrees to provide written assignment to Owner of all warranties and guarantees. Warranty or guarantee time period shall not commence until all of the following conditions have been satisfied.

- (1) Certificate of Occupancy for the building areas, or its equivalent
- (2) Satisfactory completion of item of Work or system by Subcontractor
- (3) Formal acceptance of the Work by Owner, Architect and Contractor
- (4) Subcontractor has provided all the specified warranty/guarantee documentation to Contractor.
- (5) Subcontractor has provided specified training (including videotaping) for the operation and maintenance of the system and/or equipment.
- (6) Subcontractor has provided maintenance manuals for the operation and maintenance of the system and/or equipment. All maintenance manuals need to be turned in when the equipment arrives to the jobsite. This is a requirement to bill for the equipment.

C. Failure to respond to warranty/guarantee Work within forty-eight hours of written notice and/or diligently pursue corrective measures shall be considered a Subcontractor breach of warranty/guarantee. Subcontractor and his Surety shall be liable for all expenses incurred from such failure to respond.

D. If within any warranty/guarantee period, repairs or changes are required in connection with the warranty/guarantee Work, which in the opinion of Contractor and/or Owner is rendered necessary as a result of the normal use of material, equipment, or workmanship which are defective, or not in accordance with the terms of the Contract Documents, Subcontractor and/or its Surety shall, promptly upon receipt of notice and at his own expense, proceed to:

- (1) Place in satisfactory condition in every particular all such warranted or guaranteed Work, correct all defects therein.
- (2) Make good all damages to the structure or site, or equipment or contents which, in the opinion of Contractor or Owner, is the result of the use of materials not in accordance with the terms of the Contract Documents.
- (3) Make good any Work, materials, equipment, contents of structures or site disturbed in fulfilling any such warranty/guarantee.

END OF SPECIAL PROVISIONS

Exhibit D

Balfour Beatty

Subcontractor Safety Requirements

Purpose

Balfour Beatty (BALFOUR BEATTY) will achieve its Zero Harm goals by providing a safe and healthy work environment for our subcontractors, vendors, consultants, customers, and employees. BALFOUR BEATTY will make every effort to protect the public and our environment from any negative impact associated with our business and will not sacrifice the safety of people for the sake of production or monetary gains. Accident prevention requires:

- proper planning,
- on a project organized to be safe,
- a workforce fit for duty.

This Exhibit is organized accordingly.

This Exhibit applies to all U.S. BALFOUR BEATTY projects and all subcontractors, vendors and consultants (collectively referred to in this Exhibit as Subcontractor) employed by Contractor must comply with the requirements outlined in the Exhibit. Each individual project may have added safety requirements attached as an addendum. Violations of any requirement in this Exhibit or addendum are grounds for disciplinary action up to termination. **It is the responsibility of any sub-contractor who uses lower tier subcontractors to ensure compliance with the rules and the safety requirements of the project.**

This Exhibit is not a total safety program or plan. This exhibit explains where BALFOUR BEATTY exceeds OSHA 1926 standards and most state programs. Besides the requirements in this exhibit, subcontractors must comply with all federal, state, local laws including environmental laws, as well as the BALFOUR BEATTY SH&E Program. Subcontractors that create spills, discharge pollutants, or cause damage to any environmental Best Management Practices will be held responsible for their actions. In addition, BALFOUR BEATTY requires full compliance with manufacturer's instructions for materials, tools and equipment. Where safety requirements conflict, Subcontractor will follow the more stringent requirement.

BALFOUR BEATTY reserves the right to suspend or remove any worker or subcontractor or lower tier subcontractor from any project for failure to comply with safety requirements.

I. PROPER PLANNING

A properly planned, safe site requires analysis of hazards, and addresses specific known hazards like OSHA Fatal Four. This section discusses how safety planning works generally on BALFOUR BEATTY jobsites, and how each subcontractor must plan for these commonly known hazards.

Long and Short Term Work Planning

Subcontractors must create a Job Hazard Analysis (JHA)/Activity Hazard Analysis (AHA) for each major task, hazardous task, or non-routine process associated with their work. J/AHA's shall be

submitted to the designated BALFOUR BEATTY representative before starting each phase of work and must be reviewed with the crew before starting work each morning.

Every day before starting work, Subcontractor must develop a Pre Task Plan (PTP) that includes every anticipated task for the day and discuss the PTP with each crew, and then document the PTP using the standard BALFOUR BEATTY PTP Form. Subcontractors may use their own company PTP form if approved by BALFOUR BEATTY SH&E Director. If a task for the day changes, the PTP must be updated with new tasks.

Common hazards, including Fatal Four (falls, struck-by, energized systems, crush/caught between)

Fall Hazards

Fall Protection

No one may work if exposed to a fall of greater than six feet without fall protection that *prevents or arrests* a fall. There are no exceptions. This includes ladders, scaffold erection/dismantling, truck beds, steel fixing, and crane assembly/disassembly.

Ladders

- **Work Ladders** – Whenever possible, workers will use work platforms instead of work ladders. When work ladders are the only option, fall protection is required when the worker is at a standing height greater than six feet above the adjacent surface. Use ladders rated “ANSI Type I – Heavy Duty Industrial – 250 lbs.” or greater capacity. Secure straight work ladders (including extension ladders) mandate a spotter to hold the ladder when in use.
- **Access Ladders** - A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet above the adjacent surface. A ladder will only be used as primary access under a limited needs basis. Scaffold stairs shall be used to access elevated work areas when it is the primary access to an area.
- **Platforms** – All platforms over 24 inches shall be equipped with guard rails on all sides.

Scaffolds

On Work Platforms (e.g. scaffolds), workers must have fall protection that *prevents or arrests* a fall where they would otherwise be exposed to a fall of greater than two feet. A Work Platform is an elevated platform providing worker access from which tasks (unrelated to the work platform) are carried out. Work Platforms include --but are not limited to -- all supported and suspended scaffolds, rolling and “Baker” scaffolds, walkways and bridges between scaffolds, and aerial lifts.

A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet above the adjacent surface.

Aerial Lifts

All aerial lifts (boom or articulating) must have an occupant crush protection feature.

Struck-by Hazards

Lifting Operations

Cranes fabricated/erected on site must have a third-party crane inspector on site during the fabrication, assembly and erection. Cranes delivered to site ready for work must provide a current annual inspection performed by a third party. All crane operators must have, a CCO, NCCCO or equivalent certification. Operators must have had a drug test within 7 days of arrival to the project site.

Anti-collision systems will be fitted on all cranes for projects with multiple tower cranes in use. Where there is potential for the crane to contact an adjacent structure, or where there is potential to over sail public areas, sensitive environmental areas, or electrical power sources, the crane shall also have zone control. All cranes shall have an external warning light that goes into alarm any time the anti-collision or zone controls are disabled.

Heavy Equipment / Forklifts

Only authorized people shall operate heavy equipment on BALFOUR BEATTY projects, and BALFOUR BEATTY requires functional bi-directional alarms on heavy equipment. **Vehicles and equipment reversing must have their windows open.** Subcontractors are fully responsible for maintaining safe working distances between workers and their equipment. Subcontractors will provide certified flaggers, fencing or barriers as needed to ensure a safe work area.

Forklift operators cannot “free hoist” materials, tools or equipment with a forklift. All forklift operators must pass the BALFOUR BEATTY “Forklift-Telehandler Operator Evaluation” before working.

Controlled Access Zones (CAZ)

Each Subcontractor conducting overhead work will provide an exclusion zone, consisting of a barrier that clearly makes all persons aware of the work area above and restricts access. This exclusion zone will be erected below the area where overhead work is being performed. Only authorized persons will be allowed within this zone. Safety signage will be placed on the barrier to warn of the potential overhead hazard. Dependent on site specific conditions, spotters may be required to be used to help keep persons out of the designated exclusion zone areas.

Mechanically elevated work platforms (MEWPS) shall have the same CAZ consideration that prevents persons from being stuck by falling materials or caught between adjacent surfaces or other equipment.

Any person/persons working on a building exterior must always maintain a CAZ below their work. If working on a high-rise building perimeter (75 feet as defined by IBC), workers must tether all tools and materials.

Energized system hazards

Energized Equipment/Pressurized Systems

Work on energized equipment/pressurized systems (e.g. Electrical, Fluid, Air, Mechanical, etc.) is prohibited unless a plan is submitted to and authorized by a BALFOUR BEATTY executive or officer. Subcontractors must enclose or guard fan powered (VAV) HVAC Box heating coils to prevent contact with coils that may be totally or partially energized during testing and balancing. Only three wire extension cords rated for “hard” or “extra hard” usage are permitted and maintained in good condition.

Electrical rooms, switchgear rooms or closets that contain energized electrical gear shall be locked when they are un-occupied. No electrical panels, switchgears, motor control centers, ATS's, disconnects, etc. will be energized unless all panels, dead fronts, and all covers are in place. Signage should be placed on all energized electrical gear.

Electrical subcontractors will be expected to have a comprehensive plan for energizing equipment and circuits.

Crush / caught-between hazards

Excavations

Subcontractors must provide protective systems for excavations four feet or more in depth on BALFOUR BEATTY projects. Provide end plates on trench boxes, unless an “acceptable” alternate plan is authorized by the BALFOUR BEATTY SH&E Director or responsible SH&E Manager. Subcontractors working in excavations on a BALFOUR BEATTY project shall have a trench safety plan and a BALFOUR BEATTY “DIG Permit” before starting work.

Digging with heavy equipment within 24 inches of an underground utility is prohibited on a BALFOUR BEATTY project. Vacuum extraction is highly recommended.

Structural Precast

Prior to the start of erection, subcontractor must ensure a stamped, third-party, professional engineer (PE) peer review of the structural precast erection plan is submitted and reviewed by BALFOUR BEATTY.

II. PROJECT ORGANIZED TO BE SAFE

Safe project organization begins when a worker enters the job and receives a proper, mandatory orientation to BALFOUR BEATTY's program and to the site's unique hazards.

Orientations and Training

Site-Specific BALFOUR BEATTY Safety and Health Orientations are conducted for all subcontractor employees before starting work. A hard hat sticker or other means of visual verification upon completion will be provided. All workers new to the construction industry (less

than one year) and all temporary workers attending the BALFOUR BEATTY orientation will wear New Worker hard hat sticker.

Before entering a jobsite, all visitors must obtain permission from an authorized BALFOUR BEATTY representative, sign the BALFOUR BEATTY Project Visitors Log, receive a Safety Briefing, and wear appropriate Personal Protective Equipment.

Subcontractors must conduct a "Tool Box Talk" safety meeting at least once a week and all on-site subcontractor employees must attend.

Subcontractor supervisors must, at a minimum, have an OSHA 10-Hour Course completion card. Qualified Person (Employer) Certification is required for tools, equipment and activities such as Forklifts, Aerial Lifts, Powder Actuated Tools, Flagging, Rigging & Signaling, excavation/trenching, scaffold building, etc.

Incidents

All incidents, which include but are not limited to, injuries, utility strikes, property damage or near misses, shall be reported to BALFOUR BEATTY at the time that they occur. A complete report for any major events will be required within twenty-four hours of the occurrence.

Housekeeping

Subcontractors must pick up their trash and debris every day. Keep materials, tools, and storage areas neat and orderly. BALFOUR BEATTY reserves the right to back-charge any subcontractor that does not keep the project clean for expenses incurred to clean the work area.

HazCom Programs

Subcontractors shall submit copies of their M/SDS to BALFOUR BEATTY to be stored in a designated location. M/SDS shall be added to the inventory as chemicals are brought on site.

III. WORKFORCE FIT FOR DUTY

A worker fit for duty is properly trained, physically well and alert, and equipped appropriately.

Training

Subcontractor Supervisors must, at a minimum, have an OSHA 10-Hour Course completion card.

Subcontractors must ensure project workers attend a Weekly "Tool Box Talk". Subcontractors must maintain both subcontractor and BALFOUR BEATTY Tool Box Talk meeting information and attendance sheets in the project safety files.

Workers are provided with task-specific safety training and/or certifications as required by their supervisor and/or the SH&E Director for task assignments that may expose a worker to unfamiliar chemicals, tools & equipment or procedures.

Qualified Person (Employer) Certification is required for tools, equipment and activities such as Forklifts, Aerial Lifts, Powder Actuated Tools, Flagging, Rigging & Signaling, etc.

Drugs and Alcohol

Possession or use of drugs (regardless of state-specific laws) and alcohol are prohibited on all BALFOUR BEATTY projects; all subcontractors must have a plan that is substantially similar to that of BALFOUR BEATTY. BALFOUR BEATTY reserves the right to test any worker at any time upon reasonable suspicion of a violation of this policy. The BALFOUR BEATTY Drug and Alcohol Policy is available upon request from the BALFOUR BEATTY Project Manager or BALFOUR BEATTY Safety Director.

Distracted Worker

Actively using mobile devices such as cell phones within the limits of the project is prohibited while walking or operating a motor vehicle or equipment, except when used to guide operations. Music and/or entertainment devices are prohibited.

Working Alone

Work is not permitted by an individual without line-of-sight or within earshot of another unless another plan for maintaining contact/rendering assistance is approved by BALFOUR BEATTY.

Personal Protective Equipment

Workers must wear safety glasses, hardhats, shirts with sleeves, gloves, long pants, work boots/shoes and hi-visibility vests/shirts. Welding hoods will be worn with hard hats. Chain saw use requires chaps, hearing protection, face shields, and gloves. Foot covers will be worn with tamper-style soil compactors and jack hammers. BALFOUR BEATTY has a strict 100% glove use policy; all persons on BALFOUR BEATTY sites must wear gloves regardless of the task or reason for visit; workers who need task-specific gloves must wear them, appropriate to the task and/or manufacturers' recommendations.

Silica

Subcontractors must meet all requirements of OSHA for silica exposure. Prior to performing any activity involving the possibility of silica exposure, Subcontractor must provide BALFOUR BEATTY with a written silica exposure control plan. Subcontractor may not use any means or methods to control silica exposure (such as fans) that will cause any exposure to other individuals on the Project or members of the Public. Subcontractor shall ensure the containment, clean up, and proper disposal of any and all slurry or silica residue as a result of Subcontractor's means or methods (including but not limited to the use of water) to control silica exposure. Any exceptions to these requirements must be approved in writing by BALFOUR BEATTY prior to any activity involving the possibility of silica exposure.

Contact any BALFOUR BEATTY SH&E Manager or SH&E Director for more information.

Balfour Beatty

Addendum to Exhibit D Carolinas Division

The provisions in this Addendum modify the language of the provisions of Exhibit D (Safety Plan) and where the language conflicts, the provisions of this Addendum shall control. This Addendum may restate certain OSHA requirements; however, it is the intent of this Addendum that any such OSHA requirements are to be minimum standards which are restated herein for information purposes only.

Prior to beginning any work activities, Subcontractors must provide the following safety submittals:

- Project Specific Safety Manual.
 - Additional policies/procedures are required if applicable such as; Confined Space, Lockout/Tagout, Fall Protection
- Competent Person Form (Balfour Beatty will provide)
- Drug Verification Letter (Balfour Beatty will provide)
- Hazard Communication/GHS Program/ Safety Data Sheets- Site Specific
- Chemical Inventory List (Balfour Beatty will provide)
- Safety & Health Training Certification Document (Balfour Beatty will provide)
- Job Hazard/Safety Analysis
- Silica:
 - Respirable Crystalline Silica Program
 - Respiratory Protection Program (if applicable)
 - Training documentation
 - Competent person identification/declaration – Silica
 - Written silica exposure control plan

1. Competent Person

- 1.1. At least one English-speaking subcontractor-designated competent person must be onsite when any Subcontractor personnel are working onsite. That competent person must, at a minimum, have current (refreshed every four (4) years) OSHA 30-Hour training. Further, the competent person must have CPR/First Aid Certification refreshed every two (2) years.

2. Compressed Gas Cylinders

- 2.1. Subcontractors who use compressed gas cylinders are responsible for ensuring that their cylinders are properly secured, stored and separated, either by barrier or distance, from flammable materials and products, including those belonging to other subcontractors. Careful selection of storage areas is required. Coordinate storage issues with the Balfour Beatty project team.

3. Confined Space

- 3.1. A Competent Person, trained in confined space, must be present at all times
- 3.2. No one shall enter a confined space without authorization, training and notification to Balfour Beatty
- 3.3. A Confined Space Entry Permit must be completed and approved prior to entry. Ongoing updates (e.g. monitoring information) to this document must be made by the Competent Person.
- 3.4. A Balfour Beatty Pre-Task Plan must be completed specifically for Confined Space Task(s)

- 3.5. Posted signage must be adhered to and barricades shall not be manipulated without authorization from and notification to Balfour Beatty

4. Cranes

- 4.1. If crane(s) are broken down and moved, a third-party inspection must be completed prior to use.
- 4.2. All tower cranes shall have a third-party inspection every three (3) months and after every addition.
- 4.3. All tower cranes and hoists with tie-back struts must have all welds on the tie-back struts inspected and certified by a third party AWI certified inspector prior to use. If visual inspection results in any reasonable concern about the welds or structural integrity of the assembly, ultrasonic, radiographic or another accepted method for evaluating welds or an engineered analysis and stamped report will be required to be performed and made available for review if requested. Similarly, all tower crane and hoist bases, except those cast into the foundation - which is the preferred method, shall have all exposed welds inspected and certified by a third party AWI certified inspector prior to use. All welding certifications shall be in writing and made available promptly for review if requested.
- 4.4. Tower cranes must be fitted with a zone control device that automatically prevents the trolley from overflying restricted areas including, without limitation, occupied buildings, public streets, sidewalks, electrical lines and other areas identified as restricted by Balfour Beatty.
- 4.5. On any project where there are multiple tower cranes, each must be fitted with an anti-collision device that automatically prevents crane-to-crane, and/or crane-to-load line contact.
- 4.6. Operators who intentionally disable or override zone control, anti-collision, limiting, or any other type of safety devices will be removed from the project.
- 4.7. All Riggers/Signal Persons shall be uniquely identified from afar (e.g. from the operator cab in a tower crane) to differentiate them from other workers. The signal person must be equipped with an audible warning device that alerts others when loads are overhead.
- 4.8. The Rigger and Signal Person may not be the same person and must be separate individuals, each performing the separate responsibilities and tasks.

5. Electrical

- 5.1. Overhead power lines at all entrances to projects must be properly marked with danger, voltage and height signage. All utility poles must be protected with hard barricades.
- 5.2. All extension cords must be elevated, covered or protected from equipment traffic and trip hazards by the responsible subcontractor. Elevated cords must be protected from contact abrasion by metallic objects such as bare wires, nails, screws, etc. All cords and tools must be protected from wet conditions and kept out of standing water.
- 5.3. Transformers and distribution panels (277v or more), located either inside or outside, must be protected with hard barricades and identified by warning signs.
- 5.4. All work on energized circuits or parts requires prior Balfour Beatty project staff notification and must be approved by the Balfour Beatty SH&E Manager or Director, provided higher level approvals are not also required (see Hazardous Energy Control section below). Owner approval and sign-off may also be required. Only trained and qualified personnel may work on energized circuits or parts.
- 5.5. All electrical power sources must be GFCI protected, including all portable generators, regardless of wattage.
- 5.6. Temporary lighting branch circuits may not be used to power tools or any other equipment.

- 5.7. Electrical outlets and boxes located outdoors or potentially exposed to weather must be of a weather-proof design with a cover that protects water from entering the outlets while in use.
- 5.8. All energized connections, including but not limited to temporary power/lighting, must be in an approved, covered enclosure (i.e. junction box and hard cover) that is supported from sagging.
- 5.9. Proper outlet and switch-plate covers are required when wiring connections are energized, unless contained in a locked and controlled area or room denying entry to unauthorized personnel.

6. Engineering

- 6.1. Third-party engineering approval on all deck form drawings and all deck forms must be inspected by a third-party inspector prior to any concrete pour.
- 6.2. All steel erection sequence drawings must be received and reviewed by a Balfour Beatty project team prior to any steel erection procedure.
- 6.3. Slabs must be evaluated for point loading before forklifts, scissor lifts or any other heavy equipment is operated on them or materials are stored on them.

7. Environmental Compliance

- 7.1. If permitted by Balfour Beatty (permission which must be obtained prior to bringing fuel tanks to the site, which permission is at Balfour Beatty's sole discretion to give or withhold), all fuel tanks must be protected from collision by hard barriers or substantial earth berms. Fuel tanks must be placed in containment pans or plastic lined dyke areas. Double walled tanks are not a substitute for containment pans or dykes. After each rain event, the containment pan or dyke area must be relieved of all the moisture and the contaminated water disposed of per City, State or Federal requirements. Only spring operated, self-closing fuel dispensing nozzles are allowed and must be locked when not in use. Spill kits must be kept onsite.
- 7.2. Subcontractor is solely responsible for the containment of and protection against gases, vapors, dust, silica or other contaminants created by equipment utilized by a subcontractor or those responsible, or resulting from the performance of its work. Subcontractor shall provide necessary equipment to actively monitor contaminants and/or noise created as a result of its operations if there is any potential for the level of noise and/or the level of any contaminants to exceed the permissible levels.
- 7.3. Subcontractor will ensure their work with silica products does not adversely affect the schedule, safety or production of other subcontractors.

8. Equipment

- 8.1. All equipment must be inspected prior to use and the inspection checklist kept on file at the site with subcontractor. Must be readily available upon request by Balfour Beatty.
- 8.2. All rough terrain forklifts shall be equipped with a proximity alarm in addition to a standard reverse gear alarm.
- 8.3. A 10' exclusion zone or a solid, substantial barricade must be maintained between all personnel and any moving equipment or vehicle.

9. Excavations

- 9.1. All excavation procedures require Balfour Beatty notification and approval prior to the start of the procedure. A scale drawing with approximate dimensions of the excavation (e.g., depth, length, width, etc.) together with depictions of proposed benching, lag/pile, shoring, sloping or other protective systems must accompany all dig permits.

- 9.2. The competent person for the excavating activity must be onsite whenever excavating activities are occurring.
- 9.3. Fall protection systems (i.e. guardrails, PFAS, fall restraint) are required for vertical walled excavations 6 feet or more in depth.
- 9.4. No mechanized (non-manual) digging is allowed within three (3) feet of any located and buried utility. All buried utilities must be located and marked prior to any digging activity. Subcontractor must pot hole by non-mechanical means the entire length, and to the depth of the excavation to verify no underground utilities exist prior to using mechanical powered equipment. Exposed utilities must be supported. Where normal locating methods cannot be used, or are unsuccessful, ground penetrating radar (GPR) must be used to identify and locate the buried utilities.
- 9.5. Leaning stepladders are not allowed for access/egress in excavations.
- 9.6. Excavation perimeters must be protected by means of barricades and/or spotter(s), regardless of duration, depth, and/or amount of traffic associated with the excavation activity. Prior to the end of each shift, Subcontractor will ensure that all excavations are either backfilled or otherwise protected by means of hard barricades, road plates, etc. Special considerations must take place when there is potential exposure to the public (i.e. signage, additional barricades/delineation, elimination of trip/fall hazards, etc.)
- 9.7. All soil is assumed to be Class "C" unless otherwise determined by a competent and qualified person and documented accordingly on the Dig Permit (SHE 5340-F).
- 9.8. A mandatory pre-dig meeting must be held for any scope of work involving the penetration of the ground, whether by hand or mechanical means. The meeting should be held no later than two weeks prior to the start of work.
- 9.9. Newly installed utilities must be marked appropriately (i.e. warning tape, snow fencing, etc.) at finished grade/subgrade to prevent potential incidental contact for the duration of construction activities.

10. Exclusion Zones

- 10.1. Subcontractor, its employees and the employees of all those for which Subcontractor is responsible shall access and egress from the project work areas only through the Balfour Beatty designated access and egress points shown on the applicable logistics plan.
- 10.2. Subcontractor is responsible for erecting barricades to keep non-essential personnel away from potentially dangerous activities or areas under its control.
- 10.3. Barricades and warning signs must be maintained by the subcontractor responsible for erecting them.
- 10.4. Ribbon/Caution/Danger tape type barricades may only be used for short duration (less than 4 hours) activities. Multi-shift or multiple day duration activities must use a durable, substantial (such as rope, wire, wood, etc.) barricade material.

11. Explosive and Powder Actuated Tools

- 11.1. Explosive and powder actuated tool operators must be trained and authorized in the proper care, use, maintenance, operation, and storage of the tool. Tool operator manuals must be available at the work location. Each person using any piece of Explosive or Powder Actuated equipment must have a card that shows they have been trained on the specific tool being used.

- 11.2. Shot strips must be stored in the appropriate manufacturer provided packaging. Undischarged cartridges or misfired cartridges must be disposed in accordance with the manufacturer's recommended procedures and never disposed in the jobsite trash.
- 11.3. Tools must be unloaded before storing. Loaded tools must not be left unattended.
- 11.4. Warning signs must be conspicuously posted within 50' of any area that powder actuated tools are being used.

12. Fall Protection

- 12.1. All workers who perform work six (6) feet or more above a lower surface shall use guardrails, a fall protection system, or use a site-specific fall protection plan where other fall protection systems are not feasible. Structural members such as beams, parapets, trusses, etc., must be evaluated and approved in writing by a qualified person for suitability for fall protection anchorage prior to any connection.
- 12.2. Stilts are not allowed on any Balfour Beatty project, unless approved by the Balfour Beatty project management team. Subcontractor must submit a site specific written plan that includes (at minimum) provisions for housekeeping, training, inspections and spotters.
- 12.3. Balfour Beatty encourages the use of personnel lifts such as aerial boom lifts, lift-pods, scissor lifts, etc. for all work that can be accomplished without heightened risk of damage to the building or surrounding work. Balfour Beatty reserves the right to require Subcontractor to use lifts to perform work that Balfour Beatty reasonably believes cannot be performed safely without lifts at no additional cost to Balfour Beatty. Personal fall protection systems must be used in all mechanically elevating lifts. Lifts lacking adequate fall protection anchor points shall not be used.
- 12.4. Subcontractors are responsible for providing required labeled and secured covers for any holes or openings that they or their tiered subcontractors create. Covers shall support, without failure, at least twice the weight of employees, equipment, and materials that may be imposed on the cover at any one time. Covers must be constructed in a manner that does not create a trip hazard.
- 12.5. Overhand bricklaying and related work activities (all as per OSHA definition) require fall protection, either guardrails or personal fall protection systems, until the wall being erected is at least 39 inches in height.
- 12.6. Subcontractors are responsible for barricading and maintaining the safety of their personnel and work area when control lines, covers, guardrails, warning lines, barricades, canopies or other safety equipment must be removed or disabled to perform a work activity. These activities must be coordinated with Balfour Beatty and provide for the safety of others during the duration of said activity. When the task is complete, Subcontractor must properly repair or replace any affected safety equipment that had been altered or removed during the activity back to a safe unaltered condition/configuration.

13. Fire Prevention

- 13.1. A Hot Work (Burn) Permit is required for any excessive heat, open flame or spark generating activity including, but not limited to, brazing, cutting, grinding, soldering, torching, welding, temporary heating, etc. A user provided fire extinguisher and trained fire watch must be in close proximity to and in visual sight of the activity and able to respond promptly to an emergency.
- 13.2. Portable fuel containers must be constructed from metal, have spring-loaded self-venting caps and flash arrestor screens. Contents must be clearly identified by a legible label. A user-provided fire extinguisher is required nearby where five (5) or more gallons of flammable liquids are stored.

- 13.3. Portable diesel/gasoline/kerosene powered compressors, generators, welders or other similar equipment using flammable fuel must have a subcontractor provided fire extinguisher nearby.
- 13.4. Equipment with an internal combustion engine must have a suitable fire extinguisher either on or within the equipment or near the equipment.
- 13.5. A 20-lb. user-provided ABC fire extinguisher must be available within 25' - 75' of any fuel tank. (Special extinguishing media may be required for some products and Subcontractor is required to check with local fire department.)

14. Hazardous Energy Control (Lock-out/Tag-out)

- 14.1. If Subcontractor's work activities involve the potential release of stored hazardous energy, the Subcontractor must have a written Hazardous Energy Control (Lock-out/Tag-out) Program which includes instructions for identifying, controlling, and/or locking and tagging of energy control points.
- 14.2. If Subcontractor's work activities involve the pressurization of piping systems, Subcontractor must submit a detailed work plan to Balfour Beatty. Subcontractor must also complete and submit a Pneumatic Test Permit to Balfour Beatty prior to the pressurization of any standard metal piping systems and/or the use of pneumatic plugs. Pneumatic pressure testing on cast iron, fiberglass, plastic, PVC and CPVC piping is prohibited.
- 14.3. Work on energized equipment/pressurized systems (e.g., Electrical, Fluid, Air, Mechanical, etc.) is prohibited unless a plan is submitted to, and authorized by, an authorized Balfour Beatty Executive or Officer. Energized work may also require Owner approval. Only authorized and specifically trained individuals may perform work on energized systems.
- 14.4. Subcontractor is responsible for providing its own PPE, locks, tags, signage, barricades, materials and any required additional equipment needed to safely perform these activities.
- 14.5. LO/TO processes that affect or involve other trades must coordinate the activity with Balfour Beatty prior to beginning any said activity.

15. Ladders

- 15.1. All projects will use platform ladders in lieu of typical "A" frame step ladders.
- 15.2. All manufactured ladders must be of fiberglass construction, no metal ladders are allowed.
- 15.3. Ladders may not be used to create an access/egress to buildings or elevated stair levels, unless approved by the Balfour Beatty SH&E Manager or Director. Projects are normally required to use stair towers or structural stairs. Where ladders are allowed for access, a line or rope must be provided to lower and raise equipment, materials, tools, etc.
- 15.4. Extension ladders used for temporary access/egress must be secured to prevent displacement and be equipped with a "walk-through" extension at the top landing which allows for workers to step through the side-rail extensions.
- 15.5. Where ladders are used for access/egress, ladder offset barricades are required so that no worker may inadvertently walk through an unprotected ladder way.
- 15.6. Personal fall arrest systems using self-retracting lanyards must be used when working at heights of 6 feet or more from ladders. If tie-off is not feasible, a spotter may be used to hold or steady the ladder while the other worker is aloft; however, it is subject to approval by Balfour Beatty. Working from ladders below 6 feet above the walking/working surface does not require tie-off unless the worker is aloft near a guardrail, shaft, wall or window opening, etc. through which the worker could fall.

- 15.7. In small constricted areas (between ducts, in closets, shafts, etc.) where the ladder cannot be dislodged, slip or tip, and anchoring a personal fall arrest system is not feasible, a spotter or tie-off is not required.

16. Overhead and Perimeter Protection

- 16.1. At minimum, elevated slabs must have toe boards and mesh/net along all exterior perimeter edges and at all shaft edges within the interior work area. Netting must be wrapped and secured under the toe boards.
- 16.2. If workers are engaged in elevated work activities where there is a risk of tools falling, the Subcontractor must use tethers on their tools and/or loose equipment or materials. These activities include work at elevated perimeter and leading edges, in aerial lifts, roofing activities, masonry work and any other activities that may present a falling object hazard.

17. Personal Protective Equipment (PPE)

- 17.1. All subcontractors are responsible for providing and ensuring that their employees (including their tiered subcontractors) have and use proper PPE.
- 17.2. All PPE must meet the appropriate ANSI, ASTM or other similar agency approved guidelines.
- 17.3. Face shields are required for activities such as chipping, grinding, overhead drilling, powder actuated tools, saw cutting masonry and other high potential flying object generating activities.
- 17.4. All workers voluntarily using dust masks must be trained on and sign Appendix "D" of the respirator standard. All workers that are required to use a respirator must be properly trained, fit tested and medically allowed to do so.

18. Reporting Information

- 18.1. Subcontractor shall report to Balfour Beatty all hours worked by its employees and the employees of all its Subcontractors, consultants or vendors who worked or are working on the project site, all in accordance with Balfour Beatty's directives.

19. Rescue Plans

- 19.1. Subcontractor is responsible for developing an emergency rescue plan and providing all required rescue equipment to achieve a timely worker rescue in the event of an emergency. Activities such as those in confined spaces, excavations, at height, in lifts, etc., can pose unique problems that may require special efforts and/or equipment to execute a rescue effort. Coordination and discussion with local emergency response personnel should be considered prior to starting the activities.

20. Rigging

- 20.1. All rigging must be inspected, and the inspection documented, before each shift. Periodic inspection throughout the shift is required during frequent or heavy use. Inspections shall be readily available upon request.
- 20.2. All rigging must have manufacturer provided tags.
- 20.3. Damaged rigging must be tagged "*out of service*" or equivalent and removed from the work area.

21. Roadwork / Sitework

- 21.1. If working near overhead electrical lines, the Subcontractor will install "*DANGER OVERHEAD POWERLINES*" signs at all designated equipment crossings. For all other utilities, the Subcontractor will install "*DANGER OVERHEAD UTILITY*" signs to warn of the overhead hazard.

- 21.2.** Work in public right of ways (e.g. roadways and sidewalks) will not be permitted without hard physical barricades (e.g. Jersey Barriers) separating the worker from traffic and pedestrians.
- 21.2.1.** If hard barricades are not feasible due to the transition/temporary nature of the work activity, equivalent alternative measures may be employed such as using a piece of equipment or vehicle to protect workers and the public.
- 21.3.** Subcontractor will provide a full-time spotter(s) whenever any equipment crosses over and/or through a public area (e.g. sidewalk, parking lot, etc.).
- 21.4.** If a gate or fence is opened by a subcontractor, that contractor must obtain prior permission from Balfour Beatty and must provide an individual to “guard” the gate while it is opened.

22. Scaffolds

- 22.1.** Standard scaffold access points must be equipped with manufactured scaffold access gates. Personnel may not access scaffolds by climbing through guardrails or cross-braces. Baker-type scaffolds must be accessed according to the manufacturer operator manual.
- 22.2.** A fall protection system is required for access ladders where the top landing is greater than twenty feet (**20'**) above the adjacent surface.
- 22.3.** An appropriate PFAS is required during scaffold erection and dismantling activities. This requirement may be satisfied by tying off to structural tubing members provided it is approved by the scaffold manufacturer. If the scaffold manufacturer does not permit scaffold members to be used for fall protection anchor points, a different means of anchorage, such as a rope life-line, must be employed.
- 22.4.** Unless designed as walk-through access areas, the areas below occupied scaffolds must be barricaded.
- 22.5.** Suspended scaffold systems (e.g. swing stages) must be designed and approved by a registered professional engineer.
- 22.6.** Suspended scaffolds systems (e.g. swing stages) must be inspected and tagged prior to each shift at both the access point of the stage, as well as the counter-weight/tie-back/tag-line point.
- 22.7.** All scaffolding, scaffold materials and components must be in good condition at all times. All scaffold materials and components must be manufactured specifically for use together in an assembled scaffolding system. Scaffolds must use a Green/Yellow/Red tag system to identify condition and usability status, which must be updated daily (at minimum) by a competent person. Scaffolds not ready for use must be tagged and barricaded to discourage or prevent unauthorized use.
- 22.8.** Material platforms must not be stocked with more materials than can be used in a shift. Regardless of platform height, measures must be taken to ensure that loose objects cannot be dislodged and fall off the platform onto workers below, including other masonry workers. Where objects are stacked higher than the toe boards, mesh/net or balusters, other types of protection must be used and extend up to the top rail of the guardrail system. Loose objects may not be stacked higher than the top rails. Refer to manufacturer's/engineer's instructions before adding mesh/net to scaffolding rails.
- 22.9.** Counterweights for welded tube scaffold units must be designed and engineered for use with scaffold systems. Hanging concrete blocks or other improvised items from the frame uprights is prohibited. Bracing, outriggers, put-logs, etc., or similar manufacturer approved methods must be employed to stabilize scaffold platforms.

23. Weekly Safety Inspections

- 23.1.** Unless exempted in writing by Balfour Beatty's superintendent responsible for the project, Subcontractor shall identify one (1) representative each week that the Subcontractor works onsite, or expects to work onsite, to participate in a Weekly Project Safety Inspection which shall be scheduled and led by a member of the Balfour Beatty project team. Any failure to participate in the Weekly Project Safety Inspection process shall subject Subcontractor to, among other things, monetary penalty.

Any deviance from this plan requires a written request to Balfour Beatty project and safety management teams. The activity may not commence prior to written approval.

EXHIBIT E
SITE LOGISTICS PLAN

Balfour Beatty Construction is committed to a safe work environment. Subcontractor and its vendors shall comply with the safety program implemented by Balfour Beatty Construction for the Project, including the Site Logistics Plan. Subcontractor and its vendors acknowledge and accept that the Site Logistics Plan may change as the project changes or conditions at the site change. Subcontractor, its vendors, agents and invitees shall, at all times, comply with the Site Logistics Plan then in effect, together with all instructions, directives and requirements of Balfour Beatty Construction. If requested by Balfour Beatty Construction, Subcontractor shall promptly provide satisfactory details of Subcontractor's compliance with the Site Logistics Plan and/or its plan for assuring compliance with the Site Logistics Plan. Any subcontracts, purchase orders or vendor agreements between Subcontractor and any third party shall require of that third party the same obligations set forth above to which Subcontractor is bound.

		Subcontractor Name	Contract Amount
		THE BEST SUB IN USA, INC.	125,000.00
		<u>REMIT TO: where the check is to be MAILED</u> PO BOX 1234 ANYWHERE, USA 12345	<u>PHYSICAL: as noted on contract</u> 1111 THE STREET ANYWHERE, USA 12345
Job Name	UNC WILMINGTON PARKING DECK II		
Job Number			
Owner	STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON		
Location(City)	WILMINGTON		
Location(State)	North Carolina		
Retainage	5%		
County of Project	NEW HANOVER		
	Balfour Beatty Construction, LLC		

Property Location: DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.

here -->

The following lists relate procedural steps necessary for proper completion of all Balfour Beatty required forms as included in the electronic Excel workbook.

Contract Information

Enter (*or Verify*) your company name, remit to and physical address, phone, fax, and contact information in the appropriate fields.

***** if remit to is not correct contact the BBC project accountant to have this changed in the system as just changing it here will not update your remit to in our account system that issues checks*****

HOW DO I GET PAID

The checklist is provided to assist with preparing all the required billing documents with each Pay Estimate.

PE (Pay Estimate) Form (1)

Complete the yellow highlighted areas only. The remainder of the information will pull from other tabs.

Contract SOV (2)

This Schedule of Values is for the breakdown of the Original contract Value For your first payment application, complete Description of Work, Scheduled Value, and Work Performed this Period & Stored Materials. All other fields have formulas that will calculate for you. Change orders should not be included on this form.

For all future payment applications, update From Previous Application, and Work Performed this Period. All other fields have formulas that will calculate for you.

Change Orders (3)

Complete this exactly as you would the “Contract SOV (2)” tab.

Summary Page (4)

Do not change anything on this page. All fields are completed from other tabs.

Conditional (5) and Unconditional (6) Partial Waivers

The conditional partial waiver is due **with** the billing request and the unconditional waiver is due upon receipt of the payment.

Conditional Final (7)

The conditional waiver is due **with** the final billing request

Tax Report (10)

Provide the vendor name, invoice number, invoice date, invoice amount and name of County in which the tax was paid for all invoices for materials which are incorporated into the permanent structure. "Tax this Period" should list all invoice amounts requested that have not been previously reported. A signed and notarized copy needs to be submitted with your pay application.

Release of Lower Tier Schedule - ROLS Instructions (8)

These instructions are provided to assist completing the Tier Schedule.

Tier Schedule (9)

This form should list all subcontractors and suppliers, anyone who can/will file a Notice to Owner or who you include on the Appendix E HUB/MBE Documentation for Contract Payments and Sales Tax Report. Please note that once a tiered subcontractor is listed, they must remain on this schedule.

Tier Waiver and Releases ~ Unconditional Progress (11) & Unconditional Final (12)

All subcontractors/suppliers listed on the tier schedule with activity for the previous month, must submit an Unconditional Progress or Final Release prior to releasing the Subcontractor's next payment.

Appendix E (13)

All HUB/MBE firms should be listed on this form and the contract information completed as requested. All tiered subcontractors on this form must be included on your tier schedule and lower tier waivers must be supplied. A signed copy needs to be submitted with your original pay application.

Offsite Stored Materials (14)

There are required forms to be completed for offsite stored materials. You may obtain these forms in your contract agreement or by contacting the Project Accountant for the project and request them.

HOW DO I GET PAID

1. Schedule of Values – must be approved by the BBC Project Manager prior to the first pay application. **Must include Submittals 1%, Composite Crew Cleanup 1%, Close Out 1%, Punch 2%. If mobilization costs are shown, then demobilization costs also must be shown.**

Pay applications **MUST** be received in our **PROJECT OFFICE** no later than **the 15th of each month** - projected through the last day of the month. Drafts are to be signed if applicable, scanned & emailed along with the in excel format to [Angelia Sutton - asutton@balfourbeattyus.com](mailto:asutton@balfourbeattyus.com)

2. EACH MONTH the Pay Applications MUST include:

- * a. Balfour Beatty's Request for Payment Form (Overview of Pay Application) - **tab PE Form (1)**
- * b. Schedule of Values (outline has already been previously approved) - **tabs Contract SOV (2), change order SOV (3)**
- * c. Retainage to be calculated at: **5%**
- d. Conditional Progress Release Signed and Notarized by an **OFFICER or AUTHORIZED AGENT** (if an Authorized Agent, need Signature Authorization Form signed by an Officer authorizing the person to sign for the company). ** Note verify notary & signer dates need to match. **These must be submitted with the draft request for payment in order for the request to be included in Owner Application for Payment.***
- * e. Sales Tax Report or Billing per project requirements. - **tab Sales Tax (10)**
- * f. Completed Tier Schedule - A list of all suppliers/vendors/ subcontractors that will receive payment as a result of funding for that month's pay application. - **tab Tier Release Schedule (9) (instructions (8))**
- * g. Lower Tier Unconditional Progress and/or Final Release from the sub/vendor shown on previous Lower Tier Schedule as receiving payment as a result of the previous month's funding.
- * h. HUB/MBE Form – Appendix E (commitments from Affidavits provided at bid must be included) - **tab Appendix E (13)**
- * i. If billing for OFFSITE STORED MATERIALS, refer to Exhibit E of the contract – all backup paperwork must be attached to Pay Application - you may request the forms from the Project Accountant as well.
- * **if applicable** j. Change Orders must be fully executed by an **Officer or Authorized Agent** (see note above in item (d.); regarding Authorized Agent requirement) and listed on the Schedule of Values as directed on the Change Order.- **change order SOV (3)**

Request for Payment

Subcontractor's Name	<i>THE BEST SUB IN USA, INC.</i>	Pay Request #	PE 0 1
Subcontractor's Address	<div style="display: flex; justify-content: space-between;"> <div> <u>remit to:</u> PO BOX 1234 ANYWHERE, USA 12345 </div> <div> <u>physical</u> 1111 THE STREET ANYWHERE, USA 12345 </div> </div>	Work Performed Through:	5/31/2018 <small>last day of billing month</small>

Job No.: _____

Project Name: UNC WILMINGTON PARKING DECK II
 Owner: STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON

PENCIL/DRAFT BILLINGS ARE DUE 15TH
 OF EACH MONTH - EMAIL BILLINGS TO
 ASUTTON@BALFOURBEATTYUS.COM

Description of Work:	SCOPE OF WORK
Original Contract Amount	\$125,000.00
Change Order Total <small>Through C/O #: _____</small>	\$125,000.00
Total Revised Contract	\$125,000.00
Value of Work Performed to Date (G703 H)	_____
Value of Materials Stored On Site (G703 G)	_____
Value of Materials Stored Off Site (G703 F)	_____
Current Month (THIS PERIOD-G703 E)	_____
Total (G703 H)	_____
Retainage Percent 5%	_____
Amount Earned to Date	_____
Less Previous Approved Billings/Payments	_____
Total Amount this Requisition <small>releases to match this amount</small>	_____
Less Adjustments/Joint Checks	_____
Less Pending Back Charges	_____
Total Amount Less J/C &/or B/C	_____

For Balfour Beatty Use Only:				
CO #	Vendor #	Job #	JDE Order #	CW Contract No.
	1086347			
Date	Invoice #	Description		
5/31/2018	PE01	PE _____		
To Date Gross Amount		Retainage Amt	To Date Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code		
YES				
NO		51600000.42040		

For Balfour Beatty Use Only:			
Subcontract <input checked="" type="checkbox"/>	Purchase Order <input type="checkbox"/>		
Other Contract Type _____			
Unit Price <input type="checkbox"/>	Lump Sum <input checked="" type="checkbox"/>		
Bonded <input type="checkbox"/>	Unbonded <input type="checkbox"/>		
Subguard <input type="checkbox"/>	Alternate Plan <input type="checkbox"/>		
Contract Increased 20%?			
increase/decrease from original contract			
Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	NA <input type="checkbox"/>	
If yes, bond rider received			
Y <input type="checkbox"/>	N <input type="checkbox"/>	NA <input type="checkbox"/>	
EEO Reports Current	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Certified Payrolls Current	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	NA <input type="checkbox"/>
Insurance Status			
Insurance Expiration Date			
Release Attached	Y <input type="checkbox"/>	N <input type="checkbox"/>	
Tier/Supplier Release Required	Y <input type="checkbox"/>	N <input type="checkbox"/>	
New materials stored off site	Y <input type="checkbox"/>	N <input checked="" type="checkbox"/>	X <input type="checkbox"/>
Reducing Retention	Y <input type="checkbox"/>	N <input type="checkbox"/>	
If reducing retainage, reducing			
From _____	To _____ %		
Consent of Surety for retention reduction if bonded			
Y <input type="checkbox"/>	N <input type="checkbox"/>	NA <input type="checkbox"/>	
Final Payment	Y <input type="checkbox"/>	N <input type="checkbox"/>	X <input type="checkbox"/>
Payment Terms:			
7 to 10 days after Balfour Beatty's receipt of Owner Funding			
Owner Billing:			

Approvals:

PM / Date

PA / Date

APPLICATION NUMBER: PE01

APPLICATION DATE: 5/31/2018

UNC WILMINGTON PARKING DECK II

Balfour Beatty PROJECT NUMBER	10365.400
--------------------------------------	-----------

Contract description of Work:

THE BEST SUB IN USA, INC.

SCOPE OF WORK

[illegible]

CONTINUATION SHEET

AIA DOCUMENT G703

Change Order(s)

APPLICATION NUMBER:

APPLICATION DATE: 05/31/18

UNC WILMINGTON PARKING DECK II

Balfour Beatty PROJECT NUMBER 10365.400

Your Company's Name THE BEST SUB IN USA, INC.
Contract description of Work:

SCOPE OF WORK

A ITEM NO.	B CHANGE ORDER No. DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION	E WORK PERFORMED THIS PERIOD	F MATERIALS PRESENTLY STORED OFFSITE (NOT IN D OR E)	G MATERIALS PRESENTLY STORED ONSITE (NOT IN D OR E)	H TOTAL COMPLETED AND STORED TO DATE (D+E+F+G)	% (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE TO DATE 5%
OR	Original Contract Value									
1	SCO 001		-	-	-	-	-		-	-
2	SCO 002		-	-	-	-	-		-	-
3	SCO 003		-	-	-	-	-		-	-
4	SCO 004		-	-	-	-	-		-	-
5	SCO 005		-	-	-	-	-		-	-
6	SCO 006		-	-	-	-	-		-	-
7	SCO 007		-	-	-	-	-		-	-
8	SCO 008		-	-	-	-	-		-	-
9	SCO 009		-	-	-	-	-		-	-
10	SCO 010		-	-	-	-	-		-	-
11	SCO 011		-	-	-	-	-		-	-
12	SCO 012		-	-	-	-	-		-	-
13	SCO 013		-	-	-	-	-		-	-
14	SCO 014		-	-	-	-	-		-	-
15	SCO 015		-	-	-	-	-		-	-
16	SCO 016		-	-	-	-	-		-	-
17	SCO 017		-	-	-	-	-		-	-
18	SCO 018		-	-	-	-	-		-	-
19	SCO 019		-	-	-	-	-		-	-
	SCO SUB TOTAL VALUE									
	CURRENT CONTRACT TOTAL VALUE									

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

THE BEST SUB IN USA, INC.

(Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

, ("BBC"), a subcontractor to BBC or a

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain

improvements on the work of improvement commonly known as:

UNC WILMINGTON PARKING DECK II

("Project")

(Name or Description of Project)

which is located at

Street Address

in the City of

WILMINGTON

, and County of

NEW HANOVER

, and is owned by

STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON

("Owner").

(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ _____ the sufficiency of which is hereby acknowledged and confessed,

(Amount to be paid to Subcontractor/Vendor)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: **5/31/2018**

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this _____ day of _____, 20 _____.

THE BEST SUB IN USA, INC.

(Name of Subcontractor/Vendor)

signature

By: _____

(Print or Type the Signers Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed and acknowledged before me this _____ day of _____, 20 _____, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____

Notary Public

My Commission expires: _____

(Notary Seal)

Exhibit F3

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Subcontractor/Vendor)

The undersigned,

THE BEST SUB IN USA, INC.

(Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

, ("BBC"), a subcontractor to BBC or a

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

UNC WILMINGTON PARKING DECK II

("Project")

(Name or Description of Project)

which is located at

Street Address

in the City of

WILMINGTON

, and County of

NEW HANOVER

, and is owned by

STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON

("Owner").

(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ _____ the sufficiency of which is hereby

(Amount to be paid to Subcontractor/Vendor)

acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project; and (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands demands arising from any contended delays, disruptions or changes to the Work, except with regard to disputed amounts specifically identified below:

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this _____ day of _____ 20 _____.

THE BEST SUB IN USA, INC.

(Name of Subcontractor/Vendor)

signature

By:

(Print or Type the Signers Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed and acknowledged before me this _____ day of _____ 20 _____, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____

Notary Public

My Commission expires: _____

(Notary Seal)

**STATE OF NORTH CAROLINA
COUNTY SALES AND USE TAX REPORT
SUMMARY TOTALS AND CERTIFICATION**

OWNER:	STATE OF NORTH CAROLINA, THRU UNIVERSITY OF NORTH CAROLINA WILMINGTON
CONTRACTOR:	Balfour Beatty Construction, LLC
SUBCONTRACTOR:	THE BEST SUB IN USA, INC.
PROJECT:	UNC WILMINGTON PARKING DECK II

CURRENT PERIOD PE	PE01
PERIOD THRU:	

VENDOR	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	N.C TAX	COUNTY TAX	TOTAL TAX	NAME OF COUNTY
				TOTAL					

* Attach subcontractor(s) report(s)
** Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete. **Note: This certified statement may be subject to audit.**

** If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.*

Sworn to and subscribed before me, This the day of 20

State of

County of _____

Notary Public

Signed

Print /Type Name and Title on Line Above

Seal

My Commission

NOTE: This certified

LOWER TIER SCHEDULE INSTRUCTIONS:

This project requires lower tier releases from your suppliers/vendors/subcontractors to be submitted to your Balfour Beatty Project Accountant. These releases must be on the proper Balfour Beatty forms (tab - 11 & 12). In addition to the releases, we require a Tier Release Schedule (tab – Tier Release Schedule 09) to be completed and **submitted with each billing, even if no lower tiers** are used in the month being billed. Below are instructions on completing the Tier Release Schedule .

Column A- Subcontractors/Suppliers REQUIRED

Please list all subcontractors/suppliers/vendors and their contact information, that will be used to complete this contract. Once a tier is listed, they cannot be removed.

Column B (1st row)- Notice to Owner Filed

If a tier has submitted a notice to the owner that they are performing work under your contract or have successfully registered on the NC Lien website, please enter "Yes".

Column B (2nd row)- Date NTO Filed/NC Lien Registration

If a tier submitted a **Notice To the Owner/Registered on NC Lien**, please enter the date of the notice.

Column C- IF APPLICABLE Has Tier Sub enrolled in O/CCIP**? select: (Yes/No)

Column D- Cumulative dollar amount tier billed for work/materials to date: REQUIRED

This the total amount the Lower Tier has billed to date. If tier has not billed for any work to date, indicate in the Comments column "Tier has not yet billed." No other sections will need to be completed for this tier.

Column E- Tier's most recent invoice date which accounts for the cumulative total billed amount

Column F- Release date must be the same or more current than the date provided for the Most Recent Invoice Date submitted for previous month's Lower Tier Schedule

Column G- Lower Tier Releases is either Progress or Final

Column H- For any needed notes

TIER RELEASE SCHEDULE

Job Name
Job #
PRIME SUB'S NAME

UNC WILMINGTON PARKING DECK II

THE BEST SUB IN USA, INC.

Date Prepared: 10/26/2018
Attachment for Pay Req #: PE01
for Month Ending: LAST DAY OF THE BILLING MONTH

A	B	C	D	E	F	G	H
Subcontractors/Suppliers/Vendors List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Notice to Owner (NTO) Filed/Registered with Lien Agent? (Yes/No) Date Filed	IF APPLICABLE Has Tier Sub enrolled in CCIP?? select: (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice date: (as will be noted on releases)	Tier's most recent release is dated through: (as will be noted on releases)	Tier's most recent release is for a PROGRESS or FINAL PAYMENT. Select One	COMMENTS:
LOWER TIER 123 ANYWHERE ANYTOWN, NC 27345 919-777-9999	YES	N/A	\$10,000.00	5/31/2012	5/31/2012	PROGRESS PAYMENT	
	3/7/2012						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						
						N/A	
	DATE						

TIER RELEASE SCHEDULE

Job Name _____
Job # _____
PRIME SUB'S NAME UNC WILMINGTON PARKING DECK II
THE BEST SUB IN USA, INC.

Date Prepared: 10/26/2018
Attachment for Pay Req #: PE01
for Month Ending: LAST DAY OF THE BILLING MONTH

A	B	C	D	E	F	G	H
Subcontractors/Suppliers/Vendors List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Notice to Owner (NTO) Filed/Registered with Lien Agent? (Yes/No) Date Filed	<u>IF APPLICABLE</u> Has Tier Sub enrolled in CCIP**? select: (Yes/No)	<u>Cumulative</u> dollar amount tier billed for work/materials <u>to date:</u>	Tier's most recent invoice date: <i>(as will be noted on releases)</i>	Tier's most recent release is dated through: <i>(as will be noted on releases)</i>	Tier's most recent release is for a PROGRESS or FINAL PAYMENT. Select One	COMMENTS:

Exhibit G2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned,

lower tier company name

(Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

, ("BBC").

THE BEST SUB IN USA, INC.

a subcontractor to BBC or a

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

UNC WILMINGTON PARKING DECK II

("Project")

(Name or Description of Project)

which is located at

Street Address

in the City of

WILMINGTON

, and County of

NEW HANOVER

, and is owned by

STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ **2.00** the sufficiency of which is hereby acknowledged and confessed,

(Amount paid to Subcontractor/Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through **4/29/2012**

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this _____ day of _____, 20_____.

lower tier company name

(Name of Subcontractor/Vendor)

signature

By:

(Print or Type the Signers Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed and acknowledged before me this _____ day of _____, 20_____, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____

Notary Public

My Commission expires: _____

(Notary Seal)

Exhibit G4

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Subcontractor/Vendor)

The undersigned,

lower tier company name

(Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC

,"BBC")

THE BEST SUB IN USA, INC.

a subcontractor to BBC or a

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

UNC WILMINGTON PARKING DECK II

("Project")

(Name or Description of Project)

which is located at

Street Address

in the City of

WILMINGTON

, and County of

NEW HANOVER

, and is owned by

STATE OF NORTH CAROLINA, THROUGH UNIVERSITY OF NORTH CAROLINA WILMINGTON

("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of \$ **2.00** the sufficiency of which is hereby acknowledged and confessed,

(Amount paid to Subcontractor/Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project ;and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work.

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this _____ day of _____ 20 _____.

lower tier company name

(Name of Subcontractor/Vendor)

signature

By:

(Print or Type the Signers Name and Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed, sealed and acknowledged before me this _____ day of _____ 20 _____, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: _____

(Notary Seal)

APPENDIX E

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Contractor:

THE BEST SUB IN USA, INC.

(Subcontractor's Company)

Address:

PO BOX 1234

ANYWHERE, USA 12345

Phone:

Fax:

Project Name:

UNC WILMINGTON PARKING DECK II

Pay Application #:

PE01

Period:

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

[illegible]

*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:

THE BEST SUB IN USA, INC.

Company

Signaute

SUBMIT WITH EACH PAY REQUEST & FINAL PAYMENT

Print Name & Title

**THE OFFSITE STORED MATERIAL PROCEDURES AND
FORMS ARE AVAILABLE UPON REQUEST TO THE PROJECT
ACCOUNTANT.**

SUBCONTRACTOR CHANGE ORDER BACKUP FORM

PROJECT: UNCW Parking Deck II

S / C CE # _____

SUBCONTRACTOR: _____

CMAR CE # _____

CONSTRUCTION MANAGER: Balfour Beatty

ASI NUMBER:

DESCRIPTION OF WORK:

MATERIALS: (Attach list with Quantity, Item, Unit Price, Unit Manhours, Total Manhours, Overtime Manhours, Total Dollar Amount)

SUBTOTALS

DESCRIPTION:	QUANTITY	UNIT	UNIT RATE		
1)	0	Ea	\$ -	\$0.00	
	0	Lump Sum	\$ -	\$0.00	
	0		\$ -	\$0.00	
	0		\$ -	\$0.00	
	0		\$ -	\$0.00	
2) Subtotal Materials				\$0.00	
3) Material Markup (Line 2) (10% maximum, 5% Deduct, includes small tools & consummables)				\$0.00	
4) Sales Tax - 7.25% (on line 2 value)				\$0.00	
5) Shipping & Transportation (F.O.B. destination, freight prepaid and charged back)				\$0.00	\$0

LABOR:

	QUANTITY		RATE		
6) Manhours:	0	MH @	\$ - /hr	\$0.00	
		MH @	/hr	\$0.00	
		MH @	/hr	\$0.00	
		MH @	/hr	\$0.00	
		MH @	/hr	\$0.00	
		MH @	/hr	\$0.00	
Subtotal 0		Subtotal		\$0.00	
7) Overhead & Profit on Item 6 (10% maximum on straight labor cost (5% Deduct), not premium portion)(includes off site supervision and truck)				\$0.00	
8) Payroll Taxes & Insurance (Max 39%)	35%	Percent		\$0.00	\$0

EQUIPMENT RENTAL (include quotes):

8) Equipment Rental	0	
9) Overhead & Profit (Line 8) (10% maximum, 5% Deduct)	0.00	\$0

TIER SUBCONTRACTORS (include quotes with material & equipment backup):

10) Invoice / quote total	\$0.00	
11) Overhead & Profit (5% maximum on new work, 5% deduct)	\$0.00	\$0

PROPOSED TOTAL \$0

To the best of my knowledge and belief, I certify that all costs listed above are correct.

Print Name

Title

Contractor Signature

Date

EXHIBIT H

Project Schedule

TBD

University of North Carolina -
Wilmington
Allied Health/Veterans Hall Building
Wilmington, North Carolina

QUALITY ASSURANCE / QUALITY CONTROL PLAN

Prepared by: Balfour Beatty/Metcon Construction

May 2018

Exhibit I Sample Quality Control Plan

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Exhibit I Sample Quality Control Plan

QUALITY CONTROL PLAN

PURPOSE

Our purpose is to provide a customized "Quality Control Program" that fits the requirements of the referenced project, and to assign the individual responsibilities as set forth in the program. The Project Team will prepare a "Quality Control Plan", similar to this document, that is tailored to the project as early as the documents allow. This plan will be based on document requirements, operations procedures, agency policies, and all other identifiable factors.

GENERAL

The contract documents will be followed under all circumstances unless modified by the Owner or his representative. Nothing in this plan should imply any tasks or responsibilities that are unreasonable.

RESPONSIBILITIES

It will be the responsibility of the project supervisory and management personnel to ensure that quality materials and workmanship are incorporated into the project according to the contract documents. The Project Manager and Superintendents are responsible for developing and managing the Project Quality Control Plan. All BBC personnel are responsible for executing the plan and for monitoring the QC activities as designated in this plan.

The Project Manager and the Superintendents should delegate areas of responsibility to other staff members and subcontractors as necessary to accomplish the best results.

At a minimum, the following construction management personnel should have assigned responsibilities in the Project Quality Control Plan.

- | | |
|-------------------|----------------|
| ■ Superintendent | Ken Florence |
| ■ Project Manager | Jason Lovelace |

At a minimum, the following Trade Subcontractors should be involved in the development and implementation of the Project Quality Control Plan:

- MECHANICAL
- PLUMBING
- ELECTRICAL
- FIRE PROTECTION
- STRUCTURAL STEEL ERECTION
- STUD FRAMING & DRYWALL
- CONCRETE

Exhibit I Sample Quality Control Plan

■ MASONRY

■ ROOFING

Each Trade Subcontractor and his assigned representative will be responsible for the quality of materials and workmanship of his respective trade. All personnel with assigned responsibilities will be identified by name and title, with their respective responsibilities listed in the Project Quality Control Plan.

Trade Subcontractor representatives will become familiar with this Project QC Plan and incorporate related plan activities into their work flow.

POST DESIGN PHASE PRE-CONSTRUCTION ACTIVITIES.

Pre-Construction Conference

A meeting is held with the successful subcontractors, after the contracts have been awarded and signed, to review and discuss the subcontractor's schedule, interfaces, phasing and sequencing, and integration with the project schedule. The conference will include BBC's Project management, the subcontractor's representatives, major vendors, the Architect, and the Owner.

Manpower requirements and subcontractor's supervisors for the project are also discussed. The commercial issues with bonds, insurance, and payment conditions are reviewed. The basics of the Project QC Plan will also be reviewed at this meeting.

Subcontractor Orientation Program

BBC will present a program to key subcontractors with specific information to orient them with the construction management concept to be used on the Project. The Project Quality Control Plan will be reviewed at this meeting. The meeting will encourage full participation and input from all members of the project management team and the subcontractors. The meeting will include a discussion of construction products specified for the Project, logistics, and specific needs of the subcontractor as well as the construction manager. A follow up meeting will be held to review any issues or concerns that are addressed. The meeting should include a discussion of the specific construction activities for the building envelope, penetration techniques, drywall installation details, rated wall requirements, weather protection, building noise, & public safety and/or any unique conditions of the Project. The inspection program for the Project should also be discussed.

Pre-Installation Conference

Some pre-installation conferences are required within the project specifications and are generally for more involved construction installations. Typically these will include exterior systems such as structural steel, masonry, air membrane, waterproofing, and/or roofing systems, & MEP & kitchen systems. The project team should also give consideration to having pre-installation conferences for such installations and construction techniques as firestopping systems, glazing systems, concrete flatness and levelness and other more complex systems.

Often the material manufacturer will hold or participate in these conferences. For installations where this is not possible, the project team should prepare for and hold this meeting basing it on

Exhibit I Sample Quality Control Plan

contract documents and installation requirements. All required mock-up locations shall be established during this meeting.

Project Schedule

A project schedule is prepared by the BBC team to identify the construction activities, phasing plans, duration, and coordinate the needs of the construction manager, subcontractors, and Owner. The work flow sequence is defined within the phases to control the work completeness and to monitor schedule compliance.

Inspection Schedule

Review and discuss inspection procedures such as frequency and who performs.

CONSTRUCTION ACTIVITIES

Submittals and Shop Drawings

The Project Manager will assign a Project Engineer to assemble all shop drawings and submittals. All outstanding submittals are to be immediately given to the Project Engineer so that they can be reviewed for compliance with the plans and specifications. After approval for general arrangement, the Project Engineer will forward the submittals to the Architect/Engineer with any BBC comments for final review and approval. The Superintendents will be responsible for reviewing and familiarizing himself/herself with all aspects of the shop drawings. The Project Engineer will identify all deviations from the plans and specifications within the submittals and shop drawings.

Quality Control Filing System

The Project Engineer will implement and maintain a filing system specifically for Quality Control. At a minimum, the following files (orange tabs) will be established:

- Soils, Fireproofing, Test Reports, etc.
- Quality Control Checklists
- Technical Services Site Visit Comments
- First Work Inspections
- Pre-finish Inspection Reports
- Ceiling Closure Inspection Records
- Trade Final Records
- Systems Check-Out Records (Reports, follow-up)
- BBC Final Punch Records
- Architect's Observation Reports/Responses
- Engineer's Observation Reports/Responses

Exhibit I Sample Quality Control Plan

- Owner's Observation Reports/Responses
- Agency Inspection Reports/Responses
- Testing Laboratory Inspections

The Project Engineer and Superintendents will develop a list of appropriate QC Manual checklists with a corresponding schedule for distribution to appropriate Trade Subcontractors and site personnel. Checklists will then be distributed as part of the monthly Project Manager's Meeting Agenda by the Project Engineer. The Superintendents will be responsible for ensuring that these checklists are correctly used and filled out.

First Work Inspections

Soon after the Trade Subcontractor has started work and has a representative sample of the work in place, the Superintendents will inspect the work to determine if it is in compliance with the contract documents, and whether it meets quality standards.

Prior to the inspection, they will familiarize themselves with the specifications, applications, or installation methods required by the manufacturer that are included in the approved submittal data or shop drawings. Details or notes on shop drawings will be noted as applicable.

In addition to the Superintendents review of all shop drawings, the Project Engineer will, at specific times during the job, provide the Superintendents with copies of shop drawings and installation details for construction activities. He will also include all other activities deemed necessary by the Project Manager.

NOTE: Choose those specific activities that may require extra attention. The following are examples:

- Drywall Systems
- Vapor Barrier
- Waterproofing
- Metal Panels
- Flashing Details
- MEP Systems

The Project Manager will be present during the initial inspections to review material type, manufacturer, color, etc. Any discrepancies in installations will be noted and corrected by the Trade Subcontractor. Upon completion of corrective work, a follow-up inspection will be made to confirm that work in place is satisfactory. Should the Trade Subcontractor not comply or concur with discrepancies noted, the Superintendents will be notified immediately for further action.

Daily Inspections

All work areas will be inspected daily by the Superintendents to ensure proper sequencing of work and installation practices. Deficiencies will be noted as necessary. Trade Subcontractors will be notified of repetitive deficiencies or deficiencies of major magnitude in writing by the

Exhibit I Sample Quality Control Plan

Superintendents using the "Notice of Noncompliance" form. The Superintendents will plan activities to allow daily review of job progress and the work in place.

The Project Engineer should observe the jobsite and the work in place twice per week at a minimum. When possible the Project Engineer should accompany the Superintendents on a jobsite walk.

The Project Manager will inspect the work at least once each week, preferably with the Superintendents. This inspection will include compliance with documents, quality control concerns, sequencing, scheduling of the work, safety, and clean-up. Observations and comments will be communicated to the Superintendents.

Follow-up Inspections

Periodic follow-up inspections of work will be made by the Superintendents to ensure that the same standard of quality and workmanship is maintained throughout the job. A follow-up inspection should be made any time that there is a major change in the work conditions, such as a change in mechanics, a new foreman, or moving to a different section of the building.

In-Wall Inspections

In-wall inspections shall be required prior to the enclosure of walls and ceilings. A system will be developed by BBC and Trade Subcontractors during pre-installation conferences. The use of a color code system as shown below is an example of such a system. Personnel from each Trade Subcontractor and the Construction Manager will be responsible for carrying out this procedure, along with their assigned color. Each trade will sign off prior to the enclosure of walls and ceilings. A log will be kept by assigned BBC field personnel. Please review the requirements of this procedure.

<u>TRADE</u>	<u>NAME</u>	<u>COLOR</u>
HVAC/Controls	TBA	Pink
Plumbing	TBA	Blue
Electrical	TBA	Yellow
Blocking	TBA	Red
Drywall	TBA	Green
Construction Manager	TBA	White

Sequence Inspections

The Superintendents will be responsible for organizing, scheduling, and coordinating project sequence inspections for the various building sequences.

These inspections should encompass specific buildings or project areas. Inspections will be made at appropriate project stages. The Superintendents will coordinate the flow of work within sequences for the scheduled sequence inspections. Sequence inspections will include:

- Utility Inspection
- Structural Inspection

Exhibit I Sample Quality Control Plan

- Work in Progress Inspection

Exhibit I Sample Quality Control Plan

- In Wall Inspection
- Sequence Pre-Finish Inspection
- Ceiling Closure Inspection
- Sequence Finishes

Phase Inspections

The Project Manager and Superintendents will be responsible for organizing, scheduling and coordinating project inspections for the various project phases. Project phases include one or more project sequences and are determined by the occupancy schedule for the project. The Superintendents will coordinate the flow of work within each project phase for the following phase inspections:

- Trade Final Inspection
- Systems Check Inspection
- BBC Final Inspection

The purpose and scope of work to be completed at the above project inspections are as per the attached.

Inspection observations and comments will be distributed by the Project Manager to the Trade Subcontractor's management personnel, on-site personnel, Senior Project Manager, and the Trade Subcontractor's Superintendents.

A completion date for Trade Subcontractor's corrective action will be established and a written response requested to confirm items have been completed. The Project Manager, with the assistance of the Superintendents, will follow up and verify satisfactory completion of the work. If the work is not completed to the satisfaction of the Project Manager, the Superintendents will take the appropriate actions.

Acceptance Inspections

- Architect's/Engineer's Final
- COD Final

Work in Progress Inspections

The intent of the Work in Progress Inspection is to allow Project Managers, Superintendents, governing agencies, or other project representatives the opportunity to review a ***representative sampling*** of materials, techniques and workmanship. The inspection also offers project participants an opportunity to review space constraints, equipment layout, and code issues at an early project stage when correction can be made in a more timely manner.

Exhibit I Sample Quality Control Plan

The intended scope of the work to be reviewed during these inspections and the intended degree of work completeness is defined by the following list of worktopics.

- Fire-rated and Non-rated Partitions
- Brick walls; Horizontal and Vertical reinforcing.
- Large Mechanical Pipe Systems [Partially completed]
- Electrical Service
- Mechanical Equipment & controls [Space layout to check coordination and proper clearances]
- Damp-proofing [Completed]
- Flashing [Partially completed]
- Building Skin [Partially completed]
- Concrete Slabs [Completed]
- Submittals [Complete with few exceptions]
- Wall and Space Identification [Floor stencil identification]
- System Insulation [Partially completed]
- Vapor Retarder [Partially completed]
- Pipe System Penetration Assemblies - floor and wall [Partially completed; Completed samples visible]
- Stair Construction/Pans [Treads and concrete work complete]

Sequence Pre-Finish Inspection

The intent of the Sequence Pre-Finish Inspection is to ensure that floor slabs, drywall, mechanical, plumbing, and electrical (MP&E) rough-in and all work above the ceiling line is 100 percent complete, of good quality, and complies with contract and code requirements. Upon completion, the area should be ready for finish work such as paint and vinyl wall coverings.

The scope of the work and the degree of completeness to be reviewed during this inspection is defined by the following list of worktopics.

- Drywall [100% complete - Ready for Paint Primer]
- Penetrations Sealing [100% Complete]
- Exterior Sheathing ready for Vapor Barrier
- Rated Walls Labeling (Stenciled) [100% Complete]

Exhibit I Sample Quality Control Plan

- Miscellaneous Blocking and Support Systems [100% Complete]
- Fireproofing Touch-Up [100% Complete]
- Slab Patching, Grounding, and Sanding [100% Complete - Ready for Finish Installer's Final Surface Preparation]
- Stair Installations [100% Complete - Ready for Finishes]
- Mechanical and Plumbing Piping [Installed, Tested, Insulated, and Identified]
- HVAC Ductwork [Installed, Sealed, Tested, and Insulated]
- Flex Duct [Installed, Connection to Duct Complete, Outlet End Temporarily Tied Above Ceiling Line]
- Control [Complete Above-Ceiling and Thermostat Wall Rough-In Complete]
- Dampers and Perimeter Angles [100% Complete - If agencies require angles and damper insulation to be deferred until after their damper inspection, this requirement will defer damper completion.]
- Duct Access Doors [100% Complete]
- Pipe Shields / Saddles [100% Complete]
- Copper Pipe Isolation [100% Complete]
- Conduit and Wire [All Conduit Run and Wire Pulled]
- Communication Cabling [All Low Voltage Wire Pulled, Bundled, and Secured]
- Lighting [4-Foot Florescent Fixtures Installed and Operating; Temporary Cabling Removed]
- Wire Joints [Above-Ceiling and Inwall Joints Made-Up / Terminated]
- Junction Boxes [Wire Joints Made-Up, Covers Installed, and Circuits Identified]
- Conduit and Junction Box Color Coding [100% Complete]
- Electrical Panels [Cans Installed and Built-Out to Support Lighting]
- Wall-Mounted Wiring Devices [Switches and Receptacles Installed]
- Area Clean-Up [Area Broom Clean and Void of Stored Materials]
- Mech/Plumbing chases spotless at end of construction.

Ceiling Closure Inspection

The intent of the Ceiling Closure Inspection is to confirm all ceiling work and trim-out is complete prior to ceilings being closed. By this time, the Project Engineer should have everything in

Exhibit I Sample Quality Control Plan

the agency closeout complete, with the exception of the system certifications. The scope of the work to be reviewed and the degree of completion is defined as follows:

- Pre-Finish Sequence Punchlist Items [Complete]
- Ceiling Framing [Installed]
- Ceiling-Mounted Devices [Installed - Light Fixtures, Etc.]
- Ceiling Access Doors [Installed]
- HVAC Conditioned Air [In Operation]
- HVAC Duct System [Run-Outs, Volume Dampers, Outlet Grilles/Diffusers, and Insulation Installed]
- Electrical Panels [Wire Terminations Made, Breakers Installed, and Panel Covers in Place]
- Confirm MP&E Rough-In is Correct at All Equipment and Fixtures
- Owner-Furnished Equipment [Installed with Above-Ceiling Hook-Up Complete to the Extent Possible]
- NFPA Sprinkler Inspections complete

Sequence Finishes Inspection

The intent of the Sequence Finishes Inspection is to ensure that all finish work including case-work is of proper quality and complies with contract and code requirements. Additionally, it ensures that all work, except that which may become damaged or lost, is 100 percent complete.

Conditioned air shall be provided before the Finishes Inspection is conducted. Wet piping systems shall be loaded, under pressure, and without leaks.

The scope of the work to be reviewed during this inspection will include, but is not limited to, the following:

- Painting and Caulking
- Wall Coatings/Coverings
- Base
- Hard Tile
- Doors and Hardware
- Handrail
- Diffusers and Grilles

Exhibit I Sample Quality Control Plan

- Wiring Devices and Cover Plates Installed
- Fire Alarm Devices
- Electric Panel and Cover Installation
- Light Fixtures

Trade Final Inspections

The purpose of the Trade Final Inspection is for the Trade Subcontractor to verify work quality and completeness before higher tier subcontractors, CT/BBC, and other project team representatives begin their respective final inspections.

Each Trade Subcontractor shall perform a final inspection of their work with their personnel. A written punchlist shall be prepared and submitted to CT/BBC to confirm the inspection has occurred and to report the status of the work. Punchlist items shall be corrected, with the actions taken reported to BBC.

BBC Systems Check(s)

These inspections provide a structured method for BBC to review the installation and operation of the individual systems and their components. It also allows BBC to review the interface between associated equipment and systems to ensure that they are ready for review by the Design Engineers and the authorities having jurisdiction. A BBC Representative will witness demonstrations of systems operation by Trade Subcontractors. The systems check may encompass several steps over a period of time. The inspection schedule will be generated during the development of the Project QC Plan and/or during the planning meeting. The inspection agenda will be influenced heavily by the project schedule and the project close-out plan. Contract document requirements, including approved submittal data and the applicable codes/standards, will be used as the basis for this inspection. The Systems Check is to be performed after the respective Trade Subcontractor and the Project Management staff has satisfied themselves that the individual systems and the associated interfaces are complete and operational. It is not the intent of the Systems Check to troubleshoot installations for the Trade Subcontractor.

The Project Engineer will ensure that all system certifications are complete and on hand for review at the time of the Systems Check. In addition, he will ensure that all applicable and approved submittal information, sequence of operation and interface, and shop drawings are readily available for reference.

A Pre-Inspection Coordination Meeting should be held six to eight weeks prior to the scheduled date for the systems check. During this meeting the following items should be addressed. All outside agencies and manufacturers involved should attend.

- Scheduled Completion Dates
- Schedule for Trade Subcontractor Systems Checks
- Agenda for CT/BBC Systems Checks
- BBC Manpower Requirements

Exhibit I Sample Quality Control Plan

- Trade/Subtrade Manpower Requirements
- Outstanding Issues
- System Interfaces
- Sequence of Operation for Each System

Attendants at this meeting should include, at a minimum, the following personnel.

- Trade Subcontractor Superintendents
- Trade/Sub-Trade Subcontractor Representatives

Fire Alarm

Controls

Pre-Final Completion Check

The intent of the Pre-Final Completion Check is to ensure that all work is 100 percent complete and clean, and that the systems are operational and adjusted. All inspections by the local authorities will be complete by this stage.

This project evaluation is intended to be primarily an administrative review of the work. A re-view of the status of Punchlist work, RFI's, outstanding issues, and the work scope in general may reveal incomplete work or the need for additional project area inspections such as under-ground utilities, building roof, exterior building skin, window testing, landscaping, and existing building areas affected by the project.

BBC Final Inspection

A planning and scheduling meeting should be held by the Project Engineer 60 days before final inspections are scheduled, to plan the inspection process, and to coordinate activities. The intent of the BBC Final is to ensure that no minor items have been overlooked in previous inspections and to observe the operations of the systems prior to inspections by others. All punchlist items must be complete prior to this inspection.

Owner/Architect/Engineer/Agency Completion Check

The intent of these inspections is to ensure that the building is ready for the Owner's occupancy and operation.

Architect/Engineer Inspections and Observations

The Project Manager, with the appropriate input from the Superintendents, will advise the project design team members of project status for their observations. Trade Subcontractors will be notified of final punchlist items, for correction. Upon completion of these items, Trade Subcontractors will provide written confirmation to BBC.

The Project team will maintain file copies of design team field observation reports. Follow-up, action, or response required dates, will be coordinated with the Superintendents. The Project

Exhibit I Sample Quality Control Plan

Manager will be advised of inappropriate responses or excessive delays for corrective work by Trade Subcontractors.

Local Agency and State Health Inspections

The Project Manager and Superintendents will schedule and coordinate all agency inspections and advise the design team, and Trade Subcontractors as applicable. Copies of agency inspection comments will be given to the Project Executive.

The Project team will maintain the state agency/local inspection file, and will have the agency close-out book completed and on hand for the final city inspection.

The Project Manager will initiate and update the state licensing inspection schedule as necessary.

Job Observations and Inspection Tickler File

The Project team will maintain file copies of observation reports and/or inspection punchlists during construction. Follow-up, action, or response required dates, will be coordinated with the Superintendents. The Project Manager will be advised of inappropriate responses or excessive delays for corrective work by Trade Subcontractors.

CONCLUSION

Quality is an attitude and commitment from within to meet the customer's expectations. The quality of the finished project is the customer's final impression.



CERTIFICATE OF LIABILITY INSURANCE **EXHIBIT J**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY	X					EACH OCCURRENCE \$1,000,000
X	COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence) \$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$5,000
X	A.I. ENDORSEMENT ATTACHED- (Reference FORM # WITH EDITION DATE)						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS-COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
X	ANY AUTO						BODILY INJURY(Per person) \$
	ALL OWNED AUTOS						BODILY INJURY(Per accident) \$
X	HIRED AUTOS	X					PROPERTY DAMAGE (Per accident) \$
X	UMBRELLA LIAB	X					EACH OCCURRENCE \$1,000,000
	EXCESS LIAB						AGGREGATE \$1,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	Waiver of Subrogation applies in favor of cert holder & owner			WC STATUTORY LIMITS OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All Jobs for Balfour Beatty Construction, LLC, Joint Ventures and related affiliates

As to the Workers Compensation and Employers Liability policy evidenced herein, subrogation is waived in favor of the certificate holder, owners and others as required by contract. As to the general and excess liability policies, the certificate holder, owner and others required by contract are additional insureds. Additional insured status on the general liability policy shall apply for both ongoing and completed operations as evidenced in the attached endorsement. (Attach copy of endorsement to certificate). Such insurance shall be primary and non-contributory to any other insurance that may be available to the additional insured. Umbrella follows form. If applicable, policies do not contain a residential exclusion. 30 DAYS NOTICE OF CANCELLATION IS ENDORSED TO ALL POLICIES

CERTIFICATE HOLDER

CANCELLATION

BALFOUR BEATTY CONSTRUCTION, LLC
3100 McKINNON STREET, 10TH FLOOR
DALLAS, TX 75201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Supplemental Requirements – in addition to the Exhibit J:

1. **If** contract includes mold or other hazardous waste remediation, transport, or disposal:
 - Include Pollution Liability coverage on the Certificate of Insurance with minimum limits of \$2,000,000 including Contractors and Owner as additional insureds.
2. **If** contract includes asbestos abatement or disposal:
 - Include Pollution Liability coverage on the Certificate of Insurance with minimum limits of \$5,000,000 including Contractor and Owner as additional insureds.

(NOTE: limits are subject to change as deemed necessary by Balfour Beatty Risk Management)

Exhibit M - Equal Employment Opportunity ResponsibilitiesEqual Employment Opportunity

It is the policy of Balfour Beatty (Contractor) to employ, retain, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualifications and competence. No person shall be illegally discriminated against with respect to the terms of employment because of such individual's race, color, gender, religion, national origin, age, marital status, disability, genetic information, veteran status, or any other protected characteristic. Contractor expects its subcontractors to abide by this same policy and to comply with all federal, state and local laws. It is also Contractor's policy to treat all subcontractors, suppliers, vendors and customers (prospective or current) in a non-discriminatory manner.

Prohibition Against Harassment

It is the policy of Contractor to provide a workplace free from unlawful and improper "harassment" of employees by employees or agents of Contractor; by agents or employees of a subcontractor; or by agents or employees, of its customers, accounts and vendors. It is the responsibility of every employee and every company doing business with Contractor to cooperate in reaching this goal. Harassment is considered a serious act of misconduct and may subject an employee to disciplinary action, including immediate discharge. For non-employees, Contractor will contact the individual's management to take appropriate action. Discipline will be at the discretion on such individual's management. As used in this policy, the term "harassment" includes sexual and racial harassment as well as harassment based on any other protected classification, including color, religion, national origin, age, marital status, disability, genetic information, or veteran status.

State Law Rider – Ex. O (Carolinas - LF)

ADDENDUM TO BALFOUR BEATTY CONSTRUCTION, LLC (“Contractor”) -STANDARD FORM SUBCONTRACT WITH SUBCONTRACTOR (“Subcontractor”)

The following terms are hereby made a part of the Balfour Beatty Construction, LLC – **Standard Form Subcontract**- between Contractor and Subcontractor (the “Subcontract”); to the extent any term set forth below is contrary to or inconsistent with any term set forth in the Subcontract the term set forth below shall replace such contrary or inconsistent term:

Article 1A: Add the following:

Except as otherwise modified by the terms of the Subcontract, Subcontractor is bound to the Contractor in the same manner as Contractor is bound to the Owner under the prime contract with the Owner. Subcontractor owes to Contractor under this Subcontract the same duties and obligations that are owed by Contractor to the Owner under the prime contract. The prime contract with the Owner consisting of the agreement, the general conditions and the provisions of the plans and specifications applicable to Subcontractor’s Work are made a part of this Subcontract and incorporated herein by this reference.

Article 1C: Add the following:

Subcontractor shall comply with all safety requirements set forth in Exhibit D and all supplements to Exhibit D as referenced in, or attached to, this Subcontract. Subcontractor shall strictly comply with all drug and alcohol restrictions, as well as complying with all requirements for background investigations, that are required for the Project including, as applicable, pre-employment drug testing, pre-assignment drug testing, post-accident drug testing and background checks.

Further, Subcontractor acknowledges that the Site Logistics Plan will change and evolve as conditions on the Project change, which could occur daily. Subcontractor shall strictly comply at all times with the Site Logistics Plan then in effect for the Project.

To the extent that Subcontractor is required by the Subcontract to remove waste from the Project, or to the extent that Subcontractor removes waste, Subcontractor shall do the following:

(1) Subcontractor shall achieve all diversion goals set by Contractor for the Project or shall demonstrate, upon Contractor’s request, the best efforts made by Subcontractor to achieve all such goals;

(2) Together with each monthly invoice or payment application it submits to Contractor, Subcontractor shall provide reports which sufficiently document and substantiate the amount of waste material diverted from landfills and the amount of waste deposited in landfills. For documentation to be sufficient for purposes of this provision, it must include the following: (a) a breakdown by container of the total weight of material in the container and the weight of all material from the container that was recycled; (b) units of weight to be reported in tons, rounded to the tenths of a ton; (c) for all recycled material, all End Market Users of such material shall be identified and their contact information (name of principal contact, address and telephone number) provided; and, (d) the manner in which Subcontractor calculated diversion rates shall be set forth;

(3) Subcontractor shall comply with all local landfill bans (e.g., no disposal of tires, appliances, yard waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes, large metal items, etc.).

Article 1D: Add the following:

Subcontractor is prohibited from assigning any duties and obligations of this Subcontract without the prior written consent of the Carolinas Division President. Any assignment in violation of this prohibition shall be a material default of the Subcontract. Subcontractor shall not subcontract the performance of its work

State Law Rider – Ex. O (Carolinas - LF)

to any tiered subcontractors unless Subcontractor does all of the following: (a) prior to contracting with the tiered subcontractor, Subcontractor discloses in writing to Contractor the name, address, principal and competent person of the tiered subcontractor that is proposed to be used; and, (b) flows down to the subcontractor by written agreement all of the terms and conditions of this Subcontract, which such written agreement Subcontractor shall produce to Contractor if requested. Should Subcontractor make any assignment of payment rights or pledge of amounts to be paid to Subcontractor, such assignment or pledge shall trigger an immediate obligation on the part of the Subcontractor to disclose any and all financial information to Contractor so as to demonstrate Subcontractor's ability to completely and timely perform the Work of the Subcontract. Failure to provide notice of assignment of such payment rights and to disclose the financial information described in this Article 1D within three (3) business days of the triggering event shall constitute a material default of the Subcontract.

Subcontractor shall notify Contractor in writing prior to making any change in its legal form and, in no case, shall Subcontractor continue to perform Work under the Subcontract after making a change to its legal form without first providing Contractor with written notice of the change.

Article 2A: Remove the first sentence and replace with the following:

Contractor will make progress payments to Subcontractor within seven (7) days after Contractor's receipt of payment from Owner for Subcontractor's Work (including changes in the Work paid by Owner), to the extent of Subcontractor's interest in that payment.

Article 2B: Add the following:

Except as otherwise permitted by Contractor in writing, with each payment application or invoice Subcontractor shall provide Contractor with a Partial Waiver and Release Upon Progress Payment for each Lower Tier which has provided labor, services, equipment or materials to Subcontractor on the Project during the period for which payment is requested.

Article 3H: Add the following:

Subcontractor shall refrain from erecting or posting any signs, banners, placards or any item having any advertising effect without the prior written permission of the Contractor, which permission may be revoked at any time and for any reason.

Article 10A: Add the following:

The prevailing party in any arbitration conducted pursuant to this Article 10A, shall be entitled to recover its attorney's fees, costs and expenses reasonably incurred as a result of the parties' dispute.

EXHIBIT Q

BIM Coordination

1. Execution

- 1.1 All Trade Subcontractors shall supply a Project Manager for each system trade authorized to act on behalf of their organization to solve coordination issues which may arise between trades, submit request for information (RFIs), attend coordination meetings and manage their respective BIM Coordinator.
- 1.2 All Trade Subcontractors shall provide a minimum of one dedicated "BIM Coordinator" for each system trade. This person will serve as the BIM point of contact for that respective system trade. It will be the responsibility of each BIM Coordinator to manage his/her BIM deliverables in conjunction with the other parties. Duties to include, but are not limited to: updating of model files, meeting attendance, accuracy of information, data management, quality of models, and meeting schedule deadlines.
- 1.3 All 3D models submitted must be compatible with the current Autodesk Navisworks Manage and BIM 360 Glue software. All model element properties for systems name, size and equipment tag shall be searchable in Autodesk Navisworks Manage.
- 1.4 Trade Subcontractors are required to own the most current version of Autodesk Navisworks Manager software to perform coordination duties and shall pay for all costs associated with securing appropriate system licenses and fees for software and content use for all virtual modeling and coordination work covered in this agreement.
- 1.5 3rd-Party Option: If the trade contractor does not have the in-house capability to produce the required model(s), the trade contractor may utilize the service of an outside entity to provide this service. Entity providing this service must be indicated in bid. Balfour Beatty reserves the right to reject any third-party option proposed for any modeling effort on a project.
- 1.6 File Origin: The file origin or project insertion point (x, y, z) shall be defined by the BBC VDC Manager. All BIM Coordinators must ensure their models submitted for coordination are properly aligned with the coordinates defined by the VDC Manager in the BIM Execution Plan. The base architectural/structural model will be distributed to all participants for use as a background to detail their trade work around. Any conflicts that arise due to non-adherence with the insertion point shall be the responsibility of the non-compliant trade contractor.
- 1.7 Existing Conditions to Remain: Each Trade Subcontractor shall perform a field survey to identify and incorporate into the model any existing systems to remain or structural conflicts identified. Priority layout shall be given to existing systems intended to remain and all efforts shall be made to avoid rework to existing utilities.
- 1.8 Trade Subcontractors will be responsible to provide a virtual model that is 100% coordinated with all other building trade systems in respect to system elevation and dimensioning and system element clash.
- 1.9 Trade Subcontractors shall provide electronic files, in NWC, DWG and/or native modeling software formats, of the model work in progress on a daily basis.
- 1.10 Trade Subcontractors shall communicate, collaborate and coordinate with one another on a daily basis, outside of the weekly coordination meetings to ensure progress is made and clashes are resolved.
- 1.11 Trade Subcontractors shall provide dimensioned sleeve and penetration drawings showing all the piping sleeves and penetrations through the Slab-On-Grade, and Slab-On-Metal-Deck. Sleeve drawings shall reflect the planned size of the sleeves and penetration required to install the work and shall be coordinated with the other Trade Subcontractors or Vendors. The sleeve and penetration drawing schedule shall be coordinated with Balfour Beatty to support the required reinforcement shop drawings.
- 1.12 Trade Subcontractors shall adhere to design documents for the basis of the coordination models and all information included in the design documents shall be used to generate the coordination models and drawings.

EXHIBIT Q

BIM Coordination

- 1.13 Each Trade Subcontractor is required to sign off on all coordinated models and drawings ensuring they are 100% coordinated and clash free fabrication level models and shop drawings. This will become the record coordination document. Subcontractors shall be prepared to submit the following additional sets of drawings in DWG and 2D PDF format as required.
 - 1.13.1 Seismic restraint design and submittal drawing sets shall be generated by each Trade Subcontractor for their work. Drawings shall show locations of seismic restraints, supports, and design with references to standard and special or custom details as required for the work.
 - 1.13.2 Riser components with shaft details including plan view and elevation details that indicate supplementary steel, support details, and edge of slab details as a separate drawing.
 - 1.13.3 Dimensioned equipment and housekeeping pads as a separate drawing.
 - 1.13.4 All subcontractors requiring embeds in concrete and/or precast will be required to provide layout drawings to the concrete and/or pre-cast subcontractor.
 - 1.13.5 Concrete and Pre-cast subcontractor are required to create 3-dimensional drawings to indicate any and all embeds for approval by other trades and to be utilized during installation.

2. Modeling Level of Detail

- 2.1 All system trade models are required to adhere to the industry standard LOD 400, as defined in the current AIA/AGC BIMForum LOD Definitions throughout the coordination process. All asbuilt model deliverables are required to adhere to the industry standard LOD 500, as defined in the current AIA/AGC BIMForum LOD Definitions.
- 2.2 Pre-purchased equipment shall be the responsibility of the Subcontractor assigned to receive, install and coordinate the equipment. This subcontractor shall be fully responsible for layout, 3D drawings and coordination of the pre-purchased equipment.
- 2.3 If owner purchased equipment is to be installed, each Trade Subcontractor shall model said equipment that relates to their specific scope upon receiving approved submittals.
- 2.4 Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, volume dampers, fire dampers, VAV boxes, diffusers, valves, electrical panels, etc. Above ceiling access zones shall be modeled from the element down to below ceiling elevation. Access zones modeled shall be separate and searchable from the equipment it is serving.
- 2.5 If item appears on a schedule and has a schedule name, the corresponding model element shall have the same name in the model element data.
- 2.6 All equipment and related accessories shall be modeled to its overall height, width and depth including, but not limited to housekeeping pads, equipment anchorage, volume dampers, fire dampers, VAV boxes, diffusers, turning vanes, access doors, smoke detectors, air vents, drain valves, flow meters, cable trays, junction boxes, electrical panels, drip pans etc. will be modeled.
- 2.7 Any system with an outside diameter of 2" or larger (including insulation) is to be modeled.
- 2.8 All ceiling and wall access panels shall be modeled, including 3D access zones above and below.
- 2.9 Hangers , (including unistrut) must be modeled, along with representation of the zone of influence of the load at each hanger. Hanger loads will be coordinated with the Structural Engineer. All coring and/or sleeving locations are to be included in the model.
- 2.10 In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model. All seismic restraints for all systems shall be designed and coordinated at the same time, with the assistance of a seismic anchorage consultant

EXHIBIT Q

BIM Coordination

- 2.11 If applicable, In-wall medical gas pipe routing and terminations, medical gas panels, plumbing appliances and fixtures with domestic water, drain and vent piping are to be included in the model.

3. Installation

- 3.1 All work shall be installed in accordance with the final coordinated BIM model and signed off coordination / shop drawings.
- 3.2 It is the responsibility of each Trade Subcontractor to provide up to date information to their field personnel to ensure that installation is proceeding in accordance with coordinated files.

4. Close Out

- 4.1 Trade Subcontractors shall maintain their models during construction to document any design changes or deviations from the signed off coordination models and drawings.
- 4.2 All trade Subcontractors are required to submit their final LOD 500, asbuilt models in the native file format and post to BIM 360 Glue.
- 4.3 All trade Subcontractors are required to submit final red lined, asbuilts in 2D PDF format.

5. Attachments

- 5.1 Balfour Beatty Project Specific BIM Execution Plan

EXHIBIT T: CONTRACTOR'S PROJECT STATEMENT

Balfour Beatty Construction LLC (hereinafter, "Contractor"), pursuant to G.S. §44A-27(f) hereby provides the following statement in connection with the project described below.

(1) The name of the project: _____

(2) The physical address of the project: _____

(3) The name of the contracting body: _____

(4) The name of the contractor: _____

(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 G.S. § 44A-27: _____

(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) for the construction contract: _____

Dated: _____

Balfour Beatty Construction LLC

Signed: _____

Name: _____

Title: _____



A Joint Venture

University of North Carolina – Wilmington **Allied Health / Veterans Hall HUB Participation Plan**

Our team is committed to maximizing utilization of diverse businesses on all of our projects. The joint venture of Balfour Beatty and Metcon not only shows our overall commitment to diversity but enhances our ability to solicit local participation of diverse companies from their excellent participation results on local projects and their added experience in delivering university classroom buildings. That commitment is underscored by our participation in the solicitation of, and contracting with, these firms for many years. Maximum opportunity on all of our projects and meeting established goals is a non-negotiable standard of performance along with cost, schedule, quality, and safety. By actively supporting, mentoring diverse groups, and creating broader networking opportunities, we continue to see the fruits of our efforts demonstrated by the high participation percentages achieved on our projects.

HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISE STRATEGIC PLAN OBJECTIVES:

The plan objectives are:

- Increase the overall participation of Historically Underutilized Businesses on this project and exceed 15% HUB participation.
- Make a strategic effort to support the recruitment and utilization of firms owned by ethnic minorities.
- Provide the list of prequalified bidders to UNC-WILMINGTON and UNC-WILMINGTON HUB Coordinator for their review prior to publishing in newspaper or websites
- Balfour Beatty will have one HUB Subcontractor Opportunity Session. This session will be coordinated with the University HUB Coordinator for location, date/time at least three weeks before the proposed date.
- Performance and Payment Bonds will be waived for Trade Packages under \$500,000, with the exception of the building envelope Trade Packages. If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000, a Bid, Payment and Performance Bond will be required for each Trade Package.
- We will send an electronic copy of the HUB report which we created that is now used by all Universities, to Cheryl Sutton.
- Provide Bidders list (with associated 2nd and 3rd tier Subcontractors) to all firms who have prequalified to bid this project required by UNC-WILMINGTON.
- Post in the advertisement for bids with a complete list of prequalified 1st tier subcontractors (Company Name, Contact Name, Telephone, and Email Address) as required by UNC-WILMINGTON.



A Joint Venture

- Review Good Faith effort documentation of apparent low responsible bidders at post-bid interviews and provide UNC-WILMINGTON HUB Coordinator with copies of all 1st tier subcontractors MBE documentation (Identification form, Affidavit A or B and Affidavit C or D).
- Send an electronic copy of the plans to the CAGC
- Send an electronic copy of the plans to the HCA

To accomplish this, the following six (6) step approach will be implemented:

1. Extensive outreach and contracting opportunity conferences: Our outreach effort is aggressive, comprehensive, targeted and continuing. We will identify all applicable HUB Contractors, effectively communicate project opportunities, encourage HUB Contractors to submit information regarding their services, and we will support their participation throughout the project. We also understand that there are HUB Contractors which may not have been successful in assuring a subcontract directly with Balfour Beatty Construction or subcontractors who feel they can better serve as tiered subcontractors due to their operating capacities should have opportunities to participate on the project.
2. Subcontractor Opportunity Sessions: Balfour Beatty Construction will conduct one opportunity session. The Contracting Opportunity Conference will be held to provide detailed information regarding the project and give interested HUB Contractors an opportunity to meet one-on-one with the Balfour Beatty Construction project team.
3. Technical assistance: Bid, Performance and Payment Bonds are waived for Trade Packages under \$500,000, with the exception of the building envelope Trade Packages. If submitting on multiple Trade Packages and the aggregate of the packages meets or exceeds \$500,000, a Bid, Payment and Performance Bonds will be required for each Trade Package.
4. Contract compliance: We are committed to comply with and exceed the University of North Carolina Wilmington's goals and expectations. Our project manager, along with our Coordinator, will review the progress of the HUB Contractors effort to ensure compliance and review the monthly Appendix E Forms from our 1st tier subcontractors to ensure contract compliance is maintained.
5. Certification assistance: We have personnel trained to assist subcontractors with applying for Statewide Uniform Certification with the State of North Carolina.
6. Preparation of reports: We will prepare monthly reports on contracts awarded to HUB Contractors and payments to HUB Contractors. We will also send an electronic copy of the HUB report to Cheryl Sutton, University of North Carolina Wilmington HUB Coordinator, monthly with the pay applications. A well as Appendix E from each first tier subcontractor to be submitted with every pay application even if the quantity to report is Zero forms shall still be submitted.



A Joint Venture

Identification and Recruitment

To promote awareness among the HUB contractors contracting community, we feel that the qualified HUB contractors should be identified very early in the development, design, and procurement process. The 1st tier subcontractors who may be HUB firms will still need to meet 2nd and 3rd tier subcontractor goals, they cannot just rely on their HUB status.

- Solicit interest from trade contractors, subcontractors, vendors, and suppliers by placing advertisements in the area newspapers and media outlets.
 - Greater Diversity News
 - Jacksonville Daily News
 - Star News
 - Wilmington Journal

Recruitment

During the prequalification process, significant subcontractor/vendor data is obtained from each respective entity. The second phase evaluates this information to verify subcontractor/vendor capability to meet performance, schedule and financial requirements. During this process it will also let our team understand which submitting firms might be better suited to be 2nd and 3rd tier subcontractors, which we can take this list and publish to bidders to help them in selecting Hub firms.

Summary of required submissions:

(use check boxes to assist in ensuring that all appropriate forms are submitted)

**ALL BIDDERS SUBMIT
WITH THEIR BID:**

- ☐ “Identification of HUB Business Participation” form

AND EITHER

- ☐ Affidavit A – “Listing of Good Faith Efforts”

OR

- ☐ Affidavit B – “Intent to Perform Contract with Own Workforce”

**** ONLY TO BE COMPLETED IF YOU WILL HAVE NO
(0) LOWER TIER SUPPLIERS OR SUBCONTRACTORS ****

=====

**IN ADDITION, THE
APPARENT LOWEST
RESPONSIVE,
RESPONSIBLE BIDDER
SUBMITS (IF HE HAS
NOT SUBMITTED
AFFIDAVIT B):**

- ☐ Affidavit C – “Portion of the Work to be Performed by HUB Firms” if the percentage of work to be performed by HUB firms is 30% or more. This form must be submitted within 72 hours of bid.

OR

- ☐ Affidavit D “Good Faith Efforts” if the percentage of work to be performed by HUB firms is less than 30%. This form must be submitted within 72 hours of bid.

I, _____, (Bidder)

[illegible]

The total value of Minority business contracting will be (\$)_____.

further certify that I/my firm is itself a Minority business enterprise in the _____
category as defined above. (select and make appropriate entry from above list)

AFFIDAVIT A - Listing of Good Faith Efforts

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted Minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 - (10 pts)** Made the construction plans, specifications and requirements available for review by prospective Minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate MINORITY participation.
- ☐ **4 – (10 pts)** Worked with Minority trade, community, or Contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of Minority businesses.
- ☐ **5 – (10 pts)** Attended prebid and Minority Outreach/Opportunity Sessions.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for Subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested Minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a Minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified Minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted Minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help Minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with Minority businesses in order to increase opportunities for Minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable Minority Contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of Contractors must be in accordance with GS143-128.2(d)

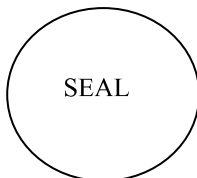
Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the Minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____ My commission expires _____

AFFIDAVIT B - Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the
_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements of the work** on this project with his/her own current work forces; and

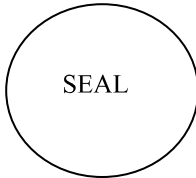
The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

Exhibit X

Sample SUBCONTRACTOR Surety Letter

[DATE]

**Mr. /Mrs. (Buyer/PM)
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28208**

RE: **[SUBCONTRACTOR NAME]**

Project: **PROJECT NAME**

Dear Mr. /Mrs. Buyer:

Since **[DATE SURETY RELATIONSHIP BEGAN]**, **[NAME OF SUBCONTRACTORS AGENT]** and the **[NAME OF THE SURETY COMPANY]** have had the continuing privilege of providing surety bonds for **[SUBCONTRACTOR NAME]**. **[SUBCONTRACTOR NAME]** has a bonding capacity on individual projects of \$ **[INDIVIDUAL PROJECT BONDING CAPACITY]** and total program capacity of \$ **[TOTAL PROGRAM CAPACITY]**.

The contract price on the above mentioned project is estimated at \$ **[SUBCONTRACT VALUE]**. The estimated cost of the Performance and Payment bond will be estimated at \$ **[ESTIMATED COST OF SUBCONTRACTOR PAYMENT AND PERFORMANCE BOND]**.

In our opinion, **[SUBCONTRACTOR NAME]** is one of the finest; best managed construction firms in the country. **[SUBCONTRACTOR NAME]** has handled each of its projects in a professional manner and completed all satisfactorily.

We hope the above demonstrates our utmost confidence in **[SUBCONTRACTOR NAME]**. We anticipate no problems in providing the necessary performance and payment bonds for the above referenced project.

Should you have any questions, please do not hesitate to call.

Sincerely,

[AGENT NAME AND NOTARIZED SIGNATURE]

Revised 7/28/14

Exhibit X

Sample SUPPLIER Surety Letter

[DATE]

Mr. /Mrs. (Buyer/PM)
Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28208

RE: **[SUPPLIER NAME]**

Project: **PROJECT NAME**

Dear Mr. /Mrs. Buyer:

Since **[DATE SURETY RELATIONSHIP BEGAN]**, **[NAME OF SUPPLIERS AGENT]** and the **[NAME OF THE SURETY COMPANY]** have had the continuing privilege of providing supply bonds for **[SUPPLIER NAME]**. **[SUPPLIER NAME]** has a bonding capacity on individual projects of \$ **[INDIVIDUAL PROJECT BONDING CAPACITY]** and total program capacity of \$ **[TOTAL PROGRAM CAPACITY]**.

The purchase order price on the above mentioned project is estimated at \$ **[PURCHASE ORDER VALUE]**. The estimated cost of the Supply bond will be estimated at \$ **[ESTIMATED COST OF SUPPLIER PAYMENT AND SUPPLY BOND]**.

In our opinion, **[SUPPLIER NAME]** is one of the finest; best managed construction firms in the country. **[SUPPLIER NAME]** has handled each of its projects in a professional manner and completed all satisfactorily.

We hope the above demonstrates our utmost confidence in **[SUPPLIER NAME]**. We anticipate no problems in providing the necessary performance and payment bonds for the above referenced project.

Should you have any questions, please do not hesitate to call.

Sincerely,

[AGENT NAME AND NOTARIZED SIGNATURE]

Revised 7/28/14

GENERAL CONDITIONS OF THE CONTRACT

STANDARD FORM FOR DESIGN-BUILD AND DESIGN-BUILD-BRIDGING PROJECTS

NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION

STATE CONSTRUCTION OFFICE

Form OC-15DB

This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of “Supplementary General Conditions” is strongly discouraged. State agencies and institutions may include special requirements in “Division 1 – General Requirements” of the specifications, where they do not conflict with the General Conditions.

First Edition – March 1, 2018

GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the General Conditions of the Contract; special conditions if applicable; bridging documents if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **Owner** (Governmental Entity) is the State of North Carolina or Owner's designated representative by and through the agency or institution named on the cover sheet, where the project is being built and shall include every officer, board, department, commission, or commissions charged with responsibility of preparation of specifications or entering into contracts for the erection, construction, alteration, or repair of any buildings for the State or for any county, municipality, or other public body.
- c. The **design professional** or **project designer** means any firm or firms of architects or engineers or both (and their consultants) professional licensed under Chapters 83A, 89A, or 89C of the General Statutes which have undertaken to design the project pursuant to a contract as part of the Design-Builder
- d. **Design-builder.** - An appropriately licensed person, corporation, or entity that, under a single contract, offers to provide or provides design services and/or general, mechanical, electrical, plumbing and/or sprinkler contracting services where services within the scope of the practice of professional engineering or architecture are performed respectively by a licensed engineer or licensed architect and where services within the scope of the practice of contracting are performed by a licensed general, mechanical, electrical, plumbing, and/or sprinkler contractor.
- e. **Bridging Architect** shall be the design professional contracted by the Governmental Entity separately from the Design Builder for the purpose of developing the bridging documents or Design Criteria services under a Design-Build Bridging contract
- f. **Design Criteria**, also referred to herein as Bridging Documents, shall be the requirements for a public project as expressed drawings and specifications to allow the Design-Builder to make a responsive bid proposal
- g. A **subcontractor** shall be in the case of a principal trade contractor, a general, mechanical, electrical or plumbing contractor or in the case of a specialty contractor, a trade contractor who is not a principal trade contractor, who has entered into a direct contract with the Design-Builder, and includes one who furnishes materials worked to a special or delegated design in accordance with plans and specifications covered by the contract documents.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor or subcontractor as supervised or performed by or on behalf of the Design Builder.
- h. The **project** is the total design and construction work to be performed under the contract documents.

- i. **The Total Lump Sum Value of the Design Builder's work** is comprised of four parts:
- 1) **Design Services.** A lump sum amount for providing professional services as detailed in Article 15, inclusive of additional services for Construction Phase and Post Construction Phase services
 - 2) **Design Builders General conditions.** A lump sum amount for providing all project site and project related cost for management and administration the construction of the Work inclusive of preconstruction services.
 - 3) **Cost of Work.** A lump sum amount as used herein shall mean the cost for the labor, material, and equipment including subcontractor's cost of work required for the execution of the Project, but exclusive of the Design Builder's Fee for General Construction Services, Design Builder's Fee for Design Services, and Design Builder's cost for General Conditions.
 - 4) **Design Builder's Fee.** A fee for providing Design Services, General Conditions, and Cost of Work which includes all of the Design-Builder's home office costs including all of the Design-Builder's overhead costs and profit.
- j. **Change Order**, as used herein, shall mean a written order to the Design-Builder from owner subsequent to the signing of the contract authorizing a change in the design fees and/or contract amount relating to the costs of construction as defined in the contract. The change order shall be signed by the Design-Builder, and the Owner, and approved by the State Construction Office, in that order per Article 19 herein.
- k. **Field Order**, as used herein, shall mean a written approval for the Design-Builder to proceed with the work requested by Owner prior to issuance of a formal Change Order. The field order shall be signed by the Design-Builder, Owner, and State Construction Office (SCO).
- l. **Field Change**, as used herein shall mean a written approval from the Owner for the Design-Builder to proceed with work requested by the Owner to be paid for from the Design-Builder Contingency or Owner's Project Reserve within the GMP.
- m. **Liquidated damages**, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the CM to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, penalties and violations with environmental laws and regulations, etc.), such other damages directly resulting from delays caused solely by the CM, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the CM (e.g., if a multi-phased project-subsequent phases, delays in start of other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- n. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the Design-Builder, and which engages to be responsible for the Design-Builder and his acceptable performance of the work.
- o. **Routine written communications between the Design-Builder and the Owner** are any communication other than a "request for owner information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for owner information".

- p. **Clarification or Request for Owner Information (RFOI)** is a request from the Design-Builder seeking an interpretation or clarification by the Project Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Design-Builder's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Clarification or Request for information (RFI)** is a request from the Design-Builder seeking an interpretation or clarification by the Project Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Design-Builder's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- q. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- r. **Inspection** shall mean examination of work completed or in progress to determine its compliance with contract documents.
- s. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents.
- t. **"Substitution" or "substitute"** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.
- c. The Design Builder shall execute each copy of the response to RFQ/RFP, contract, performance bond and payment bond as follows:
 - 1. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
 - 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable to each particular member.
5. All signatures shall be properly witnessed.
6. If the Design-Builder's license is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
9. The seal of the bonding company shall be impressed on each signature page of the bonds.
10. The Design-Builder's signature on the performance bond and the payment bond shall correspond with that on the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The Design-Builder and the Designer shall prepare clarifications in accordance with progress of the work.
- c. The Designer shall submit and obtain approval from the Authority Having Jurisdiction (AHJ) any clarifications pertaining to Life Safety systems. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

- a) In addition to any other requirements of the Owner, the Design-Builder shall furnish as many as required sets of clean black line prints plus an electronic copy of each set at each design milestone for reviewing agencies as well as a final set of Contract Documents to SCO and owner.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within thirty (30) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the Design-Builder and provided to the designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the designer.
- b. The Design-Builder will be responsible for logging, review, and approval of all shop drawings/submittals prior to submission to the Owner. The Design-Builder is to insure that shop drawings/submittal packages are submitted in an appropriate manner and, if not, return them to the Principal Trade or Specialty Contractor for proper submission.
- c. The Design-Builder shall develop and implement a system for the processing of all shop drawings/submittals and shall be responsible for tracking and monitoring all shop drawings/submittals until all have been approved by the Owner.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The Design-Builder shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the Owner or his authorized representative.
- b. The Design-Builder may incorporate some shop drawings into the contract documents during the design of the project
- c. The Design-Builder shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the Design-Builder and submitted to the Owner upon project completion and no later than ninety (90) days after acceptance of the project.
- d. The Design-Builder shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than this contract without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The Design-Builder shall, unless otherwise specified, supply & pay for all lighting, power, heat, sanitary facilities & water and shall require the Principal Trade and Specialty Contractors to, supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of his work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The Design-Builder shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the Design-Builder shall require the Principal Trade and Specialty Contractors to furnish evidence as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Design-Builder through the Principal Trade or Specialty Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Design-Builder through the Principal Trade or Specialty Contractor has the option of using any product and manufacturer combination listed. However, the Design-Builder through the Principal Trade or Specialty Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. The Design-Builder will be responsible for reviewing all substitution requests from Principal Trade or Specialty Contractors prior to submission to the Owner and shall track & monitor all such requests.
- e. The Design-Builder shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.
- f. The Designer, in consultation and approval of the owner, is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Design-Builder, or if any workman be considered detrimental to the work, the Design-Builder shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The Design-Builder shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The Design-Builder shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The Design-Builder shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the Design-Builder performs any work or authorizes any work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without

such notice to the designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.

- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the Design-Builder unless otherwise specified.
- c. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The Design-Builder shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- d. Projects involving local funding (Community Colleges) are also subject to county and municipal building codes and inspection by local authorities. The Design-Builder shall pay the cost of these permits and inspections unless otherwise specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The Design-Builder shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner, and by laws or ordinances governing such conditions. The Design-Builder shall be responsible for any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Design-Builder shall be responsible for and pay for any damages caused to the Owner. The Design-Builder shall have access to the project at all times.
- b. The Design-Builder shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Owner.
- d. The Design-Builder shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The Design-Builder shall develop and implement a project safety plan that provides all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. The Design-Builder shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The Design-Builder shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the work.
- f. The Design-Builder shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the

Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. 95-126 through 155.

- g. The Design-Builder shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Design-Builder is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Design-Builder on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the Design-Builder or any Principal Trade or Specialty Contractor in connection with the project shall comply with all erosion control measures set forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).
- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the Design-Builder shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The Design-Builder shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours by the designated official representatives of the Owner, State Construction Office and those persons required by state law to test special work for official approval. The

Design-Builder shall therefore provide all equipment necessary and safe access to the work at all times for such inspections.

- b. All instructions to the Design-Builder will be made only by or through the designated project representative. Observations made by official representatives of the Owner shall be conveyed to the Design-Builder in writing.
- c. The Design-Builder shall perform quality control inspections on the work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the work. The Design-Builder shall advise the Project Designer and owner of any apparent variation and/or deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the Design-Builder shall give adequate notice to the Project Designer and owner of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Designer and/or owner, or his authorized representative, and it shall be the Design-Builder's responsibility to serve ample notice of such tests.
- e. All laboratory tests shall be paid by the Design-Builder including but not limited to laboratory tests for hazardous materials and to establish design mix for concrete and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- f. Should any work be covered up or concealed prior to inspection and approval by the Project Designer, owner and/or (SCO) such work shall be uncovered or exposed for inspection. Inspection of the work will be made promptly upon notice from the Design-Builder. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the Design-Builder.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. On-site representatives of the Design-Builder shall manage the work of the Principal Trade and Specialty Contractors and coordinate the work with the activities of the Owner to complete the project with the Owner's objectives of cost, time and quality. Throughout the progress of the work, the Design-Builder shall maintain a competent and adequate full-time staff approved by the Owner. It is understood that the designated and approved on-site representatives of the Design-Builder will remain on the job and in responsible charge as long as those persons remain employed by the Design-Builder unless otherwise requested or agreed to by the Owner. The Design-Builder shall establish an on-site organization with appropriate lines of authority to act on behalf of the Design-Builder. Instructions, directions or notices given to the designated on-site authority shall be as binding as if given to the Design-Builder. However, directions, instructions, and notices shall be confirmed in writing.
- b. {NOT USED}
- c. {NOT USED}
- d. The Design-Builder shall call and preside over monthly job site progress conferences. All Principal Trade and Specialty Contractors, as well as Designer and all subconsultants, shall be represented at these job progress conferences by both home office and project personnel. The Design-Builder shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress. It shall be the principal purpose

of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The Design-Builder shall be prepared to assess progress of the work and to recommend remedial measures for correction of progress as may be appropriate.

- e. The Design-Builder shall, if required by the Supplementary General Conditions, employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.
- f. {NOT USED}
- g. Prior to bidding, it shall be the responsibility of the Design-Builder to prepare an electronic and paper copy of a preliminary critical path method (CPM) schedule and submit such schedule to the owner for his review and comment in sufficient time to allow revisions prior to inserting said schedule into the Principal Trade and Specialty Contractors' bid packages. After contract award but prior to thirty (30) days from the date of the notice to proceed, the Design-Builder shall obtain from the Principal Trade and Specialty Contractors their respective work activities and integrate them into a project construction schedule in CPM form. The resulting CPM schedule shall show all salient features of the work required for construction of the project from start to finish within the time allotted by the contract. The time in days between the Design-Builder's early completion date and the contractual completion date is project float time and shall be used as such by the Design-Builder unless amended by change order. The Design-Builder shall submit to the owner an electronic and paper copy of the final CPM schedule after contracts are executed but within fifteen (15) days prior to the written notice to proceed. The owner after reviewing and commenting on the project CPM schedule shall submit it to the Design-Builder for incorporation of comments. No application for payment will be processed until the project CPM schedule is approved by the Owner. No monthly application for payment will be processed without the submission of an electronic and paper copy of the CPM schedule attached.
- h. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- i. The Design-Builder shall distribute to the principal trade and specialty contractors the approved project CPM schedule and shall display same at the job site.
- j. The Design-Builder shall maintain the project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the project within the time allotted by the contract. In doing so, the Design-Builder shall keep the designer as well as all Principal Trade and Specialty Contractors fully informed as to all changes and updates to the schedule. The Design-Builder shall submit to the owner a monthly report of the status of all work activities. The monthly status report shall show the actual work completed to date in comparison with the original amount of work scheduled. If the work is behind schedule, the Design-Builder must indicate in writing what measures are being taken to bring the work back on schedule and ensure that the contract completion date is not exceeded. If the work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the Design-Builder shall prepare and submit to the owner a recovery schedule for review and approval. Failure of the Design-Builder to abide by the directives in

this paragraph will give the Owner cause to exercise the remedies set forth in Article 29 of the General Conditions and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 - PRINCIPAL TRADE AND SPECIALTY CONTRACTS AND CONTRACTORS

- a. Where the Design-Builder has provided a list of licensed contractor and/or subcontractors in the Design-Builder's formal response to the Request for Proposal whom the design-builder proposes to use for the project's design and construction, the Design-Builder shall award contracts to those licensed contractors and/or subcontractors based on their fixed price proposal and taking into consideration the quality, performance, time specified in the proposal, compliance with N.C.G.S. 143-128.2 and other factors deemed appropriate by the Owner. Any Principal Trade and Specialty Contracts that are not listed in the Design-Builder's formal response to the Request for Proposal, or that will not be self-performed, shall be publicly advertised and shall be opened publically in a public venue, and once opened, shall be public records under N.C.G.S. 132. The Design-Builder shall award the contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the time for completion, compliance with N.C.G.S. 143-128.2, and other factors deemed appropriate by the Owner and advertised as part of the bid solicitation. When contracts are awarded pursuant to this section, the Owner shall provide for a dispute resolution procedure as provided by N.C.G.S. 143-128(f1). Once Principal Trade and Specialty Contractors are in place, the Design-Builder shall provide copies of the contracts to the owner and also provide a list of equipment and material suppliers.
- b. The Design-Builder will furnish to any Principal Trade or Specialty Contractor, upon request, evidence regarding amounts of money paid to the Design-Builder on account of the work of the Principal Trade or Specialty Contractor.
- c. The Design-Builder is and remains fully responsible for his own acts or omissions as well as those of any Principal Trade or Specialty Contractor or of any employee of either. The Design-Builder agrees that no contractual relationship exists between the Principal Trade and Specialty Contractors and the Owner in regard to the contract, and that the Principal Trade and Specialty Contractors act on this work as an agent or employee of the Design-Builder.

ARTICLE 17 – DESIGN-BUILDER AND SUBCONTRACTOR RELATIONSHIPS

The Design-Builder agrees that the terms of these contract documents shall apply equally to each Principal Trade and Specialty Contractor as to the Design-Builder, and the Design-Builder agrees to take such action as may be necessary to bind each Principal Trade and Specialty Contractor to these terms. The Design-Builder further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Design-Builder-subcontractor relationships, and that payments to Principal Trade and Specialty Contractors shall be made in accordance with the provisions of N.C.G.S. 143-134.1 titled Interest on final payments due to prime contractors: payments to subcontractors.

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to N.C.G.S. 136-28.1, the balance due the Design-Builder shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the Owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that

whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the Design-Builder, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. Should final payment to the Design-Builder beyond the date such contracts have been certified to be completed by the Project Design-Builder, accepted by the Owner, or occupied by the Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said Design-Builder shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due the Design-Builder during construction shall be paid in accordance with the payment provisions of the contract documents or said Design-Builder shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the Design-Builder of each periodic or final payment, the Design-Builder shall pay the Principal Trade and Specialty Contractors based on work completed or service provided under their contract with the Design-Builder. Should any periodic or final payment to a Principal Trade or Specialty Contractor be delayed by more than seven days after receipt of periodic or final payment by the Design-Builder, the Design-Builder shall pay the Principal Trade or Specialty Contractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the Design-Builder to the Principal Trade and Specialty Contractors shall not exceed the percentage of retainage on payments made by the Owner to the Design-Builder. Any percentage of retainage on payments made by the Design-Builder to the Principal Trade or Specialty Contractors that exceeds the percentage of retainage on payments made by the Owner to the Design-Builder shall be subject to interest to be paid by the Design-Builder to the Principal Trade or Specialty Contractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the Design-Builder at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to a Principal Trade or Specialty Contractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of the Principal Trade or Specialty Contractor to make timely payments for labor, equipment and materials; damage to Design-Builder or another subcontractor; reasonable evidence that a Principal Trade or Specialty Contract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by Owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The Design-Builder shall contract with a licensed design professional to perform professional engineering or architectural services and this licensed design professional shall serve as the Project Designer. The Project Designer shall provide necessary inspection of the work to ensure compliance with plans and specifications. He has authority to notify the Design-

Builder and the Owner of work that needs to be removed, corrections to faulty work or other such actions that may be necessary to assure successful completion of the work.

- b. The Project Designer even while contracted for services with the Design builder shall maintain a position of an impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the Design-Builder, taking sides with neither.
- c. Should the Project Designer cease to be employed on the work for any reason whatsoever, then the Design-Builder shall employ a competent replacement, approved by the owner, who shall assume the status of the former Project Designer.
- d. The Project Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The Project Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The Design-Builder shall provide facilities for such access so the Designer and Owner may perform his functions under the contract documents.
- f. Based on the Project Designer's inspections and evaluations of the project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the Owner in the administration of the project. The Owner's decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract. The Design-Builder's decisions, however, relating to means and methods, and administration of the contracts the Design-Builder holds are final.

ARTICLE 19 - CHANGES IN THE WORK

- a. The Owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the Design-Builder from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change in the GMP contract shall be made by the Design-builder except upon receipt of approved change order or written field order from the Design Builder, countersigned by the owner and the State Construction Office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A Field Order, transmitted by fax, digitally, or hand delivered may be used where the change involved impacts the critical path of the work. A formal Change Order shall be issued within the time stated on the field order.

The Design-Builder may be requested to make a change to the work by the Owner where such work is to be funded by the Design-Builder Contingency or Project Reserve that is part of the GMP contract. Such a change must be documented in the same manner as a Change Order and must be authorized in writing by the Owner by a Field Change document.

In the event of emergency endangering life or property, the Design-Builder may be directed to proceed on a time and material basis whereupon the Design-Builder shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper

invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, the Design-Builder and Principal Trade and Specialty Contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.
 - 2. Otherwise, the contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (Design Builder), his subcontractors (1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the Design Builder shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. No additional allowances for overhead and profit shall be allowed. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 - 1. The actual costs of materials and supplies incorporated or consumed as part of the project;
 - 2. The actual costs of labor expended on the project site;
 - 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent(30%) of the actual costs of labor;
 - 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the project;
 - 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days

after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods.

All change orders shall be supported by a breakdown showing method of arriving at net cost as defined above.

- g. In all change orders, the procedure will be for the Design-Builder or the Owner to request proposals for the change order work in writing. The Design-Builder will require the Principal Trade and Specialty Contractors to provide such proposals and supporting data in suitable format and will review and approve such change orders prior to submission to the Owner. The Designer shall verify correctness and make a recommendation to the Owner. If the Owner agrees with the Designer's recommendation, they shall execute the change order and forward to the State Construction Office for final approval, within fourteen (14) days of receipt or forward a response to the Design Builder within the same time period. The State Construction Office shall act on the change order within seven (7) days. Upon approval by the State Construction Office, the State Construction Office shall distribute to the Owner for distribution to the Design-Builder and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the Design-Builder shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the Owner requests a change order and the Design-Builder's terms are unacceptable, the Owner, with the approval of the State Construction Office, may require the Design-Builder to perform such work on a time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the work requested in the change order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the Design-Builder consider that as a result of any instructions given in any form by the Owner, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the Owner within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The Design-Builder shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The Owner shall render a written decision within fourteen (14) days of receipt of claim.
- b. The Design-Builder shall not act on instructions received by him from persons other than the Owner, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Owner will not be responsible for misunderstandings

claimed by the Design-Builder of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

- c. Should a claim for extra compensation by the Design-Builder be denied by the Owner, and cannot be resolved by a representative of the State Construction Office, the Design-Builder may request a mediation in connection with N.C.G.S. 143-128(f1) in the dispute resolution rules adopted by the State Building Commission. If the Design-Builder is unable to resolve its claims as a result of mediation, then the Design-Builder may pursue his claim in accordance with the provisions of N.C.G.S. 143-135.3 and the following:
 1. A Design-Builder who has not completed a contract with a state agency or institution for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the Design-Builder claims is due. The Director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under N.C.G.S. Chapter 150B.
 2. (a) A Design-Builder who has completed a contract with a State agency or institution for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the Design-Builder claims is due. The claim shall be submitted within sixty (60) days after the Design-Builder receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
 - (b) The Director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the Director and the Design-Builder agree. The Design-Builder may appear before the Director, either in person or through counsel, to present facts and arguments in support of his claim. The Director may allow, deny or compromise the claim, in whole or in part. The Director shall give the Design-Builder a written statement of the Director's decision on the Design-Builder's claim.
 - (c) A Design-Builder who is dissatisfied with the Director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the Director's written statement of the decision.
 - (d) As to any portion of a claim that is denied by the Director, the Design-Builder may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the Director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Owner will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract

documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the Owner and the Design-Builder.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner, the Owner shall be reimbursed by the Design-Builder. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The final completion date will be as determined by the Owner and Design-Builder during the pre-construction phase of the project and will be incorporated into the contract for construction services between the Owner and the Design-Builder.
- b. The Design-Builder shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the Owner and shall fully complete all work hereunder within the time of completion specified. For each day in excess of the above number of days, the Design-Builder shall pay the Owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the Design-Builder to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof.
- c. {NOT USED}
- d. If the Design-Builder is delayed at any time in the progress of his work by any act or negligence of the Owner; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the Owner determine may justify the delay, then the contract time may be extended by change order for the time which Owner may determine is reasonable and is supported by schedule analysis from the Design-Builder demonstrating delays/impacts to completing critical path activities in the schedule submitted under Article 14 (including but not limited to delayed starts, finishes and/or extended durations, etc.).

Time extensions will not be granted for rain, wind, snow or other natural phenomena of **normal intensity** for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the Design-Builder reflecting the effect of the weather on progress of the work and initialed by the designer's representative. Time extensions for weather delays do not entitle the Design-Builder to "extended overhead" recovery. No weather delays will be considered after the building is dried in unless work claimed to be delayed is on the critical path of the approved baseline schedule or approved updated schedule. Time extensions for acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Design-Builder compensable damages for delays. Any claim for compensable damages for delays is limited to delays solely by the Owner. In the case of concurrent delays, Design-Builder caused delays shall be accounted for before Owner caused delays.

- e. Request for extension of time shall be made in writing within twenty (20) days following cause of delay and shall include supporting schedule analysis referenced in paragraph (d) above and/or as required in supplemental general conditions and/or specifications. In case of continuing cause for delay, the Design-Builder shall notify the Owner of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- f. The Design-Builder shall notify his surety in writing of extension of time granted.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the Owner, with the approval of the State Construction Office, may request the Design-Builder in writing, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the Design-Builder agrees, the Owner will schedule a beneficial occupancy inspection, with the approval of the State Construction Office, after which the Design Builder will prepare a certificate of substantial completion. The certificate shall include the following documentation:
 - 1. Date of beneficial occupancy.
 - 2. A tentative list of items to be completed or corrected before final payment.
 - 3. Establishing responsibility between the Design-Builder and Owner for maintenance, heat, utilities and insurance.
 - 4. Establishing the date for guarantees and warranties under terms of the contract.
 - 5. Consent of surety.
 - 6. Endorsement from insurance company permitting occupancy.
- c. The Owner shall have the right to exclude the Design-Builder from any part of the project which the Project Designer has so certified to be substantially complete, but the Owner will allow the Design-Builder reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the Owner under this article will in no way relieve the Design-Builder from his contractual requirement to complete the project within the specified time.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the Design-Builder that the project is complete and ready for inspection, the Project Designer shall make a preliminary final inspection to verify that the project is complete and ready for final inspection. Prior to final inspection, the Design-Builder shall ensure that all items requiring corrective measures noted at the preliminary inspection are complete. The Project Designer shall schedule a final inspection at a time and date acceptable to the Owner, the Design-Builder and the State Construction Office.
- b. {NOT USED}

- c. At the final inspection, the Project Designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the final inspection, the Project Designer and State Construction Office representative shall make the following determinations:
 - 1. That the project is completed and accepted.
 - 2. That the project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the Owner may invoke Article 28, Owner's Right to Do Work.
 - 3. That the project is not complete and another date for a final inspection will be established.
- d. Within fourteen (14) days of acceptance per Paragraph c1 or within fourteen (14) days after completion of punch list per Paragraph c2 above, the Project Designer shall certify the work and issue applicable certificate(s) of compliance.
- e. Any discrepancies listed or discovered after the date of final inspection and acceptance under Paragraphs c1 or c2 above shall be handled in accordance with Article 42.
- f. The date of acceptance will establish the following:
 - 1. The beginning of guarantees and warranties period.
 - 2. The date on which the Design-Builder's insurance coverage for public liability, property damage and builder's risk may be terminated.
 - 3. That no liquidated damages (if applicable) shall be assessed after this date.
 - 4. The termination date of utility cost to the Design-Builder (if applicable).

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the Project Designer and/or owner shall be promptly removed from the work site by the Design-Builder, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the Design-Builder.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.
- c. Should the Design-Builder fail to proceed with the required corrections, then the Owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, shall relieve the Design-Builder from responsibility for negligence, or faulty material or workmanship, or failure to comply with the

drawings and specifications. The Design-Builder shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the Design-Builder and establish a time limit for completion of corrections by the Design-Builder. The Owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the Design-Builder fails to prosecute the work properly or to perform any provision of the contract, the Owner, after seven (7) days written notice sent by certified mail, return receipt requested, to the Design-Builder from the Owner, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the Design-Builder, such action and cost of same having been first approved by the Owner. Should the cost of such action of the Owner exceed the amount due or to become due the Design-Builder, then the Design-Builder or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the Design-Builder fails to begin the work under the contract within the time specified or fails to establish a GMP or obtain bids from or enter into contracts with qualified Principal Trade or Specialty Contractors within the GMP, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the Design-Builder shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the Design-Builder and his surety of such delay, neglect or default, specifying the same, and if the Design-Builder within a period of seven (7) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven (7) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said Design-Builder, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under contract, shall be deducted from any monies due or which may become due said Design-Builder and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said Design-Builder, then the said Design-Builder and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the Design-Builder and the surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 30 – DESIGN-BUILDER’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the Design-Builder, or if the Owner should fail or refuse to make payment on account of a certificate issued within thirty (30) days after receipt of same, then the Design-Builder, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the Owner, may suspend operations on the work or terminate the contract.
- b. The Owner shall be liable to the Design-Builder for the cost of all materials delivered and work performed on this contract plus 10 percent overhead and profit and shall make such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Based on applications for payment submitted to the Project Designer by the Design-Builder and certificates for payment issued by the Project Designer, the Owner shall make progress payments on account of the contract sum to the Design-Builder as provided below and elsewhere in the contract documents. The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- b. Provided an application for payment is received by the Project Designer not later than the 5th day of the month, the Owner shall make payment to the Design-Builder not later than the 20th day of the following month. If an application for payment is received by the Project Designer after the application date fixed above, payment shall be made by the Owner not later than forty-five days after the Project Designer receives the application for payment.
- c. Prior to submitting the first payment request, the Design-Builder shall prepare a schedule showing a breakdown of the contract price into values of the various parts of the GMP contract. The Cost of the Work breakdown will be arranged so as to facilitate payments to the Principal Trade and Specialty Contractors in accordance with Article 17. The combined Design-Builder Construction Management Fee, Bonds & Insurance, Design-Builder Contingency, and Project Reserve (if any) will be shown on the Schedule of values as separate lines. The values for the Design-Builder Contingency and Project Reserve (if any) will move to appropriate lines within the Cost of the Work as those funds are committed and expended. This schedule of values will be submitted to & approved by the Project Designer and Owner within 30 days of the Notice to Proceed. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.
- d. Applications for payment shall be in a form agreed upon by the Design-Builder, and Owner and shall prepared and supported by such data to substantiate the accuracy of the request as the Owner may require.
- e. Subject to other provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 1. Take that portion of the GMP properly allocable to completed work as determined by multiplying the percentage completion of each portion Cost of the Work by the share of the GMP allocated to that portion of the work in the schedule of values.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work or if approved in advance by the Owner, suitably stored off site at a location agreed upon in writing.
 3. Subtract the aggregate of previous payments made by the Owner.
 4. Subtract the amount, in any, by which the Design-Builder has been previously overpaid, as evidenced by the Owner's review of the Design-Builder's documentation.
 5. Subtract amounts, if any, for which the Owner has withheld or nullified a certificate of payment.
 6. Subtract retainage as per paragraph (h) below.
 7. Add the amount due for the Design-Builder Fee calculated on the basis the percentage completion of the project or on a schedule of payment negotiated with the Owner less fifteen percent (15%) and less previous payments for Design-Builder Fee.
- f. Payment allocated to Principal Trade and Specialty Contractors shall be subject to five percent (5%) retainage, provided, however that after fifty percent (50%) of the Cost of the Work has been satisfactorily completed on schedule, with the approval of the Owner and the State Construction Office and with written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule. The balance of the Design-Builder Fee shall be held by the Owner until satisfactory completion and close out of the project. Satisfactory completion and close out of the project means that the Owner and Project Design-Builder are satisfied that the project has been completed in accordance with the plans and specifications and within the GMP, all general conditions of the contract pertaining to close out have been satisfied, and all Principal Trade and Specialty Contractors have satisfactorily completed their respective contracts. No retainage will be held for the cost of Bonds and Insurance
- g. Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment, which has not been delivered and stored at the site.
- h. The Project Designer shall take action on the Design-Builder's application for payment in accordance with the Agreement between the Design Builder and Project Designer. The Project Designer's certification for payment shall be based upon the Project Designer's on-site inspection and the documentation submitted by the Design-Builder with the application for payment.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the Design-Builder, the Project Designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the Project Designer. If the certificate is not approved by the Project Designer, he shall state in writing to the Design-Builder and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
 1. Claims arising from unsettled liens or claims against the Design-Builder.

2. Faulty work or materials appearing after final payment.
 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the Design-Builder except those claims previously made and remaining unsettled (Article 20(c)).
 - d. Prior to submitting request for final payment to the Project Designer for approval, the Design-Builder shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:
 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval from agencies having jurisdiction. (The Project Designer must approve the Manuals prior to delivery to the Owner).
 2. Transfer of required attic stock material and all keys in an organized manner.
 3. Record of Owner's training.
 4. Resolution of any final inspection discrepancies.
 - e. The Design-Builder shall forward to the Project Designer, the final application for payment along with the following documents:
 1. List of minority business subcontractors and material suppliers showing breakdown of contracts amount.
 2. Affidavit of Release of Liens.
 3. Affidavit from Design-Builder of payment to material suppliers and subcontractors. (See Article 36).
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
 - f. The Project Designer will not authorize final payment until the work under contract has been certified by Project Designer, certificates of compliance issued, and the Design-Builder has complied with the closeout requirements. The Project Designer shall forward the Design-Builder's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The Owner with the approval of the State Construction Office may withhold payment for the following reasons:
 1. Faulty work not corrected.

2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed against the Design-Builder.
- b. The Secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
1. Claims filed against the Design-Builder or evidence that a claim will be filed.
 2. Evidence that Principal Trade or Specialty Contractors have not been paid.
- c. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Design-Builder without cause will make Owner liable for payment of interest to the contractor as provided in N.C.G.S. 143-134.1.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the Design-Builder has verified to the Owner that all required insurance and verifying certificates of insurance have been obtained and approved in writing by the Owner. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled, reduced in amount or coverage's eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

a. Worker's Compensation and Employer's Liability

The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury Liability:	\$1,000,000 for each person and \$1,000,000 for each accident
Property Damage Liability:	\$1,000,000 for each accident and \$3,000,000 for the aggregate of operations

In lieu of limits listed above, a \$3,000,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall purchase and maintain property insurance during the life of this contract, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Design-Builder, and subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the Design-Builder to purchase or maintain such insurance, then the Design-Builder shall bear all reasonable costs properly attributable thereto; the Design-Builder shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Design-Builder.

e. Other Insurance

The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall obtain such additional insurance as may be required by the Owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The Design-Builder shall ensure that it and all Principal Trade and Specialty Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

g. Professional Liability

The Project Designer, which includes the prime designer and all his consultants on the Design-Build team, shall each carry a minimum of \$3,000,000 of professional liability.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The Design-Builder shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount, which shall be in the amount of the GMP for the entire project. Bonds shall be executed in the form bound with the specifications
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the Design-Builder on account of the contract shall not become due until the Design-Builder has furnished to the Owner through the Project Designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work to Principal Trade and Specialty Contractors in connection with his contract have been satisfied, and that no claims or liens exist against the Design-Builder in connection with this contract. In the event that the Design-Builder cannot obtain similar affidavits from the Principal Trade and Specialty Contractors to protect the Design-Builder and the Owner from

possible liens or claims against the subcontractor, the Design-Builder shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the Design-Builder's) knowledge, and if any appear afterward, the Design-Builder shall save the Owner harmless.

ARTICLE 37 - ASSIGNMENTS

The Design-Builder shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the Design-Builder under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The Design-Builder shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not exceed those established limits in his operations.
- b. The Design-Builder shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The Design-Builder shall enforce the Owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The Design-Builder shall ensure that all cutting, fitting or patching that may be required to make the work come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the Project Designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No Principal Trade or Specialty Contractor shall endanger any work of another such contractor by cutting, digging or other means, nor shall he cut or alter the work of any other such contractor without the consent of the Design-Builder and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The Design-Builder shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. If the Owner specifies that the Design-Builder is to pay all utilities, any permanent meters installed shall be listed in the Design-Builder's name until his work is fully accepted by the Owner. As stipulated in the Supplementary General Conditions, the Owner may: (1) pay utilities cost directly, (2) require the Design-Builder to pay all utilities cost, (3) or reimburse the Design-Builder for the actual cost of utilities. The Owner or Design-Builder, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in project completion.
- b. If applicable Meters shall be relisted in the Owner's name on the day following completion and acceptance of the Design-Builder's work, and the Owner shall pay for services used after that date.

- c. {NOT USED}
- d. Prior to the operation of permanent systems, the Design-Builder will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- e. The Design-Builder shall have the permanent building systems in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the Design-Builder and the owner. Use of the equipment in this manner shall in no way affect the warranty requirements of the Design-Builder.
- f. The Design-Builder shall coordinate the work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- g. The Design-Builder shall coordinate the work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- h. The Design-Builder shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of work by the Owner, the Design-Builder shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the work.
 - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
 - 4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
 - 5. The Design-Builder shall ensure that all lamps are in proper working condition at the time of final project acceptance.
- i. The Design-Builder shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate

sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.

- j. The Design-Builder shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- k. On multi-story construction projects, the Design-Builder shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included as part of the work of a Principal Trade or Specialty Contractor and paid for as a part of the Cost of the Work.
- l. The Design-Builder will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the Design-Builder's name, and the name of the Project Designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the Owner.

ARTICLE 41 - CLEANING UP

- a. The Design-Builder shall ensure that the building and surrounding area is reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the Owner. The Design-Builder shall provide an on-site refuse container(s) for the use of all Principal Trade and Specialty Contractors. The Design-Builder shall ensure that each Principal Trade and Specialty Contractor removes their rubbish and debris from the building on a daily basis. The Design-Builder shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The Design-Builder shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, the Design-Builder shall ensure that all portions of the work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 42 - GUARANTEE

- a. The Design-Builder shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The Design-Builder shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.
- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the Design-Builder, which is hidden or not readily apparent to the Owner at the time of

beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, and the agents, consultants and employees of the Owner, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Design-Builder, the Design-Builder's subcontractor, or the agents of either the Design-Builder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

ARTICLE 45 - TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal and contract sum.
- e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per Design-Builder's statements:

Design-Builder's performing contracts for state agencies shall ensure that the Principal Trade and Specialty Contractors provide information to allow the Design-Builder to give the state agency for whose project the materials, supplies, fixtures and/or equipment was purchased a signed statement containing the information listed in N.C.G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement as of April 1, 1991 from the contractor

setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the Design-Builder.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF THE HANDICAPPED

The Design-Builder agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Design-Builder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Construction Managers are reminded of the requirements of instructions under General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program. Design-Builder shall be responsible to have all areas that will be impacted by the construction tested for ACM and removed per federal and state laws, criteria and guidelines.

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

N.C.G.S. 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project and requires documentation of good faith efforts for meeting that goal. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix F are hereby incorporated into and made a part of this contract.

The Owner shall require the Design-Builder to submit a plan for compliance with N.C.G.S.143-128.2 by approval by the Owner prior to soliciting bids for the Principal Trade and Specialty Contracts. The Design-Builder and Principal Trade and Specialty Contractors shall make a good faith effort to recruit and select minority businesses for participation in contracts pursuant to N.C.G.S. 143-128.2.

ARTICLE 50 – CONTRACTOR EVALUATION

The Design-Builder's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to compete for future capital improvement projects for institutions and agencies of the State of North Carolina. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Construction Manager Evaluation Procedures, is hereby incorporated and made a part of this contract. The Owner may request the Design-Builder's comments to evaluate the Project Designer.

ARTICLE 51 – GIFTS

N.C.G.S. 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any state employee of any gift from anyone with a contract with the state, or from any person seeking to do business with the State. By execution of any response in this contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Design-Builder's officers, employees, agents and/or other persons in control of and/or responsible for the Design-Builder's records that relate to this contract for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Design-Builder's records relating to the contract and project during the term of the contract and within two years following the completion of the project/close-out of the contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Design-Builder's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act (“NCFCA”), N.C Gen. Stat. § 1-605 through 1-618, applies to this contract. The Design-Builder should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college. The purpose of the NCFCA “is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim.” (Section 1-605(b).) A Design-Builder’s liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

A “claim” is “[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded.” (Section 1-606(2).)

"Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)

"Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)

Liability. – “Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ...” (Section 1-607(a)(1), (2).)

The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Design-Builder to the Attorney General's Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Design-Builder under the NCFCA. The Attorney General's investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this contract. (See Section 1-608(a).)

ARTICLE 54 – TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Design-Builder's services and work at Owner's convenience. Upon receipt of such notice, Design-Builder shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Design-Builder shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Design-Builder as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Design-Builder prior to the date of the termination of this Agreement. Design-Builder shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

ARTICLE 55 – DESIGN REQUIREMENTS OF DESIGN-BUILDER

Schematic Design

- 1-1 The Designer shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.
- 1-2 He shall prepare schematic design studies (see State Construction Manual), leading to a recommended solution together with a general description of the project for approval by the Owner.
- 1-3 Design-Builder shall submit to the Owner a statement of probable construction cost based on the area, volume or other current unit costs. (See State Construction Manual.)

Design Development

- 1-4 The Designer shall prepare from the approved schematic design studies, for approval by the Owner, the design development documents which shall include site and floor plans, elevations and other drawings, and outline specifications as are necessary to fix and illustrate the size and character of the entire project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, and such other work as may be required, including site and utility requirements.

- 1-5 Design-Builder shall submit to the Owner a further statement of probable construction cost. (See State Construction Manual.)

Construction Document

- 1-6 The Designer shall prepare from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes and equipment required for the engineering, architectural, structural, mechanical, electrical and the site work, and for service-connected equipment; and assemble the necessary bidding information, proposal and contract forms, and conditions of the contract, for approval by the Owner. (See State Construction Manual.)
- 1-7 Design-Builder shall submit to the Owner a further statement of probable construction cost as indicated by fully developed requirements and current market conditions. (See State Construction Manual.)
- 1-8 The Design-Builder shall prepare and file the required documents for the approval of governmental authorities having jurisdiction over the project.

Construction

- 1-9 The designer's responsibilities during Construction shall be as described in State Construction Manual, and as set forth hereinafter. His responsibilities shall include the following:
- a) Process and approve, or take other appropriate action in respect of, progress schedules, shop drawings and other required submissions of contractors promptly;
 - b) Process contractors' applications for payment promptly for authorized work and issue certificates of payment;
 - c) Review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the Owner and forward copies to the State Construction Office.
 - d) Provide general administration of the performance of construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications, which inspection shall be by qualified and mutually agreed upon representatives of the designer's firm not less than once per week while work is in progress, and as often as necessary to ensure compliance with plans and specifications;
 - e) Require all in-house consultants and contract consultants participating in the design of the project, and as named in Article 13 of this contract, to provide liaison and inspection services with respect to their portion of the design not less than once per week while work related to their design is in progress and as often as necessary to ensure compliance with plans and specifications;

- f) Schedule and conduct final inspection of the project, coordinating the date for such inspection with the Owner and with the State Construction Office;
 - g) Assemble written guarantees, affidavits, manuals of instruction for operation, and other required and closing papers of the contractors; issue certificates of final completion, certificates of compliance from various in-house and contract consultants as required by G.S. 133-1.1, final certificates for payment; and set date for beginning of the guarantee period, forwarding all closing papers to the Owner;
- 1-10 The Designer agrees that his representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of plans and specifications, and shall be empowered by the Designer to do so; such decisions and interpretations shall be binding upon the Designer as if made by him; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner and the State Construction Office, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents; the designer's representatives shall be replaced promptly and without protest at the request of the Owner, if in the opinion of the Owner and the State Construction Office, such representatives are either negligent or unqualified to perform their duties; and all of the above in this paragraph shall be applicable to consultants referred to in Paragraph 1-14(h) above.

Post-Construction Phase

- 1-11 Upon completion of the project, the Designer shall correct the drawings to conform to the project as finally constructed, and shall deliver to the Owner and to the State Construction Office corrected record drawings.
- 1-12 Prior to final payment to the Designer, he shall prepare and deliver to the Owner and to the State Construction Office a final report. (See State Construction Manual.)
- 1-13 Five percent (5%) of the total fee of the Designer shall be retained until approval of the record drawings and final report by the State Construction Office and the Owner. Final payment can be made after letter of approval is received by the Owner from the State Construction Office.

Additional Services

- 1-14 In the event the Owner, with the approval of the State Construction Office, requests in writing that the Designer perform services over, above and beyond the basic services described in Article 1 hereof, then the Designer may be paid for such additional services as herein before provided. Additional services, for which additional compensation may be allowed, are as described hereinafter.

- a) Revising previously approved design development or working drawings or specifications to accomplish changes ordered by the Owner, except where required to get the cost within the total project budget;
- b) Preparing drawings and specifications for alternate bids for work beyond the scope of that originally contemplated in this Agreement; (when alternates are used to assure keeping project within the total project budget, no additional fee shall apply);
- c) Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts;
- d) Other services as may be required will be negotiated.

Cost Limitations

- 1-15 The total project cost, as indicated in the contract, is derived from a specific appropriation or funds specifically provided for the particular project. Accordingly, the Designer shall conform his plans to a design, the construction cost of which together with the addition of design fees, shall not exceed the total project cost.
- 1-16 In the event that during the several stages of development of his plans the Design-Builder's Statement of Probable Construction Cost together with design fees exceeds the limitations set forth, the Owner shall have the right to require the Designer, without any additional cost to the Owner, to modify his plans and specifications or redesign the project as may be necessary to bring the construction cost plus design fees within the Total Project Cost.

Ownership of Plans and Specifications

- 1-17 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the State of North Carolina and may be used on any other design or construction without additional compensation to the Designer. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project, shall be at the full risk of such person or entity and the Designer shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

FORM OF DESIGN BUILD CONSTRUCTION CONTRACT

THIS AGREEMENT, made the _____ day of _____ in the year of
20__ by _____ and _____ between _____

hereinafter called the Party of the First Part (Design-Builder) and the State of North Carolina,
through
the _____

_____ hereinafter called
the Party of the Second Part (Owner).

WITNESSETH:

That the Party of the First Part and the Party of the Second Part for the consideration herein
named agree as follows:

1. Scope of Work:

- a. Preconstruction Phase: The Party of the First Part, in consultation direction and/or acceptance from the Party of the Second Part as stated in the General Conditions and from the defined scope of work of the project below, shall determine programmatic needs of the Party of the Second Part, furnish and deliver a complete design for the project including but not limited to architectural and engineering specifications and drawings. Design shall be reviewed and approved by all parties as outlined in the State Construction Manual but at a minimum the reviews shall consist of those of the State Construction Office and the Party of the Second Part. The Party of the First Part shall comply with all design guidelines and criteria of the State Construction Office and those of the Party of the Second Part. The Party of the First Part shall provide all required testing and exploration required for the project. The Party of the First Part shall provide a detailed cost estimate to the Party of the Second Part at each phase of design.

Project Name: _____

Interscope ID: _____

Project Scope: _____

- b. Construction Phase: The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved design drawings and specifications from the Preconstruction Phase, and those items not on the approved design to ensure the project is functional and complete. These plans, specifications and documents to be titled _____, are attached hereto and made a part thereof as if fully contained herein: advertisement; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage

and builder's risk insurance certificates; approval of attorney general; certificate by the Office of State Budget and Management.

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within _____ consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in General and Supplementary General Conditions. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.
3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Preconstruction Phase:

 _____ (\$ _____).

Construction Phase: to be determined after completion of the Preconstruction Phase or at an earlier time at the Party of the Second Part's discretion. This cost will amended by change order to this contract.

Summary of Project Costs:

Total Project Budget:	\$ _____
Owner's Expenses/Reserves:	\$ _____
Preconstruction/Design Phase:	\$ _____
Construction Phase:	\$ <u>TBD by Change Order</u>

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Party's pay request within 30 days upon receipt. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.
5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful

performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attest that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in _____ counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness:

(Proprietorship or Partnership)

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(CORPORATE SEAL)

The State of North Carolina through

Witness:

(Agency, Department or Institution)

By: _____

Title: _____

FORM OF PERFORMANCE BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

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.

Executed in _____ counterparts.

Witness: _____

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

FORM OF PAYMENT BOND

Date of Contract: _____

Date of Execution: _____

Name of Principal
(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project _____

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

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.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Witness:

Countersigned:

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

Contractor: (Trade or Corporate Name)

By: _____

Title _____
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

(Surety Company)

By: _____

Title: _____
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney

Sheet for Attaching Insurance Certificates

APPROVAL OF THE ATTORNEY GENERAL

DRAFT

**CERTIFICATION BY THE OFFICE OF STATE
BUDGET AND MANAGEMENT**

Provision for the payment of money to fall due and payable by the

under this agreement has been provided for by allocation made and is available for the purpose of carrying out this agreement.

This _____ day of _____ 20____.

Signed _____
Budget Officer