



Subcontract Information Sheet

Subcontract

- Enclosed is your Subcontract.
- Do not make any changes to the Subcontract provisions or exhibits. Any change requests must be submitted as an amendment.
- The executed document must be received by _____ within ten (10) working days for signature.
- Facsimile or email copies will be accepted to facilitate timely mobilization.
- We will return a copy of the executed document to you.

Compliance Documents

Current copies of the following documentation must be submitted and approved before you arrive on site. All compliance documents must be received by _____ and be fully compliant before any payment will be made.

- Certificate(s) of Insurance.
- Declarations Page(s) from your General Liability Policy including a complete and accurate forms listing.
- Copies of the following General Liability Policy endorsements / exclusions.
 - Residential Exclusion, if any.
 - Wrap (OCIP/CCIP) Exclusion, if any.
 - Additional Insured Endorsement.
 - Waiver of Subrogation.
- A complete list, in the form of Exhibit A.3, of Subcontractor's subcontractors, suppliers and consultants of any tier.
- Any applicable city (or local jurisdiction) license requirements, including but not limited to the following.
 - Projects in Oregon
 - State Contractor's Board License.
 - Projects in Washington
 - Labor & Industries Premium Status Letter.
 - Labor & Industries Registration.
- W-9 Request for Taxpayer Identification Number and Certification. (Reference: <http://www.irs.gov/pub/irspdf/fw9.pdf>)

Payment

- Refer to Section 5 of the Subcontract for payment terms and submission dates.

Important Contacts

WALSHCONSTRUCTION.COM

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Equal Employment Opportunity

To Whom It May Concern,

does not discriminate against any employee or applicant for employment because of race, creed, color, age, sexual orientation, marital status, sex, or national origin. also abides by the requirements of 41 CFR § 60 741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and 41 CFR § 60-300.5(a), which prohibits discrimination against qualified protected veterans on the basis of disability. takes affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. also takes all actions required by law to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sexual orientation, marital status, sex, or national origin, including without limitation employment, upgrading, demotion, transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

prohibits any harassment of employees/subcontractors/suppliers based on race, creed, color, age, sexual orientation, marital status, sex, national origin, disability or veteran's status. If you or any of your employees are subjected to harassment, report the incident immediately to your contact. Reports will be investigated promptly and fairly, and the necessary disciplinary actions will be taken.

We look forward to working with you.

Sincerely,



THIS AGREEMENT made as of _____ ("Effective Date") by and between _____ ("Contractor") and _____

Subcontractor:

Address:
City, State, Zip:
Phone:
Fax:

License Number(s):
Federal ID Number:
Organization Type:

for the _____ ("Project") being constructed for _____ ("Owner"). Contractor and Subcontractor agree as follows.

1. The Subcontract Work

1.1 The Work

Contractor has entered into a contract with Owner (the "Prime Contract") for the furnishing of labor, materials, equipment, and services in connection with the construction of the Project (the "Work" as defined in the Prime Contract). References to Contractor in the Prime Contract as the "General Contractor", "Design-Builder", "Construction Manager/General Contractor", or similar titles shall be deemed to be references to Contractor for purposes of this Agreement. All capitalized terms not otherwise defined in this Agreement have the meanings given in the Prime Contract.

1.2 The Subcontract Work

Subcontractor agrees to provide, furnish, and pay for all labor, services, materials, supplies, equipment, tools, and supervision as necessary to construct the following portion of the Work, except to the extent specifically indicated in the Subcontract (as defined in Section 1.4) to be the responsibility of others (the "Subcontract Work"):

Specifically includes, but is not limited to:

Specifically excludes:

Schedule of Values	Phase	CT	Unit	Unit Cost	Qty	Retainage	Cost
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Subcontractor will construct and perform the Subcontract Work in accordance with the Subcontract Documents (as defined in Section 1.4). The Subcontract Work, including without limitation all workmanship and materials, is subject to the approval and satisfaction of Owner, Contractor, and Architect. Subcontractor acknowledges and agrees that Contractor is not a guarantor of the amount or nature of the Subcontract Work.

1.3 Perform the Work of the Prime Contract

Subcontractor shall construct the Work, within the scope of the Subcontract Work, to the same extent that Contractor is bound to Owner to construct the Work. Subcontractor acknowledges that a copy of the Prime Contract and its Contract Documents have been made available to Subcontractor for its review.

1.4 Subcontract Documents

The Subcontract Documents consist of (i) this Agreement; (ii) the Prime Contract and its Contract Documents; (iii) modifications to the Prime Contract issued after its effective date, whether before or after the Effective Date of this Agreement; (iv) other documents listed in Section 1.5 of this Agreement; (v) Amendments issued after the Effective Date of this Agreement; (vi) Subcontract Change Orders (as defined in Section 7.2); and (vii) Subcontract Change Directives (as defined in Section 7.3). These form the Subcontract, and are as fully a part of the Subcontract as if attached to or repeated in this Agreement. The Subcontract may be amended or modified only by an Amendment, Subcontract Change Order, or Subcontract Change Directive as provided in Section 7 of this Agreement. Subcontractor binds itself to Contractor by the terms and conditions of the Prime Contract and its Contract Documents in the same manner and to the same extent that Contractor is bound to Owner.

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1.5 Exhibits

The following documents are incorporated into the Subcontract as Subcontract Documents. Notwithstanding the foregoing, any exhibits listed in this Section 1.5 that were provided by Subcontractor, including without limitation proposals, quotes, and scope clarifications, are incorporated into the Subcontract only to the extent related to the scope of the Subcontract Work. Any non-scope provisions, including without limitation terms and conditions, are not incorporated and are not part of the Subcontract.

- Exhibit A.1 - Insurance Requirements
- Exhibit A.2 - Warranty Certification
- Exhibit A.3 - Subtier Subcontractors and Suppliers
- Exhibit A.4 - Application for Payment
- Exhibit A.5 - Subcontractor Safety Policy
- Exhibit B - Special Conditions
- Exhibit C - Drawings & Specs Enumeration
- Exhibit D - Receipt of Schedule
- Exhibit E - Scope of Work
- Exhibit F - Reporting Requirement

1.6 Subcontractor's Representations

Subcontractor represents that it (i) has carefully reviewed the Subcontract and Subcontract Work, (ii) has performed an independent and detailed inspection of the Project site, (iii) is familiar with local conditions under which the Subcontract Work is to be performed, (iv) has reviewed tests, surveys, and studies furnished by Owner and Contractor, (v) has reviewed all other information reasonably available to Subcontractor that is relevant to performance of the Subcontract Work and the Subcontract, (vi) has correlated personal observations with requirements of the Subcontract, and (vii) agrees that the Subcontract Time (as defined in Section 6.1) is a reasonable period in which to perform the Subcontract Work and that the Subcontract Sum (as defined in Section 5.1) is reasonable compensation for the Subcontract Work. Before commencing each portion of the Subcontract Work, Subcontractor will carefully study and compare the Subcontract relative to that portion of the Subcontract Work. Subcontractor will promptly report to Contractor, in a request for information, any errors, inconsistencies, or omissions discovered by or made known to Subcontractor.

1.7 Submittals and Design Services

1.7.1 Submittals

Subcontractor must comply with the submittal schedule provided by Contractor, if any. Subcontractor will otherwise promptly submit all shop drawings, including revisions, and other necessary Project documents to Contractor. Contractor's review of shop drawings, revisions, and other documents from Subcontractor does not relieve Subcontractor from any of its obligations under the Subcontract or give rise to any cause of action in favor of Subcontractor or third parties against Contractor or Owner.

1.7.2 Design Services

To the extent that the Subcontract Work includes professional design services, Subcontractor will provide the design and design services necessary to satisfactorily complete the Subcontract Work in accordance with all applicable statutes, ordinances, regulatory requirements, codes, terms and provisions of the Subcontract, and information, design, or performance criteria otherwise expressed in or reasonably inferable from the Subcontract. Subcontractor will obtain and pay for all permits, fees, licenses, inspections, and testing related to portions of the Subcontract Work designed by or on behalf of Subcontractor. Design services and designs provided by or on behalf of Subcontractor will be procured from design professionals licensed or registered as required by the laws of the state where the Project is located, and the signature and seal of each design professional must appear on all applicable drawings, calculations, specifications, certifications, shop drawings, and other submittals. Contractor is entitled to rely on the accuracy, adequacy, and completeness of all designs, design documents, and submittals from Subcontractor, its Associated Parties (as defined in Section 2.5.1), or any of their respective design professionals. Subcontractor will carefully analyze the Subcontract and will coordinate its designs and submittals, including those prepared by its Associated Parties, with those of all others whose work or design may interface with Subcontractor's design to avoid inconsistencies and conflicts with the work or design of others and to ensure adherence to and fulfillment of the requirements of the Subcontract.

1.7.3 License

Subcontractor grants to Contractor copyright, ownership, license and other rights relating to the Subcontractor's designs, drawings, specifications, reports or other work product (the "Instruments of Service") in the same manner and to the same extent as the Contractor has granted such rights to the Owner in the Prime Contract. To the extent that the Prime Contract does not require such grants, Subcontractor grants to the Contractor a limited, non-exclusive, irrevocable license to use the Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project.



1.7.4 Royalties and License Fees

Subcontractor will pay all royalties or license fees that may become due by reason of inclusion of any patented or copyrighted materials, methods, or systems into the Work by Subcontractor, its Associated Parties, or those for whom they are responsible.

1.7.5 Indemnity

To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties (as defined in Section 9.1) and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) arising out of or relating to any patented or copyrighted materials, methods, designs, or systems incorporated into the Subcontract Work by Subcontractor, its Associated Parties, or those for whom they are responsible.

1.8 Building Information Modeling and Digital Data

1.8.1 Provision

Subcontractor may ask Contractor to provide certain plans, specifications, models, or other documents in electronic form ("Digital Data"). Subcontractor recognizes that the creation, ownership, transmission, modification, and use of Digital Data may be governed by protocols established in the Prime Contract ("Digital Data Protocols") and assumes any and all obligations to Contractor that Contractor may have assumed to third parties concerning the creation, ownership, transmission, modification, and use of Digital Data. If not subject to Digital Data Protocols, Subcontractor understands that Digital Data is not intended to be used for construction and is not a Contract Document or Subcontract Document.

1.8.2 Restrictions on Use

Subcontractor agrees not to use Digital Data for any purpose or project other than execution of the Subcontract Work. Under no circumstance is the transfer of Digital Data for Subcontractor's use to be deemed a sale by Contractor, and Contractor makes no warranties - expressed or implied - of merchantability or fitness for any particular purpose of any Digital Data. Subcontractor agrees, as a condition of forwarding Digital Data to any nonparty, to require that nonparty to agree in writing to the obligations, terms, and conditions of this Section 1.8.

1.8.3 Release and Indemnity

Any use of Digital Data that does not comply with, or is not subject to, the Digital Data Protocols is at the sole risk of Subcontractor and will not result in liability to Contractor. To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) to the extent arising out of or relating to (i) the failure of the Subcontractor, its Associated Parties, or those for whom they are responsible to comply with Digital Data Protocols or (ii) the creation, ownership, transmission, modification, and use of Digital Data by Subcontractor, its Associated Parties, or those for whom they are responsible that is not subject to the Digital Data Protocols.

2. Subcontractor

2.1 Competence and Licensure

Subcontractor represents that it is and will remain (i) lawfully licensed as a construction contractor as required in the jurisdiction where the Project is located, and (ii) qualified to perform the Subcontract Work. Subcontractor will ensure and certify that all its Associated Parties are similarly licensed and qualified. Failure of Subcontractor or of any of its Associated Parties to maintain any required license while the Subcontract is in effect will be a material breach of the Subcontract.

2.2 Independent Contractor

Subcontractor represents that it is and will continue to be an independent contractor and employing unit subject to all applicable tax, social security, wage-and-hour, and unemployment compensation statutes, rules, and regulations. Subcontractor will keep records, submit reports and filings, and pay all taxes and contributions required as an independent employer.

2.3 Permits, Licenses, Fees, and Inspections

Unless otherwise provided in the Subcontract, Contractor will furnish the building permit. Subcontractor will secure and pay for all other permits, fees, licenses, and inspections by government agencies (i) applicable to its business, and (ii) necessary for proper execution and completion of the Subcontract Work. Subcontractor will perform the Subcontract Work in compliance with all permits.



2.4 Compliance with Laws

Subcontractor will comply with and give all notices required by laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities ("Laws") applicable to its business and to performance of the Subcontract Work. If Subcontractor performs Subcontract Work contrary to applicable Laws, Subcontractor will assume appropriate responsibility for that Subcontract Work and will bear all costs reasonably necessary for its mitigation or correction.

2.5 Responsibility for Associated Parties

2.5.1 Written Agreement Requirements

Subcontractor must enter into appropriate written contracts for any portion of the Subcontract Work that Subcontractor awards to any sub-subcontractors, suppliers, design professionals, or consultants (collectively, "Associated Parties"). The written contracts will require that each Associated Party assume toward Subcontractor all obligations within the scope of its portion of the Subcontract Work that Subcontractor assumes toward Contractor. The written contracts will also require that each Associated Party be bound to Subcontractor by the terms and conditions of the Subcontract, including without limitation the terms and conditions of the Prime Contract, in the same manner that Subcontractor is bound to Contractor.

2.5.2 Supervision

Subcontractor will use its best skill and attention to supervise, coordinate, direct, and inspect any portion of the Subcontract Work performed by an Associated Party. As between Subcontractor and any Associated Party, Subcontractor will be responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Subcontract Work under the Subcontract, unless the Subcontract gives other specific instructions concerning these matters. Subcontractor will be responsible for inspection of portions of the Work already performed to determine whether those portions are in proper condition to receive subsequent Subcontract Work.

2.5.3 Documentation Available

Upon request of Contractor, Subcontractor will promptly submit (i) true and complete copies of any sub-subcontracts, supply agreements, and consulting agreements with Associated Parties, (ii) evidence of any Associated Party's insurance coverage and limits in a form as may be designated by Contractor, and (iii) waivers and releases of liens and bond claims executed by Associated Parties.

2.5.4 Responsibility

Subcontractor is responsible to Contractor for all acts and omissions of its Associated Parties, and those for whom they are responsible, relating to or in connection with the Subcontract Work and the Subcontract.

2.6 Nondiscrimination

Subcontractor may not discriminate against any employee or applicant for employment because of race, creed, color, age, sexual orientation, marital status, sex, or national origin. Subcontractor will also abide by the requirements of 41 CFR § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and 41 CFR § 60-300.5(a), which prohibits discrimination against qualified protected veterans on the basis of disability. Subcontractor will take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Subcontractor will also take all actions required by law to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sexual orientation, marital status, sex, or national origin, including without limitation employment, upgrading, demotion, transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2.7 Bonds

Contractor, in its sole discretion but before Subcontractor's commencement of the Subcontract Work, may require Subcontractor to provide payment and performance bonds for the Subcontract Work. Contractor will pay the cost of the bonds, without markup by Subcontractor. If Contractor requires payment and performance bonds for the Subcontract Work, Subcontractor may not commence the Subcontract Work until an acceptable bond is posted.

2.8 Insurance

Subcontractor must provide the types of insurance coverage and policy limits required of Contractor in the Prime Contract and its Contract Documents. In all events, however, Subcontractor's insurance must comply with the requirements set out in Exhibit A.1.

2.9 Third-Party Requirements

Subcontractor acknowledges that the Project may be subject to certified payroll, sustainability, and MWESB requirements. Subcontractor agrees to participate in or support those programs, including payment of any prevailing wages or any other wage requirements included in the Subcontract, and provide the data required to comply with them.

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3. The Site

3.1 Differing Site Conditions

3.1.1 Responsibility of Subcontractor

Subcontractor will give prompt written notice to Contractor about any conditions at the Project site about which Subcontractor was previously unaware that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Subcontract, or (ii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and that are not generally recognized as inherent in construction activities of the character provided for in the Subcontract (either, a "Differing Site Condition"). Subcontractor must not disturb, conceal, or destroy any Differing Site Condition unless and until directed by Contractor to do so.

3.1.2 Claims

Claims for an adjustment to the Subcontract Sum or the Subcontract Time because of a Differing Site Condition must be made in accordance with Section 7. Nothing in this Section 3 gives Subcontractor the right to an increase in the Subcontract Sum or extension of the Subcontract Time merely because of Subcontractor's discovery of a Differing Site Condition. In no event is Subcontractor entitled to an increase in the Subcontract Sum or an extension of the Subcontract Time as a result of a Differing Site Condition if Subcontractor (i) disturbs, conceals, or destroys the Differing Site Condition before being directed to do so by Contractor, (ii) fails to give written notice of such claims to Contractor within three working days of discovery of a Differing Site Condition, or (iii) should have reasonably discovered the Differing Site Condition in its inspection of the Project site or Subcontract Documents.

3.2 Hazardous Materials

3.2.1 Responsibility for Hazardous Materials

Subcontractor is responsible for compliance with any requirements included in the Subcontract, including without limitation the obligations that Contractor assumes to Owner under the Prime Contract and its Contract Documents, regarding any substance regulated, classified, or otherwise characterized as radioactive, infectious, hazardous, dangerous, or toxic, or by words of similar meaning or effect, by any Laws currently in effect or subsequently enacted (jointly, "Hazardous Materials"). With respect to Hazardous Materials to be used during the course of the Subcontract Work by Subcontractor, Subcontractor's Associated Parties, or anyone directly or indirectly employed by them, Subcontractor will give written notice of their chemical composition to Contractor in sufficient detail and time to permit compliance by Contractor, other subcontractors, and other employers on the Project site with any Laws regarding the Hazardous Materials. Subcontractor must also implement and enforce a program to inventory and properly store and secure all Hazardous Materials that may be used during the course of the Subcontract Work, maintain available for inspection at the Project site all material safety data sheets, and comply with all regulations required by Laws for the storage, use, and disposal of Hazardous Materials. The program must provide for notification of all personnel of potential hazards.

3.2.2 Release of Hazardous Materials

In the event of a release or discovery of a preexisting release of Hazardous Materials, Subcontractor must immediately upon discovery cease the Subcontract Work in that area of the Project site where the released Hazardous Materials are or reasonably appear to be. Upon ceasing the Subcontract Work in these circumstances, Subcontractor must take any emergency actions as necessary to contain the suspected Hazardous Materials, must take any temporary measures as necessary to secure the involved area of the Project site from further disturbance, and must notify Contractor as soon as reasonably possible.

3.2.3 Indemnity

To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) arising out of or relating to any Hazardous Materials introduced to the Project site by Subcontractor, its Associated Parties, or those for whom they are responsible. The term "introduce" means to physically place or transport Hazardous Materials in, on, or around the Project site regardless of whether the Hazardous Materials were specified, required, or otherwise addressed in the Subcontract.

3.3 Wetlands and Archaeological Sites

3.3.1 Responsibility for Wetlands and Archaeological Sites

Subcontractor is responsible for compliance with any requirements included in the Subcontract regarding wetlands and archaeological sites. Immediately upon discovery of conditions that may be wetlands or an archaeological site, Subcontractor must cease the Subcontract Work. Upon ceasing the Subcontract Work in these circumstances, Subcontractor will take any emergency actions as necessary to maintain the suspected wetlands or archaeological site, must take any temporary measures as necessary to secure the involved area of the Project site from further disturbance, and must notify Contractor as soon as reasonably possible.

3.3.2 Indemnity

To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) that Contractor incurs if Subcontractor, its Associated Parties, or those for whom they are responsible fail to perform their obligations under this Section 3.3.

3.4 Cooperation with Third Parties**3.4.1 Conduct and Performance of the Subcontract Work**

Subcontractor agrees to perform the Subcontract Work and otherwise conduct itself at the Project site in a businesslike, expeditious, and cooperative manner such that Owner, Contractor, Subcontractor, and the other contractors, subcontractors, suppliers, and third parties may properly, efficiently, and timely complete the Project.

3.4.2 Use of the Project Site

Subcontractor agrees that Owner, Contractor, and other subcontractors may occupy or use that portion of the Project site in which Subcontractor performs the Subcontract Work before (i) Subcontractor has completed the Subcontract Work, or (ii) it has been accepted by Owner. Subcontractor is not entitled to an increase in the Subcontract Sum or extension of the Subcontract Time on account of the occupancy or use.

3.5 Cleanup and Debris

Subcontractor will keep the portions of the Project site in which it performs the Subcontract Work cleared and orderly at all times and will remove all debris from those portions of the Project site. Subcontractor will reimburse Contractor for cleanup costs necessitated by Subcontractor's failure to keep the Project site cleared, clean, orderly, and free of debris.

3.6 Contractor's Equipment**3.6.1 Equipment Use**

Contractor may, in its sole discretion, allow Subcontractor to use equipment owned, leased, or rented by Contractor or its related entities ("Contractor's Equipment"). To the extent that Subcontractor uses Contractor's Equipment, it is subject to the license and conditions of this Section 3.6.

3.6.2 License

Contractor grants Subcontractor a non-exclusive, revocable license during the term of the Subcontract to use Contractor's Equipment for the sole purpose of performing the Subcontract Work, subject to prior approval of such use (in each instance) by Contractor. Subcontractor has no right to grant sublicenses to others and may not transfer this license or any right under this license. This license does not restrict Contractor, its related entities, or other licensees from using Contractor's Equipment.

3.6.3 Duties

Subcontractor (i) accepts responsibility for all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind to the extent caused by or arising from Subcontractor's exercise of its license or use of Contractor's Equipment by Subcontractor, its Associated Parties, or those for whom they are responsible, (ii) will take all available precautions to ensure the safety of its employees and others, (iii) will not allow its Associated Parties or those for whom they are responsible to use Contractor's Equipment without (in each instance) the prior written approval of Contractor, (iv) will comply with all applicable safety policies, (v) will comply with all applicable Laws, (vi) will conduct its own, independent safety and operational inspection of Contractor's Equipment prior to each use, and (vi) will return Contractor's Equipment in the same condition received.

3.6.4 Restrictions on Use

Subcontractor agrees not to use Contractor's Equipment for any purpose other than performing the Subcontract Work. If Subcontractor's inspections or use of an item of Contractor's Equipment reveal defects or dangerous conditions, Subcontractor must cease using that Contractor's Equipment. Upon ceasing its use in these circumstances, Subcontractor must secure Contractor's Equipment and must notify Contractor as soon as reasonably possible. Subcontractor does not have the right to alter or repair Contractor's Equipment. No data or information provided on, with, or for an item of Contractor's Equipment may be interpreted to be a warranty or a representation of the current status, operability, or safety of that Contractor's Equipment. Contractor makes no warranties - expressed or implied - of merchantability or fitness for any particular purpose for Contractor's Equipment.



3.6.5 Release and Indemnity

Subcontractor assumes all obligations to Contractor that Contractor assumes to third parties who own, lend, or provide Contractor's Equipment. Subcontractor expressly releases Contractor and its related entities from all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities arising out of or relating to any use of Contractor's Equipment by Subcontractor, its Associated Parties, or those for whom they are responsible. To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) to the extent arising out of or relating to the exercise of the license granted under this Section 3.6 or any use of Contractor's Equipment by Subcontractor, its Associated Parties, or those for whom they are responsible.

4. Project Safety

4.1 Safety

Subcontractor must (i) take all available safety precautions with respect to performance of the Subcontract, (ii) comply with the Subcontractor Safety Policy set out in Exhibit A.5, and any supplemental Project-specific policies that Contractor may issue, and (iii) comply with all applicable Laws for the safety of persons and property. If the Subcontractor Safety Policy set out in Exhibit A.5, or any supplemental Project-specific policies, provides a more stringent policy than any Laws, Subcontractor must comply with the more stringent policy. In addition to the requirements set forth in this Section 4.1, Subcontractor must take independent actions to provide for the safety and protection of laborers and others at the Project site and wherever else the Subcontract Work and the Subcontract are performed.

4.2 Alcohol, Drugs, and Firearms

4.2.1 Prohibition of Alcohol, Drugs, and Firearms

Subcontractor must provide only unimpaired, drug and alcohol-free employees on the Project site. Subcontractor will not permit the use or introduction of alcoholic beverages, marijuana, illegal drugs, prescription drugs without proof of a valid prescription, or firearms at the Project site.

4.2.2 Drug and Alcohol Testing

Upon request of Contractor, Subcontractor will administer drug and alcohol testing of its employees and will promptly deliver to Contractor the results of the testing. Testing will be conducted according to procedures set forth in Exhibit A.5, Subcontractor Safety Policy.

4.3 Owner Programs

Subcontractor acknowledges that personnel performing work at the Project site may be subject to any Owner-mandated policies and programs, including without limitation safety policies, drug testing and criminal background checks. Subcontractor must comply with any policies and programs issued by Owner and agrees to participate in or support those policies and programs.

5. Compensation and Payment

5.1 Subcontract Sum

Contractor will pay Subcontractor in current funds for performance of the Subcontract the "Subcontract Sum" of

USD, subject to additions and deductions as provided in the Subcontract. Subcontractor agrees to accept the Subcontract Sum as full compensation for (i) the performance of the Subcontract Work, (ii) all taxes, fees, assessments, and premiums related to the Subcontract Work, and (iii) all risks of any kind associated with the Subcontract Work. If all or a portion of the Subcontract Work is on a unit-price basis, the agreed-upon unit prices must be incorporated in the Subcontract as an exhibit.

5.2 Progress Payments

Subject to the conditions of payments in Section 5.4, Contractor will pay Subcontractor by the last day of each month based on Owner's estimate of the percentage of the Subcontract Work performed, less retainage as specified in Section 1.2 against the total payment amount ("Progress Payments"). To be eligible for payment by the last day of a month, Subcontractor must submit an application for payment to Contractor by the 20th day of the previous month. All applications for payment must be made in accordance with Exhibit A.4.

5.3 Final Payment

Subject to the conditions of payments in Section 5.4, Final Payment, constituting the entire unpaid balance of the Subcontract Sum, together with retainage, will be due 30 calendar days after Contractor has collected full payment for the Subcontract Work from Owner.



5.4 Conditions of Payments

5.4.1 Conditions Precedent

Contractor's collection of Owner's payment for certain Subcontract Work is a condition precedent to Contractor's obligation to pay Subcontractor for that Subcontract Work. Contractor therefore has no obligation to pay Subcontractor any Progress Payment or Final Payment unless (and only to the extent that) Contractor has collected payment from Owner. Unless and until Contractor collects payment from Owner of any amount claimed by Subcontractor, the provisions of this Section 5.4 will apply without limitation to (i) all claims for payment that Subcontractor has or may have against Contractor, and (ii) claims for payment that Subcontractor has or may have against any surety on any bond furnished to Owner. Subcontractor agrees that Contractor's surety is an intended third-party beneficiary of this Section 5.4. Nothing in this Section 5.4.1 prohibits Subcontractor from perfecting its lien rights, if any, in accordance with applicable Laws.

5.4.2 Payment of Associated Parties

Neither Progress Payments nor Final Payment will be due if and to the extent that Subcontractor has not fully paid its Associated Parties for all amounts due to them, including without limitation from all of Contractor's prior payments to Subcontractor for the Associated Parties' work.

5.4.3 Documents Required for Payment

Neither Progress Payments nor Final Payment will become due until Subcontractor submits to Contractor (i) an updated list, in the form of Exhibit A.3, of all of Subcontractor's Associated Parties, (ii) waivers and releases of liens and bond claims executed by Subcontractor, (iii) if requested by Contractor, waivers and releases of liens and bond claims executed by Associated Parties, (iv) data substantiating Subcontractor's right to payment as Contractor may require, and (v) other forms and data to the extent and in a form that may be designated by Contractor in the Subcontract.

5.5 No Acceptance by Payment

No Final Payment or Progress Payment to Subcontractor constitutes or implies acceptance of any portion of Subcontractor's Work by Contractor or by Owner.

5.6 Withholding of Payment and Direct Payment

5.6.1 Withholding of Payment

Contractor may withhold all or a portion of any Progress Payment and Final Payment in reasonable amounts if (i) claims are submitted to Contractor or Owner alleging fault of Subcontractor, its Associated Parties, or those for whom they are responsible, (ii) Contractor asserts a claim against Subcontractor, its Associated Parties, or those for whom they are responsible, (iii) Contractor has paid Subcontractor in accordance with the terms of the Subcontract, but Contractor has a reasonable belief that Subcontractor has failed to meet a payment obligation to any of its Associated Parties or those for whom Subcontractor is responsible, (iv) Contractor has made payments in accordance with the terms of the Subcontract, but liens are filed against the Project by Subcontractor, its Associated Parties, or those for whom they are responsible, (v) Subcontractor refuses or fails to submit the documentation required by Section 5.4.3, (vi) Subcontractor fails to maintain insurance coverage in accordance with Section 2.8, (vii) Subcontractor does not commence and continue correction of Subcontract Work that fails to comply with the requirements of the Subcontract in accordance with Section 8.3, or (viii) Subcontractor fails to perform its obligations or duties under the Subcontract.

5.6.2 Direct Payment

Contractor reserves the right to pay Subcontractor's Associated Parties directly or by joint-payee checks. Subcontractor agrees to accept joint-payee checks and endorse them over to the Associated Parties and to credit the amount of any joint-payee check or direct payment against the Subcontract Sum.

5.7 Subcontractor's Payment Obligations and Indemnity

5.7.1 Duty to Pay

Subcontractor will deliver the Subcontract Work free from all claims, encumbrances, and liens. Subcontractor will hold payments it receives from Contractor for performance of the Subcontract Work in trust to pay promptly for labor, material, and other equipment used in connection with the Subcontract Work. No payments will be diverted to apply to any of Subcontractor's obligations for other projects or for other purposes. Subcontractor will promptly pay its Associated Parties in accordance with applicable Laws.

5.7.2 Indemnity

To the extent that Contractor has made payments in accordance with the terms of the Subcontract, and to the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) that Contractor incurs if Subcontractor fails to perform its obligations under this Section 5.7.



6. Subcontract Time and Schedule

6.1 Subcontract Time

Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract for Substantial Completion of the Subcontract Work described in the Subcontract. Time is of the essence regarding Subcontractor's performance under the Subcontract. The Subcontractor's date of commencement is identified in the Project schedule and is the date from which the Subcontract Time is measured. The Subcontract Work shall be substantially completed in accordance with the Project schedule, subject to adjustments of this Subcontract Time as provided in the Subcontract.

6.2 Timely Performance of Subcontract Work

Subcontractor will commence, perform, and complete the Subcontract Work within the Subcontract Time and as required in the Project schedule. If at any time, in Contractor's discretion, it appears that Subcontractor is (i) delayed, (ii) otherwise in jeopardy of failing to substantially complete the Subcontract Work within the Subcontract Time, or (iii) otherwise delaying the Project, Contractor can require Subcontractor to submit a recovery plan and take whatever action is necessary to accelerate the Subcontract Work. It is a default under the Subcontract if Subcontractor fails to provide an adequate recovery plan (as determined by Contractor in its sole discretion) to Contractor within three working days of Contractor's request. If Subcontractor fails to perform according to the recovery plan accepted by Contractor with diligence and promptness, Contractor may, without prejudice to any other remedy that Contractor may have, complete the Subcontract Work and deduct the reasonable cost thereof from payments then or thereafter due to Subcontractor.

6.3 Liability and Indemnity

Subcontractor is responsible for any delays and resulting costs and damages, including without limitation all liquidated damages, incurred by Contractor as a result of Subcontractor's breach of the Subcontract or negligent or unexcused failure to timely commence, perform, or complete the Subcontract Work within the Subcontract Time or as required in the Project schedule. To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) arising out of or relating to any such breach, negligence, or other unexcused failure to perform within the Subcontract Time or as required by the Project schedule. These damages will be assessed against Subcontractor only to the extent caused by Subcontractor, its Associated Parties, or those for whom they are responsible, and in no case for delays or causes arising outside the scope of the Subcontract.

7. Changes to the Subcontract Work

7.1 General

Subcontractor may be ordered in writing by Contractor, without invalidating the Subcontract, to change the Subcontract Work. Subcontractor agrees to change the Subcontract Work and to perform extra work as ordered by Contractor. No adjustments to the Subcontract Sum or the Subcontract Time may be made for any changes performed by Subcontractor that have not been ordered or authorized by Contractor in a Subcontract Change Order.

7.2 Subcontract Change Order

Any adjustment in the Subcontract Sum or Subcontract Time must be authorized by a Subcontract Change Order, a written instrument prepared by Contractor and signed by both Contractor and Subcontractor stating the agreement on the change in the Subcontract Work and Subcontract Time.

7.3 Subcontract Change Directive

A Subcontract Change Directive is a written order prepared and signed by Contractor, directing a change in the Subcontract Work before an agreement on adjustment, if any, in the Subcontract Sum or Subcontract Time, or both. A Subcontract Change Directive is to be used in the absence of total agreement on the terms of a Subcontract Change Order. Contractor may by Subcontract Change Directive, without invalidating the Subcontract, order changes in the Subcontract Work within the general scope of the Subcontract consisting of additions, deletions, or other revisions.

7.4 Prime Contract Changes

7.4.1 Changes Bind Subcontractor

Subcontractor will be bound by any additions, deletions, and revisions in the Subcontract Work required by modifications to the Prime Contract issued by Owner after the Effective Date of the Subcontract, in the same way and to the same extent that Contractor is bound to Owner.

7.4.2 Claims for Adjustment

Before commencing any changed or revised Subcontract Work, Subcontractor must submit promptly to Contractor a written claim for adjustment to the Subcontract Sum and Subcontract Time for revised Subcontract Work in a manner consistent with the requirements of the Subcontract and the Prime Contract. Claims for adjustment must be received by Contractor at least five working days before the time by which Contractor's claim for adjustment must be made under the Prime Contract. Subcontractor's failure to submit a timely claim will bind Subcontractor to the same consequences as those to which Contractor is bound.



7.4.3 Adjustments to the Subcontract Sum and Subcontract Time

The Subcontract Sum and the Subcontract Time may be equitably adjusted as a result of changed or revised Subcontract Work, but Subcontractor will be entitled to adjustments in the Subcontract Sum or the Subcontract Time only as allowed by Owner for changed or revised Subcontract Work required by Owner. An extension of time by Owner is an express condition precedent of any obligation of Contractor to provide Subcontractor with an extension of the Subcontract Time. Owner's payment to Contractor is an express condition precedent of Contractor's obligation to increase the Subcontract Sum.

7.5 Subcontractor-Requested Changes

7.5.1 Claim for Adjustment

Before commencing any changed or revised Subcontract Work, Subcontractor must submit promptly to Contractor a written claim for adjustment to the Subcontract Sum and Subcontract Time for the revised Subcontract Work in a manner consistent with requirements of the Subcontract and the Prime Contract.

7.5.2 Acceleration and Delay

In no event may Subcontractor be entitled to an increase in the Subcontract Sum or an extension of the Subcontract Time because of acceleration or delay claims unless Subcontractor has given written notice of the claims to Contractor within three working days after commencement of the claimed acceleration or delay. This Section 7.5.2 is limited by RCW 4.24.360, to the extent applicable to this Subcontract.

7.5.2.1 Caused by Subcontractor

Subcontractor shall not be entitled to an increase in the Subcontract Sum or an extension of the Subcontract Time for any acceleration or delay to the extent caused by Subcontractor, its Associated Parties, or those for whom they are responsible.

7.5.2.2 Caused by Contractor

Nothing in this Section 7.5 entitles Subcontractor to an increase in the Subcontract Sum or an extension of the Subcontract Time merely because of schedule changes ordered by Contractor.

8. Warranties

8.1 Warranties

Subcontractor will provide Contractor with warranties and guaranties, whether express or implied, to the same extent and for the same periods that Contractor is obligated to provide them to Owner. To the extent that the Prime Contract does not require express warranties or guaranties, Subcontractor warrants that (i) it will construct and perform the Subcontract Work a workmanlike manner according to all specifications and industry standards and (ii) the Subcontract Work will conform to the requirements of the Subcontract and will be free of defects and nonconformities in materials and workmanship. As a condition of Final Payment, Subcontractor must submit a certification of warranty, in the form attached as Exhibit A.2, together with other warranty information to the extent and in a form that may be designated by Contractor. All warranties must be in effect no later than - and as a condition of - the Project's Substantial Completion.

8.2 Warranty Maintenance

Subcontractor will ensure that manufacturer warranties for equipment, goods, and materials are in effect as of the date of Substantial Completion of the Project, including without limitation providing post-installation protection, service, and maintenance necessary to obtain and maintain all warranties.

8.3 Correction of Subcontract Work

Subcontractor will promptly correct Subcontract Work rejected by Owner, Contractor, or Architect, or that fails to conform to the requirements of the Subcontract, whether discovered before or after Substantial Completion of the Project and whether or not fabricated, installed, or completed. Costs of correcting rejected Subcontract Work, including additional testing and inspections, the cost of uncovering, recovering, and replacement, and reasonable and necessary compensation for Owner's, Contractor's, and Architect's services and expenses made necessary by the rejected Subcontract Work, are at Subcontractor's expense. The period for correction of the Subcontract Work is equal to the period required of Contractor in the Prime Contract or one calendar year, whichever is greater, but will be extended (i) with respect to portions of the Subcontract Work first performed after Substantial Completion of the Project by the period between Substantial Completion of the Project and the actual completion of that portion of the Work and (ii) by corrective Work performed by Subcontractor under this Section 8.3. The remedy provided in this Section 8.3 is independent of any warranties of Subcontractor, its Associated Parties, or product manufacturers.



8.4 Contractor's Remedy

If Subcontractor defaults or neglects to carry out the Subcontract Work in accordance with the Subcontract and fails within five working days after delivery of written notice from Contractor to commence and continue correction of the default or neglect with diligence and promptness, Contractor may, without prejudice to any other remedy that Contractor may have, make good these deficiencies and Subcontract Work and may deduct their reasonable cost from payments then or thereafter due to Subcontractor. If the cost to correct the deficiencies exceeds the amounts due to Subcontractor, Subcontractor must pay the excess to Contractor within 10 calendar days of written request.

9. Indemnity

9.1 All Projects

Subcontractor will defend, reimburse, and indemnify Contractor, Owner, any other person or entity that Contractor is required to indemnify under the Prime Contract, and their respective subsidiaries, related entities, shareholders, representatives, officers, directors, agents, and employees (collectively, the "Indemnified Parties") and hold them harmless to the same extent that Contractor is obligated to defend, reimburse, and indemnify Owner and hold it harmless in the Prime Contract. In addition, to the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) arising out of or relating to the Subcontract or the Subcontract Work to the extent caused by or contributed to by Subcontractor, its Associated Parties (including those for whom they are responsible) for their (i) breach of or failure to perform any provision of the Subcontract, (ii) violation of any Laws, or (iii) negligence or fault. Subcontractor's obligations under this section apply without limitation to bodily injury to persons, damage to property (including without limitation the Subcontract Work and the Project), economic losses, and consequential damages.

9.2 Washington Projects

The following provisions apply to Subcontractor's obligations if the Project site is in the state of Washington.

9.2.1 Subcontractor's Obligations

Subcontractor's indemnity obligations under the Subcontract apply to damages for bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (i) Contractor or its officers, directors, agents, or employees and (ii) Subcontractor or its officers, directors, agents, or employees to the extent of, but only to the extent of, the negligence of Subcontractor, its Associated Parties, or those for whom they are responsible, together with their respective officers, directors, agents, and employees. Subcontractor's indemnity and insurance obligations under the Subcontract do not apply to damages for bodily injury to persons or damage to property to the extent caused by or resulting from the sole negligence of Contractor or its officers, directors, agents, or employees.

9.2.2 Waiver of Industrial Insurance Immunity

For the purposes of Subcontractor's indemnification obligations under the Subcontract, Subcontractor specifically waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. The indemnification obligations under the Subcontract are not 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, disabilities benefit acts, or other employee benefit acts. Subcontractor hereby acknowledges, represents, and warrants that the waiver set out in this Section 9.2.2 has been mutually negotiated by the parties to the Subcontract.

Contractor

Subcontractor

9.3 Oregon Projects

The following provisions apply to Subcontractor's obligations if the Project site is in the state of Oregon.

9.3.1 Subcontractor's Obligations

Notwithstanding anything to the contrary in the Subcontract, Subcontractor is not required to indemnify or insure the Indemnified Parties for, from, and against liability for damage arising out of death or bodily injury to persons or damage to property to the extent caused by the negligence or willful misconduct of the Indemnified Parties.



9.3.2 No Limitations

In a claim against any or all Indemnified Parties by an employee of the Subcontractor, an Associated Party, anyone directly or indirectly employed by either of them, or anyone for whose acts they respectively may be liable, the indemnification obligations under the Subcontract are not limited by workers' compensation law, disability or employee benefit acts, or other restrictions on the amount or type of damages recoverable.

10. Suspension and Termination

10.1 Suspension or Termination of the Prime Contract by Owner

10.1.1 Suspension

If Owner suspends the Prime Contract, or any part of the Prime Contract that includes all or part of the Subcontract Work, Contractor will notify Subcontractor in writing and, immediately upon delivery of the notice, Subcontractor will suspend the Subcontract Work as directed in Contractor's notice. In the event of suspension, Contractor's liability to Subcontractor is limited to the extent of Contractor's recovery on Subcontractor's behalf under the Prime Contract. Contractor's receipt of recovery compensation from Owner is an express condition precedent of Contractor's obligation to pay Subcontractor.

10.1.2 Termination

If Owner terminates the Prime Contract, or any part of the Prime Contract that includes all or part of the Subcontract Work, Contractor will notify Subcontractor in writing, and upon Subcontractor's receipt of the notice, the Subcontract will also be terminated in whole or in part as stated in Contractor's notice, and Subcontractor will immediately stop performing the Subcontract Work as directed in Contractor's notice. In the event of termination, Contractor's liability to Subcontractor is limited to the extent of Contractor's recovery on Subcontractor's behalf under the Prime Contract. Contractor's receipt of recovery compensation from Owner is an express condition precedent of Contractor's obligation to pay Subcontractor. If Owner terminates the Prime Contract for cause, the Subcontract may be assigned to Owner under the terms of the Prime Contract, and Subcontractor consents to this assignment.

10.2 Termination by Contractor

10.2.1 Termination for Convenience

Contractor, at any time and at its sole convenience and discretion, may terminate the Subcontract and Subcontractor's performance of the Subcontract Work upon 72 hours' written notice to Subcontractor. Upon termination for convenience, Subcontractor must immediately cease performing the Subcontract Work and will thereafter be entitled to payment of an equitable amount for that portion of conforming Subcontract Work performed up to the time of termination plus Subcontractor's reasonable expenses incurred as a direct result of the termination. Subcontractor is not entitled to recover prospective costs or profits for Subcontract Work not performed as of the time of termination.

10.2.2 Termination for Cause

10.2.2.1 Cause

If Subcontractor fails or refuses to carry out the Subcontract Work in accordance with the Subcontract; fails to perform its obligations under the Subcontract; or interferes with the construction of the Project through its own negligence, fault, or omission; or is dissolved, Contractor may, in its sole discretion and after 72 hours' written notice to Subcontractor, terminate the Subcontract without prejudice to any other remedy that Contractor may have. If Contractor's termination of Subcontractor under this Section 10.2.2 is determined to be in error, in breach, or wrongful, the termination will be deemed a termination for convenience under Section 10.2.1.

10.2.2.2 Takeover of Subcontract Work

Upon termination for cause under this Section 10.2.2, Contractor may take over the prosecution of the Subcontract Work by whatever method Contractor may deem expedient, and Subcontractor's materials, suppliers, equipment, and physical plant are to be made available for Contractor's use. Takeover of the prosecution of the Subcontract Work by Contractor will be at Subcontractor's expense.

10.3 Right to Adequate Assurances

When reasonable grounds for insecurity arise with respect to Subcontractor's performance, Contractor may, in addition to any other remedy, demand adequate written assurances of due performance. It is a default under the Subcontract if Subcontractor fails to provide adequate written assurances of due performance within five working days of Contractor's demand. The adequacy of Subcontractor's assurances will be determined by Contractor in its sole discretion.

11. Dispute Resolution

11.1 Dispute

A Dispute is (i) a contested claim, demand, or assertion by one party seeking, as a matter of right, payment of money, extension of time, or other relief under the Subcontract or (ii) a contested matter between the parties arising out of or relating to performance of the Subcontract.

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11.2 Disputes That Involve Owner

For any Disputes related to the Subcontract or the Subcontract Work that involve Owner, Subcontractor agrees to be bound exclusively to the dispute-resolution procedures provided in the Prime Contract. Subcontractor agrees, at Contractor's request, to consolidate arbitration of its Disputes with Contractor with Contractor's Disputes with Owner and third parties. With respect to Disputes involving Subcontractor's claims for damages caused by Owner, Subcontractor (i) is entitled to recover from Contractor only what Contractor collects from Owner for those Disputes, and payment from Owner is an express condition precedent of Contractor's obligation to pay Subcontractor, and (ii) will be responsible for a proportionate share of all reasonable costs incurred by the Contractor in pursuing such claims. Subcontractor will cooperate with Contractor regarding Contractor's submission of Disputes to, or prosecution of Disputes against, Owner.

11.3 Disputes That Do Not Involve Owner

11.3.1 Prearbitration Dispute-Resolution Process

To facilitate the resolution of Disputes between Contractor and Subcontractor that do not involve Owner, the parties will attempt in good faith first to resolve Disputes that are asserted before Final Payment by the following dispute-resolution process. The parties will not proceed to arbitration until the following process has been attempted. Neither party's rights, defenses, claims, and remedies will be considered waived, released, or adversely affected by its participation in this process, and this process will not toll any applicable statutory periods of limitation, duration, or ultimate repose except to the extent that the parties separately agree in writing to toll those periods.

11.3.1.1 Referral to Senior Executives

All reasonable efforts will be made by Contractor's project manager and Subcontractor's representative to resolve any Disputes that arise during the Subcontract Work in a prompt and equitable manner. If they fail to reach an equitable agreement to resolve a Dispute, either party may notify the other party in writing to identify the Dispute with known specificity and request a meeting between Contractor's and Subcontractor's respective senior executives responsible for the Project.

11.3.1.2 Resolution by Senior Executives

The parties' senior executives will meet at a mutually agreed time and place within 10 working days of receipt of the written notice and attempt in good faith to negotiate a resolution of the Disputes. If within 10 working days after the meeting the parties have not succeeded in negotiating an agreed-upon resolution, then either party may pursue any and all rights and remedies available to it under the Subcontract by binding arbitration as set forth in Section 11.4.

11.3.1.3 Mediation

The parties may at any time mutually agree to submit any Disputes between them to voluntary mediation.

11.4 Arbitration

All Disputes that are not resolved by the process set forth in Sections 11.2 or 11.3.1 will be exclusively subject to binding arbitration, which (unless the parties mutually agree otherwise) will be administered by and in accordance with the rules of the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the Effective Date of the Subcontract. A demand for arbitration must be made in writing, delivered to the other party to the Subcontract, and filed with the American Arbitration Association unless the parties elect another person or entity to administer arbitration proceedings. The demand for arbitration must be made within a reasonable time after the Dispute has arisen, but in no event will it be made after the date when the institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations or repose. For purposes of the statute of limitations or repose, delivery of a written demand for arbitration by the party commencing the arbitration proceeding will constitute the institution of legal or equitable proceedings based on the Dispute. The award of the arbitrator(s) will be final, binding, and enforceable in accordance with applicable Laws.

11.5 Continuation of Construction

Subcontractor must continue to expeditiously prosecute the Subcontract Work (i) if Contractor withholds payment in accordance with Section 5.6, or (ii) pending the final resolution of any Disputes related to the Subcontract or the Subcontract Work.

11.6 Attorney Fees

Subject to any provision for recovery of fees in the Prime Contract for claims involving Owner, in the event of a Dispute between Subcontractor and Contractor arising out of or related to the Subcontract, Subcontractor's breach, or the Subcontract Work, the prevailing party in any arbitration or litigation proceeding will be entitled to recovery from the other party of its reasonable attorney and expert-witness fees and related costs, disbursements, and expenses incurred before and during any arbitration, trial, review for appeal, appeal, request for reconsideration, and reconsideration.

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12. General Terms

12.1 Assignment

Subcontractor may enter into a direct contract with an Associated Party to perform a portion of the Subcontract Work or to supply materials for the Subcontract Work. If Subcontractor enters into a direct contract with an Associated Party, Subcontractor assigns that contract to Contractor. The assignment, however, is effective only after Contractor's termination of the Subcontract pursuant to Section 10.2.1 or 10.2.2 and only if Contractor, in its sole discretion, accepts the contract by notifying Subcontractor in writing within 30 calendar days of the date of termination. Except as stated in this Section, Subcontractor agrees not to assign its rights, duties, obligations, or claims under the Subcontract without prior written consent of Contractor.

12.2 No Waiver

Contractor does not waive or release Contractor's rights to enforce any term of the Subcontract if Contractor does not immediately, and in all cases, enforce Contractor's rights. Contractor's silence or acquiescence on one or more occasions in no way affects Contractor's right to enforce the Subcontract or any particular provision of the Subcontract, nor is it to be considered a waiver by Contractor of the breach of any duty, term, condition, or provision of the Subcontract, nor does it prevent Contractor from asserting that Subcontractor's failures are a breach of the Subcontract.

12.3 Applicable Law; Venue

The Subcontract is governed by and is to be construed under the governing law set forth in the terms of the Prime Contract. If no applicable law is provided in the Prime Contract, the Subcontract is to be governed by and construed according to the laws of the state in which the Project is located, without regard to conflict-of-laws principles. Unless provided otherwise in the Prime Contract, venue is proper in the county or judicial district in which the Project is located.

12.4 Severance

If any section or portion of the Subcontract is held to be wholly or partially contrary to law or otherwise invalid, unenforceable, or inapplicable for any reason, that section or portion will continue in effect only to the extent consistent with the law. All remaining sections and portions of the Subcontract will remain fully valid, in force, and applicable.

12.5 Merger

The Subcontract constitutes the entire and integrated agreement between Subcontractor and Contractor, supersedes all prior and contemporaneous oral and written negotiations, representations, and agreements between Subcontractor and Contractor, and may not be modified except in writing signed by both parties.

12.6 No Construction Against Drafter

Subcontractor has had the opportunity and obligation to review the Subcontract and to bring to Contractor's attention any conflicts or ambiguities, and Subcontractor has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the Subcontract. Accordingly, the Subcontract will not be interpreted against the party that prepared it.

12.7 Notice

A notice, demand, Dispute, or other communication or document identified or required by the Subcontract must be served (i) by personal delivery, (ii) by a nationally-recognized, next-day courier service, or (iii) by first-class certified or overnight mail by the U.S. Postal Service, postage prepaid, to the individual's or party's address set out in the Subcontract, to a party's designated representative for the Subcontract, or to an officer or member of the recipient corporation or company, (iv) email to a party's designated representative for the Subcontract, or to an officer or member of the recipient corporation or company, provided receipt is acknowledged by the addressee. Service in accordance with the Subcontract will be effective upon the earlier of (i) receipt by an appropriate recipient, (ii) 2 working days after sending via courier, or (iii) 4 working days after mailing with the US Postal Service.

12.8 Execution of the Agreement

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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WALSH
CONSTRUCTION CO.

BUILDING COMMUNITIES, EMPOWERING PEOPLE

DO NOT MAKE ANY CHANGES TO THE BODY OF THIS AGREEMENT

SAMPLE

The parties have executed this Agreement as of the Effective Date.

CONTRACTOR

SUBCONTRACTOR

Signed: _____
Name: _____
Title: _____
Date: _____

Signed: _____
Name: _____
Title: _____
Date: _____

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EXHIBIT A.1 - INSURANCE REQUIREMENTS

Prior to commencing the Subcontract Work, Subcontractor must procure and maintain insurance as required under this exhibit and the Subcontract (collectively, "Insurance Requirements") to protect Subcontractor from claims that arise out of or result from the Subcontract Work, the performance of the Subcontract Work, or other acts or omissions of Subcontractor, its Associated Parties, or those for whom they are responsible. All policies must be obtained from a company or companies (i) acceptable to Contractor, (ii) lawfully authorized to do business in the state where the Subcontract Work is performed, and (iii) with an AM Best rating of A-VII or better. In no event can the policies, coverage, and limits procured and maintained by Subcontractor fail to comply with the following:

A.1 Required Coverage and Limits

A.1.1 Commercial General Liability

Subcontractor must procure and maintain Commercial General Liability Insurance on the CG 00 01 04/13 form or its equivalent, written on an occurrence basis. Upon request, Subcontractor must disclose all exclusions and restrictive endorsements. The Commercial General Liability policy must not contain an exclusion or restriction of coverage for any of the following:

- .1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
- .2) Claims for bodily injury or property damage arising out of the products-completed operations hazard;
- .3) Claims for bodily injury or property damage arising out work performed on Subcontractor's behalf by a sub-tier;
- .4) Claims for bodily injury other than to employees of the insured;
- .5) Claims for indemnity applicable to the indemnity provisions of the Subcontract, including without limitation claims arising out of injury to employees of the insured;
- .6) Claims or loss excluded by endorsement or alteration of Contractual Liability coverage, including altering the definition of Insured Contract;
- .7) Claims or loss excluded under a prior work endorsement, or other similar exclusionary language, including occurrences causing continuous or progressively deteriorating damage;
- .8) Claims related to earth subsidence or movement;
- .9) Claims related to explosion, collapse and underground hazards;
- .10) Claims relating to Subcontract Work performed on, or within fifty (50) feet of, railroad property (including any light rail, fixed rail, or other rail system), if the Subcontract Work will be performed on, or within fifty (50) feet of, such railroad property.
- .11) Claims arising out of the rendering of or failure to render any professional services, by Subcontractor or on Subcontractor's behalf, that are part of ordinary means, methods, techniques, sequences and procedures employed by Subcontractor in connection with Subcontractor's operations as a construction contractor;
- .12) Claims related to residential, multi-family, or other habitational projects, if the Subcontract Work will be performed on such a project.
- .13) Claims related to roofing, if the Subcontract Work involves roofing; or
- .14) Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Subcontract Work involves such coatings or surfaces.

Commercial General Liability policy limits must be provided in amounts not less than the following:

Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Limited Jobsite Pollution Occurrence	\$1,000,000 *
General Aggregate	\$2,000,000 **
Products/Completed Ops Aggregate	\$2,000,000

* Waived if Pollution Liability is provided, pursuant to Section A.1.6

** Per-Project or Per-Location General Aggregate endorsement is required.



A.1.2 Statutory Workers' Compensation/Employer's Liability

Subcontractor must procure and maintain Workers' Compensation and Employer's Liability coverage for industrial injury to employees of Subcontractor (including leased, borrowed employees) in strict accordance with the Laws of the state in which the Subcontract Work is performed, notwithstanding any statutory exemption. This requirement applies without limitation to sole proprietors, partners, executive officers, and limited liability companies. If Subcontractor is exempt under the Laws of the state in which the Subcontract Work is performed, Subcontractor must elect into coverage. If Subcontractor is qualified as a self-insurer under the Laws of the state in which the Subcontract Work is performed, Subcontractor must submit evidence of excess coverage in a form acceptable to Contractor. If the Subcontract Work or its location constitutes an exposure to employees of Subcontractor under the U.S. Longshoremen and Harbor Workers Act, the Jones Act, or other Laws applicable to maritime employees, Subcontractor must procure and maintain applicable coverage.

Workers' Compensation/Employer's Liability policy limits must be provided in amounts not less than the following:

Workers' Compensation Coverage	Statutory
Federal Acts Coverage (if applicable)	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy	\$1,000,000

A.1.3 Business Automobile Liability

Subcontractor must procure and maintain Business Automobile Liability insurance on the ISO form CA 00 01 or its equivalent. Such insurance must protect against claims that arise out of or result from use or maintenance of any auto or a combination of owned, non-owned, rented, and hired automobiles. The Business Automobile Liability policy must not contain an exclusion or restriction of coverage for the following:

- .1) Claims related to any statutorily required automobile coverage;
- .2) Claims related to discharge of pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto; or
- .3) Claims relating to Subcontract Work performed on, or within fifty (50) feet of, railroad property (including any light rail, fixed rail, or other rail system), if the Subcontract Work will be performed on, or within fifty (50) feet of, such railroad property.

Business Automobile Liability policy limits must be provided in amounts not less than the following:

Each Accident	\$1,000,000 *
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* Combined Single Limit - per accident for bodily injury, death of any person, and property

A.1.4 Umbrella or Excess Liability

Subcontractor must procure and maintain Commercial Umbrella or Excess Liability insurance on an occurrence basis. Such insurance must be at least as broad as underlying policies, complying in all ways with coverage requirements set forth in this exhibit for Commercial General Liability, Employer's Liability, and Business Automobile Liability (each an "Underlying Policy"). Subcontractor may achieve the combined required limits for Commercial Umbrella or Excess Liability policy and each Underlying Policy through a combination of primary and excess or umbrella liability policies.

Commercial Umbrella or Excess Liability policy limits must be provided in amounts not less than the following:

If the Subcontract Work includes responsibility for (i) hoisting, (ii) crane (tower or mobile) operation, erection or dismantling, or (iii) man / material lifts:

Personal/Advertising Injury	\$10,000,000
Each Occurrence	\$10,000,000
Aggregates	\$10,000,000 *

If the Subcontract Work includes (i) demolition, (ii) any work on the building envelope (including without limitation the roof, siding, windows, flashing, waterproofing), or (iii) structural concrete or steel:

Personal/Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000
Aggregates	\$5,000,000 *



If higher limits are not required under this Section A.1.4 and the Subcontract Sum is more than \$1,000,000:

Personal/Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000
Aggregates	\$2,000,000 *

If higher limits are not required under this Section A.1.4 and the Subcontract Sum is less than \$1,000,000:

Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Aggregates	\$1,000,000 *

* Where applicable, following the terms of the underlying.

A.1.5 Professional Liability

If the Subcontract Work, or any of its components or portions, includes providing professional services, Subcontractor (and any person or entity performing the professional services for whose acts or omissions Subcontractor may be liable) must procure and maintain Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of Subcontractor and those for whom the Subcontractor is responsible and are attributable to providing the professional services necessary or incidental to the Subcontract Work. The effective date of the current policy, and the retroactive date in the current and all future policies shall be prior to the date the Subcontractor commences the Subcontract Work. Subcontractor must provide written notice to Contractor if their Professional Liability Limits are impaired by payments, reserves for claims, or expenses in excess of 50% of the policy limit, regardless of whether such payments, reserves or expenses are related to the Subcontract Work. The Professional Liability policy must not contain an exclusion or restriction of coverage for the following:

- .1) Claims related to scopes of services, project type, construction type, delays in project completion, or cost overruns.

Professional Liability policy limits must be provided in amounts not less than the following:

If the Subcontract Work, or any of its components or portions, includes structural or geotechnical professional services:

Each Claim/Aggregate	\$5,000,000
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If the Subcontract Work, or any of its components or portions, includes mechanical, electrical, plumbing or fire protection professional services:

Each Claim/Aggregate	\$2,000,000
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All other scopes subject to this Section A.1.5:

Each Claim/Aggregate	\$1,000,000
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A.1.6 Pollution Liability

If the Subcontract Work, or any of its components or portions, includes either (i) remediation of Hazardous Materials, (ii) the use or handling of Hazardous Materials, or (iii) the transportation of Hazardous Materials, Subcontractor (and any person or entity performing the Subcontract Work for whose acts or omissions Subcontractor may be liable) must procure and maintain Pollution Liability insurance, specifically including coverage for mold, covering all operations necessary for, or incidental to, the Subcontract Work. Such insurance must provide all major divisions of coverage, including without limitation coverage for (a) legal and defense costs, and (b) pollution conditions arising out of Subcontractor's operations, including without limitation coverage for sudden as well as gradual release arising from Subcontractor's operations and the operations of any person or entity performing the Subcontract Work for whose acts or omissions Subcontractor may be liable. The effective date of the current policy, and the retroactive date in the current and all future policies shall be prior to the date the Subcontractor commences the Subcontract Work. The Pollution Liability policy must not contain an exclusion or restriction of coverage for the following:



- .1) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim;
- .2) Claims for indemnity applicable to the indemnity provisions of the Subcontract, including without limitation claims arising out of injury to employees of the insured;
- .3) Claims for bodily injury or property damage (including without limitation loss of use of damaged property or of property that has not been physically injured);
- .4) Claims for cleanup costs and remediation expenses (including without limitation costs for investigation, sampling, characterization, and monitoring);
- .5) Claims relating to transportation of pollutants on and off the Project site;
- .6) Claims relating to non-owned disposal site liability, if the Subcontract Work includes the responsibility of manifesting and disposing of contaminated material or waste; or
- .7) Claims relating to natural resource damage.

Pollution Liability policy limits must be provided in amounts not less than the following:

If the Subcontract Work, or any of its components or portions, includes responsibility for asbestos or lead abatement:

Each Claim/Aggregate	\$5,000,000
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All other scopes subject to this Section A.1.6:

Each Claim/Aggregate	\$1,000,000
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A.1.7 Riggers Liability

If the Subcontract Work, or any of its components or portions, includes the rigging or hoisting of materials or equipment, Subcontractor must procure and maintain Rigger's Liability insurance to insure against physical loss or damage to the materials or equipment, including loss of use thereof.

A.1.8 Subcontractor's Personal Property and Equipment

Subcontractor is solely responsible for any damage to Subcontractor's personal property including owned, rented, leased or loaned equipment, scaffolding, vehicles, and temporary structures. It is Subcontractor's obligation to purchase and maintain whatever property insurance coverage it deems necessary to cover such property in the event of loss. Subcontractor waives all rights against the Additional Insureds for loss of or damage to such property from whatever cause.

A.1.9 Aircraft Liability

Subcontractor must procure and maintain insurance for the use or operation of manned or unmanned aircraft, if the Subcontract Work requires such activities.

Aircraft Liability policy limits must be provided in amounts not less than the following:

Each Claim/Aggregate \$2,000,000

A.2 Additional Insureds & Primary / Non-Contributory

To the fullest extent permitted by law, Subcontractor must cause all policies except Statutory Workers' Compensation, Employers Liability and Professional Liability to include the entities listed below as additional insured (collectively "Additional Insureds") for claims arising out of Subcontractor's acts or omissions during the Subcontractor's operations, products and completed operations. All coverage afforded the Additional Insureds must be primary and noncontributory as to any insurance or self-insurance retention maintained by the Additional Insureds and provide the same divisions of coverage and be just as comprehensive as the coverage afforded the primary insured, as if the Additional Insureds were the primary insured. CG 20 10 10/01 and CG 20 37 10/01 endorsements (or the equivalent acceptable to Contractor, in its sole discretion) must be used to achieve this requirement for Subcontractor's Commercial General Liability policy. Any endorsements that contain comparative fault vicarious liability or sole negligence limitations applicable to the Additional Insureds will not be accepted. If Subcontractor maintains limits higher than required by the Insurance Requirements, it is the intent of the parties that the requirements of this Section A.2 apply to such higher limits.

- .1) The Indemnified Parties (as defined in Section 9.1 of the Subcontract); and
- .2) Any other entities that Contractor is required to include as additional insured under the Prime Contract.

A.3 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retention are the responsibility of Subcontractor, and Subcontractor must disclose any such deductibles or self-insured retention to Contractor upon request.



A.4 Waiver of Subrogation

Subcontractor waives all rights against the Additional Insureds for loss or damage to the extent such loss or damage is covered by the policies required under the Insurance Requirements. Subcontractor shall require similar written waivers in favor of the Additional Insureds from its Associated Parties. The policies required under the Insurance Requirements shall not prohibit this waiver of subrogation and, unless such waivers are prohibited by statute, Subcontractor must provide a Waiver of Subrogation Endorsement for each policy. Endorsements that contain comparative fault, vicarious liability or sole negligence limitations applicable to the Additional Insureds will not be accepted. This waiver of subrogation shall be effective as to a person or entity (i) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (ii) even though that person or entity did not pay the insurance premium directly or indirectly, or (iii) whether or not the person or entity had an insurable interest.

A.5 Maintenance of Coverage

With the exception of Workers' Compensation, all policies, coverage, and limits described in the Insurance Requirements (including without limitation the requirements contained in Section A.2 and A.4) must be maintained from the date the Subcontract Work commences until the expiration of all applicable statutes of limitation or repose. Workers' Compensation coverage must be maintained from the start of the Subcontract Work through completion of the Subcontract Work, and at any time corrective work may be in process thereafter.

A.6 Access to Full Limits

The policies, coverage, and limits described in the Insurance Requirements are minimum requirements. Any and all policies, coverage, and limits procured or maintained by Subcontractor must be made available to the Additional Insureds in the event of a loss. In the event that any such policy states that 'the coverage provided to an additional insured shall be no broader than that required by contract', or words of similar meaning, the parties agree that nothing in the Subcontract is intended to restrict or limit the breadth of such coverage or limits available. If Subcontractor maintains limits higher than required by the Insurance Requirements, it is the intent of the parties that the Insurance Requirements be construed as requiring such higher limits.

A.7 Warranty and Notice Requirements

Subcontractor warrants that any policy, coverage, or limit described in the Insurance Requirements will not be canceled, nonrenewed, reduced, or altered without 30 calendar days' prior written notice to Contractor (except 10 days for non-payment of premium). Subcontractor must provide written notice to Contractor before making any material change to any such policy, coverage, or limit.

A.8 Evidence of Coverage

Subcontractor must provide Contractor certificate(s) of insurance as evidence of compliance with the Insurance Requirements (i) before commencing the Subcontract Work, (ii) prior to renewal or replacement of any required policy, and (iii) upon Contractor's request. In addition to the certificates of insurance, Subcontractor must submit true and complete copies of the following:

- .1) The declarations page and/or forms list from its Commercial General Liability policy;
- .2) The policy forms or endorsements evidencing compliance with the Additional Insured requirements;
- .3) The policy forms or endorsements evidencing compliance with the primary and non-contributory requirements;
- .4) The policy forms or endorsements evidencing Waiver of Subrogation or Transfer of Rights of Recovery;
- .5) The exclusionary endorsements for residential work, if any; and
- .6) Any policy forms or endorsements, if requested by Contractor.

A.9 Failure to Maintain Required Coverage

Subcontractor's failure to procure or maintain insurance, or provide notice of material change in coverage or cancellation, as required, will constitute a breach of the Subcontract, and if Contractor is damaged by the breach, Contractor may pursue damages under applicable Laws. If Subcontractor fails to procure or maintain insurance as required, Contractor may, at its option, and in addition to any other rights it may have under the Subcontract or at law or in equity, (i) terminate the Subcontract, or (ii) purchase the insurance at Subcontractor's expense.

A.10 Associated Parties and Subtiers

It is Subcontractor's sole responsibility to ensure that any person or entity for whose acts or omissions Subcontractor may be liable procures and maintains the policies, coverage, and limits described in the Insurance Requirements, including without limitation the obligations in Sections A.2 and A.4.



A.11 Builders Risk

Builders Risk insurance may be provided under the terms of the Prime Contract. Contractor will be responsible to Subcontractor only to the extent that any claim for loss or damage that Subcontractor may make is reimbursable to Contractor by such insurance. Contractor will provide a copy of the Builders Risk policy, if any, upon request of Subcontractor. Contractor neither represents nor assumes responsibility for the adequacy of any Builders Risk Insurance or any other property insurance to protect Subcontractor's interests in the Work.

Contractor and Subcontractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and any other parties that Contractor similarly waives such rights against under the Prime Contract, for damages caused by fire, or other causes of loss, but only to the extent that (i) Owner and Contractor waive such rights under the Prime Contract, and (ii) the losses are covered by Builders Risk Insurance provided under the terms of the Prime Contract or other property insurance applicable to the Work.

Any deductible amount applied to loss payable under any applicable Builders Risk or other property insurance must be paid by Subcontractor, but only to the extent that the loss was caused in whole or in part by an act or omission of Subcontractor. If the loss was caused by a force majeure, the deductible must be paid by the insured parties whose work is damaged in direct proportion as their individual losses bear to total loss, regardless of whether the loss is to work installed or completed, to materials on or off site, or to materials in transit.

A.12 Controlled Insurance Programs

Enrollment in a Controlled Insurance Program for the Project, if any, whether sponsored by Owner or Contractor, will relieve Subcontractor from compliance Section A.1.1 above, but only to the extent applicable to activities performed at the Project site. Subcontractor must comply with all other Insurance Requirements. If Subcontractor's Commercial General Liability policy contains a Controlled Insurance Program or Wrap exclusion that applies to the Subcontract Work, the exclusion must expressly state that it applies only (i) to the extent Subcontractor is enrolled in the Controlled Insurance Program and (ii) to the location to which the Controlled Insurance Program insurance applies (i.e., the Project site).

A.13 No Representation or Waiver

Contractor does not represent or warrant that the policies, coverage, and limits required under the Insurance Requirements are appropriate or adequate to protect Subcontractor from all claims that may arise out of or result from the Subcontract Work, the performance of the Subcontract Work, or other acts or omissions of Subcontractor, its Associated Parties, or those for whom they are responsible. Subcontractor is solely responsible for determining if policies, coverage, and limits required under the Insurance Requirements are appropriate or adequate to protect itself from such claims. Subcontractor acknowledges and agrees that (i) compliance with the Insurance Requirements does not relieve or release Subcontractor from its other obligations or liabilities under the Subcontract, and (ii) Contractor's approval or acceptance of evidence of coverage under Section A.8 does not constitute a waiver of any Insurance Requirements, nor relieve or release Subcontractor from liability for loss or damage not covered by, or in excess of, the policies, coverage, and limits required under the Insurance Requirements.



EXHIBIT A.2 - WARRANTY CERTIFICATION

This form must be completed and returned with the final application for payment.

In regard to the Subcontract Work performed on the _____ ("Project"), as defined in the Agreement between _____ ("Contractor") and _____ ("Subcontractor"), dated _____, Subcontractor hereby provides Contractor with warranties and guaranties, whether express or implied, to the same extent and for the same periods that Contractor is obligated to provide them to Owner. To the extent that the Prime Contract does not require express warranties or guaranties, Subcontractor warrants that (i) the Subcontract Work was constructed and performed in a workmanlike manner according to all specifications and industry standards and (ii) the Subcontract Work conforms to the requirements of the Subcontract and is free of defects and nonconformities in materials and workmanship. All warranties are in effect as of the date of Substantial Completion of the Project.

In addition to the foregoing:

- .1) Pursuant to Section 8.2 of the Subcontract, Subcontractor has ensured that manufacturer warranties for equipment, goods, and materials are in effect as of the date of Substantial Completion of the Project; and
- .2) Pursuant to Section 8.3 of the Subcontract, Subcontractor will promptly correct Subcontract Work rejected by Owner, Contractor, or Architect, or that fails to conform to the requirements of the Subcontract, whether discovered before or after Substantial Completion of the Project and whether or not fabricated, installed, or completed.

SUBCONTRACTOR

Signed: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A.3 - SUBTIER SUBCONTRACTORS AND SUPPLIERS

This form must be completed and returned with the executed Subcontract. An updated form must be completed with each application for payment.

Subcontractor will provide, as part of every application for payment, a list of all sub-tier subcontractors, suppliers and consultants providing \$1,000.00 or more materials, equipment, labor of services. Receipt of the complete and updated list by Contractor is an express condition precedent of the obligation of Contractor to make any payment to Subcontractor.

Sub-tier Subcontractor, Supplier, or Consultant (Name and Address)	Primary Contact	Materials, Equipment, Labor or Services Provided	CCB License (if Applicable)	Estimated Contract Amount	Projected Start Date

SUBCONTRACTOR

Signed: _____
Name: _____
Title: _____
Date: _____



EXHIBIT A.4 - APPLICATION FOR PAYMENT

As a Subcontractor on the _____ you will be required to use an electronic payment application system called GCPay. GCPay is a system that allows you to submit your applications for payment (along with any required compliance documentation) electronically, over the Internet.

Setup

There is no charge for you to use GCPay, but an account is required before you can submit applications for payment. If you do not already have an account, follow the steps below to register.

- .1) Open <https://www.gcpay.com> in your web browser of choice.
- .2) Click on the 'Get Started' link at the top right of the home page.
- .3) Follow the prompts to setup your account.

If you need assistance setting up your account, please call GCPay Support at (877) 447-2584.

Training

_____ will be coordinating training sessions to help you learn the new system and begin processing your applications for payment. These training sessions will be conducted online and will be provided prior to the date you must submit your first application for payment. While GCPay is intuitive and easy to use, we strongly recommend that you attend one of the sessions.

Support

GCPay is a suite of services and technologies that _____ has purchased from a third-party vendor. Support questions should be directed to GCPay Support at (877) 447-2584. If you have issues that are not resolved by GCPay Support, please call _____ and ask for the Subcontracts Payable department.



EXHIBIT A.5 - SUBCONTRACTOR SAFETY POLICY

Pursuant to Section 4 of the Agreement, Subcontractor must (i) take all available safety precautions with respect to performance of the Subcontract, (ii) comply with this Subcontractor Safety Policy, Contractor's Safety Manual (<https://bit.ly/46SfM9h>), and any supplemental Project specific policies that Contractor or Owner may issue, and (iii) comply with all applicable Laws for the safety of persons and property including without limitation the Federal Occupational Safety and Health Act of 1970 and any similar state specific regulations (collectively, "Safety Requirements"). In the event of any conflict among or between Safety Requirements, the most stringent standard shall control. Entry into the Project site constitutes acknowledgement by the Subcontractor, its employees, visitors and Associated Parties of their obligation to adhere to the Safety Requirements.

A.5.1 Planning

A.5.1.1 Site Specific Safety Plan

Subcontractor must establish and maintain an effective safety program that addresses all Safety Requirements and submit a written Site Specific Safety Plan that includes details commensurate with the work to be performed. The Site Specific Safety Plan must fully and clearly describe Subcontractor's methods for meeting its obligations to provide a safe and healthful work environment, as well as to protect everyone at or around the Project site from the exposures generated by the Subcontract Work. Subcontractor's company safety manual will not be accepted as a substitution for the Site Specific Safety Plan. The Site Specific Safety Plan must be submitted 10 working days prior to the Preconstruction Meeting (as defined in Section A.5.2.1). The Site Specific Safety Plan must, at a minimum, include the following:

- .1) Hazard Mitigation Plan;
- .2) Hoisting Plan, if applicable;
- .3) A Project specific SDS file for all materials. Materials having an HMIS rating 3 or above must be clearly identified;
- .4) Identification of a Competent Person (as defined in Section A.5.3.4);
- .5) Subcontractor's process for managing subtier subcontractors; and
- .6) Safety roles and responsibilities for Subcontractor employees, including copies of qualifications and training records for all workers as required by Laws.

Subcontractor shall be solely responsible for implementing its Site Specific Safety Plan and shall have sole responsibility for monitoring the work of its employees, visitors and Associated Parties to ensure compliance.

A.5.1.2 Hazard Mitigation Plan

Subcontractor must identify and analyze all hazards (including without limitation asbestos, lead and silica) associated with the Subcontract Work, and develop mitigation procedures and communication protocols ("Hazard Mitigation Plan") to address such hazards. Before commencing the Subcontract Work, Subcontractor must review the Hazard Mitigation Plan with its employees and Associated Parties performing the Subcontract Work. Further, Subcontractor must monitor the conditions at the Project site as the Subcontract Work progresses and adjust the mitigation procedures as necessary to protect everyone at or around the Project site.

A.5.1.3 Hoisting Plan

If Subcontractor provides mobile cranes and rigging at the Project site, Subcontractor must submit a Hoisting Plan. The Hoisting Plan must be submitted 5 working days prior to commencing any hoisting operation. If conditions or equipment change, the Hoisting Plan must be adjusted and reviewed with Contractor. The Hoisting Plan must be submitted on a form designated by the Contractor and must include, at a minimum, the following:

- .1) Location(s) from which picks will be made;
- .2) Off limits areas for crane maneuvering;
- .3) Identification of any obstructions that will impede or endanger crane maneuvering;
- .4) Operator experience (hours);
- .5) Operator, rigger and signal person certifications;
- .6) Plan for a back-up operator and riggers in the event of absences;
- .7) Crane certifications and load charts;
- .8) Properly calculated maximum load weight at maximum extension and angle; and
- .9) Rigging procedures and equipment to be used.

A.5.2 Meetings

A.5.2.1 Preconstruction Meeting

Subcontractor representatives, as designated by Contractor, must attend and participate in a preconstruction meeting with the Contractor where Project site logistics, the Subcontractor's scope and the Subcontractor's Site Specific Safety Plan will be reviewed.

WALSHCONSTRUCTION.COM

PDX • 2905 SW 1st Avenue
Portland, OR 97201 • 503.222.4375
ORCCB147267/WALSHCC962LD

SEA • 83 Columbia Street, Suite 400
Seattle, WA 98104 • 206.547.4008
WALSHCC990D1

TAC • 535 Dock Street, Suite 202
Tacoma, WA 98402 • 253.572.4245
WALSHCC990D1

VAN • 1115 Esther Street
Vancouver, WA 98660 • 360.314.1160
ORCCB147267/WALSHCC962LD



A.5.2.2 Site Safety Orientation

All of Subcontractor's employees, visitors and Associated Parties are required to attend a Site Safety Orientation prior to entering the Project site. The Site Safety Orientation will cover general safety rules, regulations and any Project specific policies and hazards. Subcontractor is responsible for scheduling the Site Safety Orientation for its employees, visitors and Associated Parties with Contractor. If an individual is found on the Project site without having attended the Site Safety Orientation, that person will be removed from the Project site until such time they have attended the Site Safety Orientation.

A.5.2.3 Site Safety Meetings

Site Safety Meetings will typically be conducted weekly on the Project site. The date and time of these meetings will be determined by Contractor. While performing the Subcontract Work at the Project site, Subcontractor's employees and Associated Parties must attend Site Safety Meetings and sign an attendance sheet verifying attendance.

A.5.2.4 Hazardous Operations

Subcontractor representatives, as designated by Contractor, must attend and participate in a meeting with the Contractor prior to any operations that are identified by the Contractor as presenting potentially hazardous conditions.

A.5.2.5 Debriefs

Following any inspection, incident (damage to person or property), or near-miss (an event that has the attributes of an incident, yet has no apparent damage to person or property), Contractor may require a meeting with the parties involved to discuss the inspection, incident or near-miss in greater detail. Subcontractor representatives, as designated by Contractor, must attend and participate in such meetings.

A.5.3 Subcontractor Obligations

A.5.3.1 Independent Actions

Subcontractor must take independent actions to provide for the safety and protection of everyone at or around the Project site and wherever else the Subcontract Work and the Subcontract are performed.

A.5.3.2 Hazard Reporting

Subcontractor must immediately notify Contractor of any safety concern, hazardous condition or conduct observed by Subcontractor during performance of the Subcontractor Work. Subcontractor must immediately upon discovery of a hazardous condition cease the Subcontract Work in that area of the Project site where the hazardous condition is or reasonably appears to be. Upon ceasing the Subcontract Work in these circumstances, Subcontractor must take any actions as necessary to provide for the safety and protection of everyone at or around the affected area of the Project site.

A.5.3.3 Training

Subcontractor must ensure that employees have a working knowledge of applicable Safety Requirements as they pertain to their acts, and encourage all employees to improve their accident prevention awareness.

A.5.3.4 Designation of Competent Person

Subcontractor must designate a competent person to implement the Safety Requirements who (i) is capable of identifying hazards or working conditions which are unsanitary, hazardous, or dangerous to everyone at or around the Project site, and (ii) has authorization to take prompt corrective measures to eliminate them ("Competent Person"). The Competent Person must be at the Project site whenever Subcontractor has employees working at the Project site.

A.5.3.5 Safety Representative

When the nature or size of the Subcontract Work warrants, Contractor may require Subcontractor to employ a full-time, on-site qualified Safety Representative.

A.5.3.6 Personal Protective Equipment (PPE)

A.5.3.6.1 General Requirements

Subcontractor is solely responsible for supplying its employees, visitors and Associated Parties with the required PPE. All PPE must be used in accordance with the manufacturer's specifications and inspected prior to such use.



A.5.3.6.2 Eye and Face Protection

All Subcontractor's employees, visitors and Associated Parties must wear safety glasses 100% of the time while on the Project site. Minimum eye protection shall include safety glasses with side shields that meet the standards specified in ANSI Z87.1 (this includes prescription eyewear). Additional eye and face protection in combination must be worn when (i) welding, burning or cutting with torches, (ii) using abrasive wheels, portable grinders, (iii) drilling, cutting or chipping at or above shoulder level, (iv) chipping concrete, stone or metal, (v) working with any materials subject to scaling, flaking or chipping, (vi) drilling or working under dusty conditions, (vii) using explosive actuated fastening or nailing tools, (viii) working with compressed air or other tools, or (ix) using masonry saws.

A.5.3.6.3 Head Protection

All Subcontractor's employees, visitors and Associated Parties must wear a type 2 safety helmet that meets the standards specified in ANSI Z89.1, 100% of the time while on the Project site (including while wearing face shields, welding helmets, or other PPE.). All such safety helmets must be worn in accordance with the manufacturer recommendations.

A.5.3.6.4 Foot Protection

While on the Project site, all Subcontractor's employees, visitors and Associated Parties must wear fully enclosed, hard-soled and slip-resistant footwear that provides ankle protection and is made of leather or other equally substantial material. No one is permitted to wear athletic shoes of any type, sandals, high heels or open toed shoes on the Project site.

A.5.3.6.5 Hand Protection

Appropriate gloves must be worn when hands are exposed to injury from heat, sparks, wet concrete, acids, corrosives, electricity, rough/abrasive surfaces, or other potentially harmful conditions.

A.5.3.6.6 Respiratory Protection

Respiratory equipment is required in areas where health hazards may exist due to accumulations of dust, fumes, mists or vapors. If the job requires the use of a respirator, workers must be medically fit, trained in equipment use, and fit tested on the proper respirator for the working conditions at hand.

A.5.3.6.7 Hearing Protection

Appropriate hearing protection must be available to Subcontractor's employees, visitors and Associated Parties. Protection is required to be worn while using any power tool or when exposed to noisy environments, and secondary protection is required when levels exceed 100dB.

A.5.3.6.8 Clothing

While on the Project site, all Subcontractor's employees, visitors and Associated Parties must wear (i) long pants that are free of damage, (ii) shirts with sleeves, and (iii) a high-visibility clothing of strong red, strong orange, strong yellow, strong yellow-green, strong blue in color (or the fluorescent versions of these colors). All clothing must be free of inappropriate wording or symbols.

A.5.3.7 Temporary Safety Devices

A.5.3.7.1 Provided by Subcontractor

Subcontractor must procure, install and maintain all temporary safety devices required to protect everyone at or around the Project site from hazards or perils relating to the Subcontract Work. Such temporary safety devices include, without limitation, barricades, safety tape, warning signs, and monitors.

A.5.3.7.2 Provided by Others

Subcontractor must not remove or alter railings, hole covers, fencing, lighting, barricades, warning tape or any other temporary safety device installed by others without prior permission from Contractor. If temporary removal is approved, Subcontractor shall provide continuous safety monitoring as necessary and re-install the removed device immediately upon completion of their work, when leaving the area unattended, or at the end of each day, whichever occurs first. Subcontractor acknowledges that it shall be responsible for any incident which results from its failure to comply with this requirement.

A.5.3.7.3 Structural Components

Subcontractor must not remove or alter any structural component, whether temporary or permanent, installed by another trade, without written consent of Contractor. Such components include, without limitation, shoring, scaffolding, formwork, or any other component not installed by the Subcontractor.



A.5.3.8 Subcontractor's Equipment

Subcontractor warrants that its equipment has been inspected by qualified personnel, and that it has been found fit for its intended use. Subcontractor is solely responsible for the maintenance and regular inspection of its equipment. If any inspection reveals defects or dangerous conditions, Subcontractor must not use the equipment until such defects or unsafe conditions have been addressed. To the fullest extent allowed by law, Subcontractor agrees to defend, reimburse, and indemnify the Indemnified Parties and hold them harmless for, from, and against any and all claims, liens, actions, suits, orders, demands, losses, expenses, damages, fines, penalties, costs, injuries and liabilities of any kind (including without limitation reasonable expert-witness and attorney fees) arising out of or relating to any use of Subcontractor's equipment.

A.5.3.9 Housekeeping

Pursuant to Section 3.5 of the Agreement, Subcontractor will keep the portions of the Project site in which it performs the Subcontract Work cleared and orderly at all times and will remove all debris from those portions of the Project site.

A.5.3.10 OSHA Compliance

The Project is covered by the Federal Occupational Safety and Health Act of 1970. This act applies to every worker on the Project site, including employees of the Contractor and Subcontractor. Subcontractor is responsible for posting OSHA materials and keeping records as required by OSHA, including without limitation the responsibility to complete an OSHA Form 300.

A.5.4 Inspections

A.5.4.1 Inspections by Authorities Having Jurisdiction

Subcontractor acknowledges that the Subcontract Work, and its performance of the Subcontract Work, may be subject to inspection by one or more authorities having jurisdiction. If, after an inspection by any authority having jurisdiction, Subcontractor receives any citation(s) relating to performance of the Subcontract Work, a copy of such citations must be immediately provided to Contractor.

A.5.4.2 Independent Inspections

In accordance with the Safety Requirements, Subcontractor must perform frequent and regular safety inspections of the portions of the Project site in which it performs the Subcontract Work. These inspections must be conducted and documented by the Subcontractor's designated Competent Person. Upon Contractor's request, Subcontractor must provide copies of inspection documentation to Contractor.

A.5.4.3 Inspections by Contractor

Contractor reserves the right to inspect any (i) portions of the Project site where the Subcontractor may be performing the Subcontract Work, (ii) Subcontractor's equipment, (iii) safety related records and documentation, and (iv) Subcontractor's PPE.

A.5.4.4 Correction

Subcontractor shall take immediate action to correct violations, unsafe practices and unsafe conditions identified by the Contractor, an authority having jurisdiction, or Subcontractor's own inspections. Subcontractor must stop performance of any portion of the Subcontract Work that the Contractor or an authority having jurisdiction determines is unsafe until such corrections have been made. If Subcontractor either refuses or is unable to make the required corrections, Contractor may make them at the Subcontractor's expense.

A.5.5 Incidents

A.5.5.1 Reporting

Subcontractor must immediately notify Contractor of all incidents, regardless of severity, including without limitation all near-misses.

A.5.5.2 Investigation

Subcontractor must investigate all (i) incidents and near-misses involving Subcontractor's employees, visitors and Associated Parties, and (ii) incidents that are caused, in whole or in part, by performance of the Subcontract Work. Subcontractor must provide Contractor a documented investigation report within 24 hours of the occurrence.

A.5.5.3 Cooperation with Contractor's Investigation

Contractor may conduct an independent investigation of any incident or near-miss. Subcontractor must cooperate in such investigations.

A.5.6 Injury Care

A.5.6.1 First Aid

Subcontractor must provide an appropriately sized first aid kit that is well maintained and adequately stocked. The location of the Subcontractor's first aid kit must be communicated to its employees, visitors and Associated Parties.

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A.5.6.2 Medical Facilities

Subcontractor must identify a medical facility for use by employees who sustain a work-related injury. The location of the facility must be communicated to its employees.

A.5.6.3 Training

Subcontractor must ensure that employees are trained in the first aid and CPR as prescribed by the Safety Requirements.

A.5.7 Specific Hazards

A.5.7.1 Hoisting, Cranes and Rigging

A.5.7.1.1 General

All overhead hoisting, regardless of the type of equipment used, shall be accomplished with engineered hoisting accessories and/or containers that have their capacities clearly identified. If accessories are manufactured, all manufacturers' recommendations shall be followed.

A.5.7.1.2 Hoisting Team Huddle

Prior to commencing any hoisting operation, the Hoisting Plan must be reviewed with the Project Superintendent, the rigger(s), the operator, and any other workers participating in the hoisting activity.

A.5.7.1.3 Certifications

All crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) or other organizations approved by the Contractor in writing. Riggers and signal persons shall provide documentation from a qualified training agent that certifies competency. Contractor reserves the right to reject any documentation and/or require additional documentation to demonstrate appropriate competency.

A.5.7.1.4 Two Rigger Requirement

Subcontractor must provide two pre-qualified riggers (one to rig and one to receive loads) to work in concert with the crane operator. Both riggers must be in constant communication with the operator.

A.5.7.1.5 Hoisting Equipment Coordination

When Contractor is providing hoisting by tower crane, Subcontractor must deliver materials to the Project site in containers compatible with the hoisting equipment available on the Project site. Failure to comply will result in Subcontractor being assessed costs to re-handle materials.

A.5.7.1.6 Forklift Hoisting

"Free rigging" techniques must not be used when hoisting with forklifts. Any under-the-fork hoisting must be accomplished utilizing manufactured truss boom attachments or other attachments approved by the Forklift manufacturer. Forklift operators must be certified on the equipment they are operating by a qualified training agency.

A.5.7.2 Fall Protection

All Subcontractor's employees, visitors and Associated Parties exposed to fall hazards (as defined in the Safety Requirements) shall be protected by means of fall prevention or fall protection devices. Where fall hazards cannot be eliminated, 100% continuous fall protection for fall hazards shall be implemented. Subcontractor is solely responsible for (i) determining the methods used for fall protection, (ii) inspection and maintenance of devices, and (iii) training its employees and Associated Parties on such fall protection methods and devices.

A.5.7.3 Ladders and Stairways

All ladders and stairways (including job-made ladders) shall be rated for 300 lbs or greater, hold a leansafe rating, and be inspected, constructed and used in accordance with manufacturer's specifications and all applicable Laws. Portable extension, straight and typical step ladders constructed of conductive materials (metal) are not permitted.

A.5.7.4 Scaffold

All scaffolds shall be erected, used, and dismantled in accordance with manufacturer's specifications and all applicable Laws. Subcontractors using scaffolds shall adequately guard, barricade or protect areas located below the scaffold.



A.5.7.5 Aerial Lifts

All aerial lifts (scissor or boom) shall be used in accordance with manufacturer's specifications and all applicable Laws. In addition, any worker who is operating or using an aerial lift shall be properly trained in the operation, use, and emergency procedures involved with the lift. Subcontractor's employees, visitors and Associated Parties using an aerial lift must use appropriate fall protection devices at all times.

A.5.7.6 Electrical

Subcontractor is responsible for inspecting their power tools and electric cords prior to each use. Damaged equipment must be repaired or removed from service.

A.5.7.6.1 Temporary Electric

If Subcontractor provides temporary electric or lighting, its installation of temporary electric and lighting must comply with all applicable Laws.

- .1) Subcontractor must post the name and contact information for the individual identified to address temporary power issues at each panel;
- .2) Temporary electric must be protected by a ground fault circuit interrupter (GFCI) and cover plate for both temporary and permanent outlets;
- .3) GFCI breakers and outlets must be tested by Subcontractor prior to "in-service" and periodically thereafter. Subcontractor will maintain a record of the tests and provide it to Contractor on request;
- .4) Open conductors must be protected in conduit, boxes or equivalent;
- .5) Wire for lighting within stairwells must be protected by conduit or wiring design. Unprotected open conductors are not permitted; and
- .6) All live circuit panels must have an OSHA compliant panel cover installed. Energized panels are not to be left unattended or unprotected in accordance with NFPA 70E. Panels that are turned off must be properly locked and tagged.

A.5.7.6.2 Cords

All electric cords must be inspected, tested and marked per the Assured Equipment Grounding Program. Further, electric cords must be managed to avoid creating a trip hazard or in areas where the cord will be damaged. Suspended cords must be secured with a non-conductive material.

A.5.7.6.3 Work on Equipment

Whenever work is to be done on a piece of equipment, including building equipment and or Subcontractors' equipment, OSHA's Control of Hazardous Energy standard and all applicable Laws must be followed. Work on energized equipment should be done under a lock-out/tag-out protocol.

A.5.7.6.4 Overhead Utilities

Before commencing the Subcontract Work, Subcontractor must make a thorough inspection to determine the type and location of all overhead utilities at the Project site. If any portion of the Subcontract Work will be performed in proximity to overhead utilities, Subcontractor must make employees aware of all precautions and procedures to be followed. Appropriate clearance distances shall be maintained throughout the course of the Subcontract Work. If Subcontractor cannot maintain appropriate clearances, Subcontractor must contact the appropriate utility and discuss alternative methods for addressing the hazards.

A.5.7.7 Fire Prevention / Hot Work

Before commencing any welding and burning work ("Hot Work"), Subcontractor must get approval from Contractor ("Hot Work Permit"). All Hot Work shall be done in accordance with OSHA standards, local fire codes and industry best practices. Any worker using gas welding or burning equipment must be fully trained in the use of the equipment, which must be maintained in accordance with Section A.5.3.8. Subcontractor must provide fire extinguishers appropriate for the Hot Work. At minimum, a class 2-A:20-B:C fire extinguisher must readily accessible from the location where the Hot Work is performed (in all instances, not to exceed 20 feet).

A.5.7.8 Excavation

No excavation shall commence on the Project site, regardless of size, depth, or equipment used unless the operation has been authorized by Contractor. Subcontractor is responsible for (i) one-call notifications, (ii) obtaining their own dig authorization number, (iii) secondary independent locates, (iv) renewal of permits, and (v) barricading and/or covering any excavation at the end-of-shift.

A.5.8 Prohibited Items

A.5.8.1 Firearms

Subcontractor will not permit the use or introduction of firearms at the Project site.

A.5.8.2 Listening Devices

Use of headphones or other personal entertainment listening devices is specifically prohibited. Use of radios, CD players, and other devices audible to others shall be allowed at the sole discretion of Contractor.



A.5.9 Drug and Alcohol

A.5.9.1 Drug and Alcohol-Free Workplace

Contractor recognizes that drug and alcohol abuse in the workplace is a major concern. The nature of the construction industry requires that all workers on a project site be in a condition to perform their jobs safely and efficiently, free from impairment caused by alcoholic beverages, marijuana, or controlled substances. Contractor requires that Subcontractor provide only unimpaired, drug and alcohol free workers to the Project. Subcontractor must advise its employees and Associated Parties that:

- .1) Workers at the Project site are expected and required to report to work in an appropriate condition, unimpaired by alcoholic beverages, marijuana or controlled substances, ready and able to work safely; and
- .2) The unlawful or unauthorized use, possession, sale, transfer, transportation, manufacture, distribution, purchase, solicitation, or dispensing of alcoholic beverages, marijuana, controlled substances, or drug paraphernalia while on duty, on the Project site, or while operating any work-related vehicle, machinery, or equipment is strictly prohibited.

A.5.9.2 Reasons for Testing

Workers at the Project site, including but not limited to Subcontractor's employees and Associated Parties may be subjected to drug and/or alcohol testing in the following circumstances:

- .1) When the worker's conduct or behavior, in Contractor's judgment, creates a reasonable suspicion of possible impairment by alcohol, marijuana, or controlled substances ("Reasonable Suspicion Test"); or
- .2) Following any incident or near-miss, provided there is an objectively reasonable basis to believe that impairment by alcohol, marijuana, or controlled substances may have caused or contributed to the incident or near-miss ("Post Incident Test").

A.5.9.3 Testing Process

Upon request of Contractor, Subcontractor agrees to obtain, at its own expense, a Reasonable Suspicion Test or Post Incident Test for any of its employees or Associated Parties. Contractor may itself obtain a Reasonable Suspicion Test or Post Incident Test, at Subcontractor's expense, for a Subcontractor employee or Associated Party if either (i) it is impractical to wait for the Subcontractor or Associated Party to obtain such a test, or (ii) the Subcontractor or Associated Party refuses to comply with Contractor's request to obtain such a test.

A.5.9.4 Testing Results

Drug test results must be provided directly to Contractor's Human Resources Department by a qualified testing agency. Unless Contractor grants a specific exception, Subcontractor agrees to immediately remove from the Project site any employee or Associated Party (for whom a drug test is required) until the results of the drug test are verified by Contractor. Any Subcontractor employee or Associated Party with a positive drug test shall be removed immediately from all of Contractor's projects. A refusal to submit to a drug test shall be treated as a positive drug screen and may result in permanent prohibition from working on any of Contractor's projects.

A.5.9.5 Right to Inspect

Subcontractor must notify its employees and Associated Parties that Contractor reserves the right to inspect any person, locker, toolbox, vehicle, package, purse, handbag, briefcase, lunchbox, backpack, or other possession brought to the Project site.

A.5.10 Associated Parties

Subcontractor must include the Safety Requirements in its written contracts with Associated Parties and hold them responsible for compliance with the same.

A.5.11 Violation of Safety Requirements

Violation of Safety Requirements by Subcontractor's employees, visitors and Associated Parties may result in sanctions. Sanctions may include, without limitation:

- .1) Individuals may be removed from the Project site for (i) a specified duration, or (ii) the remainder of the Project;
- .2) Subcontractor or individuals may be prohibited from working on Contractor's future projects;
- .3) Subcontractor may be required to provide additional training and/or supervision; and
- .4) Termination of the Subcontract for cause pursuant to Section 10.2.2.1 of the Agreement.