

## SUBCONTRACT SPECIAL PROVISIONS

**[For non NC jobs please remove before sending out to subcontractors]**

"Pursuant to N.C.G.S. §44A-11; et seq., the name and contact information of the Lien Agent for this project is as follows:

[REDACTED]

This information must be provided to all parties with which Subcontractor or Supplier contracts directly for labor, services or materials on the project. Further, the obligation to provide all lower tier subcontractors and suppliers with this Lien Agent information must be flowed by Subcontractor or Supplier to those with which it contracts."

### A. 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 When any paragraph or subparagraph in the Subcontract Agreement is amended, voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.*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. In addition to the Standard Form Agreement 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 takes into account design, engineering or coordination for shop drawings 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) **Complete submittal of all LEED (Only if project is LEED) documentation no later than 60 days after Contract Execution** (unless the Architect needs this to be part of the product approval submittal, then the 21 days shall apply). The binder shall have a tab for each point being pursued for LEED certification by the

Subcontractor. If documentation applies to multiple points or divisions, copies shall be inserted behind each tab by the Subcontractor. Any calculations required shall be the responsibility of the Subcontractor and shall be completed utilizing the Spreadsheet provided by the Construction Manager. The aforementioned can be submitted electronically in a format acceptable to the CMAR/Architect. If the LEED submittal is not submitted as indicated above, it shall be rejected without review and returned to the Subcontractor for resubmission. Failure to submit correct or timely submittals does not relieve this subcontractor of material delivery obligations in accordance with the project schedule.

- (4) **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 3<sup>rd</sup> 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) LEED (Only if project is LEED) – include with initial project material approval submittals, and end of project submittals for material verifications (separate lines items)
- (4) Close out - including redline digital as-builts, professional surveys, owner maintenance manuals, attic stock, owner training, warranties, and extended warranties (all separate line items)
- (5) Commissioning requirements – include meeting attendance, preinspection checklists, and field verification (all separate line items)
- (6) Composite Clean up as defined herein
- (7) 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 reduced 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.
- (8) 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 as 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 manage the construction schedule for sole reasoning to accurately track subcontractor manpower against the subcontractor daily reports on a monthly basis to insure schedule completion.

Subcontractor understands that Contractor's schedule will NOT be available to subcontractors electronically. Subcontractors are to coordinate with Contractor for updating purposes. Only paper copies 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, LEED, 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 am to 5:30 pm on Monday through Thursday, and 7 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 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 Owner or 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 a.m. to 5:30 p.m. Monday through Thursday, Friday and Saturday from 7:00 a.m. to 3:30p.m. 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.

## I. 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 execute 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, LEED Documentation, 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 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](mailto: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](http://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. (ie. 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 included 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 subcontractors 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.

## II. 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

### III. 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.

#### IV. 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.

## V. 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.

## VI. 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.

## VII. 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. UTILITY STRIKE PREVENTION

- (1) Subcontractor must utilize a 3<sup>rd</sup> party surveyor/locating service (in addition to 811 services and/or any owner requirements) to:
  - (a) Verify all existing utility locations shown on as-built plans provided by owner
  - (b) Layout all new utility installations provided by contractor, including all utility company work by others (i.e. electric, gas, fiber, phone, CATV, etc.)
  - (c) Provide associated drawings for existing utilities and newly installed utilities in both horizontal and vertical conditions
- (2) Equipment operators are to check into the project office **daily** and perform the following:
  - (a) Complete a dig permit and pre-task plan (PTP)
  - (b) "Check out" a magnetized orange flag which is to be placed in a conspicuous location on top of the equipment they are operating, which indicates permission to dig
  - (c) Return flags at the end of every shift. If the flag is not returned, the operator will be subject to disciplinary action.
  - (d) An updated version of the drawings and a copy of the signed dig permit must be kept with the operator during operations
  - (e) A re-orientation and review of the logistics/utility plan is required for operators that have been away from the project for 3 days or more.
- (3) In areas where utilities intersect the permit's dig zone, the utility must be exposed through the entire width of the excavation utilizing non-mechanical methods prior to the start of excavation activities.
- (4) Snow fence is to be placed 18" above all newly installed (direct buried) utilities during backfilling operations.
- (5) Stakes and/or flags must be installed and maintained on top excavations to identify utility locations after backfilling operations are complete.
  - (a) The subcontractor must update the site as-built drawings daily to reflect the progression of newly installed utilities and/or any unidentified utilities that have been discovered.
- (6) Transformers and switches shall be protected with 6' fence panels and a minimum 5' clearance around the transformer/switch.
  - (a) If there is work being performed above the transformer, adequate overhead protection must also be installed.
- (7) Valves, manholes, hand holds, etc. of existing or newly installed utilities shall be protected by jersey barriers or fence panels.

4. **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.

5. **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
6. **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.
7. **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.**

## VIII. 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) Abuilts – 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.