

CONTRACT DETAILS:

Cost Code: {ContractSchedOfValues.BdgtCode}
Date: {Contracts.ContractDate}
Project #: {Projects.Number}
Project Name: {Projects.Name}
Project Address: {Projects.Address}
Subcontract #: {Contracts.ContractNumber}

CONTRACTOR:

[AP Subsidiary legal name]
dba Adolfson & Peterson Construction
Phone:

OWNER:

{LegalDocInfo.Owner}
{LegalDocInfo.OwnerAddr1}
{LegalDocInfo.OwnerAddr2}

ARCHITECT:

{LegalDocInfo.ArchName}
{LegalDocInfo.ArchAddr1}
{LegalDocInfo.ArchAddr2}

SUBCONTRACTOR:

{ToCompany.Name}
dba []
{ToContact.DisplayAddress}
Phone: {ToContact.Tel}
Federal ID: {ToCompany.FederalID}
Vendor #: {Company.CompanyID}

ARTICLE 1 – AGREEMENT

1.1 SUBCONTRACTOR RESPONSIBILITIES. Subcontractor agrees to furnish all materials, labor, supervision, tools, equipment and supplies as necessary to perform all of Subcontractor's Work described in Paragraph 1.2 below, for the construction of **{Projects.Name}** (the "Project") in accordance with the terms and conditions of the Prime Contract Documents, between **{LegalDocInfo.Owner}** ("Owner") and Contractor, dated **({LegalDocInfo.ContractDate})**. The Prime Contract Documents are more fully defined in Article 2 of this Subcontract.

1.2 SUBCONTRACTOR WORK. "Subcontract Work" or "Subcontractor's Work" or "Work" is described in Exhibit D.

The Subcontract Work includes all work incidental or related thereto, or reasonably inferable therefrom, for a complete Project. The Subcontract Work will be performed in accordance with the Subcontract and the Prime Contract Documents and in a skillful and workmanlike manner, with material and equipment being both ample in quantity for the Project and new and of the kind and grade necessary for the purpose intended. In the event that the Scope of Work includes any hazardous materials abatement, Subcontractor shall be bound by and comply with the terms and conditions in Exhibit I, which is incorporated into this Agreement.

1.3 SUBCONTRACT PRICE. As total compensation for Subcontract Work, and subject to the provisions of this Subcontract and the Prime Contract Documents, Contractor shall pay to Subcontractor, a lump sum of **({Contracts.OrigValue}"NumToText")** Dollars **({Contracts.OrigValue})**.

1.4 COMMENCEMENT, COMPLETION AND SCHEDULE. Subcontractor will commence Subcontractor's Work on the date specified by Contractor in a written or oral notice to proceed, or if none is given, on the date specified on the schedule attached to this Subcontract as Exhibit A, as may be amended by Contractor from time to time (the "Project

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Schedule"). Subcontractor will achieve final completion of Subcontractor's Work as directed by Contractor or on the date specified in the Project Schedule.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 PRIME CONTRACT DOCUMENTS. In addition to this Subcontract, the Prime Contract Documents, including any and all documents referenced in the Agreement between Owner and Contractor, are hereby incorporated into this Subcontract Agreement by reference and are binding on Subcontractor:

2.2 REVIEW OF CONTRACT DOCUMENTS. Prime Contract Documents may be reviewed by Subcontractor at Contractor's place of business during normal business hours. Subcontractor will be responsible for obtaining copies pertinent to its Work and for the careful examination of their contents. By signing this Subcontract, Subcontractor acknowledges that it has carefully reviewed and examined this Subcontract, including the Prime Contract Documents, and all other documents incorporated into and/or referenced in this Subcontract, and that any and all ambiguities and discrepancies have been clarified and/or corrected to Subcontractor's satisfaction. Subcontractor agrees that it will not make any claim or demand upon Contractor based upon or arising out of any misunderstanding or misconception on Subcontractor's part of the provisions and requirements of the Prime Contract Documents or this Subcontract, if Subcontractor either knew or should have known of the ambiguity or discrepancy.

2.3 CONFLICT BETWEEN CONTRACT DOCUMENTS. The Prime Contract Documents and this Subcontract will be interpreted together and in harmony with one another. However, in case of conflict between the Prime Contract Documents and this Subcontract, this Subcontract will control, provided however, that if the Prime Contract Documents impose a stricter requirement or a requirement for better quality or a greater quantity on Subcontractor than this Subcontract, the stricter requirement or requirement for better quality or a greater quantity shall control. Additionally, if Subcontractor has provided Contractor with a quote, proposal or the like, these documents shall not be considered a Contract Document and any terms and conditions contained or referenced therein shall not be binding on Contractor unless they are expressly incorporated into the Subcontract Addendum.

2.4 SUBCONTRACTOR BOUND BY CONTRACT DOCUMENTS. Subcontractor binds itself to Contractor and is obligated to Contractor in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract Documents. All rights which Owner may exercise and enforce against Contractor may be exercised and enforced by Contractor against Subcontractor, including but not limited to any claim for liquidated damages. Subcontractor shall be required to do all things and be bound by all decisions, directives, interpretations, and rulings of Owner, Architect or Others to whom Contractor is bound, including but not limited to all decisions as to the scope of the Subcontract Work. To the extent the Prime Contract Documents require the incorporation of any terms, conditions, or obligations in the Prime Contract Documents into Contractor's subcontracts, Subcontractor agrees that they are incorporated herein by reference. If this Subcontract is signed before Contractor signs the Prime Contract with the Owner, this Agreement shall be construed as a pre-bid agreement which cannot be canceled by Subcontractor and upon the award to Contractor shall become binding. If no such Prime Contract is signed by Owner and Contractor, this Subcontract Agreement shall have no further effect and Contractor shall have no obligation to pay Subcontractor for any work or costs incurred in relation to this Subcontract.

Regardless of whether Subcontractor executes this Subcontract, if Subcontractor commences any Work on the project, including but not limited to mobilization, Subcontractor shall be deemed to and consents to a judicial finding through summary judgment or otherwise that it has accepted all terms and conditions set forth in this Agreement.

ARTICLE 3 - SCOPE OF SUBCONTRACT WORK

3.1 FAMILIARITY WITH PROJECT. Subcontractor acknowledges that Subcontractor has physically visited the Project site and is familiar with and has verified the conditions under which Subcontractor's Work is to be performed, including without limitation, applicable laws, codes and other restrictions, local labor conditions, local weather patterns, access restrictions to and from the Project site, prior work performed by others on the Project, and all other matters which may affect the time and cost of completing Subcontractor's Work. Subcontractor is not relying on any



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representations, statements or information provided by Contractor except as set forth in the Prime Contract Documents or agreed between Contractor and Subcontractor in writing. Subcontractor assumes full and complete responsibility for all existing conditions relating to Subcontractor's Work, the Project site and its surroundings, any surfaces on which its Work is to be performed, and all risks in connection therewith. Subcontractor shall investigate subsurface conditions to the extent such conditions could affect Subcontractor's Work. Subcontractor has fully examined and analyzed all existing surveys, test reports and schedules that could affect its performance, and acknowledges that no conditions exist which would adversely affect the progress, schedule, performance, or price of this Subcontract or the quality of the Subcontract Work.

3.2 SUBCONTRACTOR TO PROVIDE ALL ITEMS NECESSARY FOR WORK. Except as otherwise agreed by Contractor and Subcontractor in writing, Subcontractor will provide, at its own expense, all temporary and permanent tools, scaffolding, implements, shop and working drawings, samples, models, guarantees, licenses, unloading facilities and services, and all other items necessary for the proper and safe performance of this Subcontract and acceptance of the Subcontract Work. In addition, Subcontractor will provide, at its own expense, tests and permits necessary for the proper performance of this Subcontract and acceptance of the Subcontract Work unless the Prime Contract Documents specify that Owner, Contractor or another subcontractor is to provide such tests or permits.

3.3 TESTING, COSTS, AND LICENSE FEES. Subcontractor will, at its own expense, pay all testing costs, royalties, and license fees required for the Subcontract Work, and all costs which disclose, or are necessitated by, incorrect or faulty materials or workmanship.

3.4 SUBSTITUTIONS. Subcontractor will not make any substitutions to its Work or materials unless it first receives written approval of Contractor. Subcontractor will defend, indemnify, and hold Contractor harmless as a result of such substitutions, regardless of Contractor's approval, including, but not limited to, any costs of attorneys' fees except that Subcontractor's obligations hereunder shall be reduced proportionately to the extent caused by Contractor's negligence.

3.5 USE OF CONTRACTOR'S EQUIPMENT. Subcontractor, its agents, employees, material suppliers or lower tier subcontractors will not use Contractor's equipment without the written permission of Contractor. If Subcontractor or any of its agents, employees, material suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, Subcontractor will be liable for and shall defend, indemnify and hold Contractor harmless for any loss, claims, or damages including personal injury or death asserted against Contractor or which arises in any manner from such use except that Subcontractor's obligations hereunder shall be reduced proportionately to the extent caused by Contractor's negligence unless the loss, claim or damage results from personal injury or death to Subcontractor or its sub-subcontractors or suppliers or any of their employees, agents or representatives ("Subcontractor Personal Injury Claims"), in which case Subcontractor's obligation shall only be limited to the extent that the loss, claims or damages are caused by Contractor's sole negligence. SUBCONTRACTOR EXPRESSLY AGREES TO INDEMNIFY CONTRACTOR FOR ITS CONCURRENT NEGLIGENCE FOR SUBCONTRACTOR PERSONAL INJURY CLAIMS.

3.6 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. All labor, services and materials to be furnished as part of the Subcontract Work will comply with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including, without limitation, those relating to safety, hazardous waste, discrimination, fair employment, equal opportunity, immigration, E-Verify, and worker's compensation. Additionally, Subcontractor is responsible for compliance with all building codes. Subcontractor will, solely at its own expense, correct any violations of the obligations in this Paragraph and shall defend and indemnify Contractor for any claims, damages, penalties, loss and expenses arising from Subcontractor's failure to comply with any government requirements. Contractor further reserves the right to demand proof of compliance with all applicable government requirements.

3.7 SUBCONTRACTOR'S LICENSE. Subcontractor warrants that it is duly licensed by all applicable government authorities to perform the Subcontract Work, and that it will maintain such licenses at its own expense through the expiration of the warranty period applicable to Subcontractor's scope of Work.

3.8 DESIGN/BUILD SCOPE. To the extent Subcontractor's Work includes design services as set forth in Exhibit D the following provisions shall apply to such Design Services. Subcontractor acknowledges that its Design Services



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are part of the overall design of the Project and must be integrated into the overall design of the Project. Subcontractor shall work with Contractor and the Owner to coordinate and integrate Subcontractor's Design Services with the overall Project design. The standard of care for all Design Services shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the Prime Contract Documents contain performance standards for the Design Services or a different standard of care, Subcontractor agrees that all Design Services shall be performed to achieve such standards. When professional certification of performance or design criteria of equipment, materials, systems or other items is required to be furnished by Subcontractor under the Subcontract, Contractor shall be entitled to rely upon such certification and shall not be expected or required to make any independent examination with respect thereto. To the extent required by the Prime Contract Documents, Subcontractor agrees to provide Contractor any required professional certification of performance or design criteria of equipment, materials or other items related to Subcontractor's Scope of Work. To the extent not inconsistent with the Owner's rights under the Prime Contract Documents, the Subcontractor hereby grants to Contractor and Owner a transferable, irrevocable and perpetual royalty-free license to retain and use all design documents for any purpose in connection with the Project or for general reference in connection with its business. Notwithstanding the foregoing, Subcontractor agrees that it will grant the Owner all rights to its design, drawings details, specifications, data bases, software, and other proprietary intellectual property required by the Prime Contract Documents. The Subcontractor shall include a similar requirement in its contracts with its design consultants and subtier subcontractors.

ARTICLE 4 - PAYMENT

4.1 GENERAL PROVISIONS

4.1.1 SCHEDULE OF VALUES. Subcontractor will provide a schedule of values satisfactory to Contractor and Owner to be returned with the signed Subcontract, and in any event, no more than ten (10) days from the date Subcontractor receives this Subcontract.

4.1.2 PAYMENT USE RESTRICTION. No payment received by Subcontractor will be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person or entity furnishing labor or materials for use in performing Subcontractor's Work on this project.

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

4.1.4 PARTIAL LIEN WAIVERS AND AFFIDAVITS. Subcontractor will provide, in a form satisfactory to Owner and Contractor and, if required by the Prime Contract Documents or Owner's Lender, partial lien or claim waivers and affidavits from Subcontractor, and its lower tier subcontractors and material suppliers for the completed portion of Subcontractor's Work. Such waivers may be made conditional upon payment.

4.1.5 SUBCONTRACTOR PAYMENT FAILURE. In the event Contractor has reason to believe that labor, material or other obligations incurred in the performance of Subcontractor's Work are not being paid, Contractor may take any steps deemed necessary to ensure that any payments to Subcontractor are utilized to pay such obligations. If upon receipt of notice of same by Contractor, Subcontractor does not: (a) supply evidence to the satisfaction of Contractor that monies owing to the claimant have been paid; or (b) post a bond indemnifying Owner, Contractor, and Contractor's surety, if any. Contractor will further have the right to issue, at its sole option and pursuant to the terms of a joint check agreement, joint checks to the Subcontractor and any second tier Subcontractor or Supplier to whom the Subcontractor failed to make payment for Work properly performed or material or equipment suitably delivered. Contractor will also have the right to retain out of any payments due or to become due to Subcontractor a reasonable amount to protect Contractor from any or all loss, damage or expense, including attorneys' fees, arising out of or relating to any such payments owing, claim or lien, until such time the payment obligation, claim or lien has been satisfied by Subcontractor.

4.1.6 USE OF FUNDS. Subcontractor agrees that any and all payments received for the Subcontract Work are trust funds to be held by Subcontractor and will be used only to pay for the labor and material provided by Subcontractor



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on this Project, prior to being used for any other purpose. Subcontractor agrees that these funds do not belong to Subcontractor, and are not part of Subcontractor's estate, whether or not Subcontractor files bankruptcy at any time. Subcontractor agrees that it will acquire an interest only in the funds remaining after all of Subcontractor's bills and charges for labor, material, and equipment incurred or to be incurred on this Project have been fully paid by Subcontractor, and Subcontractor has received and delivered to Contractor lien releases and lien waivers as required under this Subcontract. Any prior or subsequent assignment of Subcontractor's rights to the Subcontract receivables to be generated hereunder will apply only to the remaining funds which are not trust funds. All such assignments must be approved by Contractor in writing in advance. Subcontractor will furnish an accounting of the distribution of such payments upon request by Contractor at any time.

4.1.7 PAYMENT NOT ACCEPTANCE. Payment to Subcontractor is specifically agreed not to constitute or imply acceptance by Contractor or Owner of any portion of Subcontractor's Work. No payment on changes constitutes or implies acceptance by Contractor until all requirements under this Subcontract have been met.

4.1.8 CONDITION PRECEDENT. Regardless of any term or inference to the contrary in this Subcontract, Contractor and Subcontractor expressly agree that Owner's payment to Contractor on Subcontractor's account is an absolute condition precedent to Contractor's obligation to pay Subcontractor any progress or final payment pursuant to this Subcontract, except to the extent Subcontractor establishes that Owner's failure to make payment to Contractor was caused solely by the fault of Contractor. Subcontractor recognizes that the sole source of funding for this Subcontract agreement is payment made by the Owner to the Contractor, and Subcontractor acknowledges that it evaluated the credit worthiness of the Owner in entering this agreement. Subcontractor expressly agrees that it retains the risk of Owner's insolvency or inability to pay Subcontractor's Work, and such risk is not transferred to Contractor under this Subcontract. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractor.

4.1.9 RIGHT OF OFFSET. If Subcontractor has a payment failure, is in default, has been suspended or terminated for cause, or has otherwise caused the Contractor to incur cost or potential liability under this Subcontract, Contractor will have the right of offset on any Contractor project, in any location, all remaining monies due Subcontractor under this Subcontract. Contractor may retain out of any payments due or to become due to Subcontractor on any other Project a reasonable amount to protect Contractor from any or all loss, damage or expense including attorneys' fees until the payment failure claim, default, suspension, termination for cause, claim, or lien has been satisfied by Subcontractor.

4.1.10 WAGE THEFT. Wages are defined broadly to include all earned monies, benefits and fringe benefits, paid time off, allowances, and per diem. "Wage Theft" occurs when an employer fails to pay a worker Wages as required by law.

Upon a good faith belief that Wage Theft has occurred on the Project and is related to Subcontractor and/or its lower tier subcontractors and material suppliers, Contractor may investigate or audit Subcontractor. Subcontractor will cooperate with the investigation or audit at its expense by, among other things, (i) providing Contractor with information, records, and interviews that may include business ownership and incorporation, banking, workers' compensation and unemployment insurance, payments to workers and its subcontractors, relationship with subcontractors suspected of brokering labor, and commitment to protect workers' rights; and (ii) attesting in writing that it reasonably monitors its subcontractors of all tiers for compliance and has no good faith basis to believe Wage Theft has occurred by Subcontractor or any of its lower tier subcontractors or material suppliers. If Subcontractor refuses to cooperate or if Contractor concludes in good faith that (i) Subcontractor directly or through its lower tier subcontractors and material suppliers has engaged in Wage Theft and (ii) the violation is not a de minimus mistake that has been remediated, then Contractor may terminate without opportunity to cure and/or refer the matter to government authorities. Subcontractor should report to Contractor any good faith suspicion of violation by any other provider of labor on the jobsite and agrees to cooperate in an investigation or audit of another of Contractor's subcontractor. Subcontractor agrees that knowledge of Wage Theft by its field supervisors or leads may be imputed to Subcontractor.

In the event that a claim is made against Contractor for the failure by Subcontractor and/or its lower tier subcontractors and suppliers to pay Wages, then, upon notice by Contractor, (a) Subcontractor will defend Contractor from the

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allegations, and (b) Contractor may withhold Payment to cover all damages including liquidated damages and penalties, plus any unpaid cost of defense relating to Wage Theft by Subcontractor or its lower-tier subcontractors. If Subcontractor does not defend Contractor, and Contractor has satisfied claims for unpaid wage, fees and costs, then Contractor may pursue Subcontractor to pay those damages and Subcontractor will waive any defense and pay Contractor the actual and liquidated damages, and fees and costs, that Contractor paid because of Subcontractor's failure to pay Wages plus Contractor's reasonable attorney's fees and costs incurred in this reimbursement. Subcontractor agrees that, by failing to defend Contractor, Subcontractor knowingly and intentionally waives any defense, right, or objection to Contractor's pursuit of the actual and liquidated damages and fees and costs. Subcontractor will require its lower-tier subcontractors and suppliers to agree to these terms.

4.2 PROGRESS PAYMENTS

4.2.1 PAYMENT APPLICATION. Subcontractor's progress payment application for Work performed in the preceding payment period will be submitted to Contractor in accordance with the terms of this Subcontract and shall include all supporting documentation as required by Contractor, including but not limited to a current Subcontractor prequalification, a current Exhibit C, and current Certificate of Insurance. Contractor will include in Contractor's invoice to Owner, for that same period, an estimate to Owner, the value of all Work, labor and materials of Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which estimates have been furnished by Subcontractor and approved by Contractor. Upon learning that the amount certified due for Subcontractor is different from the amount requested by Subcontractor, Contractor will so advise Subcontractor and furnish such information as Contractor may have for the difference.

Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, statutory declarations and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of TPM. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. To prevent fraud and cyberattacks, no personal identification information (i.e., bank account, social security, Federal tax identification numbers, or associated passwords, etc.) will be sent via email. All wire transfer information will be provided via telephone, facsimile, or video call.

4.2.2 RETAINAGE/SECURITY. The rate of retainage shall not exceed the percentage retained from Contractor's payment by Owner for Subcontractor's Work, provided Subcontractor furnishes a bond or other security to the satisfaction of Contractor. If Subcontractor has furnished such bond or security, and its Work is satisfactory, and the Prime Contract Documents provide for reduction of retainage at a specified percentage of completion, then Subcontractor's retainage will also be reduced when Subcontractor's Work has attained the same percentage of completion and Contractor's retainage for Subcontractor's Work has been so reduced by Owner. However, if Subcontractor does not provide such bond or security, the rate of retainage shall be **{Contracts.GeneralRetainPercent} "Percent"** or the required statutory rate under operation of law.

4.2.3 TIME OF PAYMENT APPLICATION. Subcontractor will submit progress payment applications to Contractor no later than the **{Contracts.Udf_ContractsProgressduedate}**st/th day of each payment period for Work performed up to and including the last day of the month. The payment application shall indicate Work completed and, to the extent allowed under this Subcontract, materials suitably stored during the preceding payment period.

4.2.4 PAYMENT FOR STORED MATERIALS. Unless otherwise provided in the Prime Contract Documents, and if approved in advance by Owner, applications for payment may include materials and equipment not incorporated in Subcontractor's Work but delivered and suitably stored at the Project site or at some other location agreed upon in writing. Approval of a payment application for such stored items on site shall be conditioned upon submission by Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to Owner and Contractor to establish Owner's title to such materials and equipment, or must otherwise protect Owner's and Contractor's interests therein, including transportation to the site. Any and all materials stored on the Project site remain the responsibility of Subcontractor, as a result of any damage, theft, fire or act of God, regardless of being paid for or not.

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4.2.5 TIME OF PROGRESS PAYMENT. Providing Subcontractor is not in default of this Subcontract; Contractor agrees to pay Subcontractor within seven (7) days upon receipt of payment from Owner. Payment will be limited to the amount received by Contractor on account of Subcontractor's Work.

4.2.6 70% PAYMENT APPLICATION AND PROJECT CLOSEOUT DOCUMENTS. Subcontractor understands and acknowledges that the proper and timely closeout of the Project is of the utmost importance to Owner and Contractor. Subcontractor is to become familiar with all documents that are required for the Project closeout manual including but not limited to, manuals, warranties, and guarantees. These documents are considered part of Subcontractor's seventy percent (70%) billing and become due prior to Contractor payment. Amounts from Subcontractor's seventy percent (70%) billing and all subsequent billings may be held at the discretion of Contractor until all closeout documents are received.

4.3 FINAL PAYMENT

4.3.1 REQUIREMENTS. Before Contractor will be required to forward Subcontractor's application for final payment to Owner, Subcontractor will submit to Contractor: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with Subcontractor's Work for which Owner or Contractor might in any way be liable, have been paid or otherwise satisfied; (b) consent of surety to final payment, if required; (c) satisfaction of required closeout requirements and procedures; and (d) other data if required by Contractor or Owner, such as receipts, releases, current insurance documentation, current Subcontractor prequalification and waivers of liens to the extent and in such form as may be designated by Contractor or Owner. Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor's Work but will not relieve Subcontractor of liability for the obligations assumed under this Subcontract, or for faulty or defective Subcontract Work discovered after final payment.

4.3.2 TIME OF FINAL PAYMENT. Final payment of the balance due of the Subcontract Price shall be made to Subcontractor: (a) upon receipt of Owner's waiver of all claims related to Subcontractor's Work, (b) after written resolution between Contractor and Subcontractor of liens, defective work, and noncompliance with the Prime Contract Documents or warranties, if any, and (c) within seven (7) days after receipt by Contractor of final payment from Owner for Subcontract Work.

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

ARTICLE 5 - CHANGES

5.1 CHANGES. When Contractor so orders in writing pursuant to the terms of this Article 5, Subcontractor will make any and all changes in the Work that are within the general scope of this Subcontract. Adjustments in the Subcontract Price or time, if any, resulting from such changes shall be identified in a Subcontract Change Order pursuant to the Prime Contract Documents. No such adjustment will be made for any such changes performed by Subcontractor that have not been so ordered in writing by Contractor or its authorized representative before the change work has begun. All additional work orders/requests will include the Project Superintendent's signature acknowledging that the additional work has been performed. Contractor's execution of work tickets, work orders, or the like are for general verification of materials and/or hours only, and any terms and conditions contained within these documents shall not be binding on Contractor. Work tickets, work orders, or the like shall not be considered change order requests, do not constitute a change to the Subcontract, and shall not constitute an entitlement to additional time or compensation. Subcontractor expressly agrees that no parol evidence or evidence of conversations occurring subsequent to entering into this Agreement shall be admissible to vary the terms of this provision, and Subcontractor waives any such claim that the terms of this provision have been varied based on such evidence. No course of conduct or dealings between the parties, or express or implied acceptance of alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to any increase in any amounts due under the Agreement or any extension of time.



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5.2 TIMELY NOTIFICATION. Claims by Subcontractor for adjustment or interpretation of contract terms, payment of money, extension of time, additional cost, damages, or other relief **MUST BE MADE** within three (3) working days after occurrence of the event giving rise to such claims, or within such shorter period of time that is one (1) working day less than the time specified by the Prime Contract Documents for such claims. Subcontractor must timely comply with the requirements of the Subcontract and the Prime Contract Documents. Claims must be made in writing to Contractor. Such writing must contain a detailed description of the claim, the basis therefore, and the claimed adjustment to the subcontract sum or subcontract time, specifically including an explanation and the supporting calculations for the sum sought, and in the event of a request for additional time, a schedule analysis demonstrating that the time sought constitutes an extension to the critical path of Subcontractor's Work caused by the claim event. **IN THE EVENT THAT WRITTEN NOTICE OF CLAIM IS NOT PROVIDED IN ACCORDANCE WITH THE PROCEDURES SPECIFIED IN THIS PARAGRAPH, SUCH CLAIM SHALL BE WAIVED BY SUBCONTRACTOR.**

5.3 MATERIAL ESCALATION. Notwithstanding any language contained herein or in documents submitted by Subcontractor prior to the execution of this Subcontract Agreement, Subcontractor will be entitled to compensation for material escalation only to the extent that such escalation is incorporated into a change order that is approved and paid by the Owner pursuant to the terms and conditions of Article 5.1 and 5.2 above, in addition to the terms and conditions of the Prime Contract.

ARTICLE 6 - SCHEDULING AND COOPERATION

6.1 TIME IS OF THE ESSENCE. Time is of the essence for Subcontractor, and Subcontractor agrees to perform its work so that the entire Project may be completed in accordance with the Prime Contract Documents and the Project Schedule. Contractor shall prepare the Project Schedule and revise it as necessary as the Work progresses. Contractor and Subcontractor agree that their work shall be prosecuted in a diligent manner.

6.2 DUTY TO BE BOUND. Subcontractor will be bound by the Project Schedule and acknowledges the Project Schedule is an integral part of this Subcontract. Subcontractor shall provide Contractor with any requested scheduling information for Subcontractor's Work. The Project Schedule, including Subcontractor's scheduled Work, and all subsequent changes thereto will be available for Subcontractor's review in advance of the required performance at the request of Subcontractor. It is mutually understood that the Project Schedule is subject to change and may be revised to reflect the condition of the Project. It is the sole responsibility of Subcontractor to obtain the current Project Schedule and schedule updates from Contractor's Authorized Representative(s).

6.3 SCHEDULE CHANGES. Subcontractor recognizes that changes will be made in the Project Schedule and agrees to comply with such changes subject to a reservation of rights arising hereunder.

6.4 SCHEDULE DELAY. If in the sole opinion of Contractor, the Project Schedule is not being maintained by Subcontractor, Subcontractor agrees to provide any additional worker hours, labor, equipment and material necessary to accommodate the Project Schedule. Contractor's Authorized Representative(s) will communicate the additional requirements to Subcontractor as necessary. All additional costs are to be the exclusive responsibility of Subcontractor.

6.5 RIGHT TO ACCELERATE. Contractor, if it deems necessary to maintain the schedule, may accelerate Subcontractor by directing Subcontractor to work overtime. If Subcontractor is requested to perform substantial overtime work by Contractor due to no fault of Subcontractor, reimbursement costs will be determined by utilizing only Subcontractor's actual worker payroll record costs for reimbursements.

Subcontractor has taken into account, and has made allowances for, any and all delays which should be reasonably anticipated or foreseeable. This may include, but is not limited to, off-hours work, labor availability or multiple move-ins to accommodate the Project Schedule. Subcontractor agrees to provide this work at no additional cost to the Contractor.

6.6 SUBMITTALS. Schedule information for Subcontractor's work must be received by the Contractor no later than ten (10) days from a written notification of intent to award subcontract. Schedule information includes, but is not

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limited to: 1) material delivery dates, 2) long lead items, 3) work activities, 4) work duration per activity, and 5) hours per activity.

6.7 PRIORITY OF WORK. Contractor will have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Project. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of Contractor and that Contractor reserves such right to reasonably reschedule and re-sequence Subcontractor's work as the demands of the Project require without any additional costs or expenses being paid to Subcontractor. Subcontractor shall commence its work as soon as the Project is ready for such work or within two (2) days of notice to proceed from Contractor, and if such work is interrupted for any reason, Subcontractor shall resume such work within two (2) working days from Contractor's notice to do so. Subcontractor shall proceed with the work in any orderly and reasonable sequence directed by Contractor and shall complete the work of this Subcontract as required by job progress or the Project Schedule.

6.8 DAMAGES FOR DELAY. Contractor shall not be liable to Subcontractor for any damages (consequential, actual or otherwise) or additional compensation as a consequence of delays caused by Contractor or any other person or event unless Contractor has recovered damages on behalf of Subcontractor from the Owner or said person, it being understood and agreed by the Subcontractor that apart from recovery from Owner or said person, Subcontractor's **sole and exclusive remedy for delay** shall be extension of time for performance of Subcontractor's work. Contractor shall have no duty or obligation to pursue any claim for delay damages from the Owner or any third party on behalf of Subcontractor.

ARTICLE 7 - INSPECTION, STORAGE AND APPROVAL OF SUBCONTRACT WORK

7.1 SUBCONTRACTOR INSPECTIONS. Subcontractor will be solely responsible for its own inspections of the Subcontract Work for conformance with the Subcontract and the Prime Contract Documents.

7.2 CONTRACTOR/OWNER/ARCHITECT INSPECTIONS. Subcontractor will provide and will ensure that its lower tier subcontractors and material suppliers provide, sufficient, safe, and proper facilities for the inspection and/or observation of the Subcontract Work by Contractor, Owner, or Architect as may be requested. Subcontractor will, upon request, demonstrate and confirm the quantities and qualities of the materials and equipment being supplied to the Project.

7.3 STORAGE ALLOCATION. Subcontractor will store its equipment, material, and tools only in the areas designated by Contractor. Contractor will allocate adequate storage areas, as available.

7.4 RISK OF LOSS. Subcontractor will be responsible for the receipt, delivery, condition, unloading, storage, warehousing, protection, insurance, and all risk of loss, other than losses covered under the Builder's Risk policy as referenced in Exhibit G, relating to any materials or equipment it is to furnish, install, provide, or have provided to it for performance of this Subcontract. Subcontractor shall take any and all necessary precautions to protect properly the finished work of other trades and the Owner from damages caused by its operations. Subcontractor shall promptly reimburse Contractor and/or other Subcontractors for damages caused to their materials and work caused by Subcontractor or anyone under its control or authority. Should Subcontractor fail to pay promptly for such damages, Contractor is hereby authorized to withhold an amount to cover such damages from any payments that become due or any other amounts Contractor may owe Subcontractor.

7.5 MATERIALS FURNISHED BY OTHERS. In the event Subcontractor's Work includes the installation of material or equipment furnished by Contractor or others, it is the responsibility of Subcontractor to examine the material or equipment and handle, store, and install it with such skill and care as to ensure a satisfactory and proper installation. Subcontractor will inspect furnished material or equipment at the time of receipt and will promptly notify Contractor, in writing, of any defects or nonconformity in said material or equipment. Failure to so notify Contractor will be an acceptance of the material or equipment as suitable for the Subcontract Work.

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7.6 CORRECTION OF NON-COMPLYING WORK. Subcontractor will remove any designated portion of Subcontractor Work which is condemned or is disapproved as not being in compliance and conformity with the requirements of this Subcontract or the Prime Contract Documents. Subcontractor will promptly, at its own expense, correct the same. Should Subcontractor refuse or neglect to proceed at once with the correction of non-complying Work after receiving notice to do so, it is agreed that Contractor may have the Work remedied at the sole expense of Subcontractor. Alternatively, should Contractor so elect, Contractor is hereby authorized to withhold any amount which Contractor, in its sole discretion, deems necessary to cover such costs from Subcontractor's subcontract balance or from any payment due Subcontractor. If Contractor determines that it will accept nonconforming Work, Contractor will be entitled to an equitable credit for the nonconformity.

7.7 PUNCH LIST OBLIGATIONS. Subcontractor will promptly perform any and all punch list work submitted to it by Contractor. If this work is not performed within five (5) working days from Contractor's written notice of such work, then without waiving any other remedies it has, Contractor may complete the work and deduct the cost from the Subcontract Price.

7.8 MOLD DISCOVERY. Subcontractor shall take all reasonable steps and precautions to prevent, protect against, inspect for, discover, and eliminate any mold, fungi, or other microbial contamination of the Work so as to avoid any potential danger to persons or property exposed thereto in connection with the Work or the present or future occupancy and use of the Project. Upon the discovery of any such contamination, Subcontractor shall immediately provide written notice to Contractor and any insurance carrier(s) providing applicable coverage.

ARTICLE 8 - SUBMITTALS AND RECORD DRAWINGS

8.1 SUBCONTRACTOR SUBMITTALS. Subcontractor will prepare and submit to Contractor in a timely manner all shop drawings, product samples, test results, installer's instructions, certificates, and other required submittals and obtain all required approvals, permits, and licenses necessary or required in connection with the Subcontract Work. In no event, shall said items be submitted to Contractor later than thirty (30) days following the award of this Subcontract without the written consent of Contractor. All materials must be submitted to Contractor for review before incorporation into the Project.

8.2 CONTRACTOR REVIEW. Contractor's review of shop drawings or other submittals will be for general concept only. Review, approval or transmittal by Contractor of any submittals of Subcontractor will not relieve Subcontractor of liability for any deviations from the Prime Contract Documents or this Subcontract.

ARTICLE 9 - SAFETY, CLEAN-UP, AND JOB SITE MEETINGS

9.1 SAFETY AND CLEANUP. Subcontractor shall follow Contractor's clean-up and safety directions, and (a) at all times keep the building and premises free from debris and unsafe conditions resulting from Subcontractor's Work; and (b) broom clean each work area prior to discontinuing work in the same. If Subcontractor fails to immediately commence compliance with such safety duties or commence clean-up duties within twenty-four (24) hours after receipt from Contractor of written notice of noncompliance, Contractor may implement such safety or clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor.

Subcontractor and its lower tier subcontractors will take all safety precautions with respect to their Work, shall complete the work in strict compliance with all safety measures required by the Prime Contract Documents, this Subcontract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Subcontractor recognizes Exhibit B as an integral part of this Subcontract. Subcontractor shall be liable to Contractor and shall defend, indemnify and hold Contractor harmless for any claims, fines or citations of any type asserted or for any additional costs Contractor incurs as a result of Subcontractor's failure to comply with all applicable safety standards and regulations, or failure to operate and perform its work safely except that Subcontractor's obligations hereunder shall be reduced proportionately to the extent caused by Contractor's negligence unless the loss, claim or damage results from Subcontractor Personal Injury Claims, in which case Subcontractor's obligation shall only be limited to the extent that the loss, claims or damages are caused by Contractor's sole negligence.



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9.2 JOB SITE MEETINGS. Subcontractor will attend all job site meetings relevant to the Subcontract Work, including regular informational, progress, and safety meetings.

ARTICLE 10 - ASSIGNMENT, LOWER TIER SUBCONTRACTORS, AND MATERIAL SUPPLIERS

10.1 CONTRACTOR APPROVAL. In conjunction with executing this Subcontract, Subcontractor will submit to Contractor for approval a list of all material suppliers and lower tier subcontractors which Subcontractor proposes to utilize in performing the Subcontract Work on Exhibit C, an integral part of this subcontract. Subcontractor is responsible to immediately notify Contractor in writing of any change in material suppliers and lower tier Subcontractors during the course of the project by submitting a revised Exhibit C to Contractor. Subcontractor shall be responsible to ensure that other persons or entities performing portions of the Work for, or on behalf of, Subcontractor comply with the requirements of this Subcontract and the other Contract Documents applicable to the sub-subcontractor's or supplier's portion of the Work, including but not limited to the safety obligations contained in Exhibit B.

10.2 SUBCONTRACTOR ASSIGNMENT. Subcontractor will not assign or sublet its obligations to perform this Subcontract or any part thereof without Contractor's prior written consent. Any such assignment or subletting without such written consent is void. Contractor's consent to any such assignment or subletting will not in any manner relieve Subcontractor of its obligations to Contractor for the Subcontract Work, and Subcontractor will remain fully liable for the work of its material suppliers, assignees, and lower tier subcontractors.

10.3 CONTRACT ASSIGNMENT. Contractor will have the right to assign all or any portion of its rights and interests in this Subcontract to Owner, Owner's lender, Contractor's surety, a joint venture or partnership in which Contractor is a joint venture or partner, or to another corporation which is affiliated with Contractor. Subcontractor expressly consents to such assignment and will thereupon have all the same duties and obligations to the assignee as if the assignee had been the original contracting party hereto.

ARTICLE 11 - AUTHORIZED REPRESENTATIVES

11.1 SUBCONTRACTOR SUPERINTENDENT. Subcontractor will furnish a competent and experienced superintendent, approved by Contractor, at the Project at all times when Subcontractor's work is in progress. This superintendent will have absolute authority to act, in all respects, on behalf of Subcontractor. Subcontractor will not replace this superintendent without prior approval of Contractor, which approval shall not be unreasonably withheld.

11.2 CONTRACTOR REPRESENTATIVE. Contractor will designate in writing one or more persons who will be Contractor's authorized representative(s), on-site and off-site. The authorized representative(s) shall be the only person(s) Subcontractor shall look to for instructions, orders, and for directions, except in an emergency.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 CLAIMS. All claims by Subcontractor relating to Subcontractor's Work, including without limitation, any claimed adjustment to the Subcontract Price and any claimed delay in prosecution of Subcontractor's Work (collectively, a "Claim") shall be submitted to Contractor pursuant to the time requirements of Section 5.2 of this Subcontract. Unless otherwise agreed in writing, Subcontractor shall continue to prosecute Subcontractor's Work and maintain the Project Schedule pending resolution of any Claim. Any failure of Subcontractor to continue diligent and timely prosecution of Subcontractor's Work shall be deemed a material breach of this Subcontract, entitling Contractor to all remedies provided hereunder including termination for cause, as well as other remedies which may exist as a matter of law.

12.2 DISPUTE RESOLUTION INVOLVING OWNER. In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves Subcontractor's Work, or in the event of any dispute or claim between Contractor and Subcontractor which directly or indirectly involves a claim against Owner for either additional compensation or an extension of time under the Prime Contract Documents, Subcontractor agrees to be bound to



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Contractor and Contractor agrees to be bound to Subcontractor by all decisions, findings or determinations made by the person so authorized in the Prime Contract Documents, by an administrative agency, court of competent jurisdiction, or arbitration panel, whether or not Subcontractor is a party to the proceedings before said person, agency, court or panel. If any dispute or claim is prosecuted or defended by Contractor, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith to the extent of Subcontractor's interest in such claim or dispute. It is expressly understood and agreed in connection with the determination of such claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all damages, if any, incurred by Subcontractor in connection with the Project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor. In the event that the Prime Contract Documents require litigation, Contractor may, in its sole discretion, join Subcontractor to such litigation and Subcontractor consents to such joinder and to waiver of the right to trial by jury if required by the Prime Contract Documents. If Contractor does not exercise the right to join Subcontractor to such litigation, then the dispute resolution procedure set forth in this Section 12.3 shall apply. In the event there is a dispute pending or a dispute arises between Contractor and Owner, and Contractor does not join Subcontractor to such dispute, Subcontractor agrees to voluntarily abate any separate dispute resolution procedure pending between Contractor and Subcontractor upon written request by Contractor until Contractor's dispute with Owner is resolved.

12.3 MEDIATION AND ARBITRATION. All other disputes or claims by and between Contractor and Subcontractor arising out of or relating to this Subcontract, the Prime Contract Documents, the performance of the Subcontract Work, or otherwise relating to the Project, shall be resolved by mediation, and then arbitration, all in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) (under the rules then current), as supplemented by this Article 12. Mediation shall be completed within 60 days after either party submits a request for mediation, unless Contractor, in its sole discretion, elects to schedule the mediation at a later date. The parties may jointly agree to utilize other rules or forums however such consent must be stipulated to in writing by counsel for the parties to this Subcontract. The decision of the arbitrator shall be final and binding upon the parties and may be enforced by either party in any court of competent jurisdiction.

12.4 NOTICE. Notice of the demand for mediation/arbitration shall be filed in writing with the other party and with the American Arbitration Association unless otherwise agreed to by the parties. Subcontractor's demand for mediation/arbitration shall be made within the time limits specified in the Prime Contract and this Subcontract where applicable and in all other cases within sixty (60) days of occurrence of the event given rise to the claim.

ARTICLE 13 - INSURANCE

13.1 INSURANCE. Insurance requirements are described in Exhibit G to this Subcontract.

ARTICLE 14 - BONDS

14.1 BONDS. {Contracts.Udf_ContractsBonds} Subcontractor will, when requested by Contractor, furnish to Contractor duly executed Performance and Payment Bonds or such substitute security as is acceptable to Contractor. Said bonds will be issued by a surety company with an AM Best rating of no less than A- X and using the forms attached as Exhibit K. Failure to timely furnish the requested Bonds or to increase promptly the amounts thereof may be deemed a material breach of this Subcontract and Contractor may terminate this Subcontract for cause.

14.2 SURETY TERMINATION. The insolvency of the surety company or the revocation of the surety's right to do business or license to issue bonds in the State where the Project is located, or the removal of the surety company from the list of federally approved sureties, as indicated by the Federal Register list of Certified Companies (aka Circular 570), shall be deemed a material breach of this Subcontract and Contractor may terminate this Subcontract for cause, unless within seven (7) days following notification to Subcontractor by Contractor of such occurrence, Subcontractor furnishes substitute security acceptable to Contractor.

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ARTICLE 15 – INDEMNIFICATION

15.1 SUBCONTRACTOR INDEMNITY. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries) and all their agents and employees (the “Indemnified Parties”) from and against all claims, damages, loss and expenses, including but not limited to attorneys’ fees and disbursements paid or incurred by Contractor as part of the loss or damage or to enforce the provisions of this paragraph, allegedly arising out of or resulting from the performance of Subcontractor’s Work including, but not limited to: (a) any such claim, damage, loss, or expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Subcontractor’s Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable; and (b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article. Loss or damage due to acts of Subcontractor will be deducted from the amounts otherwise due Subcontractor. Subcontractor’s duty to indemnify an Indemnified Party, including the duty and cost to defend, shall not apply to claims for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of an Indemnified Party. Subcontractor’s duty to indemnify an Indemnified Party, including the duty and cost to defend, for claims arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) an Indemnified Party, its agents or employees, and (b) Subcontractor, its agents and employees, and lower tier subcontractors or suppliers of any tier, shall apply only to the extent of negligence of Subcontractor, its agents or employees, and lower-tier subcontractors or suppliers of any tier. Further the indemnification obligation under the Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefits acts, or other employee benefits acts; PROVIDED Subcontractor’s waiver of immunity by the provisions of this paragraph extend only to the claims against Subcontractor by Contractor and does not include, or extend to, any claims by Subcontractor’s employees directly against Subcontractor. The duty to defend the Contractor shall explicitly allow the Contractor to its choice of defense counsel. This is a material term of this subcontract and breach thereof will entitle Contractor to damages directly recoverable against the Subcontractor.

15.2 INSURANCE FOR INDEMNITY OBLIGATION. Subcontractor agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this subcontract as applicable. Failure to insure for these obligations will not waive the obligations as against the Subcontractor.

15.3 NO LIMITATION UPON INDEMNITY LIABILITY. In any and all claims against Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries), or any of their agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by this Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker’s or workmen’s compensation acts, disability benefit acts or other employee benefit acts. Claims by Indemnified Parties for defense and indemnity against Subcontractor shall be exempt from, all statutes of limitation and repose to the same extent that claims by the Owner are exempt from those statutes. Notwithstanding any other statutory or contractual provision to the contrary, claims for defense and/or indemnity by Contractor against Subcontractor shall not be time-barred, provided that Contractor brings such claim within one hundred and twenty (120) days of Owner’s service of suit on such claims against Contractor or third party to this Subcontract.

15.4 INTELLECTUAL PROPERTY INDEMNITY. Except as otherwise provided by the Prime Contract Documents, Subcontractor shall pay all royalties and license fees that may be due on the inclusion of any copyrighted, trademarked, or patented materials in the Subcontractor’s Work. Subcontractor shall defend, indemnify and hold Contractor and Owner harmless from and against all suits or claims for infringement of any intellectual property rights, including copyright, trademark, and patent rights arising out of Subcontractor’s Work, which may be brought against Contractor or Owner except that Subcontractor’s obligations hereunder shall be reduced proportionately to the extent caused by the negligence of the party seeking indemnity.

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ARTICLE 16 - TAXES

16.1 GENERAL TAXES. Subcontractor will pay all taxes, contributions, assessments, or fees imposed directly or indirectly on account of its work, labor, material, or services required under or relating to this Subcontract. At no time shall there be any increase or escalation in the Subcontract Price on account of any such tax or charge unless allowed by the Prime Contract Documents. Subcontractor will, if requested by Contractor, substantiate that all taxes and other charges have been and are being properly paid.

16.2 EMPLOYMENT TAXES. Subcontractor will be responsible for all payments of taxes, contributions, and/or premiums payable on its employees or on its operations under Worker's Compensation Laws, Employment Welfare Benefit Plans, gross business taxes, and sales and use taxes and any other taxes, contributions and/or premiums which may become payable by operation of law or contract, including contributions payable by the employees, and Subcontractor shall save Contractor harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with such requirements. At no time will there be any increase or escalation in the Subcontract Price on account of any such tax or charge unless allowed by the Prime Contract Documents. Subcontractor will, if requested by Contractor, substantiate that all taxes and other charges have been and are being properly paid. If any claim or demand is made against Contractor for any matter enumerated herein, any payment due, or thereafter to become due to Subcontractor shall be held by Contractor to cover such losses and expenses, including reasonable attorneys' fees.

ARTICLE 17 - LABOR RELATIONS

17.1 HARMONIOUS LABOR RELATIONS. Subcontractor will do whatever is reasonably necessary in the prosecution of the Subcontract Work to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes. Subcontractor will fully abide by all labor agreements, project agreements, and jurisdictional decisions presently in force or subsequently executed with or by Contractor. Subcontractor's failure to so act may be deemed a material breach of this Subcontract.

17.2 WORK STOPPAGE. Should any workers performing work required by this Subcontract engage in any strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, such circumstances shall, notwithstanding any provision of the Prime Contract Documents, be deemed a failure to perform by Subcontractor.

Subcontractor agrees that, in the event of a labor dispute, it will use all lawful means available under law, any applicable union agreement or project agreement to cure the dispute as quickly as possible so as to cause the minimum delay to the Project. In the event Subcontractor fails to act expeditiously, Contractor may exercise any rights it may have under the law and Subcontractor will indemnify Contractor for any costs incurred by the exercise of such rights.

17.3 PERSONNEL. Subcontractor agrees to employ no person who may be reasonably objectionable to Contractor and to remove such person from the Project upon the Contractor's reasonable objection.

ARTICLE 18 - EQUAL OPPORTUNITY

18.1 EMPLOYMENT. Contractor is an Affirmative Action/Equal Opportunity employer, taking affirmative action to ensure that all employment practices are free of discrimination. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, marital status, sexual orientation, genetic information, disability, veteran status, or any other characteristic protected under applicable law. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Subcontractor, and approved by the government when required, setting forth the provisions of this Article.

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18.2 BUSINESS ENTERPRISE. Subcontractor will use its best efforts to afford minority, women-owned and small business enterprises the opportunity to participate in the performance of work on this project.

18.3 SPECIAL PROVISIONS. Subcontractor shall conform to all equal opportunity requirements in accordance with the Prime Contract Documents and this Subcontract.

18.4 NON-COMPLIANCE. In the event of Subcontractor's noncompliance with the equal opportunity provisions of this Subcontract, this Subcontract may be terminated for default under Article 21.

ARTICLE 19 - GUARANTEES AND WARRANTIES

19.1 SUBCONTRACTOR GUARANTEES AND WARRANTIES. Subcontractor, in addition to all other guarantees and warranties contained in or required by the Prime Contract Documents, and not in limitation thereof, warrants and guarantees that its Work is in conformance in all respects with the Prime Contract Documents and this Subcontract and that it shall provide all necessary maintenance of the Subcontract Work until final acceptance of the Project. For a minimum of one (1) year after the date of substantial completion of the Project or said longer period as the Prime Contract Documents may provide, perform any corrective work on the Subcontract Work without cost or delay, as directed by Contractor. If Subcontractor fails to timely proceed with the necessary corrective work as directed by Contractor, Contractor reserves the right to correct this work at Subcontractor's expense, plus ten percent (10%) for Contractor's overhead and fee and deduct the cost from the Subcontract Price. Subcontractor and its sub-subcontractors and suppliers of every tier have included in the Subcontract Price any charges for the transfer of such guarantees and warranties to Owner, Owner's lender or any tenant of Owner so that no such charges are required to be paid at the time of the transfer, and that such transfer may be made and effective without further consent by any such party.

ARTICLE 20 - OWNER RELATIONSHIP

20.1 NON-INTERFERENCE. Subcontractor will not interfere with Contractor's relationship with Owner or the Owner's Representative or Architect. In particular, Subcontractor will not enter into any other contract relating to the Project or any work adjacent thereto without Contractor's prior written consent nor will Subcontractor perform work at the direction of the Owner or any other party other than the Contractor.

ARTICLE 21 - DEFAULT, SUSPENSION, TERMINATION

21.1 SUBCONTRACTOR DEFAULT, SUSPENSION OR TERMINATION FOR CAUSE. Should Subcontractor (a) fail to proceed with the Subcontract Work in the sequence directed by Contractor, (b) fail to prosecute the Subcontract Work diligently (including but not limited to failure to provide sufficient numbers of skilled workmen or proper materials, or failure to adhere to the applicable performance schedules), (c) cause delay or disruption of the work of Contractor or other subcontractors or material suppliers on the Project, (d) fail to perform any of its obligations under this Subcontract, (e) fail to perform the Subcontract Work in accordance with the Prime Contract Documents, (f) file bankruptcy, assign assets for the benefit of creditors, become insolvent, or be unable or fail to pay its obligations as they mature, or (g) repeatedly perform the Subcontract Work in a manner which is rejected by the Owner, Architect or governmental inspectors having jurisdiction over the Project, then Contractor may deem Subcontractor to be in default and, at Contractor's sole option, and without limitation as to other remedies available at law or in equity, take one or more of the following actions:

1. Upon forty-eight (48) hours' prior written notice of the default (and provided the default is not fully cured or a cure, as specified in the notice to cure, has not been commenced and the cure continued within forty-eight (48) hours), itself cure the default at Subcontractor's expense plus ten percent (10%) for Contractor's overhead and fee, and deduct the cost thereof from the Subcontract Price; where the work of other contractors will be materially delayed, Contractor may proceed without notice to

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cure the default at Subcontractor's expense plus ten percent (10%) for Contractor's overhead and fee, and deduct the cost thereof from the Subcontract Price; and

2. Upon forty-eight (48) hours' prior written notice of the default (and provided the default is not fully cured or a cure, as specified in the notice to cure, has not been commenced and the cure continued within forty-eight (48) hours), give Subcontractor written notice of termination of this Subcontract and, at Contractor's option, take permanent possession of all of Subcontractor's material, equipment, manuals, records, drawings, and other items intended for the performance of the Subcontract Work (whether or not located on the Project site), which Subcontractor hereby assigns and transfers to Contractor for such purpose, subject only to Contractor's exercising its option pursuant to this Paragraph 21.1.

21.2 PAYMENT OF COSTS TO COMPLETE AND SUBCONTRACT PRICE AFTER DEFAULT OR DEFAULT

TERMINATION. In the event of a default or defaults by Subcontractor, Contractor shall be entitled to all costs, expenses and damages suffered and incurred by Contractor, and Contractor shall, in addition, be entitled to be paid all costs, expenses and fees, including reasonable attorneys' fees, incurred in connection with the investigation (including fees for experts and consultants). In any litigation or arbitration of the claims and disputes between the parties, Contractor shall likewise be entitled to recover such costs and expenses, including reasonable attorneys' fees. In the event of termination of Subcontractor's performance of this Subcontract as provided in Section 21.1, Subcontractor will receive no further payment of any unpaid portion of the Subcontract Price until such time as the Subcontract Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less all costs and expenses (including reasonable attorneys' fees) incurred by Contractor in curing said default and completing the Subcontract Work plus ten percent (10%) for Contractor's overhead and fee. If Contractor's said costs, expenses, overhead and fee exceed the unpaid portion of the Subcontract Price, Subcontractor and its surety will be liable for, and will promptly pay to Contractor, such excess amount and Contractor shall have a lien upon Subcontractor's materials, tools, and equipment in Contractor's possession to secure payment thereof.

21.3 SUSPENSION OR TERMINATION OF SUBCONTRACTOR FOR CONVENIENCE. The Contractor may order Subcontractor in writing to:

- a) suspend, delay, or interrupt all or any part of Subcontractor's Work; or
- b) terminate all or any part of Subcontractor's Work

for such period of time as may be determined to be appropriate for the convenience of Contractor. Subcontractor will notify Contractor in writing within ten (10) working days after receipt of Contractor's order of the effect of such order upon Subcontractor's Work, and the Subcontract Price or Subcontract time will be adjusted by Change Order for any reasonable increase in the time or cost of performance of this Subcontract caused by such suspension, delay, interruption, or termination, provided that Contractor receives such compensation from Owner. No claim under this Article will be allowed for any costs incurred more than ten (10) working days prior to Subcontractor's notice to Contractor. Neither the Subcontract Price nor the Subcontract time will be adjusted under this Article for any suspension, delay or interruption to the extent that the suspension, delay, or interruption was caused in whole or in part by the fault or negligence of Subcontractor. In no event shall Subcontractor be entitled to unabsorbed overhead, anticipatory profit or damages of any kind or nature, direct or indirect, incidental or consequential, and Subcontractor expressly waives any claims for any such damages to the event of termination for convenience.

21.4 CONVERSION OF TERMINATION FOR CAUSE TO TERMINATION FOR CONVENIENCE. In the event Contractor terminates Subcontractor for any cause under the terms of this Agreement and it is later determined by a court of competent jurisdiction, by arbitration or other similar proceeding that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination for convenience.

ARTICLE 22 - DELAY DAMAGES

22.1 ASSESSMENT OF DELAY DAMAGES. Subcontractor shall be liable for any and all loss, damage, cost or expense incurred by Contractor as a result of Subcontractor's delay in the performance of its Work or delay to the



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Project attributable to Subcontractor, including any amounts due from Contractor to Owner under the Prime Contract Documents. Subcontractor shall be liable for all damages including any liquidated damages assessed by Owner against Contractor under the Prime Contract Documents arising out of Subcontractor's Work. Subcontractor acknowledges that any liquidated damages payable by it are reasonable and appropriate. Subcontractor waives any defense as to the validity or enforceability of any liquidated damages payable by it under the Subcontract on the grounds that such damages are void as penalties or are not reasonably related to actual damages. Subcontractor acknowledges that its liability for liquidated damages is solely related to the damages the Owner may have for delay under the Prime Contract Documents. Contractor and other members of the project team may also incur damages and losses in the case of delay caused by Subcontractor and Subcontractor shall be responsible for all such damages.

ARTICLE 23 - GENERAL PROVISIONS

23.1 APPLICABLE LAW. This Subcontract will be governed by the law of the state in which the Project is located; provided however, not if a different choice of law is provided for in the Prime Contract Documents that choice of law will apply.

23.2 CODE OF ETHICS. Subcontractor agrees to comply with Contractor's Code of Ethics, which is available on the Subcontractor Resource page (<https://www.a-p.com/subcontractor-resource/>) and hereby incorporated by reference into this Subcontract Agreement.

23.3 PARENT COMPANY GUARANTEE. If Subcontractor's prequalification was based on the financial information of Subcontractor's Parent Company, then, upon execution of this Subcontract, and if required by the Contractor, the Subcontractor shall deliver to the Contractor a Parent Company Guarantee substantially in the form of Exhibit L, guaranteeing Subcontractor's performance of its obligations under or pursuant to this Subcontract.

23.4 THIRD PARTY BENEFICIARIES. Except to the extent the Prime Contract Documents require the Owner to be a third-party beneficiary of this Subcontract, this Subcontract and these Terms and Conditions are for the benefit of Contractor and Subcontractor and there are no other intended third-party beneficiaries.

23.5 LOWER-TIER SUBCONTRACTORS. Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner.

23.6 AUDIT/RECORD RETENTION. Subcontractor's records related to the Project and the Subcontract shall be subject to audit and shall be made available to Contractor for that purpose upon five (5) days' prior written notice. To the extent the foregoing audit provisions are different than, or inconsistent with, any audit provisions found in the Prime Contract Documents, the more stringent requirement shall control. Unless the Prime Contract Documents or applicable law requires a longer period, Subcontractor shall maintain its entire Project and Subcontract related records, financial and otherwise, for a period of three (3) years after the Contractor achieves final completion of its work at the Project.

23.7 SAVINGS CLAUSE. Should any clause in this Subcontract or these Terms and Conditions be invalid or unenforceable, the remaining clauses will remain in full force and effect.

23.8 WAIVER. Waiver by Contractor of any particular breach hereof by Subcontractor will not constitute waiver of any other breach of the same or another provision.

23.9 TITLES. The titles given to Articles or Sections in this Subcontract are for reference only and shall not be relied upon or cited for any other purpose.

23.10 ENTIRE AGREEMENT. This Subcontract and the Exhibits hereto represents the entire and integrated agreement between Contractor and Subcontractor and supersedes all earlier negotiations, representations, or agreements, whether written or oral. Changes to this Subcontract or exhibits are invalid and not binding unless approved in writing or initialed by Contractor.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

IN WITNESS WHEREOF, the parties have executed this Subcontract effective as of the day and year first above written.

CONTRACTOR

SUBCONTRACTOR

{ToCompany.Name}

Signature: _____

Signature: _____

By: {Contracts.FromSignedBy}

By: {ToContact.DisplayName}

Its: {Contracts.FromSignedByTitle}

Its: {ToContact.Title}

Adolfson & Peterson Construction is committed to absolute integrity. If you observe an unethical or unsafe activity, please contact our anonymous INTEGRITY HOTLINE! at 866-858-9095.



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT A – SCHEDULE

Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

Reminder

Prior to commencement of work, submit the following to AP:

- Health & Safety Manual
- Pre Work Hazard Analysis
- SDS
- Quality Control

EXHIBIT B – SAFETY REQUIREMENTS

1.1 SAFETY: GENERAL OVERVIEW. The prevention of accidents or injuries on, about, or in the vicinity of the project site is the Subcontractor's responsibility. For purposes of this Exhibit, the term Subcontractor shall be deemed to include subcontractors and suppliers of all tiers. Subcontractor must perform its Work in a safe manner, must fully comply with safety measures of Contractor, Subcontractor, and those imposed by the Contract Documents, and must adhere to the applicable industry standards, laws, ordinances, rules, regulations, codes and orders of public authorities bearing upon the safety of persons or property or their protection from damages, injury or loss. Subcontractor must abide with all Federal, State, OSHA (or equivalent) and Contractor jobsite requirements relative to safety and the prevention of accidents or injuries. Subcontractor shall follow the most stringent safety standard where any inconsistency exists among those referenced in the preceding sentence. **Subcontractor shall impose all obligations in this Exhibit on its subcontractors and suppliers of all tiers.**

Subcontractor shall be solely responsible for the protection and safety of its employees, and the employees of its subcontractors and suppliers of all tiers, for the final selection of all safety methods and means, for required safety reports and records, for daily inspection of its Work area and its employees' safety equipment, and for the continual instruction of its employees on health and safety, including weekly safety meetings. Subcontractor must provide competent supervision on site at all times for its own workers and workers of all lower tier subcontractors under its direction. This supervisor must be an employee of Subcontractor. Subcontractor must actively promote safe working performances and practices on the part of its employees and the employees of its subcontractors and suppliers of all tiers. Subcontractor shall also provide to Contractor a list of its subcontractors they intend to use on site.

Subcontractor must establish and maintain a safety program implementing safety measures, policies and standards conforming, on a comprehensive basis, to its obligations under these paragraphs, which safety program shall include provisions for selection of safety methods and means, conveyance of information and instruction with regard to those safety methods and means to its employees, safety meetings of its employees at least once a week, maintenance of required safety reports and records, daily inspections of its Work area and equipment to detect and correct hazardous conditions, safety rule violations and unsafe Work practices, and enforcement of corrective actions as required.

Subcontractor shall indemnify Contractor for all damages, fines, penalties, costs, and expenses incurred as a result of Subcontractor's failure to comply with the requirements of this Exhibit.

1.2 SUBMITTAL OF SAFETY PLANS. Subcontractor agrees, in accordance with Contractor's directives to submit to Contractor its written Accident Prevention Plan and Site Specific Safety Plan (Exhibit B.1: Pre-Work Hazard Analysis or Subcontractor equivalent). Such submittal shall be made prior to Subcontractor's mobilization to the site and shall be an express condition precedent both to Subcontractor's right to commence performance and its right to receive compensation. Any delays caused to Contractor or the project due to Subcontractor's failure to comply with these provisions shall subject Subcontractor to any and all damages incurred by Contractor or other affected parties. Receipt of Subcontractor's safety plans by Contractor does not constitute approval of said plans. Subcontractor is solely responsible for content of Safety Plans and for adhering to the same while performing its work.

1.3 JOB HAZARD ANALYSIS/PRE-TASK PLANNING

- Subcontractor must produce job hazard analyses for upcoming tasks as part of the pre-task planning process. This consists of identifying potential hazards and recommending the safest way to perform the job.
- Job Hazard Analysis (JHA) will be part of Subcontractor's Site Specific Safety Plan. JHA forms identifying each task of the subcontractor's work, the hazards of that work and the protection or prevention measures to be taken by the Subcontractor to address the hazards will be prepared in writing by the Subcontractor. The JHA will be used by Subcontractor to instruct Subcontractor's crew on the hazards of the work. A copy will be provided to Contractor's Superintendent.

1.4 ORIENTATION & SAFETY EDUCATION

- Subcontractor is required to orientate and train its employees of the hazards and procedures required to perform their job (i.e., confined space, fall protection, respiratory protection, scaffold erection and dismantling, trenching and excavation, etc.).
- Site specific orientation sheets must be signed and will be maintained on file.



Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

- Crisis Management Plan must be communicated and the staging area identified.

1.5 SAFETY DISCIPLINE. Subcontractor shall have and enforce a disciplinary action schedule conditioned upon the occurrence of any safety violations being discovered, which schedule should vary depending upon the severity of the violation. Whenever requested by Contractor, Subcontractor shall provide all necessary and pertinent information regarding any and all safety matters and violations to Contractor. Safety violations may result in disciplinary action up to and including permanent removal from the jobsite. Any worker can be removed from the project at any time at the sole discretion of the Contractor's onsite supervision.

1.6 VIOLATIONS FOUND DURING SAFETY INSPECTIONS

- If a safety violation by Subcontractor is found during a Contractor inspection, Subcontractor's company name and employee(s) name will be noted on the violation report.
- The Superintendent on site or authorized Contractor representative will explain the violation to Subcontractor's supervisor/representative.
- The violation must be corrected immediately. In the event Subcontractor does not promptly correct any safety violation, Contractor may order Subcontractor to cease all operations on the jobsite until all violations are corrected. In the event Subcontractor fails to correct violations, Contractor may correct the violations and charge all costs of compliance to Subcontractor.
- Violation notices will be kept as part of the permanent project file. Violations and offenses are cumulative and may affect future work.

1.7 SUBCONTRACTOR SAFETY NOTIFICATION PROCESS

- The program is initiated when life threatening and/or repeat violations occur. The program is progressive in nature, ranging from written corrective warnings up to and including possible replacement of subcontractor for default due to continued safety performance failures. The details are below:
 - If subcontractor's employees receive a combination of two (2) written warning notifications and/or employee injuries, defined as "requiring off site medical care," a meeting shall be held on site. At a minimum, the meeting shall include the following attendees: Subcontractor's Project Superintendent or Subcontractor's General Manager; Contractor's Project Superintendent; Contractor's Regional General Superintendent; and Contractor's Regional Safety Director. The purpose of this meeting is to identify the corrective steps required and to agree upon the duration and implementation timelines necessary to reduce the possibility of any future hazards and/or injuries. Subcontractors are responsible for their employees and it is Subcontractor Management's responsibility to determine how they will control the behaviors of their own employees.
 - If any additional written warning notification are issued or employee injuries occur within the timelines agreed to in the meeting, Subcontractor will immediately provide, at subcontractor's expense a full time third party safety professional for the duration of the contract. Qualifications for the safety professional must be presented to Contractor for approval.
- If subsequent Safety Violations occur, Contractor will have the option to replace the Subcontractor due to safety performance failure. Any cost associated with delays, etc. due to replacement of Subcontractor will be charged to the Subcontractor and any monies owed to the Subcontractor will be adjusted accordingly.

1.8 COORDINATION IN ENGLISH

- If Subcontractor employs non-English speaking workers or non-English speaking lower tier-subcontractors on site, Subcontractor will provide English speaking foreman on site for the duration of its work. Such Foreman will be able to communicate with and direct non-English speaking workers.
- At least one English speaking representative of Subcontractor will attend all Contractor safety meetings and promptly communicate information discussed to all other Subcontractor employees and lower tier subcontractors.

1.9 OWNER/OPERATOR OR WORKER. Subcontractor and lower tier subcontractors that have company owners performing work on the jobsite shall adhere to all OSHA/State safety regulations that would apply to employees performing the same work. There are no exemptions from safety requirements for owners performing work on the jobsite, regardless of whether or not they are covered by State or Private Workmen's Compensation programs.

1.10 TOOLBOX SAFETY MEETINGS. Subcontractor must hold weekly toolbox safety meetings for all its employees and submit minutes of each meeting to Contractor. Subcontractors and their employees, when on site at the time of the meeting, will be required to attend Contractor's monthly all hands toolbox safety meeting. Any of the requirements of Government Safety Regulations not satisfied by Contractor's safety meetings shall be the responsibility of the Subcontractor. Subcontractors that employ non-English speaking persons must provide someone to verbally translate the weekly toolbox safety meetings into the language of the non-English speaking personnel. Subcontractors may conduct additional safety meetings for their crew as necessary to keep their crew members safe throughout the work.

Project: {Projects.Name}
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1.11 SUBCONTRACTOR SAFETY REQUIREMENTS. Contractor is committed to the elimination of worker injury throughout our operations. Contractor will not tolerate any injury to our Contractor's workers, or to the worker of any subcontractor while engaged on Contractor's projects. Any lesser commitment conveys the erroneous message that accidents are inevitable and that some level of injuries are acceptable. Subcontractor must identify a project safety representative before work commences, which may be the Subcontractor's superintendent/foreman. Subcontractor's competent person must: (i) have a valid OSHA 30 hour, be in the capacity to act as the Subcontractor's competent person as designated in writing by their employer, and be English-speaking. This person must be on site at all times while Subcontractor's work is in progress. If Subcontractor workforce exceeds forty (40) workers including sub-tier workers, Subcontractor must provide a full-time safety professional who has no other duties than managing the safety of all their workers. This individual must have a current OSHA 30-hour card and five (5) years' construction experience, at least one of which is in a safety capacity. Qualifications for full-time safety person must be submitted to Contractor for approval. All OSHA cards must have been issued within the last five (5) years. The following is the minimum criteria to work on this project and is strictly intended for the purpose of eliminating accidents and injuries at the project.

1.11.1 General Safety Requirements

- Subcontractors must observe and follow all posted safety signs.
- Any worker that is involved in an injury or loss event on the job must be tested for drugs, alcohol and cannabis at the expense of their employer and results cleared before they can continue working on the project.
- Subcontractor must submit copies of employee training records to Contractor when requested. Daily equipment checklists including daily pre-task planning sheets must be submitted to Contractor supervisory personnel before work begins each day.
- Pre-task planning sheets must be reviewed and signed by each worker before work can commence.
- Subcontractors are expected to supply their own personal protective equipment (PPE).
- Subcontractor must provide disposable cups and trash containers for all water stations provided for own employees.
- Adequate ventilation must be provided when using vapor producing materials or creating high dust levels. Subcontractor must notify Contractor twenty-four (24) hours in advance whenever work is being done that may generate any hazardous odors or dust.
- Subcontractors may not, under any circumstances, operate or disconnect any device used to control building services until permission has been obtained from the Owner's project manager, communicated through Contractor.
- The following activities are prohibited on site and are causes for immediate dismissal:
 - Using alcohol, cannabis, or illicit drugs.
 - Fighting or horseplay.
 - Tampering with equipment.
 - Possession of firearms.
- Subcontractors must investigate and report all work-related injuries and near misses to Contractor's Project Manager and/or Superintendent. Contractor's Investigation Team will also investigate incidents. First aid treatment is the responsibility of Subcontractor. Subcontractor must have a first aid/CPR-trained foreman on site whenever work is being performed.
- Site management/supervision will attend weekly contractor's site safety / progress meeting led by Contractor's Superintendent. Attendance is also required at monthly all-hands site safety meetings. Subcontractor will have site safety representative participate on the jobsite Safety Leadership Team when requested by Contractor.
- All workers will receive a site specific orientation conducted by Contractor. This must be completed before any worker can begin work on site.
- All workers are required to attend a mandatory site safety meeting while actively working on this site. This safety meeting will be held on a regularly scheduled time and day as established by Contractor's Superintendent.
- Subcontractor will conduct weekly employee toolbox meetings and copy Contractor with material covered and attendance record. This meeting is scheduled and led by a Subcontractor representative.
- No radios or headsets, including smart phones and earbuds, are allowed in work areas.
- Subcontractor must submit safety plans and hazard specific work plans to Contractor prior to beginning work.
- All impalement hazards must be protected by square rebar caps or other OSHA compliant methods which eliminate the hazard. Impalement hazards include but are not limited to rebar, form stakes, conduit, etc.
- Mushroom caps are not allowed.
- Form stakes are to be capped immediately upon installation.
- Subcontractor's equipment, tools, and personnel must comply with OSHA Safety and Health Regulations for Construction (or State equivalent).
- No one under eighteen (18) years of age is allowed to work on or access to Contractor's jobsites.
- Subcontractor shall provide all required safety information of their sub tier subcontractors as required by Contractor or Contractor's insurance provider.
- Subcontractor must immediately correct any unsafe acts or practices brought to its attention.

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- 1.11.2 Asbestos.** Subcontractor must notify the Contractor if any material containing asbestos is encountered during performance of the Subcontractor's Work. Subcontractor is prohibited from storing or installing any equipment or material containing asbestos on the project site. Subcontractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.
- 1.11.3 Silica.** The OSHA standard requires employers to limit worker exposures to respirable crystalline silica and to take other steps to protect workers. Employers can either use a control method laid out in Table 1 of the construction standard, or they can measure workers' exposure to silica and independently decide which dust controls work best to limit exposures to the PEL in their workplaces. Regardless of which exposure control method is used, all construction employers covered by the standard are required to:
- Establish and implement a written exposure control plan that identifies tasks that involve exposure and methods used to protect workers, including procedures to restrict access to work areas where high exposures may occur.
 - Designate a competent person to implement the written exposure control plan.
 - Restrict housekeeping practices that expose workers to silica.
 - Offer medical exams - including chest X-rays and lung function tests - every three years for workers who are
 - required by the standard to wear a respirator for 30 or more days per year.
 - Train workers on work operations that result in silica exposure and ways to limit exposure.
 - Keep records of workers' silica exposure and medical exams.
- 1.11.4 Hazardous Material.** Subcontractor must notify the Contractor if any Hazardous Material is encountered during performance of Subcontractor's Work. Subcontractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material, unless required by the Contract Documents. Subcontractor is solely responsible for prevention of hazardous materials being installed as part of its Work. Subcontractor is responsible for all disposal of chemicals and containers used in the construction of their work on this project. Subcontractor will provide to Contractor OSHA-required Master Chemical and Substance Inventory Lists including all safety data sheets (SDS) on all chemicals before they are delivered to the jobsite.
- SDS's must be submitted to Contractor prior to any chemical or hazardous material being brought on site.
 - All containers must be properly labeled & clearly stating the contents of the container.
 - If chemicals are transferred to a separate container, proper labeling must be on all containers.
 - Oil drips and other spills must be cleaned up immediately.
 - Hazardous waste must be disposed of correctly.
- 1.11.5 Personal Protective Equipment**
- A thorough Job Hazard Analysis (JHA) must be conducted as part of the pre-task plan each day to determine the appropriate PPE required for all tasks. This includes eye and face protection, head protection, foot and leg protection, hand and arm protection, body protection, and hearing protection. All employees must be trained in the proper care and use of all PPE. At a minimum, the following PPE requirements are in effect for all workers:
 - 100% eye protection will be required on the project. Those individuals with prescription eyewear that are not Z-87 safety glasses must wear Z-87 rated goggles over their prescription glasses. Only clear glasses are allowed indoors or in low light work areas. Sunglasses are not acceptable eye protection at any time. Non Z-87 rated sunglasses are not acceptable.
 - Hand protection is required of all workers. Select the proper glove for the job and its associated hazards. Follow manufacturer recommendations for glove use when using equipment and tools. If no specific glove is required for the work, an all-purpose construction work glove must be worn.
 - Hard hats are required at all times. Hard hats must display company name and employee name.
 - Employees must be properly clothed while working. Minimum attire will include long pants, T-shirt with minimum 4" sleeves and ankle supporting sturdy work boots. Shorts, tank tops and tennis shoes are not permitted.
 - Safety harnesses, lanyards, face shields, hearing protection and all other PPE must be worn where it is warranted by the hazard exposure or when required. Training must be provided to all workers on the proper use of all PPE. Training records must be supplied to Contractor when requested.
 - Dust masks/respirators must be worn for all jobs that produce exposure to dust or hazardous fumes in concentrations greater than the permissible exposure limit. Subcontractor is responsible to make the determination. All dust masks/respirators must meet NIOSH approval.
 - Personnel training for respirator utilization is required prior to use.
 - Prior to respirator utilization, personnel must be medically evaluated and fit-tested.
 - Hearing protection device (plug and/or muffs) must be worn when personnel are exposed to a hazardous noise level at or above 85 decibels.

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- All workers must wear a Class II high visibility garment at all times. This can be a t-shirt, vest or jacket.

1.11.6 Housekeeping and Waste Disposal

- All work areas, walkways, and passageways must be kept clean and debris free at all times.
- All non-hazardous wastes shall be placed in proper containers and removed from the site.
- Hazardous waste (flammable liquids and solids, corrosives, reactive, poisonous, or toxic material) must be disposed of in accordance with United States Environmental Protection Agency (EPA), and State's Department of Ecology (DOE) regulation(s).
- Scrap lumber must be piled in an orderly fashion with nails pulled or bent over to reduce hazards.
- Spills must be cleaned up or contained immediately. Subcontractor is responsible for proper notifications and disposal in accordance with EPA and DOE. This includes soil or other contaminated material resulting from a spill.
- Lunch and break areas shall be kept clean at all times. No food or drink containers shall be left anywhere.
- Smoking or chewing of tobacco products of any kind will not be allowed in any building at any time and may be used only in designated areas.

1.11.7 Portland Cement

- Subcontractor must make washing facilities available for employees exposed to Portland cement. Washing facilities must provide clean water, non-alkaline soap, and clean towels. Such facilities must be readily accessible to exposed employees and adequate for the number of employees exposed.
- OSHA standards require employers to provide training to communicate the hazards of exposure to Portland cement to their employees.

1.11.8 Fall Protection

- Subcontractor shall train employees in the nature, recognition, and avoidance of fall hazards in their work environment and the use and limitations of the fall protection systems utilized. Copies of training records must be submitted to Contractor when requested.
- Unattended floor openings of 2-inches or more in the least dimension must be covered, marked/labeled as a 'Hole' and secured from displacement with planking or sheathing strong enough to support four times the intended load. Instead of a cover; guardrails, mid-rails and toe-boards may be installed.
- When working at heights greater than six (6) feet, fall protection must be used. In states that have more stringent fall protection requirements, fall protection must be used in accordance with state plan requirements. Acceptable methods include safety nets, guardrails or personal fall arrest systems. Safety monitor systems are not allowed. Safety belts are NOT acceptable for fall arrest; a harness must be worn when using fall arrest equipment. Regardless of height, if a worker can fall into or onto dangerous machines or equipment (such as a vat or acid or a conveyor belt), subcontractor must provide guardrails and toe-boards to prevent workers from falling and getting injured.
- Subcontractor competent person must determine the appropriate tie off points for workers wearing fall protection gear.
- All impalement hazards must be protected by square rebar caps or other OSHA compliant methods which eliminate the hazard. This includes but is not limited to rebar, form stakes, conduit, etc. Mushroom caps are not allowed.
- When work is being performed overhead, Subcontractor shall provide suitable barricades to protect the area below.

1.11.9 Steel Erection

- Structural steel erection activities must comply with 100% Tie-Off Policy above six (6) feet.
- Each steel erection company must provide a steel erection plan to Contractor's onsite supervision prior to beginning work.

1.11.10 Scaffolding

- Subcontractor must identify a competent person who will be responsible for all scaffold operations.
- The competent person will supervise all erection and dismantling operations.
- Scaffolds will be erected to include proper ladder or stair access, guardrails, toe-boards in all locations, and decked fully. Cross braces cannot be used as a mid or top rail.
- The competent person will inspect scaffolds daily and provide copies of inspection checklists to Contractor's Superintendent.
- Scaffold access: Stair towers must be provided for scaffold access once the structure has exceeded 26 feet in height. Stair towers shall be exits from the scaffold and not dead-ends. A minimum of one stair tower per elevation shall be required. The number and location of stair towers will be determined by site conditions and building configuration. On rare occasions, jobsite conditions may require an adaptive change to this requirement. Requests for changes must be submitted in writing to the project team for review. Stair towers must be built according to federal and state requirements. Stair towers must be inspected as part of the daily inspections required on all scaffold systems.

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- Rolling scaffold will be equipped with brakes on all casters and a diagonal brace for mobile scaffolds other than Baker scaffolds.
- Scaffolds must be fully decked and guardrails provided, or workers must wear personal fall arrest system consisting of full body harness with appropriate lanyard and anchor connector.
- Subcontractor competent person must determine the appropriate tie off (Anchor) points for workers wearing fall protection gear.
- The competent person for scaffold erection and dismantling must determine the feasibility and safety of providing fall protection for employees erecting or dismantling supported scaffolds. Subcontractors are required to provide fall protection for employees erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
- Red "STOP" and Green "GO" tags will be placed at each access point so users will know if the daily inspection has been conducted. Each tag must have the day's date and signature of competent person. Any scaffold that is not tagged may not be used.
- All scaffolds exceeding a height to minimum base dimension ratio of 4:1 will be secured. Anchoring, guying, tying off or bracing of scaffolds must be affixed to structurally sound components. It is crucial that ties be properly attached and able to carry both tension and compression loads.
- All scaffolds installed on concrete or solid floors must have the manufacturer provided base plates for that system installed.
- Mud sills are required when installing scaffold on dirt.
- When scaffold plastic/wood sheeting is deemed necessary to allow for the protection of workers, the work being performed, or any area adjacent to the scaffold system, the plastic/wood sheeting will only be installed by the company responsible for erecting the scaffold.
- The OSHA standard requires that "Work on or from scaffolds is prohibited during storms or high winds unless a competent person has determined that it is safe for employees to be on the scaffold and those employees are protected by personal fall arrest system.
- Wind screens shall not be used unless the scaffold is secured against the anticipated wind forces imposed. It is the responsibility of the erecting employer to ensure that the addition of a tarp or plastic/wood sheeting to a scaffold does not overload the scaffold. The addition of a tarp or other sheeting material would add lateral loads to the scaffold, which may not have been accounted for in its design. Under OSHA standards, such an addition would therefore be "an occurrence which could affect a scaffold's structural integrity," requiring a competent person to inspect it and make an assessment. Contractor will not install scaffold plastic/wood sheeting on any scaffold system that was not erected by Contractor. All scaffold sheeting must be installed in accordance with OSHA standards and inspected daily along with the scaffold system.
- Folding Bench or Step-up. Portable fold-up work platforms are permitted but cannot exceed twenty-one (21) inches in height. The top of the platform must be at least twelve (12) inches wide. All four (4) legs must have rubber feet attached. The manufacturer load capacity must not be exceeded.

1.11.11 Fire Protection

- Fire exits, exit corridors, and fire extinguishers must not be obstructed or blocked.
- Flammable liquids must be properly labeled, in OSHA approved cans and must be stored in approved locations. Plastic fuel containers are not allowed. Adequate ventilation must be present where flammable liquids are used or stored.
- Subcontractor must supply its own fire extinguishers for hot work. Extinguishers must have annual tags and evidence of monthly inspections.
- Fire retardant tarps may be required for spark-producing activities.
- Smoking is allowed only in designated areas.
- All flammable or combustible material shall be stored, dispensed, and used per the manufacturers' instructions, SDS recommendations, local regulations, and UFC (Unified Fire Code).
- Where welding, cutting, brazing, or soldering is performed, Subcontractor must have fire protection equipment (fire extinguishers, fire blankets), and fire watch in the area before work begins. Subcontractor must obtain hot work permit from Contractor. Fire watch must remain for thirty (30) minutes following completion of work. Fire watch must be properly trained.
- All open flame work must be suspended at least thirty (30) minutes prior to Subcontractor leaving the area.

1.11.12 Welding and Cutting

- The following precautions must be taken for cutting and welding activities:
 - Approved helmets, hoods, or hard hats with proper face shields must be worn to protect against arc, radiation or spatter exposures.
 - Approved welding curtains must be provided to protect bystanders from exposure where necessary. Signs must be posted to warn personnel.
 - Proper ventilation must be provided at all times and especially when working in confined spaces.
 - Fire extinguishers must be provided by the Subcontractor for their work.
 - Fire watch personnel may be required when welding or cutting inside the building in high-risk areas.

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- Compressed gas cylinders must be secured at all times and the protective cap in place when not in use.
- Cylinders must be properly stored once work is complete each day.

1.11.13 Electrical

- All electrical tools and equipment must be properly grounded. Absolutely no defective tools may be used on site.
- Extension cords are allowed to be used on a temporary basis only, and in conjunction with a GFCI.
- All extension cords must be twelve (12) gauge or larger and rated for hard usage.
- All extension cords must be labeled with the company name at both ends of the cord. Any cords found without identification will be confiscated.
- Electrical panels (temporary or permanent) must not be obstructed.
- Portable Class A ground fault circuit interrupters are required when using any portable and held power tool.
- In accordance with NFPA 70e when working on or near live electrical components the following practices are required:
 - Subcontractor's employees must be qualified to work on or near live equipment (Subcontractor supplies training).
 - No conductive clothing or jewelry can be worn.
 - Tools must be properly insulated.
 - Exposed electrical components that could be a potential shock hazard to others in the area must be posted with a warning sign or barricaded.
 - Permit for energized electrical work must be completed and submitted to Contractor prior to work beginning.
- Only properly trained and qualified personnel shall perform electrical work.
- Subcontractor's written Lockout/Tagout/Tryout procedure must be on site and followed.
- When Romex cable is used for temporary lighting, it must be hard wired to a circuit breaker in an electrical panel rather than to a temporary power distribution box.

1.11.14 Equipment and Tools

- Subcontractor's personnel must have proper training prior to equipment or tool use.
- Tools and equipment must be inspected prior to use each day.
- Pneumatically powered tools must be secured to the hose.
- Only low velocity powder actuated tools are allowed on site. Operators must present evidence that they have been trained in the use of this equipment. Loaded equipment must never be left unattended.
- All power equipment and machinery must be shut down when not in use; never leave machinery running unattended.
- Any machine part, function, or process, which may cause injury, must be guarded. Where the operation of a machine or accidental contact with it can injure an employee, the hazard must be either controlled or eliminated.
- Inspect all equipment and tools before each work shift for defects or damage. Damaged or defective equipment or tools must be removed from service by tagging "Do Not Use" or physically removing from the jobsite. All equipment and tools must be professionally maintained.

1.11.15 Stairways/ladders

- Ladders must have nonconductive side rails. Aluminum ladders are not allowed on Contractor's jobsites.
- All ladders must have legible duty rating and safety stickers.
- All ladders must be a minimum of Type IA with a duty rating of at least three hundred (300) pounds.
- A stairway or ladder must be provided at all worker points of access where there is a break in elevation of nineteen (19) inches or more and no ramp, runway, embankment, or personnel hoist is provided.
- When there is only one point of access between levels, it must be kept clear to permit free passage by workers.
- Except during construction of the actual stairway, stairways with metal pan landings and treads must not be used where the treads and/or landings have not been filled in with concrete or other material, unless the pans of the stairs and/or landings are temporarily filled in with wood or other material.
- Portable ladders with structural defects, such as broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components, must immediately be marked defective or tagged with "Do Not Use" or similar language and withdrawn from service until repaired.
- Ladders must be used properly. Stepladders shall not be used as an extension ladder. Ladders must have safety feet or a kick plate installed.
- Workers must maintain three (3) points of contact while ascending and descending ladders. Tools and materials must be hoisted to the work location rather than carried up and down any ladder.

1.11.16 Cranes

- All cranes must be inspected annually by a competent person and daily by the operator.
- Operators must be certified by a nationally accredited crane certification agency. Proof of operator qualification and equipment specific evaluation must be provided to Contractor.

Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

- Riggers and signal persons must have proper certifications. Training records must be provided to Contractor.
- Always be sure the operator and signal persons are in direct and clear view, or in communication by phone or walkie-talkie.
- A powerline proximity permit must be completed whenever work is being conducted adjacent to energized power lines and any risk of touching the lines is present.
- Ground conditions must be evaluated to determine if the area of crane erection is stable enough to support the load.
- Assembly of the crane must be supervised by a competent-qualified person.
- Tag lines must be used to control all loads.
- Cranes, booms, jibs and all other components must remain at a minimum of twenty (20) feet from overhead power lines or meet OSHA requirements for safe practices when encroaching closer than twenty (20) feet.
- An adequate swing radius barricade will be in place at all times to prevent workers from entering the swing radius of the crane.
- All cranes must have operational safety equipment in place at all times including a leveling indicator, boom stops, job stops, etc.
- All cranes taken out of service must have a tag placed in the cab stating that the crane is out of service.
- All crane signals whether by hand, radio, phone or verbal must be agreed upon between the crane operator and the signal person.
- No modifications or additions on cranes are allowed without the manufacturer's approval.
- Unless Contractor is providing its own crane operator per the terms of the parties' agreement, Subcontractor will employ at its own expense competent and licensed personnel to operate and maintain all cranes. Such personnel shall be under the supervision and control of Subcontractor and shall NOT be considered borrowed servants or employees of Contractor.

1.11.17 Confined Space Entry

- Personnel may not enter permit-required confined spaces without a confined space entry permit.
- Personnel must be trained in confined space entry procedures as well as related procedures (e.g., use of respirators) prior to working in confined spaces.
- Subcontractor must have industrial hygiene atmospheric monitoring equipment available on site.
- Subcontractor must have rescue/retrieval equipment available at point of entry. Workers must be trained in rescue procedures and provide training records when requested.
- Subcontractor shall conduct air monitoring of all confined space(s) to determine if the space is a permit-required confined space or non-permit required confined space.
- Subcontractor shall coordinate entry operations with Contractor's jobsite Superintendent.
- Subcontractor shall inform Contractor's jobsite Superintendent of the permit space program that will be utilized.
- Subcontractor shall hold a debriefing conference at the completion of the entry operation or during the entry operation, if needed, to inform Contractor of any hazards confronted or created.
- Copies of all entry permits must be given to the Contractor superintendent to be kept on site for the duration of the project.

1.11.18 Excavations and Trenching

- Whenever Subcontractor performs trenching or excavating work, Subcontractor shall appoint and have on site a competent person who will be present throughout trenching and excavation work.
- Competent person will inspect the excavation or trench daily and document.
- An excavation/dig permit is required to be completed before any excavation or trenching work can begin each day. Separate permits are required for each piece of equipment and/or each location.
- In trenches and excavations up to five (5) feet deep with vertical side, where there is no trench shoring, Subcontractor's personnel may work only if competent person allows it. In states that have more stringent requirements, excavation work must be conducted according to state plan requirements.
- All excavations and trenches must be checked for hazardous atmospheres, when hazardous atmospheres might exist, prior to workers entering the excavation or trench.
- All workers are forbidden from entering trenches and excavations over five (5) feet deep that are not shored, sloped or benched above the five (5) feet deep. In states that have more stringent requirements, excavation work must be conducted according to state plan requirements.
- Trenches and excavations that are shored, sloped, or benched must be approved for entry of workers by a "Competent Person" as required by OSHA or state plan standards.
- Each employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is six (6) feet (1.8m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems or personal fall arrest systems. This includes all trenches and excavations. In states that have more stringent requirements, excavation work must be conducted in accordance with state plan requirements.
- All excavations or trenches must be:

Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

- Protected with barricades, flashers, signs or similar warnings.
- Equipped with ladders every twenty-five (25) feet for trenches.
- A registered professional engineer must design any excavations that are greater than twenty (20) feet in depth.
- Training must be conducted for all employees working near mobile earth moving equipment.

1.11.19 Elevated work platforms - Aerial Lift, Scissor Lift, Boom Trucks

- Subcontractor will inspect all of its equipment per the manufacturer's instructions daily. Documentation of inspection checklists must be provided to Contractor daily. Defective equipment will be removed from service until it has been repaired.
- Subcontractor will maintain all equipment in accordance with manufacturer's requirements.
- Subcontractor will have qualified operators on all equipment. Training records must be provided to Contractor.
- Subcontractor will operate equipment within rated capacity.
- Working outside of basket is not allowed under any circumstance.
- No standing on any rails of any lift.
- Shock absorbing lanyards not allowed to be used in aerial lifts. Use of Self Retracting Life (SRL) lines or straight lanyards only.
- Powerline proximity permit is required when working adjacent to power lines and potential of touching exists.
- All material must stay within the side rails of all elevated work platforms.

1.11.20 Heavy Equipment

- Heavy equipment is equipment operated on site such as forklifts, backhoes, track-hoes, crawlers, cranes, boom trucks, etc.
- A powerline proximity permit must be completed whenever work is being conducted adjacent to energized power lines and any risk of touching the lines is present.
- Subcontractor's personnel must be knowledgeable with the capacity and operational limitations of all equipment.
- Subcontractor will have qualified operators on all equipment. Training records must be provided to Contractor when requested.
- All forklift operators must be trained and certified to operate the make and model of forklift being used. A certification card or some other means of training documentation must be with the operator at all times.
- Forklifts are not allowed to lift any personnel for any reason. Man baskets are not allowed on site at any time.
- All operators must wear seatbelts at all times.
- Equipment must never be left running unattended.
- Subcontractor will inspect all of its equipment per the manufacturer's instructions daily. Documentation of inspection checklists must be provided to Contractor daily. Defective equipment must be pulled out of service until it has been repaired.
- Subcontractor will maintain all equipment in accordance with manufacturer's requirements.
- Subcontractor will operate equipment within rated capacity.
- Equipment must have working back-up alarms.
- Internal combustion-driven equipment cannot be used inside the building unless approved by Contractor, proper gas monitoring system is used and adequate ventilation is provided. Subcontractor is required to provide proper gas monitor for type of equipment being used.
- All construction vehicles such as dump trucks, ready mix rigs, earth movers, forklifts, etc. must be equipped with audible alarms that sound a continuous warning as the vehicle is backing up. Seat belts must be used as required.

1.11.21 Flaggers

- Subcontractor must provide trained and properly equipped (per OSHA/State) flaggers for all work in public right-of-ways, work affecting public right-of-ways or deliveries interrupting public right-of-ways.

1.11.22 Material Handling and Storage

- Keep all solvent waste, oily rags, and flammable liquids in fire-resistant covered containers until removed from the work site.
- Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
- Make sure that all materials stored in tiers are stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
- It is not the responsibility of Contractor to supply warehouse space for materials supplied and installed by Subcontractor.
- If materials are stored in the building, Subcontractor will neatly stack or store materials in an allotted location in a manner that will allow movement to perform any necessary work or travel in or around this area.
- Subcontractor will be responsible for the protection of its materials from damage and/or loss.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

- If materials must be moved to allow work to be performed, the Subcontractor of the material will be responsible to move it.
- Subcontractor will store bulk materials, such as pipe, conduits, duct board, sheet metal, wire, etc. outside of the building under construction, unless granted permission to otherwise by Contractor.
- Subcontractor will remove all extra material from the site as soon as possible.

1.11.23 Lockout/Tagout (LOTO)

- Wherever applicable, lockout/tagout procedures must be followed to control hazardous energy and prevent the unexpected start-up of equipment or release of stored energy.
- LOTO is required for all sources of hazardous energy including but not limited to: electrical, mechanical, thermal, liquid chemical, gas, pneumatic, hydraulic or radiation.
- Subcontractor must provide proper training for all workers on lockout/tagout program.

1.11.24 Concrete Pump Trucks

- All concrete pump trucks must be inspected annually by a qualified 3rd party and daily by the operator.
- All pump truck operators must have proper certifications. Proof of operator qualification must be provided to Contractor.
- Ground conditions must be evaluated to determine if the area of work is stable enough to support use of the concrete pump truck(s).
- Each entity supplying a concrete pump truck for the Project must provide a placement and set-up procedure plan to Contractor's onsite supervision prior to beginning work.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

**EXHIBIT B.1 – SAFETY SUBMITTAL
Pre-Work Hazard Analysis Form**

EXHIBIT B.1 MUST BE FILLED OUT, SIGNED AND RETURNED WITH THE EXECUTED SUBCONTRACT

PROJECT INFORMATION

Example

Project Location _____ Project Location _____

Project Description _____

SUBCONTRACTOR

{ToCompany.Name} _____ Date Prepared _____
Company Name _____

Prepared By _____ Phone _____

Foreman/Supervisor for Job _____ Phone _____

Safety Officer _____ Phone _____

Person Responsible for Briefing of Work Crews _____ Date of Briefing _____

Submission of this completed Exhibit B.1 is required with the executed Subcontract.

Instructions: Complete this form for all construction work. Identify all hazards that could be present in the job to be performed. If a box is checked “Applicable”, then provide all information requested including a statement of the hazard and *description of your hazard control methods*. If a hazard is not listed below and is present on the job, then refer to the “Other” box and *describe all additional hazards and hazard control methods*. Please attach additional pages as required to fully describe all hazards and hazard controls.



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

| PROJECT CONTROLS | APPLICABLE | | ACTION IF APPLICABLE |
|---|------------|----|---|
| | YES | NO | |
| Demolition | | | Attach demolition plan |
| Traffic Control Flaggers, lane closures, access restricted | | | Attach traffic control plan, including diagram, signage, use of flaggers, and illumination |
| Environmental Protection <i>Stormwater:</i> Potential for spills, protection of inlets | | | Describe what releases might be anticipated and how mitigation will occur. |
| Dust Control Sheet rock, concrete, soil, asbestos, etc. | | | Describe how dust control is managed throughout project. |
| Barricades/Signage Powder actuated tools, lasers, danger/caution tape, fencing, hole and wall openings, trenches, CAZ | | | Describe what signage will be used and where it will be located. |
| Material/Equipment Staging Location for materials, contractor vehicles | | | Attach diagram identifying locations for delivery, staging, and storage of materials. |
| Waste Disposal General debris, recycled materials, contaminated/hazardous wastes | | | List wastes that will be generated and determine how waste material is to be managed. |
| Control of Hazardous Energy Radiation controls, shielding, monitoring, lockout/tagout, electrical, chemical, pneumatic, pressure, thermal, mechanical | | | Describe how hazardous energy is controlled throughout the project. Identify what type of energies and any special monitoring equipment needed. |
| Accidents/Injury Response Trained responders, first aid supplies, use of EMS, nearest medical facility | | | List the medical facility that injured workers will be transported to, method of notifying EMS and onsite resources. |
| Fire Protection/Prevention Building fire systems coordination, hot work, general construction, storage of flammable material | | | Identify if hot work permits are needed and for what type of operation. List any combustible/flammable materials used and how they will be managed. |
| Evacuation Assembly areas, egress routes | | | Specify who can issue evacuation notice or how evacuation will occur. List assembly areas and person responsible for head count. |
| Confined Space Required for any entry into area with potentially contaminated air | | | Attach confined space entry procedures including details on air monitoring, rescue/retrieval plan, etc. Permit required. |
| Hazardous Materials Release Spoil piles, refrigerants, chemicals brought on site, product transfer | | | Describe what hazardous materials will be brought onsite or what may be generated as part of the work process. Attach current MSDS (no more than 2 years old) |
| Fall Protection Required for any employees exposed to a fall greater than 6 feet | | | Attach fall protection plan including information on harnesses, lanyards, guardrails, rescue plans, submit certifications of training |
| Scaffolds Required for mobile and fixed scaffold systems | | | Provide details on guardrails, toeboards, erection practices, tagging, training, access for others, etc. |



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

| PROJECT CONTROLS | APPLICABLE | | ACTION IF APPLICABLE |
|--|------------|----|---|
| | YES | NO | |
| Excavation and Trenching | | | Provide details on selection of protective systems, competent persons, training, etc. |
| Steel Erection | | | Attach site specific erection plan. Provide details on competent persons, training, falling object protection, etc. |
| Blasting/Explosives | | | Attach blasting plan including details on blaster qualifications, transportation, storage, loading, inspections, training. |
| Electrical Power transmission, construction power sources, lockout/tagout | | | Provide copies of lockout/tagout program. Attach detailed descriptions of use of generators, extension cords (GFCI required), inspection requirements, training, hazardous location installs, wiring protection, etc. |
| Cranes/Derricks/Elevators/Concrete Pump & Boom Trucks | | | Attach details on critical picks, pick plans, placement plan, operator certifications, training, inspections, set-up procedures, etc. |
| Ladders/Stairs | | | Attach details about ladder types to be used, training, inspections, etc. |
| Equipment and Vehicles Aerial lifts, scissor lifts, forklifts, grading equipment, etc. | | | Attach details discussing types of equipment to be brought on site, inspections, training, certifications, PPE, etc. |
| Personal Protective Equipment Head, eyes, hearing, breathing, hands, torso, feet | | | List all types of protective devices that will be used to protect employees and when the equipment is required. Include details on inspections and training. |
| Tools Powder actuated, power, hand tools | | | List all equipment to be used. Include training and inspection requirements. |
| Housekeeping | | | Attach details of plans for frequency of cleaning, methods of cleaning, waste disposal, etc. |
| Area Lighting | | | Identify what types of area lighting will be utilized for task lighting. Minimum 5 foot candles required. |
| Industrial Hygiene Sanitation requirements | | | List all types of sanitation equipment and materials to be provided for employees including hand and eye wash stations, drinking water, etc. |
| General Safety and Health Maintenance and training records, accident recordkeeping, health and safety plan, etc. | | | Provide details of recordkeeping practices. Provide a copy of company health and safety plan. |
| Other List any additional hazards not already identified in this document. | | | Provide details of risk mitigation practices for any additional hazards. |

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

List the name and cell number for the Competent Person in each section as applies to your scope of work:

| | | |
|--|-------------|--|
| General safety and health provisions | Name | |
| | Cell Number | |
| Occupational health and environmental controls | Name | |
| | Cell Number | |
| Personal protective and life-saving equipment | Name | |
| | Cell Number | |
| Materials handling, storage, use, and disposal | Name | |
| | Cell Number | |
| Welding and cutting | Name | |
| | Cell Number | |
| Electrical | Name | |
| | Cell Number | |
| Scaffolds | Name | |
| | Cell Number | |
| Fall protection | Name | |
| | Cell Number | |
| Cranes, derricks, hoists, elevators, and conveyors | Name | |
| | Cell Number | |
| Excavations | Name | |
| | Cell Number | |
| Concrete and masonry construction | Name | |
| | Cell Number | |
| Steel erection | Name | |
| | Cell Number | |
| Underground construction | Name | |
| | Cell Number | |
| Demolition | Name | |
| | Cell Number | |
| Blasting and the use of explosives | Name | |
| | Cell Number | |
| Ladders | Name | |
| | Cell Number | |
| Toxic and hazardous substances | Name | |
| | Cell Number | |

Site Quality Representative

Dated



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT B.2 – SUBCONTRACTOR QUALITY REQUIREMENTS

Introduction and Summary

AP requires subcontractors to supply materials, and plan, schedule and install work in a timely, orderly, and consistent way that satisfies the requirements of the Prime Contract's plans and specifications and eliminates rework. AP requires subcontractors to participate, as requested, in defining, planning, and executing definable features of work ("DFW"). A DFW is a set of activities within the project that results in an identifiable physical product or a task which is separate and distinct from other products or tasks, and which has separate control requirements. AP considers each specification section, and/or collection or subset of specifications to be a DFW for which Subcontractor must submit a related quality control plan.

AP requires each subcontractor to participate in, or develop, corresponding meetings, tests, checklists, inspections, and other necessary documentation to facilitate proper planning and quality execution.

In circumstances where mock-ups are required to be reviewed by Owner or members of the design team, Subcontractor will participate in meeting the requirements, at whatever stage of quality management such review is required.

Subcontractor Responsibilities:

Subcontractor shall submit its required quality submittal(s) and its B.3 Site Specific Quality Management Plan ("SSQMP"), all in accordance with the timing for the submission of submittals as required by the specific article or articles in the Subcontract. Subcontractor may not begin work before AP's review of such SSQMP. Subcontractor must follow its SSQMP throughout the planning and execution of its Work, whether performed on- or off-site. The SSQMP must describe Subcontractor's specific plan for quality management from initial preconstruction steps through the completion of construction and closeout.

AP's review of Subcontractor's inspection checklists does not alleviate Subcontractor of its responsibility to comply with all Contract Documents, jurisdictional requirements, and their SSQMP (if required); this serves as a mechanism to assist Subcontractor with quality control of its Work, and the corresponding documentation of the installation of the Work.

Subcontractor is required to:

- (1) Submit an SSQMP with the quality submittal (Exhibit B.3) at the time of contract execution.
- (2) Provide submittals and mockups as required by the Prime Contract plans and specifications, Subcontractor's SSQMP, or additionally as required by AP, in a timely manner to ensure review and approval of all submittals is achieved prior to the Preparatory Meeting.
- (3) During planning and coordination of work, Subcontractor shall identify quality requirements of predecessor or prerequisite work installed by others that are not specifically addressed by the Contract Documents but are necessary to facilitate timely and accurate installation of Subcontractor's Work.
- (4) Review prerequisite work and areas for acceptance and notify AP of discrepancies or deficiencies within a reasonable amount of time prior to starting installation of Subcontractor's Work.
- (5) Attend all related Preparatory, subcontractor, coordination, and start-up meetings.
- (6) The Site Quality Representative ("SQR") shall be on site during the performance of all Subcontractor's Work.
- (7) Subcontractor's on-site foreman directly responsible for overseeing work put in place must attend all Preparatory Meetings along with Subcontractor's designated SQR.
- (8) Develop a documented work plan for each definable feature of work describing how the work will be put in place, including, but not limited to, requirements for site utilization and access, safety and quality

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

requirements, schedule, manpower and other resources, work sequences, utilities, equipment and material, industry standards, references, best practices, and installation guidelines.

- (9) Acquire and furnish to AP any industry reference documentation, standards, best practices, or installation guidelines that are referenced by the Contract Documents or directly pertain to the installation and acceptance of Subcontractor's Work and/or material.
- (10) Foreman and/or SQR to attend Initial Phase (First-Work-in-Place) inspections.
- (11) Perform material verification and inspections, quality inspections and/or testing as required by Contract Documents, jurisdictional requirements, through Subcontractor's SSQMP, or additional requirements of AP, including the frequency and locations. These items are to be documented and submitted to AP Project Management Team. Inspection documents are to be specific to the Project and the Work.
- (12) Submit Subcontractor's deficiency and corrections log to the AP Project Management Team weekly.
- (13) Upon request, Subcontractor shall determine factors contributing to the cause of non-conformances or deficiencies and implement appropriate actions to prevent the non-conformances or deficiencies from recurring.
- (14) Upon request, submit jobsite photographs of both conforming and non-conforming work.
- (15) Respond to and correct any deficient work identified during AP's or other's inspections and/or testing.
- (16) Report any Work found to be non-compliant with the Contract Documents, jurisdictional requirements, or manufacturers' recommendations with an associated action plan to correct or remediate the non-compliant work.
- (17) Conduct a pre-punch of completed areas prior to AP's punch list creation.
- (18) Correct punch list items discovered during Subcontractor's own punch process, or from AP's punch list, the Architect's punch list, or other Project-required punch list in a timely manner.
- (19) If as-builts are a required deliverable, Subcontractor shall maintain updated as-builts as work progresses, available for review at any time during the Project by AP upon request.

Although Subcontractor remains fully responsible for ensuring the quality of the work, AP's Project Management Team may inspect the work being performed and communicate any deficiencies found to Subcontractor, through AP's project management software. AP inspections are not intended as a substitute for the requirements and/or responsibilities set forth in the Contract Documents or Subcontractor's SSQMP. AP will also coordinate similar inspections to fulfill or supplement the Prime Contract including but not limited to the following entities:

- Owner
- Design Team
- Third Party Agencies
- Consultants or Vendor Representatives

Inspection results from any of the parties above will be incorporated into AP's project management software which provides a framework for the documented resolution of any deficiency.

Subcontractor will timely correct each deficiency and inform AP for reinspection and resolution.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

**EXHIBIT B.3 – QUALITY SUBMITTAL
Site-Specific Quality Management Plan (“SSQMP”) Cover Document**

**EXHIBIT B.3 MUST BE FILLED OUT, SIGNED, AND RETURNED TO AP.
THE THREE PAGES OF THIS B.3 DO NOT TAKE THE PLACE OF SUBCONTRACTOR’S
SSQMP, BUT MUST BE INCLUDED WITH SUCH PLAN.
THIS EXHIBIT B.3 IS REQUIRED OF ANY SUBCONTRACTOR THAT WILL PERFORM
WORK ON- or OFF- SITE.**

PROJECT INFORMATION

«Project.DisplayText» _____ «Project.ProjectAddress1», «Project.ProjectAddress2» _____
Project Number - Name _____ Project Location _____

Project Description _____

SUBCONTRACTOR

«Vendor.Name» _____ Date Prepared _____
Company Name _____

Prepared By _____ Phone _____

Operations Manager _____ Phone _____
(Responsible for the overall company QA/QC Program)

Project Manager _____ Phone _____
(Responsible for the quality control program for this project)

Project Foreman/Supervisor _____ Phone _____
(Responsible for supervision of on-site work)

SQR _____ Phone _____
(Site Quality Representative (SQR) - Responsible for all inspections, tests, and field documentation for this project)



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

Subcontractor shall submit their required quality submittal(s) and their B.3 SSQMP, all in accordance with the timing for the submission of submittals as required by the specific article or articles in the Subcontract Documents.

Subcontractor’s Quality Program Objective

The principal objective of this SSQMP is to provide Contractor and the Owner with the specified materials and high-quality workmanship that meets or exceeds their expectations. To accomplish this, all Subcontractor’s management and its employees must be committed to continuous improvement in the quality of the products and services provided.

This SSQMP has been established to ensure that all work performed by Subcontractor employees meets or exceeds all contractual and regulatory requirements. Subcontractor takes total responsibility for the implementation of this program and its success for our scope of work on this project.

Quality Control Requirements

| Topic | Required Actions & Documentation | Initial |
|---|--|---------|
| Documentation Control | Keep an organized file of all required project documents up to date at all times. Communicate with AP when the inspection or test reports will be completed and the frequency of submissions. | |
| Submittals and 100% Material Verification | Conform to contractual requirements regarding submittals. If submittals are not clearly defined in the project specifications, confirm with AP prior to procurement. Field verify all material and assemblies for conformance to the Contract Documents and approved material submittals. | |
| Storage & Handling of Materials/Equipment | Identify any special requirements and documentation specific to the Project and the Contract Documents. | |
| Pre-installation Meetings & First Work-in-Place Inspections | Attendance of Subcontractor’s field supervision and/or Project Manager is required at all Pre-Installation Meetings and First Work-in-Place Inspections. | |
| Mockups | Subcontractor will procure material and assemblies in conformance with the Contract Documents for installation of Project-specific mockups, as applicable, for review of craftsmanship, aesthetics, conformance, and sequencing. Material procurement and installation must meet schedule requirements. Mockups may be designated to be in place or independent mockups and may be required to be tested per Contract Document requirements. | |
| Quality Control Checklists & Special Documentation | Trade and project specific inspection checklists will be utilized on this project. All checklists are to be signed off by Subcontractor’s Site Quality Representative (SQR). All inspection results | |



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

| Topic | Required Actions & Documentation | Initial |
|-----------------------|--|---------|
| | and documentation will be completed and turned over to AP. Subcontractors shall perform inspections at a reasonable frequency and within a timely manner. | |
| Inspections & Testing | An Inspection and Testing Plan will be prepared by Subcontractor's SQR listing all specified tests and inspections from the Contract Documents, and jurisdictional requirements for Subcontractor's Work. Tests & Inspections will be witnessed by Subcontractor's SQR and all contractual and non-contractual inspections will be tracked on an Inspection & Testing Log. | |
| Non-Conformances | Subcontractor will document and rectify non-conformances. All issues will be corrected per the approved corrective action plan and completed in an acceptable timeframe. | |
| Progress Photos | Subcontractor will submit to AP daily progress photos. | |
| As-Built Drawings | Subcontractor will update and maintain an as-built drawing set. Any master as-built drawing records kept by AP in the field office will be updated by Subcontractor's field supervisor on a weekly basis, as applicable. | |

Operations Manager
(Responsible for the overall company QA/QC Program)

Dated



Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

EXHIBIT C - SUBCONTRACTOR/SUPPLIER PAYMENT INFORMATION

SUBCONTRACTORS AND MATERIAL SUPPLIERS

Subcontractors shall list the labor percentage of its total subcontract. Further, Subcontractor shall identify and disclose all lower-tier subcontractors, material suppliers, and equipment rental suppliers as a condition precedent to receipt of first payment. This form must be filled out and returned with the signed Subcontract or payment will be delayed. This list is not to be construed as a complete list.

Contractor requires a revised and final submission of Exhibit C to coincide with Subcontractor’s 70% billing and becomes due prior to Contractor payment. Amounts from Subcontractor’s 70% billing and all subsequent billings may be held at the discretion of Contractor until all closeout documents are received.

LIEN WAIVERS

Lien waivers will be required from each of your lower-tier subcontractors and suppliers for their portion of the previous month’s payments prior to release of the next payment. Lien Waivers from all subcontractors and suppliers will be required with **each** Pay Application even though no work may have been done or material purchased from them since the previous Application. Your subcontractors and Suppliers will be required to use a lien waiver form satisfactory to Owner and Contractor.

FINANCIAL INFORMATION

A balance sheet is required from *Subcontractors* who have not worked for **{LegalDocInfo.ContrName}** in the past three (3) years.

Your labor percentage of Subcontract = _____ %

LISTING OF MATERIAL SUPPLIERS AND/OR LOWER-TIER SUBCONTRACTORS

| Company | Contact Name | eMail | Phone # | Fax # | Amount (Approximate) |
|---------|--------------|-------|---------|-------|----------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |
| 10. | | | | | |

COMPANY {ToCompany.Name} _____

SIGNATURE _____ **(REQUIRED)**

DATE _____



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT D – SCOPE OF WORK



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT E – CONTRACT DRAWINGS

| Number | Revision | Title | Date |
|---------------------------|--------------------------------|--------------------------|------------------------------|
| {DwgsSpecsHeaders.Number} | {DrawingsSpecs.RevisionNumber} | {DwgsSpecsHeaders.Title} | {DrawingsSpecs.RevisionDate} |

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT F – SUBCONTRACTOR/SUPPLIER BILLING INSTRUCTIONS

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}
Billing Date: {Contracts.Udf_ContractsProgressduedate}
AP Project Manager: {Projects.ProjectArchitect}

Subject: Invoice Submittal Process

Adolfson & Peterson Construction has chosen Oracle Textura Payment Management to facilitate invoicing on its projects.

Using Textura's services gives you:

- Automatic generation of your AIA G702/703 and Lien Release documents
- Email notification as the draw progresses
- Immediate feedback if your invoice is questioned
- Notification when you will be paid
- Faster, direct electronic payments – you will not need to wait for checks in the mail and take them to the bank!

Using Textura is intended to decrease payment time, ease the paperwork burden, eliminate rework, and reduce invoice processing time. The cost of this service is a one-time fee based on contract value. The fee is based on the value of the subcontract at the rate of .22% of contract value, with a maximum fee of \$5,000, which will be collected at the time the Subcontract is accepted in Textura.

Attached you will find an instruction sheet for getting started. Once you have established a user name and password, you will receive an email with the training options which include online training courses that you can review anytime, web-based training sessions available several times a week, and classroom training typically available once a month. Textura staff will explain how the draw process works, provide training and assist with the entry of your monthly invoice. We believe the system is so easy to use that some of you may not need to attend the more formal training session.

To learn more, please don't hesitate to look up Textura at <https://www.oracle.com/applications/primavera/products/textura-payment-management/>.



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT F.1 – TEXTURA



Oracle’s Textura Payment Management: Work Faster and More Efficiently

What Is Textura Payment Management (TPM®)?

Oracle’s TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22 % of contract value*

- Maximum – \$5,000
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone
- Training videos
- Live in-app chat

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).



Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

EXHIBIT G – INSURANCE REQUIREMENTS

1. SUBCONTRACTOR INSURANCE.

1.1. Prior to starting Work, Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use which may arise out of operations by Subcontractor or by any of its subcontractors or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified in the Agreement, any coverages or limits of liability specified in the Contract Documents, or coverages and limits required by law.

1.2. Subcontractor shall procure and maintain the following minimum insurance coverages and limits of liability:

1.2.1. **Commercial General Liability Insurance** – Coverage shall be written on an occurrence form (ISO Form CG 00 01 2007 version or equivalent) and shall include coverage for Products/Completed Operations which shall be continually renewed through the statute of repose. Limits shall be no less than:

\$2,000,000 each occurrence
 \$2,000,000 general aggregate (applicable on a per project basis)
 \$2,000,000 products/completed operations aggregate

1.2.2. **Automobile Liability Insurance** – The policy shall include coverage for all owned, hired and non-owned automobiles. Limit shall be no less than:

\$2,000,000 each accident (Combined Single Limit)

1.2.3. **Workers' Compensation & Employer's Liability** – Worker's Compensation coverage shall be procured, whether or not required by statute, and include coverage for Subcontractor Owner and executives. Policy shall waive rights of subrogation against Contractor, Owner and any other parties required under the Contract Documents to the extent allowed by law. Limits shall be no less than:

| | |
|----------------------|-------------------------------------|
| Work Comp | Statutory |
| Employer's Liability | \$1,000,000 each accident |
| | \$1,000,000 disease - each employee |
| | \$1,000,000 disease - policy limit |

In those states where Workers' Compensation insurance is provided through a state fund and Employer's Liability coverage is not available, the Commercial General Liability Insurance shall include "stop gap" coverage.

1.2.4. **Professional Liability Insurance** – If the Work includes architecture, engineering, including the responsibility to provide stamped drawings, or other professional services, including but not limited to surveying, coverage shall be provided insuring Subcontractor for its negligent acts, errors or omissions arising out of the performance of such services, and include coverage for economic loss. Professional liability limits shall be no less than:

\$2,000,000 per claim
 \$2,000,000 annual aggregate

Professional Liability coverage included within the General Liability policy is not acceptable unless the entire General Liability policy is provided to and approved by Contractor's Risk Management Department prior to starting work.

Subcontractor agrees to maintain such coverage for no less than four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require.

If such insurance is written on a claims-made basis, the retroactive date shall be prior to the start of the Work. Renewal policies during this period shall maintain the same retroactive date. In the event such coverage is not renewed, tail coverage shall be provided for the remaining term of the four (4) years.

Project: {Projects.Name}
 Subcontractor: {ToCompany.Name}

1.2.5. Contractors Pollution Liability Insurance – Coverage shall be required based on the scope of Work.

- 1.2.5.1. If the Work includes any portion of the i) building enclosure systems (including without limitation, vapor or moisture barriers, roofing or flashing, exterior windows and doors, curtainwall components or systems, plaster or stucco or exterior stone or masonry), ii) plumbing, heating, ventilating or air conditioning systems, iii) drywall or insulation, iv) building foundations including any concrete or masonry work, or v) earthwork, Subcontractor shall procure, maintain and pay for Contractors Pollution Liability insurance. Such insurance shall have limits of not less than:
- \$2,000,000 per occurrence
 - \$2,000,000 annual aggregate

The insurance shall include 1) coverage for Completed Operations, 2) clean-up costs in the definition of Property Damage, and 3) coverage for any form of fungus, including mold. Subcontractor agrees to maintain such coverage for four (4) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Pollution Liability coverage included within the General Liability policy is not acceptable unless the entire policy is provided to and approved by Contractor's Risk Management Department prior to starting work.

If such insurance is written on a claims-made basis, the retroactive date shall be prior to the start of the Work. Renewal policies during this period shall maintain the same retroactive date. In the event that such coverage is not renewed, tail coverage shall be provided for the remaining term of the four (4) years.

- 1.2.5.2 If the Work involves remediation or abatement, see **Exhibit I** for additional insurance requirements.

1.2.6. Umbrella/Excess Liability Insurance – Subcontractor shall provide umbrella or excess liability coverage that is materially follow-form over the underlying General Liability, Auto Liability, and Employer's Liability policies in an amount no less than **\$xx,000,000. [To be filled-in on each Subcontract based on guidelines provided]**

- 1.2.7. **Aircraft Liability Insurance** – If a non-manned aircraft (including drones) is used in the execution of the Work by Subcontractor, Aircraft Liability Insurance in an amount not less than \$1,000,000 shall be provided. If manned aircraft is utilized, Aircraft Liability insurance in an amount not less than \$10,000,000 shall be provided.

1.3. Other Terms & Conditions

- 1.3.1. **Insurers** – Unless otherwise approved by Contractor, all required insurance shall be issued by a financially responsible insurance company or companies authorized in the State in which the Work is being performed and which has an A.M. Best Rating of A- VIII or better.

1.3.2. Additional Insured – To the greatest extent allowed by law:

- 1.3.2.1. The General Liability policy shall be endorsed to include Contractor, Owner and any other parties required by the Contract Documents as additional insureds for on-going and completed operations using the CG 20 10 04 13 and CG 20 37 04 13 or equivalent additional insured endorsements as determined by Contractor. Additional insureds shall have access to the full limits of liability insurance available to Subcontractor without regard to the limits required herein.
- 1.3.2.2. If the insurer provides additional insured coverage under a reservation of rights, such additional insureds shall have the right to counsel of their choice at the expense of Subcontractor.
- 1.3.2.3. The Auto Liability, Pollution Liability, Aircraft Liability, and Umbrella Liability (if any are required herein) policies shall also be endorsed to include Contractor and Owner or any other parties required by Contract Documents as additional insureds.
- 1.3.2.4. All such additional insured coverage shall be provided on a primary and non-contributory basis to other insurance maintained by an additional insured. General Liability primary and non-contributory coverage shall be the equivalent of ISO CG 20 01 04 13,

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

- 1.4. **Waiver of Subrogation** – All policies provided shall include a waiver of subrogation against Contractor, Owner and any other parties required by the Contract Documents. If any of Subcontractor's Work is performed in Illinois, Subcontractor hereby agrees to waive any limitation as to the amount of contribution recoverable against them by Contractor and Owner. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.
 - 1.5. **Limits of Insurance** – Limits may be provided through a combination of primary and umbrella coverage in any state other than Illinois. If the Project is located in Illinois, then Subcontractor's primary General Liability policy must be no less than \$2,000,000.
 - 1.6. **Proof of Insurance** – Prior to start of Work, Subcontractor shall provide a certificate of insurance with attached copies of required additional insured endorsements. Renewal certificates shall be provided ten (10) days prior to expiration of any policy required herein. Contractor shall not be required to review such certificate and notify Subcontractor of deficiencies. If notified of deficiencies in coverage, progress payments may be withheld until deficiencies are resolved to the satisfaction of Contractor. Upon request, Contractor may require a copy of Subcontractor's insurance policies.
 - 1.7. **Cancellation/Non-Renewal** – All insurance policies shall be endorsed to provide thirty (30) day notice to Contractor of the intent to cancel or non-renew such insurance.
 - 1.8. **Subcontractor Deductibles** – Any deductibles under Subcontractor's policies shall be the sole responsibility of Subcontractor.
 - 1.9. **Sub-subcontractor Insurance** – Subcontractor shall require its subcontractors to maintain Worker's Compensation insurance.
2. **PROPERTY INSURANCE.**
- 2.1. **Builder's Risk** - Coverage shall be provided by Contractor or Owner. If coverage is provided by Contractor, Owner and subcontractors of every tier shall be included as additional insureds.
 - 2.2. Contractor and Subcontractor waive all rights against each other and Owner, and all others as required by Contract Documents, for loss or damage to the extent covered by Builder's Risk or any other property, auto physical damage, or equipment insurance, except such rights as they may have to the proceeds of such insurance.
 - 2.3. Contractor shall not be responsible for any damage to, or loss or theft of Subcontractor's tools or equipment whether insured, uninsured or subject to a deductible.
 - 2.4. Upon written request by Subcontractor, Contractor will provide Subcontractor with proof of builder's risk coverage.
 - 2.5. Any deductible amounts required under the Builder's Risk policy and/or Contract Documents shall be apportioned to any at fault Subcontractors as determined by Contractor. If such loss is not due to the negligence of any Subcontractor, the deductible shall be borne by Subcontractor in direct proportion as their individual loss bears to the total loss.
3. **CONTROLLED INSURANCE PROGRAM (CIP).** If either the Owner or Contractor implements a CIP, a CIP Manual shall be incorporated into this Agreement at Exhibit J. Subcontractor must review and comply with all terms of the CIP Manual.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT G.1 - CERTIFICATE OF INSURANCE REQUIREMENTS
Insurance Requirements

Certificate Holder: {FromCompany.Name}
dba Adolfson & Peterson Construction

Description Box must include the following:

- Project Name & Number as follows: {Projects.Name}
- Additional Insured to include the Certificate Holder and the following:
 - {LegalDocInfo.Owner}
 - **{AP subsidiary legal name}**
 - **All others as required by Contract Documents**
 -
- Reference that coverage shall be on a primary and non-contributory basis.
- Reference that all policies include a waiver of subrogation

Attach copy of the additional insured endorsements to the Certificate

Cancellation Notice: 30 Days (10 days for non-pay)

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT H – SUBMITTAL AND CLOSEOUT PROCEDURES

(If applicable or unless otherwise directed by the AP Project Manager, the procedures below shall be utilized.)

The submittal/closeout process should be started immediately and completed simultaneously.

SUBMITTALS: All drawings and data are to be submitted within seven (7) days after notification of subcontract award. Please reference Specification Section **0000** regarding submittals as well as your individual specification sections pertaining to your scope(s) of work.

EACH PRODUCT SUBMITTED SHOULD BE REFERENCED BACK TO SPECIFICATION SECTION AND PARAGRAPH AND/OR LINE.

SUBMITTAL QUANTITIES AS FOLLOWS:

| | |
|----------------|---|
| Shop Drawings: | Four (4) copies. One (1) copy to be returned to Subcontractor. |
| Product Data: | Four (4) copies. One (1) copy to be returned to Subcontractor. |
| Samples: | Quantity specified in each Specification Section. If not noted, provide three (3) of each sample. Do not use highlighters to identify items; they do not photocopy. |

CLOSEOUT:

1. Reference Specification Section Closeout for additional information.
2. Carefully read the requirements for closeout of your work.
3. Please comply with Project Closeout and your related Specification Sections.
4. AP encourages you to order all the required Operation and Maintenance information with the ordering of equipment.
5. All copies must be three-hole punched.
6. Provide three (3) copies; if more copies are requested, provide the requested number.

AP REQUIRES CLOSEOUT DATA BE SUBMITTED IN FULL PRIOR TO YOUR 70% MONTHLY BILLING. PAYMENTS PAST 70% WILL NOT BE RELEASED UNTIL THIS REQUIREMENT IS MET.

This policy is intended to help with fast and complete closeout to ensure timely release of Final Payments and Retainage.

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

**EXHIBIT J – CONTROLLED INSURANCE PROGRAM MANUAL
(if applicable)**

Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT K – SUBCONTRACTOR PAYMENT BOND

Subcontractor (full name and address) as Principal:

(full legal name)

(address)

Surety (full name and address):

(company name)

(address)

[AP Entity holding Subcontract and address] as Obligee:

AP Entity {FromCompany.Name}

Address {FromContact.DisplayAddress}

Bond Number

Bond Penal Sum \$

Subcontractor has, by written agreement dated _____, entered into a Subcontract Agreement with Obligee, to perform **{Contracts.Description}** on the **{Projects.Name}**, located at **{Projects.Address}**.

Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract Agreement, which is incorporated herein by reference.

Whereas the Subcontract Agreement provides that Obligee may order changes to the Work of Subcontractor, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the said Subcontract, or in the said work to be performed, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract.

If the Subcontractor promptly makes payment for all sums due Claimants (as defined below), and defends, indemnifies and holds harmless Obligee from claims, demands, liens, or suits by any person or entity whose claim, demand, lien or suit is or is alleged to be for payment for labor, materials or equipment provided in connection with or to the performance of the Subcontract Agreement, then the Surety and Subcontractor shall have no obligation under this Bond. Otherwise, this Bond shall remain in full force and effect, subject to the following conditions:

1. Claimant is defined as an individual or entity who: (1) provides labor, materials or equipment for the performance of the Subcontract Agreement and who provides such labor, material or equipment pursuant to a direct contract with Subcontractor, or (2) could assert a claim under an applicable mechanic’s lien or similar statute, or (3) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against the Obligee or a surety of the Obligee, if any.

2. Every Claimant who has not been paid in full before expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant’s work or labor was done or performed, or materials or equipment were provided by such Claimant, may sue on this Bond, and prosecute the suit to final judgment for such sum or sums as may be justly due Claimant. Obligee shall not be liable for the payment of any costs or expenses, including attorneys’ fees, of any such suit.



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

3. The Surety’s obligations under this Bond shall arise after the Claimants have furnished a written notice of non-payment to the Subcontractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or the equipment was, furnished or supplied or for whom labor was done or performed within one (1) year after having last performed or last furnished materials or equipment included in the Claim; and having sent the claim notice to the Surety at the address listed on the first page of this Bond.

4. When a Claimant has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense: (1) send an answer to the Claimant with a copy to Obligee within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (2) pay or arrange for prompt payment of any undisputed amounts.

5. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract Agreement or the work to be performed, any time extensions granted for the performance of the Subcontract Agreement, or any forbearance on the part of Obligee. Surety hereby waives notice of such extensions of forbearance, and of any change to the Subcontract Agreement.

6. Surety shall not be liable to Obligee or Claimants in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics’ liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____, 20____.

Subcontractor as Principal:

(Company Name) *(seal)*

Signature: _____
Print Name: _____ **Title:** _____

Surety:

(Surety) *(seal)*

Signature: _____
Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

EXHIBIT K – SUBCONTRACTOR PERFORMANCE BOND

Subcontractor (full name and address) as Principal:

(full legal name)

(address)

Surety (full name and address):

(company name)

(address)

[AP Entity holding Subcontract and address] as Obligee:

AP Entity {FromCompany.Name}

Address {FromContact.DisplayAddress}

Bond Number _____

Bond Penal Sum \$ _____

Subcontractor has, by written agreement dated _____, entered into a Subcontract Agreement with Obligee, to perform **{Contracts.Description}** on the **{Projects.Name}**, located at **{Projects.Address}**.

Subcontractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract Agreement, which is incorporated herein by reference.

Whereas the Subcontract Agreement provides that Obligee may order changes to the Work of Subcontractor, and in the event of such changes to the Work, Surety agrees that no change, extension of time, alteration, addition, or other modification of the terms of the said Subcontract, or in the said work to be performed shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, and other modifications. In addition, the penal sum of this Bond shall automatically be adjusted to reflect the additive or deductive amounts of all change orders issued to the Subcontract.

If the Subcontractor performs the Subcontract Agreement including any warranties and guaranties required under the Subcontract Agreement, then the Surety and Subcontractor shall have no obligations under this Bond; otherwise it shall remain in full force and effect subject to the following conditions:

1. Whenever Subcontractor shall be and is declared to be in default by Obligee under the Subcontract Agreement, Surety shall, within 15 days following receipt of such written declaration, take one of the following actions:
 - a. Arrange for the Subcontractor, with the consent of Obligee, to complete the Work of the Subcontract Agreement; or
 - b. Complete the Subcontract Agreement through its agents or contractors in accordance with the Subcontract terms and conditions; or
 - c. Obtain a bid or bids from qualified subcontractors acceptable to Obligee for completing the Subcontract Agreement in accordance with its terms and conditions. Upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses, sufficient funds to pay the cost of completion less the balance of the Subcontract Price; but



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

not exceeding, including other costs and damages for which the Surety may be liable hereunder, the Bond Penal Sum. The term “cost of completion” includes, without limitation, responsibilities of Subcontractor for correction of defective Work and completion of the Subcontract Agreement, Obligees’ legal and design professional costs resulting from Subcontractor’s default, and all damages recoverable under the Subcontract Agreement, including any delay damages; or

d. Waive its right to complete the Work under the Subcontract per options 1.a – 1.c above and reimburse the Obligees the amount for which the Surety is liable.

2. The term “balance of the Subcontract Price” as used in 1.c. above and 4. below, shall mean the total amount payable by Obligees to Subcontractor under the Subcontract Agreement and any amendments thereto, less the amount paid by Obligees to Subcontractor.

3. After Obligees has provided Surety with written notice of the Subcontractor’s default, and during the investigatory period and any subsequent period before the commencement of work under 1. a - c, Obligees may take action pursuant to its Subcontract to mitigate the damages caused by the Subcontractor’s default. To the extent that Obligees performs obligations under the Subcontract during this period (the “Mitigation Work”) Obligees shall be entitled to deduct the Cost of the Mitigation Work from the balance of the Subcontract Price.

4. Any proceeding, legal or equitable, under this Bond may be instituted before the expiration of the time period in which suits may be brought in any court of competent jurisdiction in the location in which the Work is located after: (1) a declaration of Subcontractor Default, or (2) the date of substantial completion, or (3) after the date the Surety refuses or fails to perform its obligations under this Bond, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

5. No right of action shall accrue on the Bond to or for the use of any person or corporation other than Obligees named herein or the heirs, executors, administrators, or successors of the Obligees.

6. Obligations of Surety shall not be affected by any changes or alterations which may be made to the terms of the Subcontract Agreement or the work to be performed, any time extensions granted for the performance of the Subcontract Agreement, or any forbearance on the part of Obligees. Surety hereby waives notice of such extensions of forbearance, and of any change to the Subcontract Agreement.

7. Surety shall not be liable to Obligees in excess of the Bond Penal Sum, as such Bond Penal Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, 20____.

Subcontractor as Principal:

(Company Name) (seal)

Signature: _____
Print Name: _____ **Title:** _____

Surety:

(Surety) (seal)

Signature: _____
Print Name: _____ **Title:** _____

(Bonds must include a notarized Power of Attorney authorizing the above signature on behalf of Surety)



Project: {Projects.Name}
Subcontractor: {ToCompany.Name}

