

Balfour Beatty
Construction

December 6, 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 Dobo Hall 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 Dobo Hall
PROJECT ADDRESS: Wilmington, NC

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

PROJECT #: Cardivtest
VENDOR #:
CONTRACT#: 000
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: **The State of North Carolina, thru UNC at Wilmington.**

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.

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- 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.

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- 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

SUBCONTRACT TERMS AND CONDITIONS

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

SUBCONTRACT TERMS AND CONDITIONS

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 Dobo Hall 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 _____

For Balfour Beatty Construction Use Only:

	CO #	Vendor #	Job #	Contract No.
			Cardivtest	000
Date	Invoice #	Description		
Gross Amount		Retainage Amt	Net Amount	
Accrue Tax	Tax Code	Pay Item & Cost Code		
Yes				
No				
Halt Codes:				

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 #	_____		

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)

Project No. _____

Dated: _____

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

(Examples:)

General Conditions

Supplemental Conditions

Special Provisions

Soils or Geotechnical Reports

Addendum's

AIA GENERAL CONDITIONS A201

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____

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)

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	\$000,000
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

SUBCONTRACT SPECIAL PROVISIONS

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- 1. PROJECT PROVISIONS**
- 2. ADMINISTRATIVE REQUIREMENTS**
- 3. SAFETY**
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- 5. ACCESS/RESTRICTIONS**
- 6. TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES**
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- 9. CLOSEOUT**

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:

- Site Specific Safety Plan
- Competent Person Form (Attachment 1)
- Drug Verification Letter (Attachment 2)
- Hazard Communication/GHS Program/Safety Data Sheets- Site Specific
 - Chemical Inventory List (Attachment 3)
- Safety and Health Training Certification (Attachment 4)
- Job Hazard/Safety Analysis for each definable feature of work
- Additional policies and/or work procedures are required if applicable such as; Confined Space, Working at Heights, Steel/Pre-Cast Erection, Demolition, Hazardous Energy Control and Pressurized Systems, Excavation, Lifting & Hoisting, Silica, etc.

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 OSHA 30-Hour training (refreshed every four (4) years). 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 during confined space work activities.
- 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. 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 disassembled and/or reconfigured, 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.** Transformers and switches shall be protected with 6' fence panels with a minimum 5' clearance around the transformer or switch and proper signage. If there is work being performed above the transformer, adequate overhead protection must also be installed.
- 5.2.** Overhead power lines must be properly marked with danger, voltage and height signage. All utility poles must be protected with hard barricades.
- 5.3.** 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.
- 5.4.** 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) and provided with proper strain relief.
- 5.9. Proper outlet and switch-plate covers are required prior to energization.

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 by a Registered Professional Engineer (RPE) 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.
- 8.4. All equipment must be operated, configured and equipped according to manufacturer's instructions. Modifications must be approved by the manufacturer or an RPE.

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.** 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.)
- 9.6.** 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).
- 9.7.** 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.
- 9.8.** 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.** All elevated and/or leaned material must be positively secured to prevent displacement.
- 10.2.** 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.
- 10.3.** Subcontractor is responsible for erecting barricades to keep non-essential personnel away from potentially dangerous activities or areas under its control.
- 10.4.** Barricades and warning signs must be inspected and maintained by the subcontractor responsible for erecting them. Subcontractor is also responsible for the removal of the barricades and warning signs upon the completion of the activity.
- 10.5.** 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. Powder Actuated Tools

- 11.1.** 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 Powder Actuated tools 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.** Fall protection systems must be designed by a RPE and must be installed and used, under the supervision of a qualified person.
- 12.3.** 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.
- 12.4.** 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.
- 12.5.** 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.
- 12.6.** 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.
- 12.7.** A fall protection system is required for access ladders where the top landing is greater than sixteen feet (16') above the adjacent surface.

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 near 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.

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 before each shift and a documented inspection by a qualified person must be performed on a quarterly basis. Quarterly inspections shall be readily available upon request. Periodic inspection throughout the shift is required during frequent or heavy use.
- 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. An appropriate PFAS is required during scaffold erection and dismantling activities.
- 22.3. Unless designed as walk-through access areas, the areas below occupied scaffolds must be barricaded.
- 22.4. Suspended scaffold systems (e.g. swing stages) must be designed and approved by a registered professional engineer.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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.

- 22.8.** 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.

Competent Person Form (Attachment 1)

(One (1) form to be filled out for each Competent Person)

Project Name: _____

Subcontractor's Name: _____

Subcontractor's Address: _____

Subcontractor's Home Office Phone: _____

Competent Person Name & Mobile Number: _____

Off Hour Emergency Contact & Phone Number (if different than above): _____

OSHA 1926.32 (Definition of a "Competent Person"): A "competent person" is defined as one who is capable of identifying existing and predictable hazards in the surroundings or work conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authority to take prompt corrective measures to eliminate them.

The information below must be completed and submitted to Balfour Beatty prior to any work being performed on the site.

Check the box that applies:

☐ **OSHA 30-HOUR TRAINING (REFRESHED EVERY FOUR (4) YEARS).**

☐ **FIRST AID / CPR**

☐ **SCAFFOLDING**

☐ **EXCAVATION / TRENCHING**

☐ **AERIAL LIFTS (BOOM/SCISSOR)**

☐ **STEEL ERECTION**

☐ **CONCRETE & MASONRY**

☐ **CONFINED SPACE**

☐ **SILICA**

☐ **FALL PROTECTION**

☐ **NFPA 70E (ELECTRICAL, LOTO, ETC.)**

☐ **EXCAVATION / TRENCHING**

☐ **FLAGGER (D.O.T.)**

☐ **FORKLIFTS**

☐ **LADDERS**

☐ **PERSONAL PROTECTIVE EQUIPMENT**

☐ **OTHER (List):**

Valid "certification" cards must be submitted if box is checked above. Valid certification cards must be either from current employer or third party training facility (ex: Sunbelt, United Rentals) & expire after three (3) years from training date, unless otherwise noted.

The "site safety competent person" named above are responsible for job-site safety, regular inspections, corrections of unsafe conditions, or work procedures, employee orientation, weekly safety meetings, Pre-Task-Plans, and site-specific safety training. MUST BE ON SITE ANYTIME WORKERS ARE PRESENT (INCLDING TIER SUBS).

Printed Name of Company Officer:	Signature of Company Officer:	Date:
Safety Director / Manager (email & phone number):		

Drug Verification Letter (attachment 2)

(on subcontractor's official letterhead)

Balfour Beatty Construction
Attention: Shaun Burke
1930 Camden Road Suite 280
Charlotte, NC 28203

This will certify that all _____(Company Name)
employees, or other persons working directly or indirectly on its behalf, at

_____ (Project Name) have completed a drug
screen in accordance with Balfour Beatty's testing requirements and that results the of
the drug screens for each person assigned to this project was negative. The laboratory
used to conduct the testing is an approved laboratory and the name of the drug testing
laboratory is _____.

Additionally, this will certify that each person assigned to work on this project has been
verified as eligible to legally work in the state.

We further certify that our program meets or exceeds the requirements of the Balfour
Beatty's Drug and Alcohol Program.

Sincerely,

*(signature of company official)

Title

Date

Chemical Inventory List (Attachment 3)

Company Name: _____

Project Name: _____ Date: _____ Page No. _____ of _____

SDS ON FILE? Y / N	CHEMICAL NAME & COMMON NAME	MANUFACTURE'S NAME, ADDRESS, CITY, STATE, ZIP	MANUFACTURE'S EMERGENCY PHONE NUMBER	LOCATION ON-SITE

Safety and Health Training Certification (Attachment 4)

This document will certify that all employees of _____ (Company Name) or other persons working directly or indirectly on its behalf, that will be working on the _____ (Project Name), has been properly trained and educated in the following areas of Construction Safety. Valid certification cards must be either from current employer or third party training facility (ex: Sunbelt, United Rentals) & expire after three (3) years from training date, unless otherwise noted.

Check all that are applicable.

- ☐ OSHA 10/30 HR Construction
- ☐ Fall Protection
- ☐ Scaffolding (erecting, dismantling, user, etc...)
- ☐ Rigging / Signaling (submit valid cards)
- ☐ Fire Extinguishers
- ☐ Ladders
- ☐ General Construction Safety
- ☐ Hazard Communications- GHS / Safety Data Sheets
- ☐ Electrical / Lock Out- Tag Out / NFPA 70E
- ☐ Forklifts (submit valid cards and successfully passing BBC written test (Rough Terrain only) prior to operating)
- ☐ Hand & Power Tools
- ☐ Heavy Equipment Operators (excavators, skid steers, dozers, backhoes, etc...)
- ☐ Personal Protective Equipment (PPE)
- ☐ Powder Actuated Tools (submit valid cards)
- ☐ Respiratory Protection (at minimum Appendix D for dust masks)
- ☐ D.O.T. Flagger (submit valid cards) (must be state specific certified and/or through state approved certification facility)
- ☐ Trenching & Excavations
- ☐ Steel Erection
- ☐ Aerial Lifts (Boom & Scissor) (submit valid cards)
- ☐ Confined Space
- ☐ Silica
- ☐ Other _____

Training documentation must be made available **within 8 hours** of the request from Balfour Beatty of the items listed above and other safety specific training which is not listed.

Printed Name of Company Officer:	Signature of Company Officer:	Date:
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OVERVIEW

The PTP is a Balfour Beatty Construction standard planning and communication tool required for use on every project. The standard PTP document is provided by Balfour Beatty. Any person who undertakes work of any nature at a project is required to complete a PTP. This includes Balfour Beatty self-perform forces, subcontractors at every level, select material delivery involving a labor component such as material movement, select vendor activities and inspection services. Failure to complete an adequately detailed PTP will result in a stoppage of work.

PURPOSE

The PTP is a planning tool that facilitates communication. It is to be utilized at the project at least once a day and prior to the commencement of any work. The PTP is to be used as an element of an overall job safety program within the hierarchy of controls. When used in conjunction with other tools (such as AHAs, site logistics plans, dig authorizations, critical lift plan, etc.) it can help effectively manage risk at the project level. When completed, the PTP will communicate step-by-step, detailed technical planning, hazards and means to mitigate, and ultimately promote safe work practices and accountability.

PARTICIPATION & MAKING THE PLAN TASK SPECIFIC

To be effective, the PTP must be specific to the particular work activity for which it is prepared. It will list the steps (tasks) associated with the work activity, in addition to the specific means to mitigate the risk. The supervisor/foreman should lead the discussion and promote two-way communication to ultimately arrive at a plan that has buy-in from the entire crew. An effective PTP should recognize unique project circumstances including, but not limited to: site logistics and separation of people and equipment, crew experience, PPE, required equipment, means of communication, signage and barricades, adjacencies, weather (as applicable), access/egress, and lighting. The foreman must convey to the crew that every individual has the authority and obligation to stop the task and seek guidance should he/she feel unsure of the safe method of work.

EXECUTION

The following activities must occur when completing the PTP:

- The PTP must be completed prior to the commencement of an activity. If the task changes, a new PTP form must be completed. The completion of the form should take approximately 15-20 minutes depending on the complexity of the task and other considerations.
- The Job Hazard Analysis (JHA) / Activity Hazard Analysis (AHA) are gross safety planning tools used at the macro level to facilitate the preparatory meeting. They support the PTP, which is utilized as the detailed task planning tool accounting for specific and unique circumstances that arise at the activity location, such as weather conditions, adjacent work, crew experience, etc.
- The attached standard form should be utilized, although subcontractors are permitted to use a custom form if approved by Balfour Beatty.
- The crew foreman/supervisor is charged with completing the PTP; however, crew participation and buy-in is critical.
- The crew will examine the work area(s) prior to preparing the PTP and note any circumstances that may present a hazard.
- Checklists for definable features of work and details included in AHAs should be attached or referred to (as appropriate) ensuring best practices and pre planning materials are being effectively utilized.

- The PTP must be complete and detailed enough to identify the different tasks associated with the activity and the safe plan associated with the elimination or mitigation of any identified hazard. PTPs for work involving a high potential for severe injury (Fatal 5 – caught between, struck by, fall from height, electrocution, run over) including items such as critical lifts, confined space entry and utility shut downs, must be color coded (red) and be accompanied by an appropriate emergency action and strike plan, and owner authority, as appropriate. A pre-activity huddle is also recommended involving all critical parties including Balfour Beatty, the owner representatives (as appropriate) and the actual work crew. The purpose of the huddle is to conduct a dry run to ensure that all safety challenges are recognized, rehearsed, and accounted for.
- The PTP should recognize all adjacent work taking place. Crews must be instructed to be mindful of other trades and look up/down/out for unsafe conditions and actions. PTPs should also identify conditions where workers are exposed to unfavorable weather conditions and communicate a plan to protect workers.
- PTPs involving work in occupied facilities should be completed with a high level of detail consistent with the level of risk to both workers and the public. Contingency plans must be in place for high risk activities involving potential for impacts to the workers, public and critical facilities.
- The foreman should solicit feedback from the work crew to confirm a thorough understanding of the tasks to be completed, address any concerns and confirm safe measures to be undertaken.
- The PTP must be signed by all parties in attendance, posted in (or adjacent to) the work area and made available for review. The project should erect a bulletin board as appropriate. A copy of the PTP must be forwarded to Balfour Beatty at the conclusion of the work day; these forms will be retained for a period not to exceed 30 days.
- The supervisor/foreman should communicate impacts of the plan to other affected parties, such as adjacent crews.
- Balfour Beatty staff should periodically attend select PTP meetings to ensure that the PTPs are being completed in accordance with standard operating procedures. Particular attention should be paid to the level of detail of tasks, applicability of tasks to the actual work and communication between the foreman and crew.
- Balfour Beatty staff and subcontractor staff should review work in progress against the PTP and speak with workers to ensure the appropriate level of detail and applicability are present.
- If assistance is required to complete PTPs, Balfour Beatty site management or loss prevention should be engaged.
- The importance of PTPs will be highlighted by Balfour Beatty during employee orientations.

CORRECTIVE ACTIONS

If work proceeds without a completed and approved PTP or with an insufficiently detailed PTP, it will be suspended immediately until an acceptable PTP is executed. Refer also to Balfour Beatty's Zero Tolerance Policy.

BALFOUR BEATTY CONSTRUCTION PRE TASK PLAN (PTP)

Project Name: Date:	Work area (Building/Floor/Area):	Contractor:
Activity/Task: Supervisor has walked/checked work area in advance of work: (initials) _____	Resource Applicability: <ul style="list-style-type: none"> <input type="radio"/> AHA/JHA (Attach as Necessary) <input type="radio"/> Logistics (People/Equipment) <input type="radio"/> EAP (Contingency Plan) <input type="radio"/> Other _____ 	Supervisor/Foreman: _____ Emergency Contact: _____ Phone # : _____
Permit required: Yes___ No___ <ul style="list-style-type: none"> <input type="radio"/> Confined Space <input type="radio"/> Hot Work (FPP) <input type="radio"/> Dig Authorization <input type="radio"/> Energized Electrical Work <input type="radio"/> Proximity to Haz Electrical Source <input type="radio"/> Crane Pick <input type="radio"/> Fall Protection Plan <input type="radio"/> Lockout/Tagout <input type="radio"/> Other _____ 	Tools & Equipment (List): 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____	Additional PPE required: Yes___ No___ <ul style="list-style-type: none"> <input type="radio"/> Hand (Glove Type) _____ <input type="radio"/> Hearing <input type="radio"/> Face (Goggle or Shield) <input type="radio"/> Fall Arrest <input type="radio"/> Respirator <input type="radio"/> Other _____
Weather Conditions: Temperature _____deg. Precipitation _____inches Wind Speed (Sustained) _____MPH (Gust)_____MPH <i>Describe your plan for protecting workers in unfavorable weather conditions on the next page.</i>		
<p>Instructions: 1) <i>No physical work is permitted to take place absent a detailed PTP.</i> The PTP is used in conjunction with other tools (JHA, Site Logistics Plan, Dig Authorization, Crane Pick plan, etc.). 2) The Supervisor/Foreman and crew must complete the PTP. The Supervisor/Foreman must lead the discussion with the work crew soliciting feedback to ensure that all workers are familiar with the PTP. 3) The crew shall walk the work areas prior to starting work to identify hazards. 4) Corrective measures shall be implemented to eliminate or mitigate hazards associated with the task. 5) Each day prior to work commencement, the work task(s) shall be reviewed. 6) All crew members shall sign the PTP. The PTP shall be displayed in the work area. If conditions change, the job changes, a significant hazard presents itself, or a deficiency in plan is noted the work shall STOP and a new plan must be compiled. The foreman must convey to the crew that each individual has the obligation and authority to STOP and seek guidance if he/she is unsure of the task to be carried out.</p> <p>Instructions Completing Page 2: Column 1. Write the name of the task. It is critical that the PTP for the particular work task is specific to the task and lists the steps associated with the work task. The PTP should recognize unique project circumstances such as crew experience, PPE, equipment to be used, means of communication, signage and barricades, adjacencies, weather, access, lighting, etc. Column 2. List the potential hazards associated with the task. Column 3. List the activities required to achieve a safe plan to overcome/eliminate the hazard. Column 4. List all physical tools, safety equipment/PPE and documentation such as AHAs, JHAs, Dig Authorizations, etc. needed to carry out the work safely.</p>		

TASK (<i>in sequence</i>):	HAZARD ASSOCIATED WITH THE WORK:	SAFE PLAN TO ELIMINATE/CORRECT HAZARD:	RESOURCES:
Column 1	Column 2	Column 3	Column 4

CREW MEMBER SIGNATURES (*Print and Sign*)

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

WORKER CONCERNS OR IDEAS

List concerns or ideas to help improve safety for future follow-up.



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.

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, _____ ("Subcontractor"), pursuant to a
(Name of Subcontractor)
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:
_____, ("Project")
(Name or Description of Project)
which is located at _____
(Street Address)
in the City of _____, and County of _____,
and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of \$ _____,
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby 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
through _____, 20____ (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
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 this waiver in return for the payment recited above.

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

(Company Name)

By: _____

Its: _____

STATE OF NORTH CAROLINA

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 F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, _____ ("Subcontractor"), pursuant to a
(Name of Subcontractor)
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:
_____, ("Project")
(Name or Description of Project)
which is located at _____
(Street Address)
in the City of _____, and County of _____,
and is owned by _____ ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of \$ _____,
(Amount paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, 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 _____, 20____ (the
(Insert date through which release is given)
"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 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 this waiver in return for the payment recited above.

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

(Company Name)

By: _____

Its: _____

STATE OF NORTH CAROLINA

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, _____ ("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:

which is located at _____
in the City of _____, and County of _____,
and is owned by _____ ("Owner").

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

(Company Name)

By: _____

Its: _____

STATE OF NORTH CAROLINA

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 F4

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(Subcontractor/Vendor)

The undersigned, _____ ("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:

which is located at _____
in the City of _____, and County of _____,
and is owned by _____ ("Owner").

Subcontractor has been paid and received payment of \$ _____,
the sufficiency of which is hereby acknowledged and confessed, 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 costs 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 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 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 this waiver in return for the payment recited above.

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

(Company Name)

By: _____

Its: _____

STATE OF NORTH CAROLINA

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)

Request for Payment

Subcontractor's Name _____ Subcontractor's Address _____ Phone Number _____ Fax Number _____	Pay Request # _____ Work Performed Through: _____
Project Name: _____ Job No.: _____ Date: _____ Owner: _____	

Description of Work:

Original Contract Amount		
Change Order Total		
Through C/O #: _____		
Total Revised Contract	\$0.00	
Value of Work Performed to Date		
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	\$0.00	
Less _____% Retainage	\$0.00	
Amount Earned to Date	\$0.00	
Less Previous Billings/Payments		
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	\$0.00	

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
Date	Invoice #	Description	
Gross Amount	Retainage Amt	Net Amount	
\$0.00	\$0.00	\$0.00	
Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			
Halt Codes:			

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="checkbox"/> To <input type="checkbox"/> Consent of Surety for retention Y <input type="checkbox"/> N <input type="checkbox"/> reduction if bonded 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 <input style="width: 100px;" type="text"/>	
Owner Payment Rec'd Date: <input style="width: 100px;" type="text"/>	
Payment Terms: <input style="width: 100px;" type="text"/>	
Pay Select # <input style="width: 100px;" type="text"/>	

Approvals: _____ PM / Date	_____ PA / Date	_____ APA / Date
--------------------------------------	--------------------	---------------------

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (Contractor) :

BALFOUR BEATTY CONSTRUCTION, LLC

1930 Camden Road, Suite 280

Charlotte, NC 28203

PROJECT:

FROM (TRADE CONTRACTOR):

VIA (Construction Contract):

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

APPLICATION:

DISTRIBUTION TO:

PERIOD FROM:

PERIOD TO:

☐

OWNER

☐

CONTRACTOR

☐

ARCHITECT

☐

TRADE CONTRACTOR

ARCHITECT'S

PROJECTS NO:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved previous months by Owner		DEDUCTIONS
TOTAL		
Approved this Month		
No.	Date Approved	
TOTALS		0.00 \$0.00
Net change by Change Orders:		\$0.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTRACT DATE:

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet

1. ORIGINAL CONTRACT SUM	\$	
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE	\$	0.00
(Column G)		
5. RETAINAGE:		
a. 10 % of Completed Work	\$	0.00
(Column D + E)		
b. 10 % of Stored Material	\$	
(Column F)		
Total Retainage (Line 5a + 5b or		
Total in Column I)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	0.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR	\$	
PAYMENT (Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	0.00
(Line 3 less Line 6)		

State of :

County of:

Subscribed and sworn to before me this

day of

20

Notary Public:

My commission expires:

AMOUNT CERTIFIED

\$

(Attach explanation if amount certified differs from the amount applied for.)

CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Trade Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Trade Contractor under this Contract.

PROJECT:

APPLICATION NUMBER: _____

APPLICATION DATE: _____

PERIOD TO: _____

ARCHITECT'S PROJECT NO: _____

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C÷- G)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					

EXHIBIT H

Project Schedule

TBD

EXHIBIT I

QUALITY CONTROL PLAN

Balfour Beatty Construction is committed to providing the highest level of quality and service to its clients through the application of a Construction Quality Management Program (CQMP). Subcontractor and its vendors shall comply with the CQMP implemented by Balfour Beatty Construction for the Project. If requested by Balfour Beatty Construction, Subcontractor and its vendors shall provide satisfactory details of Subcontractor's compliance with the CQMP, its plan for assuring the quality of the portion of the work it has been contracted to provide, or the work which it has contracted with its vendors to provide. Subcontractor shall provide such details promptly upon request but no later than five (5) business days after the date of such request. 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.



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 <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> 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	N/A	X	Waiver of Subrogation applies in favor of cert holder & owner			WC STATU-TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
	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 K
BALFOUR BEATTY CONSTRUCTION, LLC
PAYMENT BOND

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____ of _____
d/b/a an individual / partnership / corporation organized under the laws of the State of _____, hereinafter
called the Subcontractor, and _____
of _____ a corporation organized under the laws of the State of _____,
hereinafter called the Surety, are held and firmly bound unto Balfour Beatty Construction, LLC,
hereinafter called the Contractor, in the sum of \$ _____
(_____)
for the payment whereof the Subcontractor and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Subcontractor has, by means of a written agreement dated _____,
entered into a Subcontract, No. _____ hereinafter called the Subcontract, with Contractor for Work at the Project
known as _____,
which said Subcontract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFOR, the condition of this obligation is such that if the Subcontractor shall make payment to all
claimants for all costs and expenses resulting from the performance of the Subcontract and for all labor, materials,
equipment, supplies, services and the like, used or reasonably required for use in the performance of the Subcontract, for
all or any part of which the Contractor or its sureties, or Owner or the land or buildings comprising the Project, is or may
be held to be liable, failing which such claimants shall have a direct right of action against the Subcontractor and Surety
under this obligation, subject to the Contractor's priority, and/or the Contractor shall have the right to bring an action
against the Subcontractor and Surety on behalf of unpaid claimants, then this obligation shall be null and void; otherwise,
it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of the Subcontract or in the Work to be
done under it, or the giving by the Contractor of any extension of time for the performance of the Subcontract, or any other
forbearance on the part of either the Contractor or the Subcontractor to the other shall not in any way release the
Subcontractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their
liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED FURTHER, that any increase in the Subcontract amount shall automatically result in a
corresponding increase in the penal amount of this Bond without notice to or consent from the Surety, such notice and
consent being hereby waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of the
Bond unless specifically provided in a written Change Order.

WITNESSED AND SEALED this ____ day of _____ 20__.

WITNESSES:

Subcontractor

By: _____
Typed Name: _____
Title: _____

COUNTERSIGNED: (If applicable)

Surety

By: _____
Typed Name: _____
Title: _____

Signature/State Resident Agent

Type or Print Name

EXHIBIT K
BALFOUR BEATTY CONSTRUCTION, LLC
PAYMENT BOND

SAMPLE

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we [Insert Subcontractor's Name] of [Insert City and State] d/b/a an individual / partnership / corporation organized under the laws of the State of _____, hereinafter called the Subcontractor, and [Insert Name of Surety] of [Insert City and State] a corporation organized under the laws of the State of _____, hereinafter called the Surety, are held and firmly bound unto Balfour Beatty Construction, LLC, hereinafter called the Contractor, in the sum of \$ _____ (_____) for the payment whereof the Subcontractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Subcontractor has, by means of a written agreement dated [Insert Date of Subcontract], entered into a Subcontract, No. _____ hereinafter called the Subcontract, with Contractor for Work at the Project known as [Insert Project Name and Location], which said Subcontract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFOR, the condition of this obligation is such that if the Subcontractor shall make payment to all claimants for all costs and expenses resulting from the performance of the Subcontract and for all labor, materials, equipment, supplies, services and the like, used or reasonably required for use in the performance of the Subcontract, for all or any part of which the Contractor or its sureties, or Owner or the land or buildings comprising the Project, is or may be held to be liable, failing which such claimants shall have a direct right of action against the Subcontractor and Surety under this obligation, subject to the Contractor's priority, and/or the Contractor shall have the right to bring an action against the Subcontractor and Surety on behalf of unpaid claimants, then this obligation shall be null and void; otherwise, it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of the Subcontract or in the Work to be done under it, or the giving by the Contractor of any extension of time for the performance of the Subcontract, or any other forbearance on the part of either the Contractor or the Subcontractor to the other shall not in any way release the Subcontractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED FURTHER, that any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of the Bond unless specifically provided in a written Change Order.

WITNESSES:

Subcontractor

By: _____
Typed Name: _____
Title: _____

COUNTERSIGNED: (If applicable)

Signature/State Resident Agent

Type or Print Name

Surety

By: _____
Typed Name: _____
Title: _____

EXHIBIT K
BALFOUR BEATTY CONSTRUCTION, LLC
PERFORMANCE BOND

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____ of _____
d/b/a an individual / partnership / corporation organized under the laws of the State of _____, hereinafter
called the Subcontractor, and _____
of _____ a corporation organized under the laws of the State of _____,
hereinafter called the Surety, are held and firmly bound unto Balfour Beatty Construction, LLC, hereinafter called the
Contractor, in the sum of \$ _____ (_____)
for the payment whereof the
Subcontractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Subcontractor has, by means of a written agreement dated _____,
entered into a Subcontract, No. _____ hereinafter called the Subcontract, with Contractor for Work at the Project
known as _____,
which said Subcontract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFOR, the condition of this obligation is such that if the Subcontractor shall faithfully perform and
fulfill the Subcontract on its part and shall fully indemnify and save harmless the Contractor from all costs, damages,
expenses and attorneys' fees which it may suffer by reason of failure so to do and shall fully reimburse and repay the
Contractor all outlay and expense which the Contractor may incur in making good any such default, then this obligation
shall be null and void; otherwise, it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of the Subcontract or in the Work to be
done under it, or the giving by the Contractor of any extension of time for the performance of the Subcontract, or any other
forbearance on the part of either the Contractor or the Subcontractor to the other shall not in any way release the
Subcontractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their
liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED FURTHER, that any increase in the Subcontract amount shall automatically result in a
corresponding increase in the penal amount of this Bond without notice to or consent from the Surety, such notice and
consent being hereby waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of the
Bond unless specifically provided in a written Change Order.

WITNESSED AND SEALED this ____ day of _____, 20__.

WITNESSES:

Subcontractor

By: _____
Typed Name: _____
Title: _____

COUNTERSIGNED: (If applicable)

Surety

By: _____
Typed Name: _____
Title: _____

Signature/State Resident Agent

Type or Print Name

EXHIBIT K
BALFOUR BEATTY CONSTRUCTION, LLC
PERFORMANCE BOND

SAMPLE

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we [Insert Subcontractor's Name] of [Insert City and State] d/b/a an individual / partnership / corporation organized under the laws of the State of _____, hereinafter called the Subcontractor, and [Insert Name of Surety] of [Insert City and State] a corporation organized under the laws of the State of _____, hereinafter called the Surety, are held and firmly bound unto Balfour Beatty Construction, LLC, hereinafter called the Contractor, in the sum of \$ _____ (_____) for the payment whereof the Subcontractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Subcontractor has, by means of a written agreement dated [Insert Date of Subcontract], entered into a Subcontract, No. _____ hereinafter called the Subcontract, with Contractor for Work at the Project known as [Insert Project Name and Location], which said Subcontract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFOR, the condition of this obligation is such that if the Subcontractor shall faithfully perform and fulfill the Subcontract on its part and shall fully indemnify and save harmless the Contractor from all costs, damages, expenses and attorneys' fees which it may suffer by reason of failure so to do and shall fully reimburse and repay the Contractor all outlay and expense which the Contractor may incur in making good any such default, then this obligation shall be null and void; otherwise, it shall remain in full force and effect;

AND PROVIDED, that any alterations which may be made in the terms of the Subcontract or in the Work to be done under it, or the giving by the Contractor of any extension of time for the performance of the Subcontract, or any other forbearance on the part of either the Contractor or the Subcontractor to the other shall not in any way release the Subcontractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED FURTHER, that any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of the Bond unless specifically provided in a written Change Order.

WITNESSED AND SEALED this ____ day of _____, 20__.

WITNESSES:

Subcontractor

By: _____
Typed Name: _____
Title: _____

COUNTERSIGNED: (If applicable)

Surety

By: _____
Typed Name: _____
Title: _____

Signature/State Resident Agent

Type or Print Name

EXHIBIT K
BALFOUR BEATTY CONSTRUCTION, LLC
SUPPLY BOND

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we _____ an individual / partnership / corporation organized under the laws of the State of _____, hereinafter called the Seller, and _____ a corporation organized under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Balfour Beatty Construction, LLC, hereinafter called the General Contractor, in the sum of \$_____ (_____) for the payment of which the Seller and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Seller has, by means of a written agreement dated _____, entered into a Contract, No. _____ hereinafter called the Contract, with General Contractor for Work at the Project known as _____, which Contract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFORE, the condition of this obligation is such that if the Seller shall faithfully perform and fulfill the Contract on its part and shall fully indemnify and save harmless the General Contractor from all cost, damage, expense and attorney's fees which it may suffer by reason of failure so to do, and shall fully reimburse and repay the General Contractor all outlay and expense which the General Contractor may incur in making good any such default;

AND FURTHER, that if the Seller shall pay all persons who have contracts directly with the Seller for labor or materials, for all or any part of which the General Contractor, its sureties, or Owner are liable, failing which such persons shall have a direct right of action against the Seller and Surety under this obligation, subject to General Contractor's priority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract, or in the materials to be supplied under it, or the giving by the General Contractor of any extension of time for the performance of the Contract, or any other forbearance on the part of either the General Contractor or the Seller to the other shall not in any way release the Seller and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED, that any increase in the Contract amount will automatically result in a corresponding increase in the penal sum of this Bond without further notice to or consent from Surety. Decreases in the Contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided in a deductive Change Order.

WITNESSED AND SEALED this ____ day of _____ 20__.

WITNESSES:

Seller

By: _____
Typed Name: _____
Title: _____

COUNTERSIGNED: (If applicable)

Signature/State Resident Agent

Type or Print Name

Surety

By: _____
Typed Name: _____
Title: _____

EXHIBIT K
BALFOUR BEATTY CONSTRUCTION, LLC
SUPPLY BOND

SAMPLE

BOND #: _____

KNOW ALL MEN BY THESE PRESENTS:

That I/we [Insert Seller's Name] an individual / partnership / corporation organized under the laws of the State of _____, hereinafter called the Seller, and [Insert Name of Surety] a corporation organized under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Balfour Beatty Construction, LLC, hereinafter called the General Contractor, in the sum of \$ _____ (_____) for the payment of which the Seller and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Seller has, by means of a written agreement dated [Insert Date of Agreement], entered into a Contract, No. _____ hereinafter called the Contract, with General Contractor for Work at the Project known as [Insert Project Name and Location], which Contract is incorporated herein by reference and made a part hereof for all purposes.

NOW THEREFORE, the condition of this obligation is such that if the Seller shall faithfully perform and fulfill the Contract on its part and shall fully indemnify and save harmless the General Contractor from all cost, damage, expense and attorney's fees which it may suffer by reason of failure so to do, and shall fully reimburse and repay the General Contractor all outlay and expense which the General Contractor may incur in making good any such default;

AND FURTHER, that if the Seller shall pay all persons who have contracts directly with the Seller for labor or materials, for all or any part of which the General Contractor, its sureties, or Owner are liable, failing which such persons shall have a direct right of action against the Seller and Surety under this obligation, subject to General Contractor's priority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract, or in the materials to be supplied under it, or the giving by the General Contractor of any extension of time for the performance of the Contract, or any other forbearance on the part of either the General Contractor or the Seller to the other shall not in any way release the Seller and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns, from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

AND PROVIDED, that any increase in the Contract amount will automatically result in a corresponding increase in the penal sum of this Bond without further notice to or consent from Surety. Decreases in the Contract amount shall not, however, reduce the penal amount of the Bond unless specifically provided in a deductive Change Order.

WITNESSED AND SEALED this _____ day of _____ 20____.

WITNESSES:

Seller

By: _____

Typed Name: _____

Title: _____

COUNTERSIGNED: (If applicable)

Signature/State Resident Agent

Type or Print Name

Surety

By: _____

Typed Name: _____

Title: _____

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 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: _____

EXHIBIT U

MWBE Plan

TBD

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



E-589CI Affidavit of Capital Improvement

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

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

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

(A) Owner, Tenant, or Real Property Contractor <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Address <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> City State Zip Code <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>	(B) Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Address <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> City State Zip Code <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>
--	--

Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed)

City

State

Zip Code

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

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section execute a blanket affidavit.)

(C) Real Property Contractor <div style="border: 1px solid black; padding: 2px;">Balfour Beatty Construction, LLC</div> Address <div style="border: 1px solid black; padding: 2px;">1930 Camden Road, Ste 280</div> City State Zip Code <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>	(D) Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> Address <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> City State Zip Code <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>
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To be completed by the Real Property Contractor Identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Purchasing Contracts Generalist

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

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

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). The following exceptions do not apply to remodeling.

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I - Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.