

Exhibit B – Project Specific Provisions

Prime Contract

Limitations on Overhead and Profit for Changes to the Subcontract Work

- .1 Subcontractor's overhead and profit for increases in the cost of its portion of the Work is limited to 15%.
- .2 For deductive changes in the Subcontract Work, the Subcontract Sum will be reduced by the total cost attributable to the deductive change, plus 15%.

Sustainability Objectives

- .3 Subcontractor must comply with the Owner's sustainability objectives as indicated by the selection below.

 Subcontractor acknowledges that the Owner has determined that it is in the best interest of the Owner, Project and community at large to utilize sustainable practices for the construction of the Project. As such, the Subcontractor must, when commercially practical, make a good faith effort to comply with the Owner's sustainability objectives included in the Prime Contract, if any.

 Subcontractor acknowledges that the Owner's sustainability objective for the Project is (are) NGBC GOLD. Subcontractor warrants that the Subcontract Sum includes all costs and expenses relating to performing the Subcontract Work in accordance with the Owner's sustainability objective.
- .4 Subcontractor's failure to comply with the Owner's sustainability objective will bind Subcontractor to the same consequences as those to which Contractor is bound.

Equity Objectives

- .5 Subcontractor must comply with the Owner's equity objectives as indicated by the selection below.

 Subcontractor acknowledges that the Owner has determined that it is in the best interest of the Owner, Project and community at large to have voluntary hiring objectives for the construction of the Project. As such, the Subcontractor must, when commercially practical, either in its own self-performed work or as part of its subcontractor selection process, consider diversity, apprenticeship positions and potential job training employment for lower income residents of the community. As part of such commitment, Subcontractor must make a good faith effort to comply with the Owner's equity objectives included in the Prime Contract, if any.

 Subcontractor acknowledges that the Owner's equity objective for the Project is 30% participation by COBID certified firms. Subcontractor warrants that the Subcontract Sum includes all costs and expenses relating to performing the Subcontract Work in accordance with the Owner's equity objective.
- .6 Upon request of Contractor, Subcontractor must submit a plan that details its approach to complying with the Owner's equity objective.
- .7 Subcontractor's failure to comply with the Owner's equity objective will bind Subcontractor to the same consequences as those to which Contractor is bound.
- .8 Subcontractor acknowledges that its compliance with the Owner's equity objective may be audited at the end of the Project and that failure to comply with the Owner's equity objective may result in a penalty. Any such penalties incurred by Contractor resulting from the failure of the Subcontractor to comply with Owner's equity objective will be at Subcontractor's expense.

City of Portland Workforce Training and Hiring

- .9 Subcontractor acknowledges that subcontracts with a Subcontract Sum greater than \$300,000 are subject to City of Portland Workforce Training and Hiring requirements. Subcontractor agrees to comply with the City of Portland Workforce Training and Hiring requirements.
- .10 Subcontractor warrants that (i) it understands the City of Portland Workforce Training and Hiring requirements including, without limitation, submission of monthly reports, (ii) it understands that its failure to comply with City of Portland Workforce Training and Hiring requirements may result in a penalty, (iii) and the Subcontract Sum includes all costs and expenses relating to performing the Subcontract Work in accordance with the City of Portland Workforce Training and Hiring requirements.
- .11 Subcontractor's failure to comply with the City of Portland Workforce Training and Hiring requirements will bind Subcontractor to the same consequences as those to which Contractor is bound.

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- .12 Any penalties incurred by Contractor resulting from the failure of the Subcontractor to comply with the City of Portland Workforce Training and Hiring requirements will be at Subcontractor's expense.

Wage Requirements

- .13 Subcontractor acknowledges that the Subcontract is subject to BOLI Commercial Prevailing wage Davis Bacon Prevailing wage Requirements and warrants it (i) will pay all those performing the Subcontract Work in accordance with the same, (ii) complete and submit reports and payroll certifications as may be required, and (iii) post wages bonds, if so required.
- .14 Any penalties incurred by Contractor resulting from the failure of the Subcontractor to comply with such wage requirements will be at Subcontractor's expense.

Payment

Progress Payments

- .15 Notwithstanding Section 5.2 of the Agreement (but still subject to the conditions of payments in Section 5.4 of the Agreement), Subcontractor must submit an application for payment to Contractor by the 20th day of the previous month to be eligible for payment by the last day of a month.
- .16 Subcontractor must submit a schedule of values, in a form approved by Contractor, allocating the entire Subcontract Sum to the various portions of the Subcontract Work. This schedule will be used as a basis for reviewing the Subcontractor's application for payment.

Stored Materials

- .17 If approved in advance by the Contractor, the Subcontractor may include the costs materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Subcontract Work. Payment may similarly be made for materials and equipment suitably stored off the Project site at a location agreed upon in writing.
- .18 Payment for materials and equipment stored on or off the Project site shall be conditioned upon compliance by the Subcontractor with procedures required under the Prime Contract and/or as may be required by the Contractor.
- .19 In all events, the Subcontractor shall comply with the following specific requirements governing materials and equipment stored off the Project site:
 - a. With each application for payment, the Subcontractor shall submit to the Contractor a written list identifying each location where materials are stored off the Project site and the value of materials at each location.
 - b. Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and the Owner's lenders, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
 - c. The Subcontractor shall procure insurance satisfactory to the Contractor for materials stored off the Project site in an amount not less than the total value thereof.
 - d. The consent of any surety shall be obtained to the extent required prior to payment for any materials stored off the Project site.
 - e. Representatives of the Contractor, the Owner and the Project lenders shall have the right to make inspections of the storage areas at any time.
 - f. All materials and equipment stored on or off the Project site must be (i) stored in a bonded facility that is approved by Contractor in writing, (ii) protected from diversion, destruction, theft, and damage to the satisfaction of the Contractor, (iii) specifically marked for use on the Project, and (iv) segregated from other materials at the storage facility.

Bill for Changed or Revised Subcontract Work

- .20 Any Claim for Adjustment relating to changed or revised Subcontract Work must be approved by Subcontract Change Order before they are included in an application for payment.

Changes

Claim for Adjustment – Notice

- .21 Before commencing any changed or revised Subcontract Work, Subcontractor must submit notice of its intent to make a claim for adjustment.

Claim for Adjustment – Supporting Data

- .22 Any claim for adjustment to the Subcontract Sum must be accompanied by such data substantiating Subcontractor's claim as Contractor may require. Claims must, at a minimum, be accompanied by a detailed cost estimate that includes the following:
 - a. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, and workers' compensation insurance;

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- i. Productivity calculations must be disclosed.
- b. Costs and quantity of materials, supplies, and equipment, including cost of transportation;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Subcontractor or others;
 - i. Durations must be disclosed.
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes;
- e. Supervisory costs; and
- f. Overhead and profit.

Subcontract Change Directive - Disagreement on Adjustments

- .23** If the Contractor issues a Subcontract Change Directive, and the Contractor and Subcontractor cannot agree to an adjustment to the Subcontract Sum, the Contractor shall determine the adjustment on the basis of the actual expenditures and savings of those performing the Subcontract Work attributable to the change, including, in case of an increase in the Subcontract Sum, 15% for overhead, profit and all other costs not specifically allowed under ‘a’ through ‘d’ below (“Default Adjustment”). Notwithstanding the foregoing, the Default Adjustment is subject to any limitations on Overhead and profit for changes in the Subcontract Work that may be imposed by the Prime Contract. In such case, the Subcontractor shall keep and present, in such form as the Contractor may prescribe, an itemized accounting together with appropriate supporting data. The costs for the purposes of this determination shall be limited to the following:
- a. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers’ compensation insurance, and other employee costs approved by the Contractor;
 - b. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
 - c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Subcontractor or others; and
 - g. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

COVID-19 Pandemic

- .24** Conditions arising from or related to the 2019-2020 novel coronavirus/COVID-19 pandemic, including without limitation existing and future working conditions, labor availability, supply-chain interruptions, material shortages, price escalations, site and personal safety issues, additional costs and time required for safe performance of the Subcontract Work, Subcontractor’s direct performance of the Work, significant increases in fuel and transportation costs, unavailability of transportation of materials or equipment, orders and directions of public authorities, laws, statutes, ordinances, codes, rules, and regulations, arising from or relating to the pandemic (collectively, “Pandemic Impacts”) may impact the Subcontractor’s ability to perform the Subcontract Work as contemplated in the Subcontract Documents. Subcontractor represents that it is able to furnish the tools, materials, supplies, equipment and labor required to complete the Subcontract Work for the Subcontract Sum and within the Subcontract Time, notwithstanding Pandemic Impacts that are known or foreseeable as of the Effective Date. Subcontractor expressly agrees that (i) Claims for Adjustment relating to unknown or unforeseeable Pandemic Impacts, if any, must be made in strict accordance with the terms of the Subcontract, and (ii) adjustments to the Subcontract Sum and Subcontract Time will only be made as provided therein.

Process

Submission Requirements

- .25** Notifications and documents must be submitted to Contractor in accordance with the table below. In the event that the (i) Subcontract, (ii) Project schedule, or (iii) the Prime Contract and its Contract Documents contain different requirements, Subcontractor must, unless otherwise ordered in writing by the Contractor, comply with the more stringent requirement.

Document Type	Copies	Submission Method	Timing	Send To
RFI	1	Email	Within 24 hours of identifying the condition	Superintendent
Submittals	2	Email / Delivery	In accordance with the Contractor’s Submittal Schedule	Superintendent
Daily Journal	1	Email	Daily	Superintendent
Deferred Submittals	3	In Person	In accordance with the Contractor’s Submittal Schedule	Superintendent
Stamped Design (if any)	1	In Person	In accordance with Project schedule	Superintendent
Permits	1	In Person	Prior to starting the Subcontract Work governed thereby	Superintendent
Inspection Reports	1	In Person	Within 24 hours of inspection	Superintendent
Test Results	1	In Person	Within 24 hours of test completion	Superintendent
Claims for Adjustment	1	Email	5 working days before the time by which Contractor’s claim for adjustment must be made under the Prime Contract.	Project Manager
Safety Incident Notification	1	In Person	Immediately after occurrence	Superintendent

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Safety Incident Report	1	Email	Within 24 hours of occurrence, and as required thereafter	Superintendent
Schedule for Subcontract Work	1	Email	Within 24 hours of request	Superintendent
Short Interval Schedule	1	Email	Within 24 hours of request	Superintendent
As-Built Drawings	1	Email	30 days before final application for payment	Superintendent
O&M Data	1	Email	30 days before final application for payment	Superintendent
Waste Management Plan	1	Email	Prior to starting the Subcontract Work	Superintendent
Staging Plan	1	Email	Prior to starting the Subcontract Work	Superintendent

Schedule

- .26 The Project schedule attached to the Agreement, if any, is the initial construction schedule (“Baseline Construction Schedule”). The construction schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Baseline Construction Schedule will be periodically updated to reflect actual conditions (“Current Construction Schedule”). The Subcontractor must perform the Subcontract Work in accordance with the Current Construction Schedule.
- .27 Upon request of Contractor, Subcontractor shall provide a detailed schedule for the Subcontract Work (“Schedule for Subcontract Work”) in a form and with a level of detail that is acceptable to the Contractor. The Schedule for Subcontract Work must conform to the time allowed for the Subcontract Work in the Current Construction Schedule.
- .28 Upon request of Contractor, Subcontractor shall provide a three week "look ahead" schedule (“Short Interval Schedule”) in a form and with a level of detail that is acceptable to the Contractor. The Schedule for Subcontract Work must conform to the time allowed for the Subcontract Work in the Current Construction Schedule.

As-Builts, Submittals and Shop Drawings

- .29 Subcontractor must provide complete shop drawings and dimensional analysis, which must be provided in U.S. dimensions (not metric).
- .30 Subcontractor must take field measurements of any existing conditions related to the Subcontract Work, and shall observe any conditions at the site affecting it.
- .31 Subcontractor must ensure that as-built information is updated on a weekly basis on the record set of plans.

Close-out

- .32 Subcontractor must submit final as-built drawings, warranties, product data, submittal information, operation and maintenance information (O&M Data) all in a form approved by Contractor and in accordance with the Submission Requirements set forth in this exhibit.
- .33 Subcontractor must notify the Contractor when the Subcontractor considers that the Subcontract Work is substantially complete. Subcontractor acknowledges that the Contractor and others may inspect the Subcontract Work and create lists of items to be completed or corrected prior to final payment (“Punchlists”). Subcontractor agrees to complete the items on the Punchlists (i) to the satisfaction of the Contractor, and (ii) in accordance with the schedule provide by the Contractor

The Site

Work Hours and Noise Control

- .34 Performance of construction activities at the Project site is limited to the Hours of Operation in the table below. Performance of construction activities at the Project site outside of the Hours of Operation must be approved in advance by Contractor. All requests to perform construction activities at the Project site outside of the Hours of Operation must be submitted to Contractor at least 24 hours in advance.

Day of Week	Hours of Operation
Mon – Fri	7:00 AM to 5:00 PM
Sat	None
Sun	None
Federal Holidays	None

- .35 Subcontractor must comply with the noise restrictions of all applicable authorities having jurisdiction. Any fines incurred by Contractor resulting from the failure of the Subcontractor to comply with the noise restrictions of an applicable authority having jurisdiction will be at Subcontractor's expense.

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Site Supervision

- .36 Subcontractor must designate a representative (“Subcontractor Supervisor”) who has the authority to make agreements and otherwise act for the Subcontractor. All directions and notices given to and by Subcontractor Supervisor are binding upon Subcontractor.
- .37 The Subcontractor must ensure that the Subcontract Work performed by its employees and Associated Parties complies with all applicable ADA (Americans with Disabilities Act) and FHA (Fair Housing Act) requirements and standards.
- .38 The Subcontractor Supervisor must be familiar with the scope of the Subcontract Work and the terms of the Subcontract.
- .39 The Subcontractor Supervisor must always be accessible by cell phone when Subcontractor’s employees are on site.
- .40 The Subcontractor Supervisor must be able to communicate with Subcontractor’s employees on the site and speak English fluently.
- .41 Subcontractor must not change the Subcontractor Supervisor without the prior approval of the Contractor.
- .42 While Subcontractor is performing the Subcontract Work at the Project site, Subcontractor Supervisor (or other representatives, as designated by Contractor) must:
 - a. Attend and participate in coordination meetings, which will typically be conducted weekly on the Project site. The date and time of these meetings will be determined by Contractor;
 - b. Attend a daily planning huddle prior to the beginning of work each day where trade coordination, deliveries, and safety issues will be reviewed. Subcontractor Supervisor shall be prepared to discuss these topics as it relates to the Subcontract Work; and
 - c. Submit a daily activity report to Contractor (“Daily Journal”). Each Daily Journal must list, at a minimum, the date of work, total crew size, work activities, hindrances, and any injuries or safety issues and their remedy.

Site Access

- .43 Subcontractor must require that its employees (and the employees of its Associated Parties) ‘sign in’ and ‘sign out’, every day they perform the Subcontract Work at the Project site, at the location and using the method selected below. Every individual must (i) provide a state issued driver license or identification card upon request of Contractor – at any time, (ii) ‘sign in’ and ‘sign out’ in person. Under no circumstances can one individual ‘sign in’ or ‘sign out’ for another individual.
 - Each individual must sign in’ and ‘sign out’ using the sheet located in the Contractor’s site office. Names must be printed legibly.
 - Each individual must sign in’ and ‘sign out’ using an electronic tracking system. Contractor will issue a tracking device (key fob or hard hat) to each individual, which must (i) be kept on their person whenever they are at the Project site, (ii) used to sign in’ and ‘sign out’ the entry portal(s) specified by the Contractor, and (iii) be returned when the individual is no longer performing the Subcontract Work.
 - During the initial stages of the Project, each individual must sign in’ and ‘sign out’ using the sheet located in the Contractor’s site office. Names must be printed legibly. As the work progresses, the Contractor will transition to an electronic tracking system. Subcontractor will provide advance notice of the transition. As part of the transition, Contractor will issue a tracking device (key fob or hard hat) to each individual, which must (i) be kept on their person whenever they are at the Project site, (ii) used to sign in’ and ‘sign out’ the entry portal(s) specified by the Contractor, and (iii) be returned when the individual is no longer performing the Subcontract Work.
- .44 Any fines incurred by Contractor resulting from the failure of employees of Subcontractor or its Associated Parties to comply with the Project site access requirements will be at Subcontractor’s expense.
- .45 If a dual gate protocol (a separate entry to the Project site for union and non-union workers) is implemented, Subcontractor must ensure that its employees (and the employees of its Associated Parties) comply with the protocol.

Conduct

- .46 Unless the Contractor has designated an approved location, vaping, smoking or tobacco use at the Project site is strictly prohibited.
- .47 Subcontractor will remove and replace any its employees (or the employees of its Associated Parties) that the Contractor believes (i) is not capable of working harmoniously with other trades, crafts, and any other individuals, (ii) is not safely or adequately performing their duties, or (iii) is not conducting him/herself appropriately at or around the Project site. Such removal and replacement will be at the Subcontractor’s expense, without adjustment to the Subcontract Sum or Subcontract Time.

Deliveries

- .48 All Subcontractor deliveries must be made at a time and in a place approved by Contractor.
- .49 To ensure that deliveries can be properly scheduled and coordinated, Subcontractor must provide no less 72 hours advance notice of any delivery to Contractor. If the Subcontractor fails to provide 72 hours advance notice of a delivery, all redelivery costs be at the Subcontractor’s expense, without adjustment to the Subcontract Sum or Subcontract Time.

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- .50 Subcontractor must limit queues of trucks delivering materials to the Project site or removing materials or debris from the Project site. Subcontractor must provide advance notice to Contractor if queues are unavoidable or extended wait times will occur. In such instances, Subcontractor must require that all drives shut down their engines while in the queue.
- .51 Subcontractor must deliver materials and products in packages or components as needed to ensure that the individual packages or components can be delivered to the portions of the Project site where the material or product will be installed
- .52 Unless otherwise agreed, Subcontractor is responsible for:
 - a. All labor and equipment necessary for transportation of their deliveries;
 - b. The protection of materials and equipment while in transit;
 - c. Necessary flagging and traffic signage required for their deliveries; and
 - d. Unloading, handling, rigging or hoisting of their deliveries.
- .53 All flaggers provided by Subcontractor must be certified and carry proof of certification when flagging.
- .54 Subcontractor acknowledges delivery vehicles greater than 53 feet in total length cannot be accommodated at the Project site.

Quality Control Program

- .55 Subcontractor must, at all times, cooperate with Contractor's Quality Control representatives.
- .56 The Contractor's Quality Control representatives will visit the Project site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Subcontract Work completed, and to determine in general if the Subcontract Work observed is being performed in a manner indicating that the Subcontract Work is in accordance with the Subcontract Documents. However, the Contractor's Quality Control representatives will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Subcontract Work.

Inspections

- .57 Subcontractor shall coordinate and schedule all inspections (including, without limitation, those by government agencies or Owner's special inspectors) necessary for proper execution and completion of the Subcontract Work.
- .58 The Subcontractor must give the Contractor timely notice of when and where tests and inspections are to be made so that the Contractor may be present for such procedures.
- .59 If a portion of the Subcontract Work is covered prior to a required inspection, it must, if requested by the Contractor, be uncovered for the Contractor's examination and be replaced at the Subcontractor's expense without change in the Subcontract Time.

Hoisting

- .60 Subcontractor must provide any temporary erection aids needed for hoisting its materials. Any such temporary erection aids must be removed by Subcontractor as soon as reasonably possible and restore any materials impacted thereby to their original condition.

Staging and Storage

- .61 Upon request of Contractor, Subcontractor must provide a staging and storage plan ("Staging Plan"), to help ensure that staging and storage locations can be properly coordinated. Subcontractor must stage or store materials or equipment in locations approved in advance by Contractor.
- .62 Subcontractor must maintain a clean and organized staging area at all times.
- .63 Subcontractor must protect materials and equipment stored in staging areas from all potential sources of damage including, without limitation, weather, theft, and vandalism.

Temporary Facilities

- .64 Subcontractor must not remove or alter the fence securing the Project site without prior permission from Contractor. If temporary removal of the fence is approved, Subcontractor must (i) assign personnel to secure the effected portion of the Project site, and (ii) re-install or repair the fence immediately upon completion of their work, or at the end of each day, whichever occurs first.
- .65 Temporary power distribution boxes and access lighting will be provided by Contractor, but Subcontractor must provide all electrical cords and task lighting for their work.
- .66 Subcontractor must provide power for all equipment and tools drawing large loads or requiring unusual sources. All such special power requirements must be coordinated with Contractor but are the Subcontractor's responsibility.
- .67 Subcontractor must supply drinking water for its employees and the employees of its Associated Parties.
- .68 Contractor will not provide internet or telephone services. Subcontractor must provide such services at their own expense.
- .69 Contractor will provide temporary toilets at the Project site.
- .70 Parking at the Project site is limited as indicated by the selection below.

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- Subcontractor acknowledges that there is no parking available at the Project site. Individuals must make their own accommodations (at their own expense).
- Subcontractor acknowledges that there is limited parking available at the Project site. A limited number of parking passes will be issued and must be displayed on the vehicle dashboards. Vehicles without parking passes or parked illegally will be towed at the owner's expense. Individuals without parking passes must make their own accommodations (at their own expense).
- Contractor will provide parking at the Project site. Parking passes will be issued and must be displayed on the vehicle dashboards. Vehicles without parking passes or parked illegally will be towed at the owner's expense.
- .71 Space for Subcontractor offices and storage facilities at the Project site is limited as indicated by the selection below.
- Subcontractor acknowledges that there is no space for Subcontractor offices or storage facilities at the Project site.
- Subcontractor acknowledges that there is limited space for Subcontractor offices or storage facilities at the Project site. If Subcontractor would like space at the Project site, Subcontractor must submit its space requirements to Contractor. Contractor will make reasonable efforts to accommodate such requests but makes no guarantees that Subcontractor will be allocated space.
- Contractor will provide space for Subcontractor's offices or storage facilities at the Project site. If Subcontractor would like space at the Project site, Subcontractor must submit its space requirements to Contractor. Contractor will make reasonable efforts to accommodate specific requests but reserves the right to allocate space as it sees fit.

Clean Up, Debris and Recycling

- .72 Unless otherwise provided in the Subcontract, Contractor will provide waste containers.
- .73 Subcontractor acknowledges that tools can only be cleaned / washed out at locations specifically designated by Contractor.
- .74 Subcontractor must keep property adjacent to the Project site, such as walks, pavements, and roadways clean and clear of debris created during performance of the Subcontract Work.
- .75 Subcontractor must recycle all material and debris relating to the Subcontract Work in accordance with the standards of all applicable authorities having jurisdiction. Any fines incurred by Contractor resulting from the failure of the Subcontractor to comply with the standards of an applicable authority having jurisdiction will be at Subcontractor's expense.
- .76 Subcontractor must create a plan, in a form and with a level of detail that is acceptable to the Contractor, that provides for the identification, tracking and disposition of all material and debris removed from the Project Site by Subcontractor and its Associated Parties ("Waste Management Plan").
- .77 If the Contractor provides recycling containers at the Project Site, Subcontractor must;
- Obtain permission before using such containers;
 - Ensure that material and debris are separated and deposited in the correct container.

Protection of Property

- .78 Subcontractor must take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage to the work of others and other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .79 Upon Final Completion of the Work, Subcontractor will remove any temporary safeguards it placed at or around the Project site.
- .80 Subcontractor must take all reasonable precautions to prevent contamination of public streets during transportation of material to and from site. Such precautions include, without limitation:
- Fully covering all loads; and
 - Ensuring all vehicles shall stay on rocked and paved surfaces.
- .81 Subcontractor must not remove or adjust any tree protection fencing without prior Contractor approval.
- .82 Demolition or excavation occurring in tree root zones (typically matching the tree canopy line) must be conducted under the supervision of a qualified arborist. Subcontractor agrees to comply with any special construction methods specified by the arborist.

Temporary Loading

- .83 Subcontractor must take independent actions to verify that any temporary load it introduces during performance of the Subcontract Work does not exceed the load capacity of the structure.
- .84 If loads in excess of the capacity of the structure are required to complete the Subcontract Work, Subcontractor must coordinate any temporary bracing or other means or methods with Contractor in advance.

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Erosion and Sediment Control

- .85 Subcontractor must take independent actions to ensure that sediment laden water attributable to the Subcontract Work does not enter storm drainage or adjacent waterway systems.
- .86 Subcontractor must comply with all erosion control requirements of all applicable authorities having jurisdiction. Any fines incurred by Contractor resulting from the failure of the Subcontractor to comply with the erosion control requirements of an applicable authority having jurisdiction will be at Subcontractor's expense.
- .87 Subcontractor must not remove or alter any erosion control, silt fencing or any other temporary device ("ESC Device") without prior permission from Contractor. If temporary removal of an ESC Device is approved, Subcontractor must re-install ESC Device immediately upon completion of their work, 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.
- .88 Subcontractor must promptly repair any damage to an ESC Device damaged that is caused by Subcontractor or its Associated Parties.

Survey and Excavation

- .89 Subcontractor must not disturb or remove any survey or staking point without approval of Contractor. Any survey or staking point that is removed by Subcontractor without approval of Contractor will be replaced at the Subcontractor's expense.
- .90 Subcontractor shall verify all existing underground utility locations before performing any excavation.
- .91 Subcontractor must use non-mechanical means to expose all utilities, known and unknown when Subcontract Work is performed around existing utilities. Non-mechanical means to include a suction excavator, vacuum excavator, or similar equipment designed to excavate while leaving existing utilities undamaged.

Fireproofing

- .92 Subcontractor must provide UL listed assembly details for each penetration resulting from the Subcontract Work, if any, and fire-caulk / fire-proof such penetrations in accordance with all applicable Laws.
- .93 Subcontractor must use, and cause all its Associated Parties to use, Hilti firestopping.

Routes, Penetrations and Fasteners

- .94 Subcontractor must carefully analyze the Subcontract Documents and coordinate the routes, penetrations and fasteners proposed in its shop drawings, including those produced by its Associated Parties, with those of all others whose work or design may interfere with Subcontractor's routes and penetrations.
- .95 In advance of performing any Subcontract Work that penetrates structural elements, Subcontractor must submit shop drawings that identify all proposed routes and penetration points. Subcontractor must not perform any such Subcontract Work until its shop drawings are approved by the appropriate design professional.
- .96 In advance of performing any Subcontract Work that includes using fasteners to attach materials to structural elements, Subcontractor must confirm all load capacities and submit a schedule of fasteners that identifies all proposed fasteners (Including composition, manufacturer, type, size, model) and the locations they will be used. Subcontractor must not perform any such Subcontract Work until its shop drawings are approved by the appropriate design professional.
- .97 Subcontractor acknowledges that any additional costs (including, without limitation, testing and special inspection costs) incurred by Contractor attributable to the failure of the Subcontractor to coordinate its routes, penetrations and fasteners will be at Subcontractor's expense without adjustment to the Subcontract Sum or Subcontract Time.