



SUBCONTRACTOR START-UP PACKAGE



INTERNAL USE ONLY

V #:	_____
VR #:	_____
Order #:	_____
Subcontract #:	_____
Cost Code:	_____
Start Date:	_____

SUBCONTRACT AGREEMENT

THIS SUBCONTRACT IS SUBJECT TO ARBITRATION

“SUBCONTRACTOR”

Name: _____ **Phone:** _____
Email: _____

PAYMENT REMIT ADDRESS

“CONTRACTOR”

BRASFIELD & GORRIE, L.L.C.

Name: _____ **Phone:** _____
Email: _____

“OWNER”

“ARCHITECT”

“PROJECT”

SUBCONTRACT DESCRIPTION

“SUBCONTRACT PRICE”

“MONTHLY BILLING DATE”

“RETAINAGE”

("Percent")

DEFAULT PROTECTION

_____ SDP Program _____ P & P Bonds _____ Waived

The above terms are incorporated by reference and more fully explained in this Subcontract.

SCHEDULES TO THIS SUBCONTRACT (THE “SCHEDULES”)

SCHEDULE A	THE WORK
SCHEDULE B	CONTRACT DOCUMENTS
SCHEDULE C	UNIT PRICES & ALLOWANCES
SCHEDULE D	INSURANCE REQUIREMENTS
SCHEDULE E	TEMPORARY FACILITIES & SERVICES PROVIDED BY CONTRACTOR
SCHEDULE F	TAX EXEMPTION CERTIFICATE (<i>IF APPLICABLE</i>)
SCHEDULE G	STATE-SPECIFIC DOCUMENTS (<i>IF APPLICABLE</i>)
SCHEDULE H	OWNER-SPECIFIC REQUIREMENTS (<i>IF APPLICABLE</i>)
FEDERAL SCHEDULE 1	REQUIRED FEDERAL CONTRACT FLOWDOWN
FEDERAL SCHEDULE 2-A	E-VERIFY AND IMMIGRATION COMPLIANCE AFFIDAVIT
FEDERAL SCHEDULE 2-B	E-VERIFY AND IMMIGRATION COMPLIANCE AFFIDAVIT FOR SUB-SUBCONTRACTORS OF ALL TIERS
FEDERAL SCHEDULE 3-A	DAVIS BACON ACT AND RELATED ACTS INFORMATION
FEDERAL SCHEDULE 3-B	DAVIS BACON AND RELATED ACTS COMPLIANCE AFFIDAVIT
FEDERAL SCHEDULE 3-C	DAVIS BACON AND RELATED ACTS COMPLIANCE AFFIDAVIT FOR SUB-SUBCONTRACTORS OF ALL TIERS
FEDERAL SCHEDULE 3-D	SUBCONTRACTOR SF 1413
FEDERAL SCHEDULE 3-E	SUB-SUBCONTRACTOR OF ALL TIERS SF 1413
FEDERAL SCHEDULE 3-F	CERTIFIED PAYROLL INSTRUCTIONS
FEDERAL SCHEDULE 3-G	EMARS INFORMATION FORM
FEDERAL SCHEDULE 3-H	APPLICABLE WAGE DETERMINATION
FEDERAL SCHEDULE 4	SUBCONTRACTOR’S SUBCONTRACTING PLAN
FEDERAL SCHEDULE 5-A	SUBCONTRACTOR’S SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
FEDERAL SCHEDULE 5-B	SUB-SUBCONTRACTOR’S SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION
FEDERAL SCHEDULE 6-A	SUBCONTRACTOR’S SMALL BUSINESS CERTIFICATION
FEDERAL SCHEDULE 6-B	SUB-SUBCONTRACTOR’S SMALL BUSINESS CERTIFICATION

On this {Subcontract Date} (the "Subcontract Date"), Contractor and Subcontractor agree and bind themselves, their successors, and assigns as follows:

ARTICLE 1 – THE WORK

1.1 Subcontractor shall furnish all labor, qualified supervision, services, materials, equipment, tools, scaffolds, transportation, traffic control, storage, and all other items necessary to perform the work described in Schedule A to this Subcontract (the "Work"), which is a portion of the work required of Contractor under the contract between Owner and Contractor (the "Prime Contract") for the Project. Subcontractor shall perform the Work strictly in accordance with this Subcontract, including the Schedules attached to this Subcontract; applicable portions of the Prime Contract; the plans, drawings, specifications, addenda, and other documents identified in Schedule B to this Subcontract; and any subsequent modifications to this Subcontract (collectively, the "Contract Documents"). Any changes to the terms and conditions of this Subcontract must be included in an addendum, executed on Contractor's form, attached to this Subcontract, and signed by an authorized representative of each party (an "Addendum"). No other changes to these terms and conditions are valid.

1.2 The Contract Documents are available for examination by Subcontractor electronically or at the office of Contractor. The Prime Contract made available to Subcontractor will be an unpriced copy and certain confidential business terms and conditions may be redacted. Subcontractor represents and agrees that: (a) it has had access to all the Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; (b) it has previously notified Contractor in writing of all ambiguities, inconsistencies, and omissions, if any, in the Contract Documents that relate to the Work; (c) it has adequately investigated the nature and conditions of the Project site and locality; (d) it has familiarized itself with conditions affecting the difficulty of the Work; and (e) it has entered into this Subcontract based on its own examination, investigation, and evaluation and not in reliance upon any opinions or representations of Contractor.

1.3 **SUBCONTRACTOR AGREES THAT, EXCEPT AS EXPRESSLY OTHERWISE STATED IN THIS SUBCONTRACT, IT IS BOUND TO CONTRACTOR BY THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS AND THAT SUBCONTRACTOR IS OBLIGATED AND LIABLE TO CONTRACTOR TO THE SAME EXTENT CONTRACTOR IS OBLIGATED AND LIABLE TO OWNER. ALL PROVISIONS IN THE PRIME CONTRACT THAT ARE APPLICABLE TO SUBCONTRACTOR AND THE WORK ARE INCORPORATED BY REFERENCE.** Subcontractor agrees to be bound by all interpretations, decisions, or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal, or other body relative to any question, interpretation, ambiguity, or discrepancy in the Contract Documents in the same manner as Contractor is bound and agrees to comply with, and to perform, the Work as required by such interpretations, decisions, or other written instructions. If Subcontractor incurs any additional cost, delay, or disruption to the Work as a result of any such interpretation, decision, or written instruction, or as a result of any ambiguity, inconsistency, or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable or pro-rata portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict or inconsistency between the Contract Documents and this Subcontract, the terms imposing the more stringent obligations on Subcontractor shall apply.

1.5 All the obligations and duties required by this Subcontract and any Federal Acquisition Regulations and Agency Supplemental Regulations applicable to the Work or the Project, shall apply to Subcontractor and its subcontractors, suppliers, vendors, and any other individual or entity, of any tier, undertaking the performance or supply of any part of the Work (individually and collectively, the "Sub-Subcontractors"). Subcontractor shall ensure that such obligations and duties are included in all agreements with such Sub-Subcontractors. Subcontractor's failure to do so is a material breach of this Subcontract.

ARTICLE 2 – PRICE

Contractor shall pay Subcontractor the sum set forth as the Subcontract Price for the satisfactory performance and completion of the Work under this Subcontract, subject to additions and deductions as provided by the Contract Documents. To the extent that the Work or any changes or modifications are to be performed on a unit price basis, the Subcontract Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents. The Subcontract Price, and all unit prices shown in Schedule C, include compensation for all costs, direct and indirect, for Subcontractor's performance of the Work and any approved changes.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within ten (10) working days after signing this Subcontract, Subcontractor shall submit to Contractor for its written approval a detailed schedule showing a cost breakdown of the Subcontract Price according to the various line items, or parts, of the Work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payment for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Each progress payment application is Subcontractor's certification that such payment application represents the value of only the Work performed and materials supplied during the preceding billing cycle. With each payment application, Subcontractor shall submit a conditional release of lien and waiver of claims on Contractor's form and, if required by Owner, an unconditional release of lien and waiver of claims. Contractor, at its option, may also require Subcontractor to furnish satisfactory evidence including, but not limited to, interim or final lien waivers and releases from its Sub-Subcontractors, of the payment of all accounts for labor and materials pertaining to Subcontractor's performance under this Subcontract.

3.3 Payments. Subject to Article 5, within five (5) working days after receiving a progress payment from Owner (or, if applicable, in accordance with the FAR regulations), Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials that were included in Contractor's billing to Owner, less: (a) all previous payments; (b) Retainage (and any other reserve or withholding provided for in this Subcontract); and (c) all charges or back charges for services, materials, equipment, and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for costs chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor.

ARTICLE 4 – FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Subcontract Price, including Retainage, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Prime Contract on account of the Work; (d) Subcontractor has furnished to Contractor satisfactory evidence that there are no outstanding debts to Contractor or outstanding claims, obligations, encumbrances, or liens for labor, services, materials, equipment, taxes, or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings, and similar items required of Subcontractor or its Sub-Subcontractors; (f) delivery of an unconditional release of lien and waiver of claims on Contractor's form executed by Subcontractor; and (g) if Subcontractor is bonded, written consent of Subcontractor's surety. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for Work performed under this Subcontract and performed in full compliance with the Contract Documents because of Owner's refusal or inability to pay Contractor for such Work.

ARTICLE 5 – PAYMENT CONDITIONS

5.1 Subcontractor shall apply payments received from Contractor first to paying Sub-Subcontractors and to paying applicable taxes and insurance. Contractor has the right to contact any Sub-Subcontractors at any time to ensure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. If Subcontractor's Sub-Subcontractors are not being properly paid, Subcontractor acknowledges and irrevocably agrees that: (a) Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of its Sub-Subcontractors or sureties; or (b) Contractor may make payments directly to one or more of Subcontractor's Sub-Subcontractors or sureties. If Contractor elects to make payment by joint check or by directly paying Subcontractor's Sub-Subcontractors or sureties, any such payment(s) shall be accounted for as payment under this Subcontract and deducted from any amounts due to Subcontractor hereunder.

5.2 Subcontractor shall, as often as requested by Contractor, furnish all information Contractor requires, including, without limitation, a sworn statement with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Subcontractor in connection with the Work and all payments made by Subcontractor on account thereof.

5.3 Withholding, Set-Off, and Recoupment. In addition to Retainage, Contractor may withhold from any progress or final payment all amounts that are reasonably necessary to protect Contractor against all risks, including, without limitation, reasonable attorneys' fees, if any of the following occur: (a) Subcontractor fails to comply with any terms of the Contract Documents; (b) Owner reduces a payment to Contractor or back charges Contractor for reasons attributable to the Work; (c) a portion of the Work is unacceptable to Contractor, Owner, or Architect; (d) Subcontractor fails to provide evidence satisfactory to Contractor that each of its Sub-Subcontractors has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment; (e) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (f) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (g) Subcontractor, and/or any of its Sub-Subcontractors, fails to: furnish certificates of insurance, or other required insurance information in compliance with Article 12; furnish bonds (if required); or provide required information for Contractor's SDP Program in accordance with Article 11; (h) Subcontractor, and/or any of its Sub-Subcontractors, has not executed all the documents required by this Subcontract; (i) certified payrolls, if required, are not current; (j) Subcontractor, and/or any of its Sub-Subcontractors, fails to complete the daily reports required by Contractor; (k) reasonable evidence suggests that Subcontractor may not be able to fulfill its warranty obligations; or (l) Subcontractor has not met its obligations under another subcontract with Contractor. Prior to withholding any amount, Contractor shall give written notice to Subcontractor of the basis for Contractor's withholding under this Article 5.3. Subcontractor shall have five (5) calendar days after receipt of such notice to take all necessary corrective action. If Subcontractor fails to correct the basis for the withholding within the correction period, Contractor shall then have the right to withhold all amounts reasonably necessary. In addition to the foregoing, Contractor may withhold, back charge, set-off, or recoup funds from any amounts due to Subcontractor under this Subcontract, or any other agreement between Contractor and Subcontractor, including, without limitation, any agreement between Subcontractor and any joint venture or other entity in which Contractor has an ownership interest. If Subcontractor files bankruptcy or is involved in a receivership, Subcontractor consents (and shall consent to relief from the automatic stay of Section 362 of the Bankruptcy Code, if deemed necessary in Contractor's sole discretion) to Contractor's use and application of any Retainage in furtherance of Contractor's exercise of any contractual or legal rights or remedies including, but not limited to, setoff and recoupment rights.

5.4 No payment shall be evidence of the performance or progress of the Work or constitute or imply Contractor's acceptance of any portion of the Work. Acceptance of any payment shall release Contractor from all claims, or liability, other than for Retainage, for any Work, services, materials, or equipment performed or furnished, or for anything that occurred or that failed to occur, during the payment period to which the payment relates. Subcontractor's acceptance of final payment constitutes a general release of Contractor, its surety, and Owner for all claims and liability to Subcontractor and its Sub-Subcontractors, sureties, representatives, and assigns for any additional compensation or payment with respect to Subcontractor's performance under this Subcontract. Final payment shall in no way relieve Subcontractor of liability for its obligations or for faulty or defective Work discovered after final payment.

5.5 All sums are tentatively earned by Subcontractor for the partial or complete performance of the Work and any balance of unearned Subcontract Price, if and when paid by Owner to Contractor, shall constitute a fund for the purpose of: (a) full and timely completion of the Work and fulfillment of all requirements of the Contract Documents; (b) payment of any back charges or claims due Contractor from Subcontractor based upon this Subcontract or otherwise; and (c) payment to Sub-Subcontractors and others who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if the Project is bonded). Such tentative earnings shall not be due or payable to Subcontractor or anyone else claiming in Subcontractor's place and stead, including, but not limited to, a debtor-in-possession or Trustee in a bankruptcy proceeding or a court-appointed receiver in a receivership, until and unless: (a) the Work is fully and satisfactorily completed in Contractor's sole determination; (b) all Subcontract requirements are fulfilled; (c) Contractor and such persons are fully paid and satisfied; and (d) the provisions of Article 4 are fully satisfied. Subcontractor agrees to pay all Sub-Subcontractors promptly and to provide Contractor with each application for periodic progress payments and final payment, lien waivers, or proof of such payment as Contractor may require. At any time, Contractor may demand additional written evidence of Subcontractor's capability to perform and of Subcontractor's payments to such persons. Failure to furnish such additional written evidence to Contractor shall be a material breach of this Subcontract, and Contractor shall have the right to terminate Subcontractor in accordance with Article 27 or to make payment by joint check pursuant to Article 5.1. All funds Subcontractor receives from Contractor shall be held for the benefit of those furnishing work, labor, materials, services, equipment, etc., to or through Subcontractor for the Work.

ARTICLE 6 – TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor agrees to begin the Work when notified by Contractor and agrees to take any and all steps necessary to ensure that the Work is performed in time to permit Contractor to meet its obligations to Owner in accordance with the Project schedule prepared by Contractor (the “Schedule”). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor’s fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on the Schedule, and Subcontractor shall provide a written plan showing how it will recover the Schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the Subcontract Date, a detailed, proposed schedule for the Work for Contractor’s use in preparing the Schedule; (b) to begin the Work upon Contractor’s order to do so; (c) to cooperate with Contractor and its other subcontractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) to provide, when requested, all information required to prepare updates or revisions to the Schedule; and (f) to furnish, at all times, sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools, and all other items necessary to achieve the progress required by the Schedule. Subcontractor shall have input into the initial schedule, which shall be mutually agreed upon, but Contractor shall control the overall schedule and any updates to such schedule. Subcontractor shall perform the Work according to the Schedule and all revisions or updates.

6.3 Subcontractor agrees to: (a) order (for manufacture and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) furnish Contractor within thirty (30) calendar days of the Subcontract Date a list of major materials and equipment required for the Work, showing the name, address, and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor’s option, price information may be deleted); and (d) notify Contractor immediately, and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

6.4 Damages. Subcontractor shall be responsible for its proportionate share of delay damages incurred by Owner, Contractor, or other parties under Contractor’s control, caused in whole or in part by Subcontractor’s unexcused failure to timely perform its Work. Such damages may include, but are not limited to, Owner liquidated damages and/or stipulated penalties for failure to timely achieve substantial and/or final completion of the Project, Contractor’s extended general conditions costs, extended performance costs for other subcontractors and/or vendors, costs of acceleration, and any other extra expenses, including, but not limited to, reasonable attorneys’ fees, incurred because of Subcontractor’s delay. Contractor may recover Subcontractor’s share of such damages by back charge or otherwise.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent Contractor receives a time extension from Owner for performance of the Work. Provided, if Contractor or its other subcontractors delay Subcontractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Except for delays caused solely by Contractor, Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, cumulative impact, labor, inefficiency, and disruption) in the performance of the Work except to the extent Contractor receives such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless Subcontractor provides written notice of and necessary support for that delay to Contractor within two-thirds of the time period allowed by the Prime Contract or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 – CHANGES

8.1 Without notice to Subcontractor’s surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work consisting of additions, deletions, or modifications. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract.

8.2 Subcontractor agrees that it is bound by all information, including any and all disclaimers, in the Contract Documents relating to subsurface conditions, latent conditions, differing conditions, unknown conditions, or that otherwise deal with changed conditions at the Project site (“Differing Conditions”). If Subcontractor encounters Differing Conditions during the progress of the Work, Subcontractor shall notify Contractor in writing before such conditions are disturbed and in no event later than twenty-four (24) hours after the first observance of the conditions.

8.3 Within two-thirds of the time period required by the Prime Contract or within seven (7) calendar days of a change in the Work or discovery of Differing Conditions, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Conditions amply detailed and supported and conforming to the requirements of the Contract Documents and this Subcontract. Such proposal shall include, but not be limited to, a complete itemization of the costs for labor, materials, and subcontracts as well as quantities and unit prices and known or anticipated impacts to the Schedule. Subcontractor waives its rights to both cost and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Subcontract Price (including Subcontractor’s costs, if any, caused by changes to the work of others) or the time for the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor’s portion of the adjustments Owner makes under the Prime Contract (less, in the case of cost adjustments, any markup or other similar amount Owner allows for Contractor’s account). When changes are the subject of unit prices under Schedule C, the Subcontract Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units Owner allows.

8.5 Subcontractor’s price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: (a) cost of materials, including sales tax and cost of delivery; (b) cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement, or custom; (c) workers compensation insurance; (d) bond premiums; (e) actual rent for, or reasonable rental value of, Subcontractor-owned equipment and machinery; (f) all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch, and home office); and (g) profit. The cost to which overhead and profit is to be applied shall be determined in accordance with the terms of the Contract Documents. Unless specified otherwise in the Contract Documents, the combined overhead and profit included in the total cost for a change in the Work shall not exceed the following: (1) for Work performed by Subcontractor’s own forces, 10% of the cost of the Work; and (2) for Work performed by Sub-Subcontractors, 5% of the cost of the Work.

8.6 A “Change Order” to this Subcontract is a written modification of terms of this Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to cost or time adjustments as a result of changed work, including deleted Work or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties shall attempt to determine the amount of any Subcontract Price adjustment and the extent of any time adjustment prior to performance of the changed Work and promptly after the discovery of Differing Conditions. Subcontractor, however, will promptly proceed with the changed Work, and despite Differing Conditions, when Contractor issues a written directive to do so, even if Subcontractor and Contractor have not agreed upon cost and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes, or as a result of the Differing Conditions, and shall furnish such records to Contractor weekly. The final adjustment in the Subcontract Price or time of performance, as a result of the changed Work or the Differing Conditions, will be determined after the Work is finally completed. Subcontractor’s failure to comply with Contractor’s written directive to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work unless it receives a written directive from Contractor, or the parties sign a Change Order that covers the changed work. Subcontractor shall not be entitled to a cost or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

8.9 If there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work on receipt of Contractor’s written directive to do so. Subcontractor shall make any claim for a Subcontract Price or time adjustment as if such work were changed Work; if Contractor and Subcontractor cannot reach an agreement regarding the work in dispute, the issue shall be resolved as provided in Article 29.

ARTICLE 9 – PRICING AND DOCUMENTATION

9.1 General. Subcontractor agrees to comply fully with all federal, state, and local laws, ordinances, and regulations relating to cost and pricing data (including certification thereof), audit of books and records, and certification of claims to the full extent such laws, ordinances, and regulations are applicable to Contractor.

9.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Article 9.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by Subcontractor in connection with any claim, proposal, or request for an addition to, or decrease in, the Subcontract Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved, or reasonably expects to incur or save, and shall set forth the adjustment in the Subcontract Price and extension of time that Subcontractor in good faith believes it should receive.

9.3 Audit. In addition to and without limiting the obligation assumed in Article 9.1 above, Subcontractor agrees that Contractor, or an independent auditor selected by Contractor, may audit Subcontractor’s books and records to verify the completeness and accuracy of the cost and pricing data Subcontractor submitted to Contractor in connection with any claim or any proposed or requested adjustment to the Subcontract Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor’s cost and pricing data was materially incomplete and inaccurate, in which case Subcontractor shall bear the cost. Contractor’s audit rights are limited to verifying the completeness or accuracy of cost and pricing data Subcontractor submitted in connection with any change proposal, claim, or requested adjustment to the Subcontract Price. Furthermore, Subcontractor acknowledges that Owner may have the right to audit Contractor or Subcontractor during or after construction of the Project. If Owner exercises such right, and Owner’s audit affects Subcontractor’s Work, Subcontractor shall cooperate fully with Contractor and Owner during the audit process and shall be bound by the result. Subcontractor shall bear its own costs and expenses associated with such an audit unless the Prime Contract provides otherwise.

9.4 Certification of Claims. In addition to and without limiting the obligation assumed in Article 9.1 above, upon Contractor’s written request, Subcontractor shall have a responsible, authorized officer execute and furnish a certification that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data is accurate and complete to the best of Subcontractor’s knowledge and belief, and that the cost or time adjustments requested accurately reflect the adjustment(s) for which Subcontractor believes Contractor and/or Owner is liable.

9.5 Taxes. Subcontractor shall cooperate with Contractor in providing any information or preparing any documents that Owner may require to take advantage of any tax credit or exemption that may be applicable to the Project. The applicable tax exemption certificate will be attached to this Subcontract as Schedule F. Subcontractor represents that it is familiar with any and all sales and use tax and related exemptions applicable to Subcontractor’s performance on the Project. Subcontractor acknowledges that Contractor has relied on Subcontractor’s representations as to whether the Work performed and material supplied are subject to sales and/or use tax. Subcontractor’s miscalculation in determining the applicability of any sales and/or use tax, or Subcontractor’s misrepresentation of its tax status, shall not entitle Subcontractor to a change in the Subcontract Price.

9.6 Owner Direct Purchases. If Owner directly purchases materials that were included in Subcontractor’s Work to take advantage of any sales tax exemption or credit, Subcontractor shall execute all documents necessary for such transaction. Subcontractor shall cooperate with and assist Contractor and Owner in drafting purchase orders for such materials. Subcontractor shall advise Contractor and Owner regarding any long lead times or special ordering requirements for such materials. Subcontractor shall cooperate with and assist Contractor and Owner in scheduling timely delivery of such materials. Subcontractor shall be responsible for inspecting such materials upon delivery and promptly advising Contractor and Owner of any damages or discrepancies regarding the materials delivered in sufficient time for Owner to make a claim, where appropriate. Notwithstanding the foregoing, Owner’s election to purchase materials directly shall under no circumstance release Subcontractor from any of its obligations under this Subcontract.

9.7 Record Keeping and Retention. Subcontractor shall keep full and accurate accounts and records related to the Project. The records shall be kept in an organized manner. Subcontractor shall maintain the records and accounts for a period of not less than ten (10) years or a longer term if required by the Prime Contract or applicable laws or regulations. Subcontractor shall provide access to these records and accounts to Contractor, or its auditor, as allowed by this Subcontract. Parties reviewing such documents will execute a confidentiality agreement to the extent necessary to protect confidential and proprietary information included in the documents.

9.8 Indemnity. In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to defend (at Contractor’s sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties (hereinafter defined) from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims, and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under this Article 9.

ARTICLE 10 – CONFIDENTIALITY

10.1 Subcontractor, and its Sub-Subcontractors, shall not disclose any information, material, document, photograph, video, or any other information related to the Project, whether received verbally or in writing, and whether received prior or subsequent to the signing of this Subcontract, that has been designated as confidential, proprietary, or a trade secret, or that Subcontractor should reasonably have known was confidential, proprietary, or a trade secret (“Confidential Information”). In addition, Subcontractor shall be bound by the confidentiality obligations set forth in the Prime Contract including, but not limited to, the requirement that Subcontractor execute a non-disclosure agreement and flow down such requirements to its Sub-Subcontractors.

10.2 Subcontractor, its Sub-Subcontractors, and any other party over whom Subcontractor has control, shall not disclose any Confidential Information relating to, arising from, or otherwise identifying the Project, or any of their Work related to the Project, using any form of Social Media without first obtaining Contractor’s written authorization. For purposes of this Article, “Social Media” includes all means of communicating or posting information or content of any sort on any communications service or network, including, but not limited to, the Internet, television, radio, and print media. This includes, but is not limited to, communicating in or posting information or content to Subcontractor’s own or some other party’s web blog, online journal or diary, website, social network, dating or affinity website, wiki, forum, chat room, or any other form of communication, such as newspaper, television, radio, magazine interviews, or letters to the editor.

10.3 Subcontractor shall advise its employees and Sub-Subcontractors of the requirements set forth in this Article and the Prime Contract and shall include an identical provision in all agreements between said parties pertaining to the Project.

10.4 Subcontractor agrees that Contractor will suffer irreparable harm from Subcontractor’s violation of confidentiality requirements. Contractor shall be entitled to seek injunctive relief to prevent or restrain any breach, or any threatened or continued breach, of this Article. Contractor shall not be required to post a bond for injunctive relief sought under this Article. Subcontractor agrees to defend (at Contractor’s sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties (hereinafter defined) from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims, and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under this Article 10.

ARTICLE 11 – SUBCONTRACTOR DEFAULT PROTECTION PROGRAM AND BONDS

11.1 Contractor, in its sole discretion, reserves the right to implement and use Contractor’s Subcontractor Default Protection Program (“SDP Program”) in lieu of or in conjunction with the use of Performance and Labor & Material Payment Bonds (“Bonds”) or other risk mitigation tools. As part of the SDP Program, Contractor may enroll Subcontractor in a subcontractor default insurance policy (“SDI Policy”), require Bonds, self-insure the risk, or use any other risk mitigation tools available. The SDP Program shall be for the exclusive benefit of Contractor. If Contractor elects to enroll Subcontractor in the SDI Policy, Subcontractor acknowledges and agrees that none of its obligations under this Subcontract are altered or impaired by enrollment, and Contractor’s rights against Subcontractor for breach or default of this Subcontract’s obligations remain in full force and effect. Contractor reserves the right to require Subcontractor to provide certain financial, surety, safety, and operational information at any time prior to commencement of the Work, and through the expiration of the warranty period, as required by the SDP Program. If requested by Contractor, Subcontractor’s timely remittance of such information shall be required as a condition of subcontract award. Additionally, if Subcontractor refuses or fails to provide the required information within a timely manner, any resulting cost for a Bond shall be at Subcontractor’s sole expense. Thereafter, at any time during the performance of the Work, Subcontractor’s failure to provide required information within a timely manner shall permit Contractor to withhold payment, suspend Subcontractor’s Work, and/or declare Subcontractor in breach of this Subcontract. Contractor reserves the right to contact Subcontractor’s surety, bonding agent, insurance agent, bank, or any other credit or reference contact during this Subcontract to confirm or update the information provided by Subcontractor. If Contractor elects to enroll Subcontractor in its SDI Policy, Contractor’s default insurance provider shall have the right of subrogation in the event of any covered loss.

11.2 In the event Contractor elects not to enroll Subcontractor in its SDI Policy, but is otherwise using its SDP Program on the Project, Subcontractor shall furnish Bonds in amounts equal to the Subcontract Price on Contractor’s standard form and with a surety or sureties satisfactory to Contractor as per Article 11.5 below. In such an event, the cost of the Bonds shall not be included in the Subcontract Price but shall be paid by Contractor upon receipt of an invoice from Subcontractor, which shall include the invoice from Subcontractor’s surety for the premium actually charged. Contractor shall not be responsible for payment of any invoice for such Bonds that is submitted after thirty (30) days following completion of the Work. Contractor may require Subcontractor to provide Bonds within ten (10) days of the Subcontract Date, or at any time thereafter as requested by Contractor.

11.3 In the event Contractor elects not to use its SDP Program on the Project, Subcontractor may be required to furnish Bonds, and such Bonds shall be in amounts equal to the Subcontract Price on Contractor’s standard form and with a surety or sureties satisfactory to Contractor as per Article 11.5 below. In such an event, the cost of the Bonds shall be included in the Subcontract Price. Contractor may require Subcontractor to provide Bonds within ten (10) days of the Subcontract Date, or at any time thereafter as requested by Contractor. If Contractor is not using its SDP Program on the Project, and if a Bond is not required by this Subcontract but is subsequently requested by Contractor, Contractor agrees to issue a Change Order for an equitable adjustment to cover the premium costs associated with the Bond. Contractor reserves the right to verify the actual cost of the Bond at any time.

11.4 Contractor reserves the right at any time during this Subcontract and warranty period, as outlined in Article 21, to require Subcontractor to provide a bond securing the obligations of Subcontractor required as a result of Subcontractor’s breach of this Subcontract, including, but not limited to, a warranty, lien, or any other bond, each in an amount requested by Contractor, on Contractor’s standard forms, or a form suitable to Contractor, and with a surety or sureties satisfactory to Contractor, at the sole expense of Subcontractor.

11.5 Any surety or sureties providing Bonds required by this Article 11 shall be lawfully authorized to transact surety business in the state where the Project is located and shall have and maintain an A.M. Best Rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide. Failure of Contractor to verify that the surety requirements have been met will not be construed as a waiver of Subcontractor’s obligation to provide such Bonds from satisfactory surety or sureties. Acceptance by Contractor of delivery of any Bonds does not constitute approval or agreement by Contractor that the minimum surety requirements of this Subcontract have been met, and failure of Contractor to identify a deficiency from evidence provided will not be construed as a waiver of Subcontractor’s obligation to provide Bonds from a satisfactory surety or sureties. In the event the surety or sureties providing any Bonds do not meet the requirements of this Article 11.5, Contractor reserves the right at any time to require replacement and/or additional bonds at the sole expense of Subcontractor.

11.6 Contractor has the right, but not an obligation, to require a consent of surety for any modification, change, or alteration to this Subcontract. Failure of Subcontractor to submit a consent of surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of this Subcontract.

11.7 No payment shall be made to Subcontractor until the required Bonds and/or SDP Program enrollment information have been delivered to Contractor. If Subcontractor cannot provide Contractor with the required Bonds, Contractor may elect, without waiving the right to insist upon Bonds at any time, to permit Subcontractor to proceed without a Bond. If Contractor subsequently elects to require a Bond, and Subcontractor either refuses to or cannot provide a Bond, then Contractor shall have the right to terminate Subcontractor's right to proceed under this Subcontract in accordance with Article 27 and to pursue any and all other remedies available to Contractor.

ARTICLE 12 – INSURANCE

12.1 Prior to commencing the Work, Subcontractor shall purchase and maintain, and shall require in writing that its Sub-Subcontractors (including any independent contractors) purchase and maintain, from companies acceptable to Contractor, insurance of the types and limits of liability, as described in the attached Schedule D and this Subcontract. The types and limits of insurance required by this Subcontract are the minimums required and shall not relieve, reduce, or limit the liability of Subcontractor. Such insurance shall remain in effect for a minimum of three (3) years after final completion of the Work.

12.2 Subcontractor shall furnish a certificate and the appropriate endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor: (a) within ten (10) calendar days after this Subcontract is executed and prior to commencing performance of the Work, whichever occurs first; (b) immediately after any renewal of coverage; and (c) at any other time reasonably requested by Contractor. The certificate shall show the required insurance to be in force and shall state that the insurance will not be canceled, non-renewed, or materially changed except after providing at least thirty (30) days actual, written notice to Contractor, or longer if required by the Contract Documents. If Subcontractor fails to furnish the certificate and endorsements required by this Article 12, Contractor shall be entitled to withhold payment in accordance with Article 5.3. Acceptance by Contractor of any certificates of insurance does not constitute approval or agreement by Contractor that the insurance requirements of this Subcontract have been met, and failure of Contractor to identify a deficiency from evidence provided will not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

12.3 Contractor shall have the right, but not the obligation, to review all of Subcontractor's insurance policies applicable to the Project. If requested in writing by Contractor, Subcontractor shall provide to Contractor a certified copy of any or all insurance policies required herein, including endorsements, within ten (10) days of any such request. Any insurance company providing any of Subcontractor's insurance, except insurance for professional and/or pollution liability, shall be lawfully authorized to transact the business of insurance in the state where the Project is located and have and maintain an A.M. Best Rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide.

12.4 Contractor has the right, but not the obligation, to prohibit Subcontractor or any Sub-Subcontractors from performing any Work until Contractor receives satisfactory evidence of insurance. Contractor may suspend the Work at any time, without an increase in the Subcontract Price, if Subcontractor fails to provide evidence of insurance complying with the terms of this Subcontract. Subcontractor is responsible for any damages resulting from Work stoppages or delays arising from Subcontractor's noncompliance with the requirements of Article 12 and Schedule D. Contractor does not waive any rights by allowing Subcontractor to enter the jobsite or to commence the Work without providing required evidence of insurance or without compliance with any other provision of this Subcontract.

12.5 At a minimum, all Sub-Subcontractors shall provide the same insurance required of Subcontractor to cover operations performed under any subcontract agreement, unless Subcontractor provides insurance on behalf of its Sub-Subcontractors. Subcontractor is responsible for any modification to these insurance requirements applicable to its Sub-Subcontractors and assumes all liability for its Sub-Subcontractors' failure to carry the required insurance. Subcontractor shall maintain certificates of insurance from all Sub-Subcontractors containing the provisions listed in this Subcontract (modified to recognize that the certificate is from a Sub-Subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary and non-contributory liability as required. Subcontractor shall provide these certificates to Contractor upon request.

12.6 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every potential loss occurring in connection with the Work and shall make available, if Contractor requests, a copy of every report made to Subcontractor's insurance carrier(s) in connection with the same.

12.7 If damage or loss to the Work can be attributed to the acts or omissions of Subcontractor (or any of its Sub-Subcontractors) and is covered by any Builder's Risk or similar property insurance policy provided by Contractor or Owner, Subcontractor shall pay the applicable deductible.

12.8 Prior to commencing the Work, Subcontractor shall cause Contractor, Owner, and their officers, agents, and employees, and any other entity(s) and/or person(s) required by the Prime Contract, to be named as additional insureds under the policies required by this Subcontract, with the exception of Subcontractor's Professional Liability, Workers Compensation, and Employers Liability Policies. Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by Subcontractor under this Subcontract, such policies shall be primary insurance for Contractor and any other Additional Insured(s) and that the insurance maintained by Contractor and other Additional Insureds shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in the attached Schedule D.

12.9 Subcontractor and its Sub-Subcontractors shall cause all insurance required by this Subcontract to be endorsed to waive all rights of subrogation against Contractor, Owner, and their respective officers, agents, and employees, and any other entity(ies) and person(s) required by the Prime Contract.

ARTICLE 13 – DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work, and Subcontractor shall maintain insurance and take protective action as it deems desirable with respect to such property. Except to the extent of any proceeds Contractor receives for the benefit of Subcontractor under a Builders' Risk or fire insurance policy, Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to Owner's acceptance of the Work. Subcontractor shall be responsible for the correction or restoration of any loss of, and all damage to, the Work occurring prior to Owner's acceptance of the Work and for the correction or restoration of any loss of, and all damage to, the work of Contractor or any other subcontractor, resulting from Subcontractor's or its Sub-Subcontractor's operations.

ARTICLE 14 – INDEMNITY

14.1 To the fullest extent permitted by law and in exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless Contractor, Contractor's parent, affiliates, and subsidiaries; Owner; any individual(s) or entity(ies) required to be indemnified in the Prime Contract; and each of their respective members, officers, directors, agents, and employees, (individually and collectively, the "Indemnified Parties" or an "Indemnified Party"), separately and severally, from and against any claim, cost, expense, or liability (including reasonable attorneys' fees), attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its Sub-Subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of an Indemnified Party; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of an Indemnified Party. Subcontractor's indemnity obligations shall not be limited as to the amount or type of damages by the provisions of any workers compensation act, disability act, or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action, or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon Contractor's written request, promptly assume the defense of such claim, suit, action, or proceeding, at Subcontractor's expense (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), and Subcontractor shall indemnify and hold harmless the Indemnified Parties from and against any liability, loss, damage, or expense, including reasonable attorneys' fees, arising out of or related to such claim, suit, action, or proceeding in accordance with Article 14.1. Contractor shall also be entitled to recover any reasonable attorneys' fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 Subcontractor expressly agrees that this indemnification, defense, and hold harmless agreement is valid and effective as of the Subcontract Date even if this Subcontract is not fully executed until after the Subcontract Date and is intended to include, without limitation, all claims, events, or losses that may have occurred on or after the Subcontract Date, regardless of whether this Subcontract was fully executed prior to the date of the claim, event, or loss. This indemnification, defense, and hold harmless agreement shall also survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

14.4 To the extent any of the provisions in this Article 14 are declared void or unenforceable by legal proceeding or otherwise, then the parties expressly agree that the provisions in this Article 14 will be enforced to the fullest extent possible for Contractor to obtain the indemnification and defense responsibilities bargained for under this Subcontract. It is expressly understood by the parties that the defense obligations under Article 14 shall survive any legal determination striking down any indemnification responsibilities of the Subcontractor under this Subcontract.

14.5 Nothing herein shall be deemed to relieve Subcontractor of its duty to defend the Indemnified Parties pending a determination of the respective liabilities of Subcontractor, Contractor, Owner, or any other Indemnified Party by legal proceeding or agreement.

IF THE PROJECT IS LOCATED IN ALASKA, ARIZONA, ARKANSAS, CALIFORNIA, CONNECTICUT, DELAWARE, ILLINOIS, IOWA, KANSAS, KENTUCKY, LOUISIANA, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEW MEXICO, NEW YORK, NORTH CAROLINA, OHIO, OKLAHOMA, OREGON, RHODE ISLAND, UTAH, WASHINGTON, OR WISCONSIN, ARTICLE 14.1 SHALL BE REPLACED WITH THE FOLLOWING:

14.1 In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless Contractor, Contractor's parent, affiliates, and subsidiaries; Owner; any individual(s) or entity(ies) required to be indemnified in the Prime Contract; and each of their respective members, officers, directors, agents, and employees, (individually and collectively, the "Indemnified Parties" or an "Indemnified Party"), separately and severally, from and against any claim, cost, expense, or liability (including reasonable attorneys' fees) attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), to the extent caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its Sub-Subcontractors, or their agents or employees, except to the extent that such claim, cost, expense, or liability was caused by the negligence of an Indemnified Party. Subcontractor's indemnity obligation shall not be limited as to amount or type of damages by the provisions of any workers compensation act, disability act, or other employee benefit act.

IF THE PROJECT IS LOCATED IN COLORADO, MASSACHUSETTS, OR NEW HAMPSHIRE, ARTICLE 14.1 SHALL BE REPLACED WITH THE FOLLOWING:

14.1 In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless Contractor, Contractor's parent, affiliates, and subsidiaries; Owner; any individual(s) or entity(ies) required to be indemnified in the Prime Contract; and each of their respective members, officers, directors, agents, and employees, (individually and collectively, the "Indemnified Parties" or an "Indemnified Party"), separately and severally, from and against any claim, cost, expense, or liability (including reasonable attorneys' fees) attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof) arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its Sub-Subcontractors, or their agents or employees, but only to the extent that such claim, cost, expense, or liability was caused by the negligence of Subcontractor, its Sub-Subcontractors, or their agents or employees. Subcontractor's obligation hereunder shall not be limited as to the amount or type of damages by the provisions of any workers compensation act, disability act, or other employee benefit act.

IF THE PROJECT IS LOCATED IN FLORIDA, ARTICLE 14.1 SHALL BE REPLACED WITH THE FOLLOWING AND 14.2 SHALL BE DELETED:

14.1 Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless Contractor, Contractor's parent, affiliates, and subsidiaries; Owner; any individual(s) or entity(ies) required to be indemnified in the Prime Contract; and each of their respective members, officers, directors, agents, and employees, (individually and collectively, the "Indemnified Parties" or an "Indemnified Party"), from and against any and all suits, actions, legal or administrative proceedings, claims, debt, demands, damages, liabilities, interest, and expense of whatever kind or nature arising from this Subcontract or its performance caused in whole or in part by any act, omission, breach, or default of Subcontractor or anyone acting under its direction, control, or on its behalf, or for which it is legally responsible in connection with or incident to the Work, whether or not caused in part by the active or passive negligence or other fault of an Indemnified Party. Subcontractor's obligation to indemnify the Indemnified Parties shall be limited to the amount of this Subcontract or \$3,000,000, whichever is greater. The parties agree this amount has a reasonable commercial relationship to this Subcontract. This indemnity obligation is part of the Project specifications or bid documents. Subcontractor's obligation to provide a defense for an Indemnified Party shall arise regardless of the merits of the

matter and shall continue until a final determination of fault is made. Contractor shall be entitled to recover actual, reasonable attorneys' fees, reasonable court costs, and all other costs, expenses, and liabilities Contractor incurs in an action to enforce all or any part of this provision. Subcontractor's obligations under this provision shall in no way limit Contractor's other rights and remedies under this Subcontract. Notwithstanding the foregoing, Subcontractor's indemnity obligations shall not include claims of, or damages resulting from, gross negligence or willful, wanton, or intentional misconduct of any Indemnified Party or its officers, directors, agents, or employees, or claims for statutory violation or punitive damages except to the extent the statutory violation or punitive damages were caused by or resulted from the acts or omissions of Subcontractor or any of its Sub-Subcontractors.

IF THE PROJECT IS LOCATED IN TEXAS, ARTICLES 14.1 AND 14.2 SHALL BE REPLACED WITH THE FOLLOWING:

14.1 EXCEPT WITH RESPECT TO CLAIMS RELATING TO BODILY INJURY OR DEATH OF AN EMPLOYEE AS DEFINED IN ARTICLE 14.2 BELOW, SUBCONTRACTOR AGREES TO AND SHALL DEFEND (AT CONTRACTOR'S SOLE OPTION AND WITH COUNSEL REASONABLY SATISFACTORY TO CONTRACTOR), INDEMNIFY, AND HOLD HARMLESS (COLLECTIVELY, "INDEMNIFY") CONTRACTOR, CONTRACTOR'S PARENT, AFFILIATES, AND SUBSIDIARIES; OWNER; ANY INDIVIDUAL(S) OR ENTITY(IES) REQUIRED TO BE INDEMNIFIED IN THE PRIME CONTRACT; AND EACH OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, (COLLECTIVELY, THE "INDEMNIFIED PARTIES" OR INDIVIDUALLY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, INJURIES, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES (COLLECTIVELY "CLAIMS"), FOR BODILY OR PERSONAL INJURIES, INCLUDING DEATH, TO ANY PERSON OR DAMAGES TO, OR DESTRUCTION OF, PROPERTY (INCLUDING THE LOSS OF USE THEREOF), ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO, OR ARISING OUT OF, IN WHOLE OR IN PART, THE WORK, THE PERFORMANCE OF THE WORK, OR THIS SUBCONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS OCCASIONED BY, CONTRIBUTED TO, OR ARISING OUT OF, IN WHOLE OR IN PART, THE NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE, OR REGULATION OR OTHER ACT OR OMISSION BY SUBCONTRACTOR, ITS EMPLOYEES, AGENTS, OR ANY SUB-SUBCONTRACTOR, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS SUBCONTRACTOR IS LIABLE, AND INCLUDING, BUT NOT LIMITED TO, ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES INCURRED BY THE INDEMNIFIED PARTIES IN DEFENSE OF SUCH CLAIMS. SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE, PASSIVE, DIRECT, INDIRECT, SOLE, OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE. NOTWITHSTANDING THE FOREGOING, IF SUBCHAPTER C OF CHAPTER 151 OF THE TEXAS INSURANCE CODE APPLIES TO THIS SUBCONTRACT, THIS INDEMNITY PROVISION SHALL NOT APPLY TO THE EXTENT THAT IT REQUIRES SUBCONTRACTOR TO INDEMNIFY AN INDEMNIFIED PARTY AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF THE INDEMNIFIED PARTY, ITS AGENT OR EMPLOYEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNIFIED PARTY, OTHER THAN SUBCONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUB-SUBCONTRACTOR.

14.2 INDEMNITY FOR EMPLOYEE CLAIMS. SUBCONTRACTOR AGREES TO AND SHALL DEFEND (AT CONTRACTOR'S SOLE OPTION AND WITH COUNSEL REASONABLY SATISFACTORY TO CONTRACTOR), INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (AS DEFINED ABOVE), FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF SUBCONTRACTOR, ITS AGENTS, OR ITS SUB-SUBCONTRACTORS (COLLECTIVELY, "EMPLOYEE" FOR THE PURPOSE OF THIS ARTICLE), ACTUALLY OR ALLEGEDLY OCCASIONED BY, CONTRIBUTED TO, OR ARISING OUT OF, IN WHOLE OR IN PART, THE WORK, THE PERFORMANCE OF THE WORK, OR THIS SUBCONTRACT, INCLUDING, BUT NOT LIMITED TO, CLAIMS DUE TO NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, VIOLATION OF ANY STATUTE, RULE, OR REGULATION, OR OTHER ACT OR OMISSION BY SUBCONTRACTOR, ITS EMPLOYEES, AGENTS, OR ANY SUB-SUBCONTRACTOR, OR THEIR RESPECTIVE AGENTS OR EMPLOYEES, OR ANY OTHER PARTY FOR WHOSE ACTS SUBCONTRACTOR IS LIABLE. SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY SHALL APPLY EVEN IF SUCH CLAIMS ARE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF AN INDEMNIFIED PARTY EVEN IF SUCH NEGLIGENCE OR OTHER ACTS OR OMISSIONS ARE ACTIVE, PASSIVE, DIRECT, INDIRECT, SOLE, OR CONCURRENT. THIS INDEMNITY AGREEMENT IS INTENDED TO INDEMNIFY THE AFOREMENTIONED INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, AS PROVIDED ABOVE.

ARTICLE 15 – ASSIGNMENTS AND SUBCONTRACTS

15.1 Subcontractor shall not assign this Subcontract, wholly or in part, without obtaining Contractor's prior written consent. Any purported assignment of this Subcontract in violation of this Article 15 shall, at Contractor's option, be null and void. Subject to the foregoing, the provisions of this Subcontract shall extend to the benefit of, and be binding upon, the permitted successors and assigns.

15.2 Subcontractor shall not subcontract any substantial part of the Work without Contractor's prior written consent. In all cases, Subcontractor shall be responsible and liable for the acts and omissions of each Sub-Subcontractor (including its Sub-Subcontractor's employees) to the same extent as if such acts or omissions were by Subcontractor and its employees.

15.3 Subcontractor shall give Contractor at least thirty (30) days' prior written notice of any substantive change in Subcontractor's management or any sale, merger, or exchange of some or all of Subcontractor's assets to another party or company.

ARTICLE 16 – COMPLIANCE

16.1 Unless expressly stated otherwise in Schedule A, Subcontractor shall, at its own expense, obtain all necessary licenses and permits required for its Work and shall comply with all statutes, ordinances, rules, regulations, and orders of any governmental or quasi-

governmental authority having jurisdiction over the Work or its performance, including, but not limited to, those relating to safety, wages, discrimination, employment authorization, and equal employment opportunity. Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties, from any loss, liability, expense (including reasonable attorneys' fees), citations, assessments, fines, or penalties resulting from violations of such statutes, ordinances, rules, regulations, or orders in connection with the performance of its Work.

16.2 Immigration. Subcontractor warrants that it, and its Sub-Subcontractors, is now, and will continue to be throughout its performance of the Work, in full compliance with the Immigration Reform and Control Act of 1986 ("IRCA"), including, but not limited to, its Form I-9 employer verification provisions, the Immigration and Nationality Act ("INA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and any future changes to these acts, as well as all other applicable federal, state, and local immigration laws and regulations. Subcontractor shall not knowingly hire or continue to employ any person who is not duly authorized to work in the United States. Subcontractor warrants that it has a Form I-9 verification policy that it administers uniformly throughout its company. Subcontractor shall provide all affidavits that may be necessary to attest to compliance.

Subcontractor warrants that it will notify Contractor immediately in writing and by in-person voice communication (not voicemail) of any unscheduled inspection, worksite enforcement action, investigation, inquiry, visit, or audit by the United States Department of Homeland Security ("DHS") or any other governmental agency or authority related to immigration issues of Contractor, Subcontractor, Sub-Subcontractors, and their corresponding employees and/or agents. Should Subcontractor ever be made aware of or receive any Notice of Inspection, Subpoena, Warrant, or any other request by a government agency regarding its employer verification practices or records, or a Request for Inspection of its I-9 forms, by DHS or the United States Department of Labor ("DOL"), it will, within one (1) business day, notify Contractor of such, and will subsequently provide a detailed explanation of Subcontractor's response and the results of the Notice of Inspection or Notice of Intent to Fine or I-9 inspection/audit request or any other inquiry. This obligation applies as well to any compliance notices received from any applicable state authority. Furthermore, Subcontractor warrants that during the term of this Subcontract, it shall and shall cause its directors, officers, managers, agents, employees, and Sub-Subcontractors to fully cooperate in all respects with any audit, inquiry, inspection, or investigation conducted by DHS, DOL, or any other applicable federal, state, or local regulatory agencies of Subcontractor, its Sub-Subcontractors, or any of their employees.

16.3 Non-Discrimination. Contractor is an equal opportunity/affirmative action employer and provides equal employment opportunity to all persons regardless of race, color, religion, sex, age, marital status, sexual orientation, gender identity, national origin, citizenship status, disability, genetic information, disabled veteran or other protected veteran status, or other characteristic protected by federal, state, or local law. Subcontractor agrees not to discriminate against any employee or applicant for employment based on race, color, religion, sex, age, marital status, sexual orientation, gender identity, national origin, citizenship status, disability, genetic information, disabled veteran or other protected veteran status, or other characteristic protected by federal, state, or local law, and Subcontractor agrees to take affirmative action to employ and advance in employment individuals without regard to the foregoing.

IF THE PROJECT IS A FEDERAL PROJECT OR IF THE PRIME CONTRACT IS OTHERWISE SUBJECT TO THE FEDERAL ACQUISITION REGULATIONS OR AGENCY SUPPLEMENTAL REGULATIONS GOVERNING NEGOTIATED PROPOSALS, CHANGE ORDERS OR CLAIMS, THE FOLLOWING PROVISIONS SHALL BE ADDED TO ARTICLE 16:

16.4 Contractor is a federal contractor to the United States Government and must comply with certain legal provisions. Subcontractor must also comply with these provisions, as applicable and to the extent Subcontractor is not exempt by law from compliance obligations. These legal provisions, which are specifically incorporated by reference into this Subcontract, are set forth in: (a) Federal Acquisition Regulation (FAR) Clauses 52.203-13 (Contractor Code of Business Ethics and Conduct), 52.203-15 (Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009), 52.219-8 (Utilization of Small Business Concerns), 52.222-26 (Equal Opportunity), 52.222-27 (Affirmative Action Compliance Requirements for Construction), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Equal Opportunity for Workers with Disabilities), 52.222-40 (Notification of Employee Rights under the National Labor Relations Act), 52.222-50 (Combatting Trafficking in Persons), 52.222-54 (Employment Eligibility Verification), 52.244-6 (Subcontracts for Commercial Products and Commercial Services), and 52.247-64 (Preference for Privately Owned U.S.-Flag Commercial Vessels); (b) this Article 16 and other provisions of this Subcontract and the Contract Documents; and (c) any exhibit, schedule, or addendum to this Subcontract or the Contract Documents.

16.5 Contractor is subject to Executive Order 11246, The Rehabilitation Act of 1973, and The Vietnam Era Veterans' Readjustment Assistance Act. The Equal Opportunity and Affirmative Action Clauses of 41 CFR §§ 60-1.4, 60-300.5, and 60-741.5 relating to those laws are hereby incorporated by reference. Unless exempted by law, Subcontractor shall comply with the requirements of the foregoing and agrees to take the following actions as required or appropriate: (a) file all required forms and documents, including Standard Form 100 (EEO-1) (41 CFR § 60-1.7); (b) comply with Executive Order 11246, The Rehabilitation Act of 1973, and The Vietnam Era Veterans' Readjustment Assistance Act; and (c) include this clause in any covered subcontracts, supply agreements, purchase orders, or bills of lading relating to this Subcontract (41 CFR §§ 60-1.4, 60-300.5, 60-741.5).

16.6 Article 9.2 is supplemented as follows: Subcontractor agrees that all cost or pricing proposals will be fair, reasonable and based on current "cost or pricing data," as that term is defined in the Federal Acquisition Regulations and applicable Agency Supplemental Regulations. Subcontractor further agrees that all proposals, regardless of size, must be accompanied by a "Certificate of Current Cost or Pricing Data" in such form as set forth in the Federal Acquisition Regulations and applicable Agency Supplemental Regulations that has been executed on behalf of Subcontractor by its duly authorized representative. Subcontractor further agrees that all cost or pricing data upon which the proposal is based shall be provided to Contractor, the Owner and/or their representatives or auditors upon written request.

16.7 Article 9.4 is deleted and replaced with the following: Upon request of Contractor, or where required by the Contract Documents, Subcontractor agrees to cause a duly authorized representative of Subcontractor to execute and furnish to Contractor a certification of any Subcontractor claim. The certification shall state that the claim is made in good faith, that the supporting data are accurate and complete to the best of the Subcontractor's knowledge and belief, that the price or time adjustments requested accurately reflect the adjustments for which the Subcontractor believes the Contractor and/or Owner is liable, and that the person executing the certification is duly authorized to do so on behalf of the Subcontractor. Contractor shall be entitled to rely on Subcontractor's certification in making its own certifications to the Government.

16.8 Article 9.3 is supplemented as follows: Contractor and the Government shall have the right to audit any proposal or claim submitted by Subcontractor. Their audits rights shall extend to the fullest extent afforded the Government under federal law, including but not limited to obtaining access to and copies of any books, records, supporting documentation or other cost or pricing data implicated by the proposal or claim or upon which the proposal or claim is based. Subcontractor shall cooperate fully with any such audit at its own expense.

16.9 If the value of Subcontractor's Work is \$1,500,000 or more, Subcontractor shall be obligated to participate in Contractor's Subcontracting Plan. Specifically, Subcontractor shall submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with the Contractor's Subcontracting Plan. These reports shall include the Individual Subcontract Report and/or the Summary Subcontract Report to be submitted through the Electronic Subcontracting Reporting System at <http://www.esrs.gov>. Subcontractor shall also be responsible for requiring its Sub-Subcontractors to comply with the reporting obligations of Contractor's Subcontracting Plan. Failure to flow down these requirements is a material breach of this Subcontract, and Subcontractor agrees that it shall be responsible for any damages associated with Contractor's failure to achieve compliance with the Subcontracting Plan as a result of Subcontractor's breach. Failure to submit any required reporting shall also be grounds for Contractor to withhold payment from Subcontractor under Article 5.3. Furthermore, if the value of Subcontractor's Work is \$1,500,000 or more, or if any Sub-Subcontractor has a contract value of \$1,500,000 or more, Subcontractor and its Sub-Subcontractor shall be obligated to have its own subcontracting plan, a copy of which is to be included as part of this Subcontract as Federal Schedule 4.

16.10 This Article 16 is a summary of certain compliance obligations of Subcontractor. Subcontractor shall also comply with the Federal Acquisition Regulations required by the Prime Contract as included in the schedule to this Subcontract titled Federal Schedule 1 (either in full text or as electronic media), as applicable and to the extent that Subcontractor is not exempt by law from such compliance obligations.

ARTICLE 17 – SAFETY, HEALTH, AND ENVIRONMENT

17.1 Subcontractor has complete responsibility for the health and safety of its employees and its Sub-Subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by Contractor and in the Contract Documents, and compliance with all applicable health and safety laws and regulations and environmental laws and regulations, including, but not limited to, the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner, and all other contractors and subcontractors in their respective safety programs. All workers are required to attend a jobsite safety orientation prior to performing any Work on site.

17.2 If Subcontractor or any of its employees or its Sub-Subcontractors' employees fail to comply with any safety, health, or environmental requirements, or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop the Work and/or remove any non-complying employees, and Subcontractor shall not be entitled to any additional time or increase in the Subcontract Price. Additionally, in the event of Subcontractor's noncompliance, Contractor shall have the right to dedicate its own safety personnel to supervise Subcontractor's Work and to withhold and deduct any resulting costs under Article 5.3 as reasonably necessary. Doing so is at Contractor's sole discretion and shall not relieve Subcontractor from the obligations contained in this Article 17.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor has no duty to monitor Subcontractor's practices or performance of the Work for safety and has no duty to stop Subcontractor's unsafe practices or to ensure that Subcontractor's practices and methods of performing the Work are safe.

17.5 Subcontractor will report the occurrence of any injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six (6) feet.

17.7 Prior to commencing the Work or within thirty (30) calendar days after this Subcontract is executed, whichever occurs first, Subcontractor will evaluate its work plan for the Project to assess safety hazards that may be encountered and will notify Contractor of its plan for abating safety hazards in its Work. Subcontractor shall submit its Company Safety Plan, Jobsite Specific Safety Plan, Fall Protection Plan, Hazardous Communication Program, which shall include any Chemical Lists and Safety Data Sheets, and any other required safety documents to Contractor prior to starting Work and on forms approved by Contractor. Contractor's acceptance of any safety documents does not constitute Contractor's agreement or approval that they meet the safety requirements required by law or by this Subcontract. Contractor's failure to identify any deficiency in the safety documents shall not be a waiver of Subcontractor's obligation to maintain and enforce its own safety program. Subcontractor shall remain responsible for independently evaluating the risks specifically related to the Work and shall take such additional safeguards as appropriate.

17.8 Subcontractor shall participate in the utility strike avoidance program for the Project and is responsible for confirming the location of existing utilities related to or impacted by its Work prior to commencing the Work. If Subcontractor damages or interrupts the operation of a utility service by accident or otherwise, Subcontractor shall immediately notify Contractor and shall take all reasonable measures to prevent further damage or service interruption. Subcontractor, in such event(s), shall cooperate with the Utility service and Contractor continuously until such damage has been repaired and service restored to Owner's and the Utility's satisfaction. Subcontractor shall bear all costs of damage and restoration of service to any Utility service due to its operations. Contractor reserves the right to deduct such costs from any amounts due or which may become due to Subcontractor.

ARTICLE 18 – CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging, and other debris by collecting and removing such debris daily; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner. If Subcontractor fails to comply with the foregoing requirements, Contractor may direct Subcontractor to stop the Work and perform such cleaning prior to proceeding with any further Work. Subcontractor shall be responsible for all costs resulting from any Work stoppages or delays arising from Subcontractor's noncompliance with this provision.

18.2 If Contractor incurs any expenses performing cleanup work for Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its Work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE 19 – TEMPORARY FACILITIES

Contractor shall provide temporary facilities and services in accordance with Schedule E.

ARTICLE 20 – QUALITY

20.1 Subcontractor shall provide materials and workmanship that conform to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for Contractor, Owner, Architect, and their representatives to inspect the Work. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work that Contractor, Owner, or Architect have condemned as unsound, improper, or failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming Work. Subcontractor shall be responsible for all Work damaged or destroyed in connection with the removal or replacement of condemned Work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming Work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming Work and all resulting damages. If Owner elects to accept defective or nonconforming Work, Contractor may require Subcontractor to accept an adjustment in the Subcontract Price, to the extent Owner requires Contractor to do so, and/or furnish an extended warranty and warranty bond.

20.2 Subcontractor shall conduct a continuous program of quality control for all the Work. Prior to commencing the Work, Subcontractor shall submit to Contractor a written Quality Control Plan. The Quality Control Plan shall be in sufficient detail to delineate those items to be inspected and the manner in which they are to be inspected, and shall adequately describe all quality control activities contemplated, including provisions for adequate documentation of Subcontractor's performance of such quality control and inspection. Contractor's acceptance of Subcontractor's Quality Control Plan shall not constitute Contractor's approval or acceptance of the Work, or any portion of it, and shall not be a waiver of Subcontractor's obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 21 – WARRANTIES

21.1 Subcontractor warrants that all materials and equipment furnished under this Subcontract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and Subcontractor shall be responsible for any such defective Work and shall promptly correct any such defective Work. Subcontractor further agrees to warrant its Work as called for in the Prime Contract including, but not limited to, any requirement that warranties be transferable. Subcontractor further agrees to execute any special guarantees or warranties that shall be required for Subcontractor's Work prior to final payment. Without limiting the foregoing or any other obligations with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective, or improper parts of the Work discovered by Contractor, Owner, or Architect within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents.

21.2 Subcontractor agrees that any warranty work that may be required by this Subcontract shall be performed in accordance with the terms of this Subcontract, including, but not limited to, any prevailing wage requirements. Subcontractor also agrees that any non-warranty or maintenance work that Subcontractor may elect to perform for Owner shall be at Subcontractor's sole risk and expense.

21.3 Prior to Contractor making final payment to Subcontractor under Article 4, Subcontractor shall submit a written warranty plan for Contractor's approval. Subcontractor's warranty plan shall include the name and contact information of a "Subcontractor Warranty Representative" in the event of a warranty claim by Owner, any applicable Sub-Subcontractor contact information, and any other information that Contractor may reasonably request.

ARTICLE 22 – SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations, modeling information, and submittals ("Submittals", or individually, a "Submittal") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted in adequate time to permit the Work to be performed according to the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner, or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision, or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless a Change Order is issued approving the same.

ARTICLE 23 – PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, this Subcontract, and the Schedule, is free to perform the Work by any appropriate means as it may choose. Subcontractor agrees to be bound by and, at its own cost, comply with all federal, state, and local laws, codes, ordinances, and regulations applicable to the performance of the Work.

23.2 Subcontractor shall notify and obtain the approval of Contractor: (a) before the arrival of Subcontractor's forces and such notification shall include the name(s) of the foreman, superintendent, and/or supervisor who will be on site; (b) before delivery of materials and equipment to the Project site; (c) before any substantial change in either the composition or size of its forces; and (d) before leaving the Project site.

23.3 At all times during the progress of the Work, Subcontractor shall maintain on site a competent foreman, superintendent, or supervisor, satisfactory to Contractor, with authority to act for Subcontractor and who shall attend scheduled progress meetings.

23.4 If Contractor, in its reasonable judgment, deems any employee or representative of Subcontractor, or any Sub-Subcontractor, to be objectionable, Subcontractor shall remove such employee or representative from the Project site immediately upon Contractor's request. Subcontractor shall replace the employee or representative promptly at no additional expense to Contractor.

23.5 By installing its Work on any existing substrate or conditions, Subcontractor accepts the substrate or conditions as adequate. If Subcontractor has any objections to the existing substrate or conditions, it must provide written notice to Contractor of such objection in sufficient time for Contractor to review the conditions without affecting the Schedule.

23.6 Subcontractor shall be required to use the project management software identified by Contractor, and Subcontractor must possess appropriate and adequate electronic devices for use of such project management software.

23.7 Subcontractor shall submit daily reports in form and substance satisfactory to Contractor.

ARTICLE 24 – LIENS AND CLAIMS

Provided Contractor has paid Subcontractor all undisputed amounts as required by this Subcontract, Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims, or encumbrances. Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties and Contractor's sureties from any lien, encumbrance, claim of lien, or suit in connection with a lien or encumbrance filed or maintained by any Sub-Subcontractor, or other person directly or indirectly acting for, through, or under Subcontractor, against the Project or any part thereof or any interest therein or against any amounts due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance, or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within ten (10) calendar days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of this Subcontract regardless of whether the claim of the party filing the lien is valid or not, and Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties and Contractor's sureties from all losses and costs, including, without limitation, reasonable attorneys' fees incurred as a result of any such claim or lien or incurred in enforcing Subcontractor's indemnification obligations.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties from and against any claim, cost, expense, or liability (including reasonable attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility under the Prime Contract. Subcontractor shall pay all royalties, license fees, and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 – LABOR

26.1 Subcontractor agrees that strikes, slowdowns, or similar interruptions or disturbances (including cases where Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Article 27.3. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of Contractor.

26.2 Independent Contractors. Any use of independent contractors (1099 contractors) who are unable to meet the requirements of this Subcontract or any misclassification of employees as independent contractors of Subcontractor, and/or its Sub-Subcontractors, is a violation of federal law. Subcontractor, and its Sub-Subcontractors, shall not employ such independent contractors during performance of the Work. Use of independent contractors without Contractor's prior written approval, or misclassification of employees of Subcontractor, and/or its Sub-Subcontractors, as independent contractors, is a material breach of this Subcontract. Contractor shall be entitled to withhold payment or exercise any other right under this Subcontract in the event of such breach. Furthermore, in exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Subcontractor shall defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties from any and all claims arising out of Subcontractor's, and/or its Sub-Subcontractors, failure to comply with these requirements.

26.3 Professional Employment Organizations. Any employees of Subcontractor leased through a Professional Employment Organization ("PEO") are not permitted unless Subcontractor obtains Contractor's prior written approval. If a PEO is allowed by Contractor, an Alternate Employer Endorsement in the name of Contractor must be provided.

26.4 Temporary Labor Companies. Subcontractor acknowledges that temporary labor companies are considered Sub-Subcontractors for purposes of this Subcontract. Accordingly, Subcontractor agrees that all flowdown obligations required by this Subcontract shall apply to any temporary labor company that Subcontractor uses in the performance of the Work. Additionally, Subcontractor must obtain Contractor's written approval prior to hiring any temporary labor company to supply labor at the Project site.

ARTICLE 27 – SUSPENSION, TERMINATION, AND DEFAULT

27.1 Contractor, by written notice, may, with or without cause, order Subcontractor to suspend, delay, or interrupt the Work in whole or in part for such time as may be necessary. Any adjustment in the Subcontract Price or time for performance of the Work shall be made in accordance with Articles 7 and 8. No such adjustment shall be made to the extent that performance is, was, or would have been suspended, delayed, or interrupted by another cause for which Subcontractor is responsible, or that an equitable adjustment is made or denied under another provision of this Subcontract.

27.2 Contractor, by written notice, may terminate this Subcontract in whole or in part for Contractor's convenience. In such event, with regard to the portion of Work that is terminated, Subcontractor will be compensated for the reasonable and substantiated cost of all Work performed and all materials purchased for the Work prior to the termination, including a reasonable profit, plus reasonable and substantiated out-of-pocket costs of terminating the Work, but Subcontractor shall receive no compensation, profit, or overhead for unperformed Work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor is entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Subcontract Price. Subcontractor shall not be entitled to any other compensation or payment in the event of a termination for convenience other than as specifically provided in this Article 27.2.

27.3 If: (a) Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy; (b) any action is brought against Subcontractor that impairs the ability of Subcontractor to perform its obligations under this Subcontract; (c) Subcontractor makes a general assignment for the benefit of creditors; (d) a receiver for Subcontractor is appointed; (e) Subcontractor refuses, fails, or is unable to supply enough properly skilled workers or materials to perform the Work according to the Schedule; (f) Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work; (g) Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the Work; or (h) Subcontractor otherwise violates any provision of this Subcontract or the Contract Documents, then Contractor may notify Subcontractor, in writing, of Subcontractor's default in performance, and require that Subcontractor cure

such default, or take reasonable steps to cure such default, within five (5) calendar days after Subcontractor receives notice. If Contractor determines that Subcontractor has not cured the default, or taken reasonable steps to cure the default, within five (5) calendar days after Subcontractor receives notice, then Contractor may, at its option, without releasing or waiving any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written notice. Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement Subcontractor's forces to perform all or a portion of Subcontractor's Work upon twenty-four (24) hours' written notice to Subcontractor, charge Subcontractor all costs associated with the supplementation, and withhold payment as described in Article 5.3.

27.4 In the event of a termination, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment, and machinery located on the site, stored off site, or located at other facilities of Subcontractor or its Sub-Subcontractors and that are allocated to or assigned to the Project or that were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Article 27.4. If the unpaid Subcontract balance, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including, without limitation, Contractor's reasonable overhead and profit, the cost of Architect's additional services, costs due to escalation in the price of materials, reasonable attorneys' fees and all other legal costs, and all other costs and charges related to the termination or the completion of the Work), Contractor shall pay the excess to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. If the total cost of completing the Work, including Contractor's additional costs and reasonable attorneys' fees, exceeds the unpaid Subcontract balance, Subcontractor and its sureties shall be liable to and shall promptly pay Contractor the difference.

27.5 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of Subcontractor or its agents or employees, or any other persons performing any of Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from Contractor payment for all of Subcontractor's conforming Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any), provided nevertheless, that such payment: (a) shall include profit and overhead only for the portion of the conforming Work completed and in place; (b) shall be payable only to the extent that Contractor has received the same from Owner; and (c) shall be payable only upon satisfaction by Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including, without limitation, consequential damages, from Contractor except as specifically provided in this Article 27.5. Notwithstanding the foregoing, Subcontractor shall be entitled to terminate this Subcontract under this Article 27.5 only to the extent Contractor has the same right under the Prime Contract.

ARTICLE 28 – INSPECTION, TESTS, AND CUTTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents relating to Subcontractor's Work and to make provision for inspection and testing by Contractor, Owner, or Architect at the Project site or at Subcontractor's facilities to determine whether the Work, materials, equipment, or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner, or Architect to inspect, test, or discover defective workmanship, materials, or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner, or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting, or patching necessary for, and applicable to, its performance of the Work. Subcontractor will repair or pay the cost of repair of any damage, including, without limitation, damage to work performed by others or caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 In the event of any dispute between Subcontractor and Contractor, the parties shall first attempt to resolve it promptly and in good faith through negotiations. If negotiations are unsuccessful, either party may request non-binding mediation. To request mediation, a party shall send a written request to the other party, and the receiving party shall respond to the request within five (5) business days advising if it agrees to mediate. If the receiving party does not respond to the request within five (5) business days, the request shall be deemed denied. If the parties agree to mediate, they shall cooperate with each other to select a mediator. If the parties cannot agree on a mediator within ten (10) business days of the request for mediation, then no mediation shall be held. The parties agree to participate in mediation in good faith and to share the mediator's fee and any filing fees equally. All communications made during mediation are confidential and inadmissible for any purpose in any other proceeding involving the parties. However, evidence otherwise discoverable or admissible is not rendered inadmissible or non-discoverable by its use in mediation.

29.2 Owner Disputes. In the event of any dispute between Contractor and Subcontractor in any way relating to the design of the Contract Documents or any act or omission of Owner, Architect, or any consultant, separate contractor, or third party under their direction or control (collectively, an "Owner Dispute"), Subcontractor shall be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Contract Documents, and by any and all preliminary and final decisions or determinations made by the party, board, or court so authorized in the Contract Documents or by law, whether or not Subcontractor is a party to such proceedings. In the event of an Owner Dispute, Subcontractor will comply with all provisions of the Contract Documents, allowing Contractor a reasonable time to analyze and forward to Owner any required communications or documentation. In the event of an Owner Dispute, Contractor agrees to make a good faith effort to have Owner honor any just and substantiated claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of such a claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, reasonable attorneys' fees. It is Subcontractor's obligation to give Contractor adequate notice to ensure that Contractor can give all notices required by the Contract Documents with respect to an Owner Dispute in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders, or notice requirements, Subcontractor waives all right to, and has no right to, payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after its completion of the Work.

If an appeal or legal proceeding of an Owner Dispute is specifically permitted by the Contract Documents, and if Subcontractor requests in writing, Contractor will, in its name and on Subcontractor's behalf, appeal any decision or institute a legal proceeding against Owner based on any just and substantiated claim by Subcontractor involving the Work. In such event, Subcontractor shall pay all costs and expenses, including Contractor's expenses, arbitration costs, and reasonable attorneys' fees, attributable to Subcontractor's claim (and, if requested, shall make an

advance deposit for such costs) and shall render all assistance Contractor requests. If claims on behalf of other subcontractors are involved in the appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims) of the costs and expenses. Subcontractor shall be bound by the determination rendered on the appeal or in the legal proceeding and shall be entitled only to its proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.3 **Non-Owner Disputes.** For any dispute between Contractor and Subcontractor not covered by Article 29.2, including any disputes in which Subcontractor has a claim against another subcontractor (collectively, a "**Non-Owner Dispute**"), such dispute shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said rules. The current Construction Industry Rules of the American Arbitration Association are hereby incorporated by reference, including, but not limited to, the rules pertaining to the arbitrator(s)' power to determine his or her own jurisdiction with respect to the existence, scope, or validity of the arbitration agreement. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C. §§ 1, et seq. The place of arbitration shall be the location of the Project, unless the parties mutually agree to have the arbitration in another locale. Subcontractor shall not stop, hinder, or delay the Work in any way during the pendency of arbitration. Upon its request, Contractor shall be entitled to consolidation or joinder of any arbitration involving Subcontractor with related arbitrations involving other parties. If Subcontractor has a claim against another subcontractor subject to this Article 29.3, Subcontractor shall be responsible for all expenses associated with pursuing such a claim, including any expenses (including reasonable attorneys' fees and costs) Contractor incurs, which Contractor shall be entitled to deduct from any recovery by Subcontractor. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. If Contractor notifies Subcontractor that Contractor contends that any arbitration (or lawsuit against Contractor's payment bond surety under the federal Miller Act or similar state laws) involves a controversy within the scope of Article 29.2, the dispute resolution process shall be stayed until the procedures or proceedings under Article 29.2 are completed. Contractor's sureties shall be entitled to the stay of any such arbitration or lawsuit, whether or not such right is expressly provided in any surety bond.

In the event of a Non-Owner Dispute, Contractor and Subcontractor mutually and voluntarily agree to the following limits on discovery. Each party has the right to take no more than two (2) depositions of potential witnesses, each of which shall be limited to one (1) eight-hour business day. Each party has the right to serve no more than one (1) set of interrogatories, neither of which shall include more than five (5) interrogatories, which shall not include subsets nor be subdivided into parts, and one set of requests for production of documents, which shall contain no more than five (5) document requests, which shall not include subsets nor be subdivided into parts. For all claims less than one million dollars (\$1 million), the parties agree that no electronic discovery, or discovery involving electronically stored information ("**ESI**"), shall be conducted. For claims over one million dollars (\$1 million), any electronic or ESI discovery conducted shall be paid for by the requesting party. These limits may only be extended or modified by the parties' mutual agreement or by the arbitrator(s) for good cause. All discovery must be completed within one hundred twenty (120) days following the selection of the arbitrator(s), unless this time period is extended by the arbitrator(s) for good cause or by the parties' mutual agreement.

29.4 Regardless of the agreement to arbitrate in Article 29.3, upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding having a connection to the Project and Subcontractor's Work and to the jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third-party defendant to claims by Owner, other subcontractors, or third parties against Contractor.

29.5 Pending final resolution of any Owner Dispute or Non-Owner Dispute, unless otherwise agreed in writing, Subcontractor shall proceed diligently with performing under this Subcontract, and Contractor shall continue to make payments according to the terms of this Subcontract.

29.6 In the event the arbitration language in Article 29.3 is declared to be unconscionable or otherwise unenforceable, the parties, to the greatest extent permitted by law, waive any right to a trial by jury for any Non-Owner Dispute. Either of the parties may file a copy of this Subcontract with any court as written evidence of the knowing, voluntary, and bargained agreement between the parties irrevocably to waive a trial by jury, and that any Non-Owner Dispute that is not resolved by arbitration shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury. Contractor and Subcontractor acknowledge that their execution of this waiver of jury trial is a material inducement for entering into this Subcontract.

29.7 Subcontractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty, or otherwise, and whether in arbitration or in litigation, against Contractor, or any other subcontractor, arising out of or related to this Subcontract in any case not more than one (1) year after the date of Substantial Completion of the Work or the applicable statute of limitations, whichever is shorter. Subcontractor waives all claims and causes of action not commenced in accordance with this Article 29.7.

ARTICLE 30 – SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy available at <https://www.brasfieldgorrie.com/trade-partners/>, including any additional requirements that may be set forth in the Prime Contract, (collectively, the "**Policy**"), or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will: (a) enforce the prohibitions contained in the Policy or its own program, (b) test for drugs and alcohol pursuant to the Policy or its own program, (c) be responsible for receiving test results from the testing laboratory, and (d) administer discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

30.4 Subcontractor shall flow down the requirements of this Article 30 to its independent contractors and Sub-Subcontractors.

ARTICLE 31 – HAZARDOUS SUBSTANCES

Subcontractor shall not employ any materials in the performance of the Work or install any materials that contain hazardous substances, except as permitted by applicable law. Subcontractor shall: (a) remove (in a manner in accordance with applicable law) any materials that contain hazardous substances and that were installed by Subcontractor or its Sub-Subcontractors in violation of this provision, (b) replace such materials with materials that do not contain hazardous substances, and (c) repair any of the Work or the work of others damaged by such removal and replacement.

The removal, replacement, and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties from any and all losses, claims, damages, expenses, and liability of any kind relating in any way to Subcontractor's use of, or installation of, materials containing hazardous substances.

ARTICLE 32 – USE OF CONTRACTOR'S EQUIPMENT

32.1 Prior to using any equipment, machinery, tools, or materials (collectively, "Equipment") of Contractor or other subcontractors, Subcontractor will obtain consent from the applicable party and will inspect the Equipment and ensure that it is in good repair and suitable for Subcontractor's needs in connection with the Work to be provided under this Subcontract. Subcontractor releases and agrees to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties from all liabilities, claims, demands, expenses, actions, and causes of action, whether in law or in equity, and of any and every kind and nature, known or unknown, arising out of Subcontractor's, or its Sub-Subcontractor's, use of the Equipment, including, without limitation, those arising out of injury or damage to person or property of Subcontractor or others.

32.2 Subcontractor will be responsible for maintaining the Equipment during the time Subcontractor is using the Equipment. Subcontractor agrees to pay all costs and expenses which, in Contractor's determination, are necessary to repair and restore the Equipment to the condition it was in when Subcontractor took possession, subject to reasonable wear and tear.

32.3 Subcontractor warrants and represents that its use of the Equipment will be in conformance with all applicable laws and appropriate safety procedures, and that all of Subcontractor's personnel who operate the Equipment will be trained to operate the same and will have valid licenses as may be required by law.

32.4 Subcontractor will return all of the Equipment to Contractor at such time as Contractor specifies and, if no time is specified by Contractor, then the Equipment will be returned immediately upon completion of Subcontractor's use of the Equipment.

ARTICLE 33 – BUILDING INFORMATION MODELING

33.1 If applicable to the Work, Subcontractor shall be required to participate in the Building Information Modeling Execution Plan ("BIM Plan") set forth in this Subcontract or required by the Contract Documents, as it may be modified from time to time, during Subcontractor's performance of the Work. In the event Subcontractor participates in any BIM Plan, Contractor agrees to provide certain electronic files for Subcontractor's benefit and use in accordance with any digital data transmission requirements in the Contract Documents. These files shall include Project documents in electronic form, including Building Information Modeling files for architectural, structural, mechanical, electrical, and/or plumbing scopes of work, and Owner's process mechanical, process electrical, process plumbing, and process equipment scopes of work. In accepting and utilizing these electronic files, Subcontractor agrees that such information is for its convenience and is being furnished for informational purposes only. These files are not a substitute for the hard copy, sealed Contract Documents provided by the Project architect/engineer, and, in the event of any conflict, the hard copy, sealed Contract Documents shall govern. Subcontractor agrees that such files are being provided "as-is", and any use or modification of such files, including any use of information derived from such files, shall be at its sole risk and without liability by Contractor. In accordance with Article 14, Subcontractor agrees to defend (at Contractor's sole option and with counsel reasonably satisfactory to Contractor), indemnify, and hold harmless the Indemnified Parties from any claims or liabilities arising out of its use or modification of the electronic files.

33.2 Subcontractor shall comply with all digital data management protocols applicable to the Project in transmitting and managing digital data. Subcontractor shall execute any required agreements or licenses related to Subcontractor's use of digital data on the Project.

ARTICLE 34 – MISCELLANEOUS

34.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligates each of them to all undertakings and obligations set forth in the Contract Documents.

34.2 Electronic Documents. Contractor may elect to make the Contract Documents, any information derived from the Contract Documents, this Subcontract, and any document required by this Subcontract available electronically to Subcontractor. If Contractor chooses to do so, Subcontractor hereby agrees that such electronic access and the ability to print out electronic documents will satisfy any requirement for delivery of the contents of such electronic documents on printed, paper-based media. Subcontractor shall be solely responsible for accessing and reviewing the electronic documents, and Subcontractor shall abide by any instructions or requirements from Contractor regarding security of the documents. Subcontractor also agrees that any document signed or transmitted electronically is a valid and authentic enforceable obligation of the party signing or transmitting the document, but that Contractor may require certifications or other documents to be signed on paper. In no event shall the fact that a document has been electronically signed or transmitted relieve Subcontractor from performing the Work in accordance with the Contract Documents.

34.3 Governing Law. The validity, interpretation, and performance of this Subcontract shall be governed by the law of the state where the Project is located, except: (a) if any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs, or determines certain duties, responsibilities, or obligations, including, without limitation, warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern, or determine those certain duties, responsibilities, or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Prime Contract is with the federal government or agency or a branch thereof, then Subcontractor's rights to recover from Contractor for changed work, extra work, Differing Conditions, delay, or disruption in the performance of the Work are limited to Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

34.4 Intended Third-Party Beneficiaries. Unless otherwise expressly stated in the Prime Contract, this Subcontract is intended solely for the direct benefit of Contractor and Subcontractor, and there are no intended third-party beneficiaries of this Subcontract.

34.5 Severability. If any term or provision of this Subcontract is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Subcontract or invalidate or render unenforceable such term or provision in any other jurisdiction.

34.6 Non-Waiver. The failure by Contractor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of this Subcontract or the Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof. No course of dealing shall operate as a waiver of Contractor's rights, powers, and remedies under this Subcontract.

34.7 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

34.8 Only Written Modification. No changes, modifications, or amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

34.9 Owner Approval. If Owner has the right to object to Subcontractor's selection and does not approve of this Subcontract, this Subcontract shall be deemed to be terminated for convenience under Article 27.2.

34.10 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

34.11 Notice. Any notice required to be given to Subcontractor may be accomplished by: (a) mailing or delivering written notice to the street or post office address listed for Subcontractor on the cover page of this Subcontract, or (b) sending notice through electronic mail with a delivery receipt to the address listed for Subcontractor on the cover page of this Subcontract. Any notice required to be given to Contractor may be accomplished by: (a) mailing or delivering written notice to the address listed for Contractor on the cover page of this Subcontract, or (b) sending notice through electronic mail with a delivery receipt to the Project Manager listed on the cover page of this Subcontract.

34.12 Licensing. Subcontractor represents that it is, and will remain at all times during the performance of the Work under this Subcontract, duly licensed to conduct business. Subcontractor represents that it holds, and represents and covenants that at all times during the performance of the Work that it will maintain, a valid, current, and active contractor's license appropriate for Subcontractor's Work in the state where the Project is located. Subcontractor further represents that each of its Sub-Subcontractors is duly licensed to conduct business and has, and will maintain, the appropriate contractor's license for its work. The failure of Subcontractor or any of its Sub-Subcontractors to maintain the licenses required by this provision shall constitute a material breach of this Subcontract.

34.13 Security. Subcontractor agrees to comply, at its expense, with any security requirements Owner or Contractor imposes on the Project regarding Subcontractor's employees or Sub-Subcontractors. Subcontractor shall provide any information that Owner or Contractor requests for background or security checks and shall participate in any required badging or identification system. Subcontractor shall require its Sub-Subcontractors to comply with any security requirements imposed by Owner or by Contractor for the Project site and for Subcontractor's scope of Work. Subcontractor shall include this requirement in all agreements with its Sub-Subcontractors and require its Sub-Subcontractors to include this requirement in the agreements with their lower-tier subcontractors and vendors.

34.14 No Reliance. Subcontractor warrants that no statement, representation, inducement, or promise, oral or in writing, of any kind by Owner, Contractor, or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

34.15 Bankruptcy. If there is a bankruptcy proceeding or receivership and if Subcontractor is not complying with Subcontractor's obligations under the Contract Documents as of or after the date of commencement of such bankruptcy proceeding or receivership, then Subcontractor acknowledges and agrees that Contractor shall be entitled to the following relief in such bankruptcy proceeding or receivership, among all of Contractor's other rights and remedies under the Contract Documents and applicable law: (a) relief from the automatic stay of 11 U.S.C. § 362 (or any equivalent stay imposed by the court in the receivership) to enable Contractor to exercise its rights and remedies under the Contract Documents and applicable state law; and (b) an order compelling rejection of the Contract Documents, or shortening the time period to assume or reject such Contract Documents to ten (10) days, pursuant to 11 U.S.C. § 365.

34.16 Counterparts. This Subcontract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. The counterparts of this Subcontract may be executed and delivered by electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

34.17 Entire Agreement. This Subcontract, together with the attached Schedules, constitutes the entire agreement between Contractor and Subcontractor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. All bids, credit applications, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, that contain any term, condition, or provision that purports to modify, conflict with, contradict, or add to this Subcontract or the Contract Documents, are void and of no force or effect.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Subcontract effective as of the Subcontract Date.

BRASFIELD & GORRIE, L.L.C.

(Contractor)

(Subcontractor)

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

License No.: _____

License No.: _____

State: _____

SAM UEI No.: _____

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

**SCHEDULE A
THE WORK**

EXAMPLE

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

SCHEDULE B CONTRACT DOCUMENTS

In addition to the Contract Documents referenced in this Subcontract, the Contract Documents include the plans, drawings, specifications and other documents listed in this Schedule B:

[Add or delete rows as necessary]

Title	Prepared by:	Date	Additional Info.

The foregoing documents have been or will be provided electronically and may be updated periodically by Contractor.

If the project is a Federal project, certain Contract Documents including, but not limited to, the plans, drawings, and specifications will be delivered under separate cover.

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

**SCHEDULE C
UNIT PRICES & ALLOWANCES**

EXAMPLE

SCHEDULE D INSURANCE REQUIREMENTS

Prior to commencing the Work, Subcontractor shall purchase and maintain, and shall require in writing that its Sub-Subcontractors (including any independent contractors) purchase and maintain, from companies acceptable to Contractor, insurance of the types and limits of liability as described in this Schedule D and this Subcontract.

No.	Specifications	Coverages, Limits, and Other Requirements
1.0	<u>Commercial General Liability.</u>	Commercial General Liability (“CGL”) insurance issued on an Occurrence Basis meeting at least the following specifications:
1.1	Minimum Limits	The limits of coverage shall not be less than the following amounts: \$1,000,000 Per Occurrence \$2,000,000 General Aggregate Per Project \$2,000,000 Products-Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$50,000 Damage To Premises Rented To You \$5,000 Medical Expense
1.2	General Aggregate	A Designated Construction Project(s) General Aggregate limit for this Project.
1.3	Post-Completion Coverage	Products-Completed Operations coverage with respect to the Work performed under the Subcontract in identical amount, including required endorsements, for a minimum of three (3) years following final completion of the Work under the Subcontract. Subcontractor shall provide written representation to Contractor stating Work completion date.
1.4	Form	This insurance is to be issued on an ISO form CG 00 01 or equivalent form.
1.5	Insured Contracts	Coverage shall include, but not be limited to, liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	Prohibitions	Prohibited exclusions/limitations (or their equivalents) include, but are not limited to: a. No Amendment restricting the ISO Insured Contract Definition; b. Contractual Liability Exclusion; c. Damage to Work Performed by Subcontractors On Your Behalf; d. Explosion, Collapse and Underground Property Damage Hazard; e. Earth Movement; f. Work Height; and g. Cross-suits (named v. additional insureds exclusion).
2.0	<u>Commercial Auto Liability.</u>	Commercial business auto liability insurance meeting at least the following specifications:
2.1	Minimum Limits	The limits of liability shall be no less than \$1,000,000 Combined Single Limit (CSL).
2.2	Form	ISO form CA 00 01 or an equivalent form with coverage at least as broad as ISO CA 00 01.
2.3	Scope	This insurance is to cover bodily injury and property damage arising out of the ownership, maintenance, or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
3.0	<u>Workers Compensation and Employers Liability.</u>	Workers Compensation and Employers Liability insurance meeting at least the following specifications:
3.1	Workers Compensation Limits	The minimum limits of this insurance shall be no less than the statutory limits, even if Subcontractor is otherwise exempted under applicable state law.
3.2	Employers Liability Limits	The minimum limits of this insurance shall be no less than \$1,000,000 each accident and disease (each employee and policy limit).
3.3	Territory	The state in which the Work is to be performed must be listed under Item 3.A. on the Declaration Page of the policy or on the certification from Subcontractor’s workers compensation fund.
3.4	Scope	This insurance is to cover liability arising out Subcontractor’s employment of workers and anyone for whom Subcontractor may be liable for workers compensation claims. Workers Compensation insurance is required, and no alternative form of insurance is permitted.

3.5	Prohibitions	Employees leased through a Professional Employment Organization (“PEO”) are not permitted unless approved in writing and in advance by Contractor. If a PEO is allowed by Contractor, an Alternate Employer Endorsement in the name of Contractor must be provided.
3.6	Stop Gap	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state(s) in which Work is to be performed.
3.7	United States Longshoremen & Harbor Workers (“USL&H”)	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
4.0	Excess/Umbrella Liability. Excess/Umbrella Liability insurance meeting at least the following specifications:	
4.1	Minimum Limits	\$3,000,000 Each Occurrence and Aggregate Limit of Liability
4.2	Scope	This insurance shall be excess over and be no less broad than all coverages and conditions described above.
4.3	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided for this Project.
4.4	Concurrency	Such coverage shall have the same inception date as the Commercial General Liability, Commercial Auto Liability, and Employers Liability coverages.
4.5	Drop-Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.6	Defense Costs	This insurance is to include a duty to defend any insured.
5.0 {Cont	Professional Liability. If indicated in the box to the left or included in the “Scope” section below, Professional Liability insurance meeting at least the following specifications:	
5.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
5.2	Scope	Such insurance shall cover Work rendered by Subcontractor (or its Sub-Subcontractors) under this Subcontract delivered as design-build Work or which qualifies as professional services including, without limitation, any Work that is ineligible for coverage under Subcontractor’s (or any such Sub-Subcontractors’) Commercial General Liability policy by operation of a professional services (or similar) exclusion, and any design-build work, architecture, engineering, design, surveying, or other similar professional services. In the event Subcontractor subcontracts any such Work to a Sub-Subcontractor, then, in addition to the obligation to require all Sub-Subcontractors to adhere to the other requirements set forth in this Schedule D and the Subcontract, Subcontractor shall require each such party to obtain Professional Liability coverage, and Subcontractor shall remain responsible for any consequences resulting from the failure to do so. Subcontractor shall also require that Contractor be named as an intended third-party beneficiary in any agreement with a Sub-Subcontractor that performs any professional services.
5.3	Retroactive Date	Any retroactive date must be effective prior to beginning of services for Contractor.
5.4	Prohibitions	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: a. bodily injury or property damage where coverage is provided on behalf of design professionals or design/build contractors; b. mold and/or microbial matter and/or fungus and/or biological substance; or c. punitive, exemplary, or multiplied damages, where insurable by law. A professional liability endorsement to a general liability policy is not acceptable.
5.5	Term	Policies written on a Claims-Made basis shall be maintained for a minimum of three (3) years beyond termination or final completion of the Work. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
6.0 {Cont	Pollution Liability. If indicated in the box to the left or included in the “Scope” section below, Pollution Liability insurance meeting at least the following specifications:	
6.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 Each Loss \$2,000,000 Annual Aggregate If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.

6.2	Scope	<p>Such insurance shall cover Work involving hazardous materials, or potential pollution risk to the environment, or losses caused by pollution conditions (including, without limitation, asbestos) which may arise from same.</p> <p>The policy must provide coverage for:</p> <ol style="list-style-type: none"> the full scope of the named insured's Work (on-going and completed) to be performed under this Subcontract; loss arising from pollutants including, but not limited to, fungus, bacteria, biological substances, mold, microbial matter, and low-level radioactive materials; third party liability for bodily injury, death, sickness, and disease, real and tangible property damage, loss of use of such property, and clean up expenses; diminution of value and Natural Resources damages; contractual liability; claims arising from owned and non-owned disposal sites utilized in the performance of this Subcontract; claims arising from transportation and/or handling of material, including, without limitation, loading and unloading; and investigation and defense costs and expenses. <p>Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Subcontractor's Pollution Liability insurance will not fulfill this requirement.</p>
6.3	Retroactive Date	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Subcontract or the commencement of Subcontractor's Work.
6.4	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ol style="list-style-type: none"> insured vs. insured actions. However, exclusion for claims made between insureds within the same economic family are acceptable. impaired property that has not been physically injured. materials supplied or handled by the named insured. property damage to the completed Work. faulty workmanship as it relates to clean up costs. punitive, exemplary, or multiplied damages, where insurable by law. any portion of the Work performed by Sub-Subcontractors. contractual liability incurred as a result of an injury to an employee of the insured. asbestos, lead, or silica.
6.5	Term	Completed Operations Coverage shall be maintained for a minimum of three (3) years after final completion of Work. An extended reporting period on a claims made-based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific project shall have Completed Operations Coverage at least until final completion of the Work plus three (3) years.

7. General Insurance Requirements.

- Limits.** The limits set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss, or peril specified. If Subcontractor maintains greater limits, then these specifications shall not limit the amount of recovery available to Contractor and the limits specified above as the minimum limits are increased to the greater limits. The policy limits required under this Subcontract may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required by this Schedule D.
- Additional Insureds.** Additional Insured status shall be provided in favor of Contractor, Owner, and their respective officers, agents and employees, and any other entity(ies) and person(s) as required by the Prime Contract for the Commercial General Liability, Commercial Auto Liability, Excess/Umbrella Liability, and Pollution Liability coverages arising out of the Work. All such additional insured status shall be provided in favor of Contractor and the parties identified in this provision on ISO forms CG 20 10 07 04 and CG 20 37 07 04, or substitute endorsement(s) providing "equivalent" coverage. In the event that the law of the state in which the Project is located (or other applicable law) limits the additional insured coverage that Contractor may require from Subcontractor, then Subcontractor shall be required to obtain additional insured coverage to the fullest extent of coverage and limits allowed by applicable law, and this requirement shall be read to conform to such law.
- Primary and Noncontributory.** It is the specific intent of the parties that all insurance required herein (with the exception of Workers Compensation, Employers Liability, and Professional Liability) shall be primary to, and shall seek no contribution from. any insurance held by Contractor or Owner, with Contractor's and Owner's insurance being excess, secondary, and noncontributory.
- Notice of Cancellation.** The insurance coverages required herein shall be endorsed to provide a thirty (30) day notice of cancellation to Contractor.
- Waiver of Subrogation.** Subcontractor and its Sub-Subcontractors shall cause all insurance required by this Schedule D to be endorsed to waive all rights of subrogation against Contractor, Owner, and their respective officers, agents, and employees, and any other entity(ies) and person(s) required by the Prime Contract.
- No Residential Exclusion.** The insurance provided shall not contain any residential work exclusions that would preclude coverage for the Work contemplated under this Subcontract. Any such exclusions shall be considered a material breach of the Subcontract.
- No EIFS Exclusion.** No EIFS exclusion to general liability policy if work involves application of EIFS.
- Deductibles and Retentions.** All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Subcontractor's sole risk. Subcontractor shall not be reimbursed for same.

- .9 Forms.** If the forms of policies, endorsements, certificates, or evidence of insurance required by this Schedule D are superseded or discontinued, Contractor reserves the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Schedule D must be approved in advance by Contractor.
- .10 Evidence of Insurance.** Subcontractor shall furnish a certificate and the appropriate endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor: (a) within ten (10) calendar days after this Subcontract is executed and prior to commencing performance of the Work, whichever occurs first; (b) immediately after any renewal of coverage; and (c) at any time reasonably requested by Contractor. Insurance must be evidenced as described in Article 12 of the Subcontract and as follows:
- a. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
 - 1) Additional Insured status in favor of Contractor, Owner, and their officers, agents and employees, and any other entity(s) and/or person(s) required by the Prime Contract, on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
 - 2) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess/Umbrella Liability;
 - 3) Primary and non-contributory status on all insurance required herein (with the exception of Workers Compensation, Employers Liability, and Professional Liability);
 - 4) Pollution Liability when required herein;
 - 5) Professional Liability when required herein;
 - 6) Waivers of subrogation on all coverages; and
 - 7) Thirty (30) Day Notice of Cancellation on all coverages
 - b. Copies of the following shall also be provided:
 - 1) General Liability Additional Insured endorsement(s) for ongoing and completed operations
 - 2) Other endorsements as may be requested by Contractor
 - 3) Workers Compensation Declarations Page
- .11 Subcontractor's Equipment.** Subcontractor is fully responsible for loss and damage to its property (whether owned or leased) on the Project site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage, and unexplained disappearance of property. Any insurance covering Subcontractor's or its Sub-Subcontractors' property shall be Subcontractor's and its Sub-Subcontractors' sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, Subcontractor and its Sub-Subcontractors will not be reimbursed for same. Should Subcontractor or its Sub-Subcontractors choose to self-insure this risk, it is expressly agreed that Subcontractor hereby waives, and shall cause its Sub-Subcontractors to waive, any claim for damage or loss to said property in favor of Contractor and Owner.
- .12 Contractual Liability.** Coverage, with the exception of Professional Liability insurance, shall include but not be limited to liability assumed by Subcontractor under the Subcontract, including the tort liability of another assumed in a business contract.
- 8. Miscellaneous.**
- .1 Release and Waiver.** Subcontractor hereby waives all rights of recovery and releases, and shall cause its Sub-Subcontractors to release, Contractor and Owner from any and all claims or causes of action whatsoever that Subcontractor and/or its Sub-Subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or that should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by Contractor, its Subcontractors, and/or its Sub-Subcontractors pursuant to this Subcontract. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE ARISES IN WHOLE OR IN PART THROUGH THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF CONTRACTOR OR OWNER.**
 - .2 No Waiver.** Failure of Contractor to demand any evidence of compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.
 - .3 Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Subcontractor, an additional certificate(s) evidencing such coverage shall be provided to Contractor with its final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
 - .4 Subcontractor Insurance Representations to Owner Parties.**
 - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent Contractor's minimum requirements and are not to be construed to void or limit Subcontractor's indemnity obligations as contained in this Subcontract nor represent in any manner a determination of the insurance coverages Subcontractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by Subcontractor in support of Subcontractor's liability and indemnity obligations under this Subcontract. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Subcontractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Subcontract.
 - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Subcontract. If Subcontractor shall fail to remedy such breach within five (5) business days after notice by Contractor, Subcontractor will be liable for any and all costs, losses, liabilities, damages, and penalties resulting to Contractor from such breach unless a written waiver of the specific insurance requirement(s) is provided to Subcontractor by Contractor. In the event of any failure by Subcontractor to comply with the provisions of this Subcontract, Contractor may, without in any way compromising or waiving any right or remedy at law or in equity, with notice to Subcontractor, purchase such insurance, at Subcontractor's expense, provided that Contractor shall have no obligation to do so and if Contractor shall do so, Subcontractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
 - .5 Survival.** The requirements set forth in this Schedule D shall survive the completion of the Work and termination or expiration of the Subcontract.

Project Name: _____ Subcontract No.: _____
 Subcontractor: _____

SCHEDULE E
TEMPORARY FACILITIES &
SERVICES PROVIDED BY CONTRACTOR

Service	Yes	No	Not Applicable	Comments
Job Water				
Temporary Toilets				
Drinking Water				
Material Hoisting				
Temporary Power				
Trash Disposal Dumpsters				
Jobsite Trailer				
Layout				

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

SCHEDULE F
TAX EXEMPTION CERTIFICATE

EXAMPLE

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

SCHEDULE G
STATE-SPECIFIC DOCUMENTS

EXAMPLE

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

SCHEDULE H

OWNER-SPECIFIC REQUIREMENTS

This Schedule H supplements the Subcontract. All provisions which are not supplemented remain in full force and effect. In the event any part of this Schedule H conflicts with the Subcontract, this Schedule H shall supersede and control.

EXAMPLE

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

FEDERAL SCHEDULE 1 REQUIRED FEDERAL CONTRACT FLOWDOWN

- Federal Acquisition Regulations by reference and full text as required.

EXAMPLE

Project Name: _____ Subcontract No.: _____
Subcontractor: _____

FEDERAL SCHEDULE 2-A E-VERIFY AND IMMIGRATION COMPLIANCE AFFIDAVIT

We, {TOCOMPANY.NAME}, [subcontractor] understand that in order to do business with Brasfield & Gorrie, LLC, our company MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) as well as any other immigration related compliance laws and regulations. We certify appropriate use of the *E-Verify* system run by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

Accordingly, we hereby certify the following things:

1. We do not knowingly hire or continue to employ individuals who are not legally authorized to work in the United States.
2. We understand that we are subcontractors to Brasfield & Gorrie on a federal contract subject to the FAR E-Verify clause.
3. We have enrolled in E-Verify as a federal contractor and have attached a copy of the "Company Profile" page from the E-Verify systems.
4. We have completed the E-Verify tutorial and signed the Memorandum of Understanding.
5. We will submit queries for all existing employees working on the Brasfield & Gorrie federal contract, as well as all new employees (regardless of whether they are working on Federal Contract or not), within the time limits and pursuant to the requirements of the FAR E-Verify rule.
6. We will not continue to employ any employee on any project who receives a final non-confirmation from E-Verify.
7. If we utilize second-tier subcontractors in order to meet our obligations under the Brasfield Gorrie federal contract, and the second-tier subcontractor is working for more than three thousand dollars, (\$3,000), we will include an E-Verify clause in the subcontract and obtain a similar certification from any lower-tier subcontractors selected or currently performing on the contract. We acknowledge that Brasfield & Gorrie has provided us with a sample affidavit to be provided to our second-tier subcontractors.
8. We will keep all lower-tier subcontractor certifications on file.
9. We consent to review and inspection of our I-9s and E-Verify documentation by a third party auditor, selected by Brasfield & Gorrie, at any time during the performance of the federal contract.

I certify that the above items are true and accurate, and that I am authorized to sign on behalf of the company.

Name of Company: _____ {TOCOMPANY.NAME} _____ Date: _____
Authorized Signature: _____ Phone: _____
Title: _____
Printed Name: _____

Project Name: _____
Subcontractor: _____

Subcontract No.: _____
Sub-Subcontractor: _____

FEDERAL SCHEDULE 2-B E-VERIFY AND IMMIGRATION COMPLIANCE AFFIDAVIT FOR SUB-SUBCONTRACTORS OF ALL TIERS

We, _____, [sub-subcontractor] understand that in order to do business with {TOCOMPANY.NAME}, a subcontractor of prime contractor Brasfield & Gorrie, LLC, who holds federal contract {Projects.Udf_Federal_Contract_Number} [Federal Contract Number]{Projects.Udf_Federal_Contract_Name} [Federal Contract Name], our company MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) as well as any other immigration related compliance laws and regulations. We certify appropriate use of the E-Verify system run by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

Accordingly, we hereby certify the following things:

1. We do not knowingly hire or continue to employ individuals who are not legally authorized to work in the United States.
2. We understand that we are subcontractors to {TOCOMPANY.NAME} on a federal subcontract subject to the FAR E-Verify clause.
3. We have enrolled in E-Verify as a federal contractor and have attached a copy of the "Company Profile" page from the E-Verify systems.
4. We have completed the E-Verify tutorial and signed the Memorandum of Understanding.
5. We will submit queries for all existing employees working on the {PROJECTS.NAME} federal contract, as well as all new employees (regardless of whether they are working on Federal Contract or not), pursuant to the requirements of the FAR E-Verify rule.
6. We will not use any employee on the {PROJECTS.NAME} contract who receives a final non-confirmation from E-Verify.
7. If we utilize lower tier subcontractors in order to meet our obligations under the Brasfield & Gorrie federal subcontract, we will include an E-Verify clause in that subcontract and obtain a similar certification from the lower-tier subcontractors selected or currently performing on the contract.
8. We will keep all lower tier subcontractor certifications on file.
9. We consent to review and inspection of our I-9s and E-Verify documentation by a third party auditor, selected by Brasfield & Gorrie, at any time during the performance of the federal contract.

I certify that the above items are true and accurate, and that I am authorized to sign on behalf of the company.

Name of Company: _____

Date: _____

Authorized Signature: _____

Phone: _____

Title: _____

Printed Name: _____

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

FEDERAL SCHEDULE 3-A DAVIS BACON AND RELATED ACTS INFORMATION

Included and incorporated in this Schedule are:

- 1) An Overview of Davis Bacon and Related Acts (DBRA) and the full text of the FAR clauses
- 2) Davis Bacon Compliance Affidavit for B&G Subcontractors
- 3) Davis Bacon Compliance Affidavit for Sub-Subcontractors
- 4) Subcontractor SF 1413
- 5) Sub-Subcontractor SF 1413
- 6) Certified Payroll Instructions
- 7) EMARs Information Form
- 8) Copy of applicable Wage Determination

Overview of Davis-Bacon Requirements

This is a project covered by the Davis Bacon and Related Acts (DBRA). The applicable subcontract contains specific requirements for compliance with DBRA. A summary of DBRA requirements can be found at <http://www.dol.gov/whd/regs/compliance/whdfs66.pdf>. Certain key requirements for compliance are summarized below:

- Required wage rates for covered workers working at the site are listed on the applicable Wage Determination, listed as item number 8 above and attached hereto, and which must be posted at the job site.
- The Wage Determination applies to all workers on site performing covered DBRA work. All such workers must be paid at least the Wage Determination rate that best applies to their actual job duties, regardless of job title.
- Apprentices or trainees may be paid at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the U.S. Department of Labor (“DOL”) or with a state apprenticeship agency recognized by the DOL.
- Subcontractors are required to pay covered workers no less than weekly and submit weekly certified payroll records to Brasfield & Gorrie, L.L.C. in the eMARS online system.
- Subcontractors must complete Standard Form 1413 and provide to Brasfield & Gorrie, L.L.C.
- Subcontractors must notify Brasfield & Gorrie of the identity of any and all of its subcontractors and sub-subcontractors (including independent contractors) who perform any work associated with the project, shall flow down the full text of the applicable FAR clauses in subcontract and sub-subcontract agreements, and shall ensure that Brasfield & Gorrie is provided a completed Standard Form 1413 and any other required forms prior to the time such subcontractor or sub-subcontractor performs work on the project.
- Subcontractors must maintain the following records for a period of three years after completion of the project: name, address and social security number of each covered employee; employee’s work classification; hourly rate(s) of pay including fringe benefits; daily and weekly number of hours worked; deductions made; actual wages paid; terms of applicable fringe benefit plans and registration and certification of applicable apprenticeship programs.

DBRA Full Text

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation.

As prescribed in [22.305](#) , insert the following clause:

Contract Work Hours and Safety Standards-Overtime Compensation (May 2018)

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation [22.300](#)) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR [5.5\(b\)\(2\)](#) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at [40 U.S.C. chapter 37](#)). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461 Note](#)), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR [5.5\(a\)\(3\)](#) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work.

As prescribed in [22.407\(h\)](#), insert the following provision:

Construction Wage Rate Requirements-Secondary Site of the Work (May 2014)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-6 Construction Wage Rate Requirements.

As prescribed in [22.407\(a\)](#), insert the following clause:

Construction Wage Rate Requirements (Aug 2018)

(a) *Definition.*—"Site of the work"— (1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division

U.S. Department of Labor

Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination

within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 Withholding of Funds.

As prescribed in [22.407\(a\)](#), insert the following clause:

Withholding of Funds (May 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 Payrolls and Basic Records.

As prescribed in [22.407\(a\)](#), insert the following clause:

Payrolls and Basic Records (Jul 2021)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)

(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional [Form WH-347](#) is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at <https://www.dol.gov/agencies/whd/forms>. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify-

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional [Form WH-347](#) shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 Apprentices and Trainees.

As prescribed in [22.407](#)(a), insert the following clause:

Apprentices and Trainees (July 2005)

(a) Apprentices. (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for

apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 Compliance with Copeland Act Requirements.

As prescribed in [22.407\(a\)](#), insert the following clause:

Compliance with Copeland Act Requirements (Feb 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 Subcontracts (Labor Standards).

As prescribed in [22.407\(a\)](#), insert the following clause:

Subcontracts (Labor Standards) (May 2014)

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation-

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at [52.222-6](#), Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at [52.222-6](#), in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled-

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed [Standard Form \(SF\) 1413](#), Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed [SF 1413](#) for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

(End of clause)

52.222-12 Contract Termination-Debarment.

As prescribed in [22.407\(a\)](#), insert the following clause:

Contract Termination-Debarment (May 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations.

As prescribed in [22.407\(a\)](#), insert the following clause:

Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 Disputes Concerning Labor Standards.

As prescribed in [22.407\(a\)](#), insert the following clause:

Disputes Concerning Labor Standards (Feb 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 Certification of Eligibility.

As prescribed in [22.407\(a\)](#), insert the following clause:

Certification of Eligibility (May 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)\(2\)](#) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)\(2\)](#) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C.1001](#).

(End of clause)

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

FEDERAL SCHEDULE 3-B DAVIS BACON AND RELATED ACTS COMPLIANCE AFFIDAVIT

We, {TOCOMPANY.NAME}, [subcontractor] understand that in order to do business with Brasfield & Gorrie, our company MUST certify compliance with the prevailing wage requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 et seq.) (“Davis-Bacon”).

Accordingly, we hereby certify the following:

1. We certify that every worker who is a covered worker under Davis-Bacon, including independent contractors, (“Covered Workers”) will be properly classified and paid at least the rate specified in the applicable wage determination.
2. We certify that each Covered Worker will be paid on a weekly basis and that accurate, complete certified payrolls will be submitted to Brasfield & Gorrie weekly.
3. We certify that we will maintain the following records for a period of three years after project completion:
 - a. Name, address and social security number of each covered worker;
 - b. Worker’s work classification;
 - c. Hourly rate(s) of pay including fringe benefits;
 - d. Daily and weekly number of hours worked;
 - e. Deductions made;
 - f. Actual wages paid;
 - g. Terms of applicable fringe benefit plans; and
 - h. Registration and certification of applicable apprenticeship programs.
4. We certify that we will complete Standard Form 1413 and provide to Brasfield & Gorrie, L.L.C.
5. If we utilize lower-tier subcontractors in order to meet our obligations under the Brasfield & Gorrie, L.L.C. federal contract, we certify that we will:
 - a. Notify Brasfield & Gorrie, L.L.C. of the identity of all such lower-tier subcontractors, ensure the lower-tier subcontractor completes Standard Form 1413, and ensure that such form is provided promptly to Brasfield & Gorrie, L.L.C.;
 - b. Include the following in any lower tier subcontracts:
 - i. A copy of the applicable wage determination
 - ii. The full text of DBRA FAR clauses (48 C.F.R. §§ 52.222-4 through 52.222-15); and
 - c. Obtain the affidavit in this Subcontract as Federal Schedule 3-C from any lower-tier subcontractors selected, and we will keep all lower-tier subcontractor certifications on file.
6. We consent to a review and inspection of compliance with DBRA by Brasfield & Gorrie, L.L.C. or its designee at any time during the performance of the federal contract.

I certify that the above items are true and accurate, and that I am authorized to sign on behalf of the company.

Name of Company: _____ **{TOCOMPANY.NAME}** _____

Date: _____

Authorized Signature: _____

Phone: _____

Title: _____

Printed Name: _____

Project Name: _____
Subcontractor: _____

Subcontract No.: _____
Sub-Subcontractor: _____

FEDERAL SCHEDULE 3-C DAVIS BACON AND RELATED ACTS COMPLIANCE AFFIDAVIT FOR SUB-SUBCONTRACTORS OF ALL TIERS

We, _____, [sub-subcontractor] understand that in order to do business with {TOCOMPANY.NAME}, a subcontractor of prime contractor Brasfield & Gorrie, who holds federal contract {Projects.Udf_Federal_Contract_Number} [Federal Contract Number]{Projects.Udf_Federal_Contract_Name} [Federal Contract Name], our company MUST certify compliance with the prevailing wage requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3148 et seq.) (“Davis-Bacon”).

Accordingly, we hereby certify the following:

1. We certify that every worker who is a covered worker under Davis-Bacon, including independent contractors, (“Covered Workers”) will be properly classified and paid at least the rate specified in the applicable wage determination.
2. We certify that each Covered Worker will be paid on a weekly basis and that accurate, complete certified payrolls will be submitted to Brasfield & Gorrie, L.L.C. weekly.
3. We certify that we will post a copy of the following at the project site in a prominent and accessible place where they can be easily seen by our workers:
 - a. U.S. Department of Labor Davis-Bacon poster (WH-1321 at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>); and
 - b. The applicable wage determination (including any modified or additional classification and wage rates obtained).
4. We certify that we will maintain the following records for a period of three years after project completion:
 - a. Name, address and social security number of each covered worker;
 - b. Worker’s work classification;
 - c. Hourly rate(s) of pay including fringe benefits;
 - d. Daily and weekly number of hours worked;
 - e. Deductions made;
 - f. Actual wages paid;
 - g. Terms of applicable fringe benefit plans; and
 - h. Registration and certification of applicable apprenticeship programs.
5. We certify that we will complete Standard Form 1413 and provide to Brasfield & Gorrie, L.L.C.
6. If we utilize lower-tier subcontractors in order to meet our obligations under the Brasfield & Gorrie, L.L.C. federal contract, we certify that we will:
 - a. Notify Brasfield & Gorrie of the identity of all such lower-tier subcontractors, ensure the lower-tier subcontractor completes Standard Form 1413, and ensure that such form is provided promptly to Brasfield & Gorrie, L.L.C.;
 - b. Include the following in any lower tier subcontracts:
 - i. A copy of the applicable wage determination
 - ii. The full text of Davis-Bacon FAR clauses (48 C.F.R. §§ 52.222-4 through 52.222-15); and
 - c. Obtain a certification similar to this affidavit from any lower-tier subcontractors selected or currently performing on the contract and we will keep all lower-tier subcontractor certifications on file. We acknowledge that Brasfield & Gorrie has provided us with a sample affidavit to be provided to our lower-tier subcontractors.
7. We consent to a review and inspection of compliance with Davis-Bacon by Brasfield & Gorrie or its designee at any time during the performance of the federal contract.

I certify that the above items are true and accurate, and that I am authorized to sign on behalf of the company.

Name of Company: _____

Date: _____

Authorized Signature: _____

Phone: _____

Title: _____

Printed Name: _____

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

**FEDERAL SCHEDULE 3-D
SUBCONTRACTOR SF 1413**

- Subcontractor shall complete a SF 1413 electronically and submit it to Contractor as part of this Subcontract.

EXAMPLE

Project Name: _____
Subcontractor: _____

Subcontract No.: _____
Sub-Subcontractor: _____

FEDERAL SCHEDULE 3-E
SUB-SUBCONTRACTORS OF ALL TIERS SF 1413

- If Subcontractor has any lower tier subcontractors, Subcontractor shall have each lower tier subcontractor complete a SF 1413 electronically, which Subcontractor shall submit to Contractor as part of this Subcontract.

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-
Subcontractor: {TOCOMPANY.NAME} {CONTRACTS.CONTRACTNUMBER}

FEDERAL SCHEDULE 3-F CERTIFIED PAYROLL INSTRUCTIONS

- All Subcontractors and Sub-Subcontractors of all tiers must maintain payrolls during the course of work and keep records for a period of three years after the completion of work.
- All Subcontractors are required to use eMars.
- Access will be granted when the Subcontract is executed and an individual is assigned at your company to use the system. Please email the individual designated on the eMars form the designated person's name, email address, and direct phone number.
- eMars requires all documents, as per Davis Bacon and Related Acts and all Department of Labor regulations, to clear system with no errors.
- Classifications are listed the same as in the wage decision (Davis-Bacon Act), or as approved by additional classification procedures.
- The hourly rate of pay should be shown.
- Authorized deductions are itemized on the payroll form. It is not correct to show deductions as "other."
- For periods of no work, a payroll must be submitted stating "No Work Performed"
- Attention should be given to completing the spaces for fringe benefit payments. If both "cash" and "fund" payments are acceptable, explanations or notations are necessary. Complete the "exceptions" or "remarks spaces to show clearly how you are paying the fringe benefits.
- Documentation must be attached within eMars to support deductions, fringes and anything that Subcontractor believes is necessary to support Subcontractor's certified payroll.

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

FEDERAL SCHEDULE 3-G EMARS INFORMATION FORM

- Subcontractor shall submit a copy of the eMars form, as instructed on the eMars form, as part of this Subcontract.

EXAMPLE

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

**FEDERAL SCHEDULE 3-H
APPLICABLE WAGE DETERMINATION**

**NOTE: COPY OF WAGE DETERMINATION TO BE PASTED INTO THIS
SCHEDULE BY ADMINISTRATIVE ASSISTANT**

EXAMPLE

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

FEDERAL SCHEDULE 4 SUBCONTRACTOR'S SUBCONTRACTING PLAN

- If the value of the Subcontract is \$1,500,000 or more, or if Subcontractor has a lower tier subcontractor with a contract value of \$1,500,000 or more, Subcontractor and any lower tier subcontractor must send its proposed Subcontracting Plan to Contractor prior to mobilization at the Project Site.
- Upon submission of Subcontractor's Subcontracting Plan, Contractor shall approve Subcontractor's Subcontracting Plan or return Subcontractor's Subcontracting Plan to Subcontractor with revisions. If Contractor returns revisions to Subcontractor, Subcontractor must revise and resubmit its Subcontracting Plan to Contractor. Upon final approval of Subcontractor's Subcontracting Plan, the approved Subcontractor Subcontracting Plan will become incorporated into this Subcontract.
- If the value of the Subcontract is less than \$1,500,000, this Schedule is inapplicable.

EXAMPLE

Project Name: _____

Subcontract No.: _____

Subcontractor: _____

FEDERAL SCHEDULE 5-A

SUBCONTRACTOR'S SYSTEM AWARD MANAGEMENT (SAM) REGISTRATION

- If Subcontractor already has "Active Status," Subcontractor shall submit to Contractor Subcontractor's proof of status as part of this Subcontract.
- If Subcontractor does not already have "Active Status," Subcontractor shall create a user account and register following the instructions at SAM.gov. Once a user account is created and registration is complete, Subcontractor shall submit to Contractor Subcontractor's proof of status as part of this Subcontract.

EXAMPLE

Project Name: _____
Subcontractor: _____

Subcontract No.: _____
Sub-Subcontractor: _____

FEDERAL SCHEDULE 5-B
SUB-SUBCONTRACTOR’S SYSTEM AWARD MANAGEMENT (SAM)
REGISTRATION

- If a lower tier subcontractor already has “Active Status,” Subcontractor shall submit to Contractor proof of status for all lower tier subcontractors as part of this Subcontract.
- If a lower tier subcontractor does not already have “Active Status,” a lower tier subcontractor shall create a user account and register following the instructions at SAM.gov. Once a user account is created and registration is complete, Subcontractor shall submit to Contractor proof of status for all lower tier subcontractors as part of this Subcontract.

EXAMPLE

Project Name: _____
Subcontractor: _____

Subcontract No.: _____

FEDERAL SCHEDULE 6-A SUBCONTRACTOR'S SMALL BUSINESS CERTIFICATIONS

- If Subcontractor is already registered as a Small Business Entity (SBE), including registration as a Small Disadvantaged Business, Women Owned Small Business, Historically Black College and University and Minority Institution, HUBZone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Alaska Native and Indian Tribe Small Business, or Alaska Native or Indian Tribe, Subcontractor shall provide proof of such status from the Small Business Administration website (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and or the Department of Veterans Administration (vetbiz.gov) as part of this Subcontract.
- If Subcontractor is a small business but is not registered with the Small Business Administration and/or the Department of Veterans Affairs, Subcontractor shall complete the Supplemental Data Information in sam.gov and follow the applicable links to the Small Business Dynamic website and/or to vetbiz.gov. Upon Subcontractor's registration, Subcontractor shall provide proof of status as part of this Subcontract.
- If Subcontractor is not a SBE, no information is required.

Project Name: _____
Subcontractor: _____

Subcontract No.: _____
Sub-Subcontractor: _____

FEDERAL SCHEDULE 6-B SUB-SUBCONTRACTOR'S SMALL BUSINESS CERTIFICATION

- If lower tier subcontractor is already registered as a Small Business Entity (SBE), including registration as a Small Disadvantaged Business, Women Owned Small Business, Historically Black College and University and Minority Institution, HUBZone Small Business, Veteran Owned Small Business, Service Disabled Veteran Owned Small Business, Alaska Native and Indian Tribe Small Business, or Alaska Native or Indian Tribe, Subcontractor shall provide proof of lower tier subcontractor's status from the Small Business Administration website (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and or the Department of Veterans Administration (vetbiz.gov) as part of this Subcontract.
- If lower tier subcontractor is a small business but is not registered with the Small Business Administration and/or the Department of Veterans Affairs, lower tier subcontractor shall complete the Supplemental Data Information in sam.gov and follow the applicable links to the Small Business Dynamic website and/or to vetbiz.gov. Upon lower tier subcontractor's registration, Subcontractor shall provide proof of status as part of this Subcontract.
- If lower tier subcontractor is not a SBE, no information is required.



TRADE CONTRACTOR PREQUAL FORM



All items may be sent to credit@brasfieldgorrie.com

Company Name:	
Employer Identification Number:	
Street Address:	
City, State, Zip Code:	
Phone Number:	
Contact/Submitted By:	
Email Address:	
Primary Trade(s):	
Job Name and Location you are interested in:	

The following documents will be required for subcontractor financial analysis. **Partial submissions will not be considered.**

1. Last two fiscal yearend financial statements to include CPA opinion letter, balance sheet, income statement, cash flow statement, and footnotes to the financial statements.
2. If last fiscal yearend is over six months old, please also provide current interim statements to include balance sheet and income statement.
3. Current letter from Surety provider indicating single job and aggregate program support, duration of relationship, and comments on any open bond claims.
4. Letter from your bank regarding current lines-of-credit; indicate total amounts of lines-of-credit as well as what is currently outstanding and average outstanding over past 12 months.
5. Provide backlog (value remaining to be billed):

Backlog (value remaining to be billed)	As of Date (mm/dd/yyyy)

6. Provide current P&P Bond Rate: _____

7. List major construction projects your organization currently has in progress:

Project Name/Location	General Contractor	GC Contact and Phone	Contract Amount	% Complete

8. List major construction projects your organization has completed in the past five years:

Project Name/Location	General Contractor	GC Contact and Phone	Contract Amount	Completion Date

9. Provide revenue for the past three (3) years:

Year	Total Revenue

10. Provide worker compensation experience modification rate for the past three (3) years:

Year	Rate	Carrier

11. Provide number of OSHA Citations for the past three (3) years:

Year	Number of Citations	Number of Fatalities	Reason

12. Provide Recordable Incident Rates, Loss Time Incident Rates, and Employee Hours Worked for the past three (3) years:

Year	Number of Recordable Incidents	Number of Loss Time Incidents	Employee Hours Worked

13. Indicate any Diversity Certifications your organization holds:

Certification	Yes / No		Expiration Date
Women Business Enterprise (WBE)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Women Owned Small Business (WOSB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Minority Business Enterprise (MBE)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Disadvantaged Business Enterprise (DBE)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Small Disadvantaged Business (SDB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Veteran Owned Business (VOB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Veteran Owned Small Business (VOSB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Service-Disabled Veteran Owned Small Business (SDVOSB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Small Business (SB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
HubZone Small Business (HUBZ)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
8(a) Small Business (8SB)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Other:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

Signature

Date

Anne McCrory
 Administrative Assistant
 Brasfield & Gorrie, L.L.C.
 3021 7th Avenue South
 Birmingham, Alabama 35233
 205-714-1864



SUBCONTRACT PAYMENT BOND

BOND NO.: _____
 SUBCONTRACT NO.: _____
 COST CODE: _____

KNOW ALL MEN BY THESE PRESENTS, That we _____, as Principal, and _____ [Surety Name], as Surety, are held and firmly bound unto **BRASFIELD & GORRIE, L.L.C.** as Oblige, in the penal sum of (_____) Dollars (_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain subcontract which is hereto attached and made a part hereof, with the Oblige dated _____, for _____ being part of the work covered by a contract dated on or about _____, between _____, hereinafter called Owner, and the said Oblige for _____, _____, _____, which subcontract, contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall pay promptly and in full the claims of all persons, firms or corporations, performing labor or furnishing equipment, materials, or supplies incurred in connection with the work to be performed under said subcontract, and shall indemnify and save harmless the Oblige from all loss, liability, costs, damages, penalty, attorney's fees or expenses for all taxes, insurance premiums, any and all applicable contributions, allowances or other payments or deductions, however termed, required by statute or union labor agreement, including voluntary payment thereof by the Oblige necessary to insure orderly prosecution of work or other items or services used in, upon or for or incurred in connection with the work to be performed under subcontract, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said subcontract, any change in the character or scope of the work to be performed, or the method of performance, under said subcontract or modification of said subcontract or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the Oblige and the Owner or any change that may be made in the performance of the work under said subcontract, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, and the Surety hereby consents to and waives notice of any such change, alteration, modification or amendment.

Subject to the priority of the named Oblige with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in said contract shall have a direct right to action against said Principal and Surety under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, _____.

Surety: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____

Subcontractor: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____

[corporate seal]

[corporate seal]

BRASFIELD & GORRIE, LLC

 Phone: _____
 Fax: _____



SUBCONTRACT PERFORMANCE BOND

BOND NO.: _____
 SUBCONTRACT NO.: _____
 COST CODE: _____

KNOW ALL MEN BY THESE PRESENTS, That we _____, as Principal, and _____ [Surety Name], as Surety, are held and firmly bound unto **BRASFIELD & GORRIE, L.L.C.** as Obligee, in the penal sum of (_____) Dollars (_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, That Whereas, the Principal entered into a certain subcontract which is hereto attached and made a part hereof, with the Obligee dated _____, for _____ being part of the work covered by a contract dated on or about _____, between _____, hereinafter called Owner, and the said Obligee for _____, _____, which subcontract, contract and the specifications and general conditions thereof are hereby incorporated herein and shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall fully indemnify and save harmless the Obligee from all loss, liability, costs, damages, penalty, attorney's fees or expense which Obligee may incur by reason of failure to well and truly keep and perform each, every and all of the terms and conditions of said subcontract on the part of the said Principal to be kept and performed, including but not limited, to completion within the time specified of all work covered by said subcontract, performance of all obligations, and guarantees of the Obligee relating to such work under the subcontract with the Owner, then this obligation shall be of no effect, but otherwise it shall remain in full force and effect.

It is a condition hereof that any change, alteration, modification or amendment of any nature whatsoever that may be made in the terms of said subcontract, any change in the character or scope of the work to be performed, or the method of performance, under said subcontract or modification of said subcontract or in the time for completion thereof, any change in the manner, time or amount of payment as provided therein, any change of any nature whatsoever that may be made in the terms of the contract between the Obligee and the Owner or any change that may be made in the performance of the work under said subcontract, may be made without notice to the Surety and without affecting the obligations of the Surety on this bond and without requiring the consent of the Surety, and no such change or changes shall release the Surety from any of its obligations hereunder, and the Surety hereby consents to and waives notice of any such change, alteration, modification or amendment.

It is a further condition hereof that no one other than the named Obligee and the successors, administrators, or assigns of the Obligee shall have any right of action under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, _____.

Surety: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____

Subcontractor: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Address: _____
 Phone: _____

[corporate seal]

[corporate seal]

BRASFIELD & GORRIE, LLC

 Phone: _____
 Fax: _____



INTERNAL USE ONLY

V #:	_____
VR #:	_____
Purchase Order # :	_____
Cost Code:	_____

PURCHASE ORDER

PURCHASER: BRASFIELD & GORRIE, L.L.C. ("Purchaser")

Phone: _____ **Fax:** _____

Email: _____

VENDOR: _____ ("Vendor")

Attn: _____

Phone: _____ **Fax:** _____

Email: _____

MATERIALS: _____ ("Materials")

PROJECT: _____ ("Project")

OWNER: _____ ("Owner")

ARCHITECT – _____ ("Architect")

ENGINEER: _____

SHIP TO: _____ ("Destination")

_____ (Include original bill of lading)

F.O.B.: _____ (Unless otherwise specified, F.O.B. destination)

REQUIRED DELIVERY DATE(S): _____ ("Delivery Date(s)")

PURCHASE ORDER PRICE: _____ ("Price")

RETAINED PERCENTAGE: (_____ "Percent") _____ ("Retainage")

TAX STATUS OF MATERIALS: Taxable Tax Exempt

(_____ "Percent") % Sales Tax or Use Tax

PARTY REMITTING TAX: Vendor Purchaser

IF VENDOR REMITTING, IT WILL DO SO IN THE FOLLOWING JURISDICTIONS: State County City

DEFAULT PROTECTION: Default Protection Plan Bond Waived

(The above terms are incorporated by reference and are more fully explained below.)

On _____ ("Contract Date"), Purchaser and Vendor entered into this agreement ("Purchase Order") in accordance with the following terms:

ARTICLE 1 – MATERIALS

1.1 Vendor shall furnish the materials, supplies, machinery, equipment, goods, and products required by and in accordance with the terms described in Schedule A (the "Materials"). The Materials shall be manufactured in strict accordance with and using only the kind, make, and quality of materials described in the contract between Owner and Purchaser; the plans, drawings, specifications, addenda, and other documents listed in Schedule B; and any modifications issued later thereto (collectively, the "Contract Documents"). All Materials shall be manufactured in a first-class, efficient, expeditious, good, proper, and workmanlike manner.

1.2 Vendor shall provide all shop inspections and testing required during manufacture to ensure compliance with the Contract Documents. Purchaser, Architect, and Owner, or a designated inspector of any of them, shall have free access at all reasonable times: (a) to inspect, test, and expedite all Materials; (b) to reject defective Materials; and (c) to suspend work on Materials not being properly performed or not in accordance with the Contract Documents. If requested by Purchaser, Vendor must submit a monthly engineering and production status report regarding the Materials to Purchaser. Neither the presence nor absence of an inspector or other personnel of Purchaser, Architect, or Owner in Vendor's facilities shall relieve Vendor from any requirements of this Purchase Order. Neither Purchaser, nor Architect, nor Owner, nor any designated inspector, shall be required to execute releases, waivers, or other similar documents purporting to release Vendor from liability for bodily injury to Purchaser, Architect, Owner, or any designated inspector, while inspecting Vendor's facilities.

1.3 Except as otherwise expressly stated in this Purchase Order, Vendor agrees that it is bound to Purchaser by the terms and conditions of the Contract Documents and that Vendor is obligated and liable to Purchaser to the same extent Purchaser is obligated and liable to Owner. Vendor hereby assumes toward Purchaser all of the duties, obligations, and responsibilities that Purchaser has by the Contract Documents assumed toward the Owner. Vendor agrees to be bound by all interpretations, decisions, or other written instructions by the Owner, Architect, any court, arbitration panel, administrative tribunal, or other body relative to any question, interpretation, ambiguity, or discrepancy in the Contract Documents in the same manner as Purchaser is bound; and Vendor agrees to comply with and to furnish the Materials as required by such interpretations, decisions, or other written instructions. If Vendor incurs any additional cost, delay, or disruption as a result of any such interpretation, decision, or written instruction, or as a result of any inadequacy or unsuitability, including, without limitation, ambiguity, inconsistency, or omission in the Contract Documents, Purchaser shall be obligated to increase the Price and/or to extend the Delivery Date(s) only if Purchaser receives additional compensation and/or an extension of time from Owner, and then only to the extent, if any, of Vendor's equitable or pro-rata portion of such additional compensation and/or extension of time.

1.4 The Contract Documents and this Purchase Order shall be read and interpreted together. If there is a conflict regarding the Materials between the Contract Documents and this Purchase Order, the document requiring the more extensive work or containing the stricter requirement shall prevail unless Purchaser directs otherwise. Otherwise, this Purchase Order shall govern in the event of any conflict between the Contract Documents and Purchase Order pertaining to the relationship between Purchaser and Vendor.

ARTICLE 2 – PRICE

Purchaser shall pay Vendor the sum set forth above as the Price for the satisfactory furnishing of the Materials under this Purchase Order, subject to additions and deductions as herein provided. To the extent that the Materials or any changes or modifications thereto are to be furnished on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule A based on actual quantities furnished in accordance with the Contract Documents. Unless otherwise specified, the Price, and all unit prices shown in Schedule A, include all labor, materials, packaging, shipment, transportation, duties, fees, applicable taxes, insurance, bonds, and other related costs associated with furnishing the Materials. No increase in the Price is effective for any reason without a written Change Order as provided in Article 7.

ARTICLE 3 – SUBMITTALS

3.1 Vendor shall prepare all necessary drawings relating to the manufacture and installation of the Materials, including necessary details for the design of proper supporting structures, in accordance with the Contract Documents. Vendor acknowledges that prompt transmittal of drawings and operating manuals to Purchaser is of primary importance in enabling Purchaser to fulfill its schedule commitments to Owner. Vendor agrees that failure by Vendor to do so shall constitute a material breach of this Purchase Order.

3.2 Neither review nor approval of submittals by Purchaser, Owner, or Architect shall relieve Vendor of its obligation to furnish the Materials in strict accordance with the Contract Documents. Vendor shall identify every variance between any submittal and the requirements of the Contract Documents at the time of transmission either prominently on the submittal or specifically in a transmittal letter accompanying the submittal. No modification, revision, or other notation on a submittal that changes or modifies the Contract Documents shall be valid (even if the submittal is approved) unless a Change Order is issued approving the modification, revision, or other notation.

ARTICLE 4 – PACKAGING, SHIPMENT, DELIVERY, AND INSPECTION

4.1 Packaging of the Materials is to be in strict accordance with the instructions contained herein or, if there are no instructions, in a manner sufficient to ensure the Materials are delivered in an undamaged condition. Vendor must provide Purchaser with prior written notice if Vendor requires Purchaser to return any packaging material. Any return of packaging material shall be made at Vendor's expense.

4.2 Vendor shall give written notice of shipment to Purchaser when the Materials are delivered to a carrier for transportation. Vendor shall provide Purchaser all shipping documents, including any bill of lading, packing list, or other documents necessary to release the Materials at the Destination.

4.3 Time is of the essence. All Materials shall be delivered to the Destination by the Delivery Date(s). Vendor shall be granted an extension to the Delivery Date(s) and/or an adjustment in the Price only to the extent an extension and/or adjustment is allowed by the Contract

Documents and granted by Owner. However, in the event Vendor is delayed by Purchaser or others under Purchaser's control and Vendor gives the required notice, Vendor shall be entitled to an extension to the Delivery Date(s) equal to the delay. Vendor shall notify Purchaser in writing within seven (7) calendar days of any event that may prevent Vendor's timely delivery. Vendor shall use all diligent efforts to end the delay, minimize the effects of the delay, and resume performance as soon as possible. Vendor shall be liable for any damages attributable to unexcused delay in delivery of the Materials, which may include, but are not limited to, liquidated damages imposed by Owner on Purchaser under the Contract Documents and/or extra costs and expenses incurred by Purchaser or others under Purchaser's control. Title to the Materials passes to Purchaser upon delivery of the Materials to the Destination. Vendor bears all risk of loss or damage to the Materials until delivery of the Materials at the Destination.

4.4 Purchaser has the right to inspect the Materials upon or after delivery at the Destination. Purchaser, at its sole option, may reject all or any portion of the Materials if it determines the Materials are defective or do not conform with the Contract Documents. If Purchaser rejects all or any portion of the Materials, Purchaser has the option to: (a) accept the defective or nonconforming Materials at a reasonably reduced price; (b) return the defective or nonconforming Materials to Vendor at Vendor's expense and require replacement of the defective or nonconforming Materials; (c) hold the defective or nonconforming Materials at Vendor's expense and require replacement of the defective or nonconforming Materials; or (d) repair the defective or nonconforming Materials at Vendor's expense. If Purchaser requires replacement Materials, Vendor shall, at its expense, promptly replace the defective or nonconforming Materials and pay for all related expenses. If Vendor fails to timely deliver replacement Materials, Purchaser may terminate this Purchase Order for cause pursuant to Article 15. Any inspection or other action by Purchaser under this Article shall not reduce or otherwise affect Vendor's obligations under this Purchase Order.

ARTICLE 5 – PAYMENT

5.1 Billing. Upon satisfactory delivery of the Materials at the Destination, Vendor shall send an invoice to Purchaser. The invoice shall include the value of the Materials furnished and the Purchase Order number. Vendor shall submit a conditional release of lien and waiver of claims on Purchaser's form with each invoice submitted. Purchaser, at its option, may also require Vendor to furnish satisfactory evidence of the payment of all accounts for labor and materials pertaining to Vendor's performance hereunder. If Vendor's subcontractors or suppliers are not being properly paid, Vendor acknowledges and irrevocably agrees: (a) that Purchaser may, at any time, make payments due to Vendor by checks jointly payable to Vendor and one or more of Vendor's subcontractors, suppliers, or sureties; or (b) that Purchaser may make payments directly to one or more of Vendor's subcontractors, suppliers, or sureties. If Purchaser elects to make payment by joint check or by direct payment, any such payment(s) shall be accounted for as payment under this Purchase Order and deducted from any amounts due to Vendor hereunder.

5.2 Payments. Within five (5) working days after receiving a payment from Owner, Purchaser shall make a payment to Vendor equal to the approved value of the furnished Materials that were included in Purchaser's billing to Owner, less: (a) all previous payments; (b) Retainage; (c) any withholding provided for in this Purchase Order; and (d) all charges or backcharges for services, materials, equipment, or other items furnished by or otherwise chargeable by Purchaser to Vendor. Purchaser agrees that it is not the intent of this Purchase Order that Vendor would be denied payment for Materials furnished in full compliance with this Purchase Order and the Contract Documents because of Owner's refusal or inability to pay Purchaser for such Materials.

5.3 Withholding, Setoff, and Recoupment. In addition to Retainage, Purchaser may withhold from any progress or final payment all amounts that are reasonably necessary to protect Purchaser against all risks, including, without limitation, attorneys' fees, in the event the Materials do not meet the requirements of the Contract Documents or in the event of a breach of this Purchase Order by Vendor. Prior to withholding any amount, Purchaser shall give written notice to Vendor of the basis for Purchaser's withholding under this Article. Vendor shall have five (5) calendar days after receipt of such notice to take all necessary corrective action. If Vendor fails to correct the basis for the withholding within the correction period, Purchaser shall then have the right to withhold all amounts reasonably necessary. Purchaser hereby reserves the rights of set-off and recoupment. Purchaser may deduct, back charge, set-off, or recoup from any amounts otherwise due under this Purchase Order or any other agreement between Purchaser and Vendor, including any agreement between Vendor and any joint venture or other entity in which Purchaser has an ownership interest, any amounts owed by Vendor to Purchaser under this Purchase Order or under any other obligation of Vendor.

5.4 No payment shall constitute or imply acceptance by Purchaser of any portion of the Materials. Vendor agrees that acceptance of any payment shall constitute a release of Purchaser from all claims or liability for any Materials furnished or for anything that occurred or that failed to occur during the payment period to which the payment relates. Acceptance of final payment by Vendor shall constitute a general release of Purchaser, its surety, and the Owner.

5.5 Sums are Tentatively Earned. All sums tentatively earned by Vendor for furnishing the Materials shall constitute a fund for the purpose of: (a) full and timely furnishing of the Materials and fulfillment of all Purchase Order requirements; (b) payment of any back charges or claims due Purchaser from Vendor based on this Purchase Order or otherwise; and (c) payment to any of Vendor's lower-tier subcontractors, workers, design professionals, material and service suppliers, and any others who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if the Project is bonded). Such tentative earnings shall not be due or payable to Vendor or anyone else claiming in Vendor's place and stead, including, but not limited to, a trustee in bankruptcy, receiver, or garnishor, until and unless the Materials have been fully and satisfactorily delivered to the Destination in accordance with the Contract Documents and all Purchase Order requirements, including the conditions for final payment, have been fulfilled. Vendor agrees to promptly pay all lower-tier subcontractors, workers, design professionals, and material and service suppliers. Vendor declares that all funds received from Purchaser hereunder shall be deemed to be held by Vendor in trust for the benefit of those furnishing work, labor, materials, services, equipment, etc., to or through Vendor for the Materials.

ARTICLE 6 – TAXES

In the event all or a portion of the Materials are tax exempt, the applicable tax exemption certificate will be included as Schedule C attached hereto. For all Materials that are not tax exempt, unless otherwise noted, all taxes and other contributions to governmental agencies levied directly on Vendor, its subcontractors, suppliers, or any other parties of any tier under its control, shall be included in the Price.

ARTICLE 7 – CHANGES

7.1 Purchaser shall have the right to make changes to this Purchase Order, including, but not limited to, changes in: (a) quantities; (b) the drawings and specifications; (c) packaging and shipment requirements; and (d) the Delivery Date(s). Should a change affect the Price and/or Delivery Date(s), Vendor shall, before proceeding with the change and in no event later than seven (7) calendar days after notice of the change, notify Purchaser of any change in the Price and/or Delivery Date(s). Vendor's price quotations for all changes shall be based on actual savings or costs. Vendor shall include appropriate backup documentation supporting any request for a change, as well as any documentation requested by the Owner or Architect.

7.2 Vendor agrees that payment by Purchaser to Vendor for changes directed or caused by the Owner or Architect shall be limited to Vendor's portion of the payments actually received by Purchaser from the Owner under the Contract Documents.

7.3 Purchaser and Vendor agree to attempt to determine the amount of any adjustment to the Price prior to any change that affects the Materials. Vendor, however, will promptly proceed with any changes to the Materials when directed to do so in writing by Purchaser, even if Vendor and Purchaser have not agreed upon any adjustment to the Price as a result of such changes. In such event, Vendor shall maintain records of the actual costs Vendor incurred or saved as a result of the changes and furnish such records to Purchaser weekly. The final adjustment in the Price as a result of the changes will then be determined upon delivery of the Materials to the Destination. Vendor's failure to comply with a written directive from Purchaser to proceed with a change is a material breach of this Purchase Order.

7.4 Vendor shall not proceed with any changes to the Materials unless it first receives a written directive from Purchaser or a change order executed by Purchaser and Vendor (a "Change Order") that covers the changes to the Materials. Vendor waives any claim to an adjustment to the Price and/or an extension to the Delivery Date(s) due to a change if it fails to notify Purchaser of a change in Price and/or Delivery Date(s) within the time set forth in Article 7.1 or if it proceeds with any changes to the Materials before receiving a written directive or a Change Order from Purchaser.

ARTICLE 8 – WARRANTY

Vendor warrants the Materials to the full extent provided for in the Contract Documents and to the full extent required by the law of the state where the Project is located. In addition to any other warranties expressly set forth in the Contract Documents, Vendor warrants that the Materials: (a) shall be of the kind, make, and quality described herein; (b) shall be free of defects in workmanship, material, and design; (c) shall be new, fit, and sufficient for the purpose intended and merchantable; and (d) shall fully conform to and perform in accordance with the Contract Documents. For a period of one (1) year from the date of acceptance of the Project, or for such other period of time or from such other date as may be required by the Contract Documents or by law, Vendor shall repair or replace (at the option of Purchaser) any Materials that fail to conform to the foregoing warranty. All warranties shall survive any delivery, inspection, acceptance, and/or payment. Vendor expressly agrees that the Owner shall be entitled to directly enforce this warranty against Vendor and also agrees that this warranty may be assigned by Purchaser to Owner. Establishment of the one (1) year period relates only to the specific obligation of Vendor to repair or replace the Materials and has no relationship to the time within which Vendor is obligated to comply with this Purchase Order or to the time within which proceedings may be commenced to establish Vendor's liability under this Purchase Order.

ARTICLE 9 – DEFAULT PROTECTION

9.1 Purchaser, in its sole discretion, reserves the right to implement and use Purchaser's Default Protection Program ("DPP Program") in lieu of or in conjunction with the use of a performance bond ("Bond") or other risk mitigation tools. As part of the DPP Program, Purchaser may enroll Vendor in a default insurance program, require a Bond, self-insure the risk, or use any other risk mitigation tools available. The DPP Program shall be for the exclusive benefit of Purchaser. If Purchaser elects to enroll Vendor in the DPP Program, Vendor acknowledges and agrees that none of its obligations under this Purchase Order are altered or impaired by enrollment, and Purchaser's rights against Vendor for breach or default of this Purchase Order's obligations remain in full force and effect. Purchaser reserves the right to require Vendor to provide certain financial, surety, safety, and operational information at any time during the performance of this Purchase Order through expiration of the warranty period as required by the DPP Program. If requested by Purchaser, Vendor's timely remittance of such information shall be required as a condition of award of this Purchase Order. Additionally, if Vendor refuses or fails to provide the required information within a timely manner, any resulting cost for a Bond shall be at Vendor's sole expense. Thereafter, at any time during the performance of this Purchase Order, Vendor's failure to provide required information within a timely manner shall permit Purchaser to withhold payment and/or declare Vendor in default for material breach of this Purchase Order. Purchaser reserves the right to contact Vendor's surety, bonding agent, insurance agent, bank, or any other credit or reference contact during this Purchase Order to confirm or update the information provided by Vendor. If Purchaser elects to enroll Vendor in its DPP Program, Purchaser's default insurance provider shall have the right of subrogation in the event of any covered loss.

9.2 In the event Purchaser elects not to enroll Vendor in its DPP Program but is otherwise using its DPP Program on the Project, Vendor shall furnish a Bond in an amount equal to the Price on Purchaser's standard form and with a surety or sureties satisfactory to Purchaser as per Article 9.5 below. In such an event, the cost of the Bond shall not be included in the Price but shall be paid by Purchaser upon receipt of an invoice from Vendor, which shall include the invoice from Vendor's surety for the premium actually charged.

9.3 In the event Purchaser elects not to enroll Vendor in its DPP Program and is not using its DPP Program on the Project, Vendor shall furnish a Bond in an amount equal to the Price on Purchaser's standard form and with a surety or sureties satisfactory to Purchaser as per Article 9.5 below. In such an event, the cost of the Bond shall be included in the Price. Purchaser may require Vendor to provide a Bond within ten (10) days of the date of this Purchase Order, or at any time thereafter as requested by Purchaser. If a Bond is not required by this Purchase Order and is subsequently requested by Purchaser, Purchaser agrees to issue a Change Order for an equitable adjustment to cover the premium costs associated with the Bond. Purchaser reserves the right to verify the actual cost of the Bond at any time.

9.4 Purchaser reserves the right at any time during this Purchase Order and warranty period, as outlined in Article 8, to require Vendor to provide any bond securing the obligations of Vendor required as a result of Vendor's breach of this Purchase Order, including, but not limited to, a warranty, lien, or any other bond, each in an amount requested by Purchaser, on Purchaser's standard forms, or a form suitable to Purchaser, and with a surety or sureties satisfactory to Purchaser, at the sole expense of Vendor.

9.5 Any surety or sureties providing any Bond required by Article 9 shall be lawfully authorized to transact surety business in the state where the Project is located and shall have and maintain an A.M. Best Rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide. Failure of Purchaser to verify that the surety requirements have been met will not be construed as a waiver of Vendor's obligation to provide such Bond from satisfactory surety or sureties. Acceptance by Purchaser of delivery of any Bond does not constitute approval or agreement by Purchaser that the minimum surety requirements of this Purchase Order have been met, and failure of Purchaser to identify a deficiency from evidence provided will not be construed as a waiver of Vendor's obligation to provide a Bond from a satisfactory surety or sureties. In the event the surety or sureties providing any Bond do not meet the requirements of this Article 9.5, Purchaser reserves the right at any time to require replacement and/or additional bonds at the sole expense of Vendor.

9.6 Purchaser has the right, but not an obligation, to require a consent of surety for any modification, change, or alteration to this Purchase Order. Failure of Vendor to submit a consent of surety within seven (7) calendar days after Purchaser requests the consent will constitute a material breach of this Purchase Order.

9.7 No payment shall be made to Vendor until the required Bond and/or DPP Program enrollment information have been delivered to Purchaser. If Vendor cannot provide Purchaser with the required Bond, Purchaser may elect, without waiving the right to insist upon a Bond at any time, to permit Vendor to proceed without a Bond. If Purchaser subsequently elects to require a Bond, and Vendor either refuses to or cannot provide a Bond, then Purchaser shall have the right to terminate Vendor's right to proceed under this Purchase Order in accordance with Article 15 and to pursue any and all other remedies available to Purchaser.

ARTICLE 10 – INDEMNITY

In exchange for ten dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Purchase Order, Vendor agrees to defend (with counsel reasonably satisfactory to Purchaser), indemnify, and hold harmless Purchaser, Owner, and any individual(s) or entity(s) required to be indemnified in the contract between Owner and Purchaser, and their parents, subsidiaries, affiliates, officers, directors, agents, and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees) attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), to the extent caused by, arising out of, or resulting from: (a) any defect or alleged defect in the Materials; or (b) any act or omission of Vendor or its subcontractors, suppliers, or any other parties of any tier under its control in the performance of Vendor's obligations under this Purchase Order. Vendor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any workers' compensation act, disability act, or other employee benefit act.

ARTICLE 11 – INSURANCE

11.1 Vendor shall provide and pay for insurance coverages not less than those specified in Schedule D attached hereto. The limits and types of insurance required by this Purchase Order are the minimums required and shall not relieve, reduce, or limit the liability of Vendor. Such insurance shall remain in effect for a minimum of three (3) years after completion of the Project. The insurance provided shall not exclude residential work, and such exclusion shall be considered a material breach of this Purchase Order.

11.2 Vendor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Purchaser, from each insurance company providing coverage to Vendor within ten (10) days of execution of this Purchase Order, immediately after any renewal of coverage, and at any time reasonably requested by Purchaser. The certificate shall show the required insurance to be in force and shall state that the insurance will not be canceled, non-renewed, or materially changed except after providing at least thirty (30) days actual, written notice to Purchaser or longer if required by the Contract Documents. If Vendor fails to furnish the certificate required by this Article, Purchaser shall be entitled to withhold payment in accordance with Article 5.3. Purchaser shall have the right, but not the obligation, to review all of Vendor's insurance policies applicable to the Project. Any insurance company providing any of Vendor's insurance, except insurance for professional liability, shall be lawfully authorized to transact the business of insurance in the state where the Project is located and shall have and maintain an A.M. Best Rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide. Acceptance by Purchaser of delivery of any certificates of insurance does not constitute approval or agreement by Purchaser that the insurance requirements of this Purchase Order have been met, and failure of Purchaser to identify a deficiency from evidence provided will not be construed as a waiver of Vendor's obligation to maintain such insurance.

11.3 With respect to the insurance required to be furnished by this Purchase Order, Vendor and its insurer(s) hereby waive all rights of subrogation against Purchaser, Owner, and their parents, subsidiaries, affiliates, officers, directors, agents, and employees, and any other entity(s) or person(s) required by the contract between Purchaser and Owner.

11.4 In the event that any damage or loss to the Project can be attributed to the acts or omissions of Vendor and is covered by any Builder's Risk or similar property insurance policy provided by Purchaser or Owner, Vendor agrees to pay the applicable deductible.

11.5 Vendor shall cause Purchaser, Owner, and their parents, subsidiaries, affiliates, officers, directors, agents, and employees, and any other entity(s) or person(s) required by the contract between Purchaser and Owner, to be named as additional insureds under the policies required by this Purchase Order, except for any required Professional Liability policy. Vendor and its insurer(s) agree that for liabilities and responsibilities assumed by Vendor under this Purchase Order, such policies shall be primary insurance for Purchaser and any other additional insured(s) and that the insurance maintained by Purchaser and other additional insureds shall be excess and non-contributory. Compliance with this requirement shall be accomplished by endorsement to the policies.

ARTICLE 12 – SAFETY AND COMPLIANCE

12.1 Vendor shall comply, and warrants that the Materials will comply, in all respects with applicable requirements of the Occupational Safety and Health Act of 1970, as amended, and any other applicable health and safety laws and regulations. Vendor shall hold Purchaser, Architect, and Owner harmless from all fines, costs of compliance, and other expenses resulting from any noncompliance.

12.2 Vendor is, and will continue to be, in compliance with all other applicable laws, regulations, and ordinances, including any laws, regulations, and ordinances pertaining to the Materials required by the Contract Documents.

12.3 Vendor has and shall maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under this Purchase Order.

12.4 Vendor shall comply with all export and import laws of all countries involved in the sale or trade of the Materials. Vendor assumes responsibility for shipment of any Materials requiring governmental import clearance.

ARTICLE 13 – LIENS

Provided Purchaser has paid Vendor all undisputed amounts as required by this Purchase Order, Vendor agrees to deliver the Materials to Purchaser free and clear of all liens, claims, security interests, or encumbrances. Vendor shall defend, indemnify, and hold harmless Purchaser, Purchaser's sureties, and Owner from any lien, claims, security interests, encumbrance, or suit in connection with a lien, claim, security interest, or encumbrance filed or maintained by any laborer, materialman, subcontractor, or other person directly or indirectly acting for, through, or under Vendor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Purchaser or from Purchaser to Vendor. Without limiting the foregoing, Vendor shall cause any such lien, security interest, encumbrance, or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of this Purchase Order whether the claim of the party filing the lien is valid or not, and Purchaser shall be indemnified from all losses and costs, including, without limitation, Owner and Purchaser's attorneys' fees incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Vendor.

ARTICLE 14 – PATENTS AND COPYRIGHTS

Vendor guarantees that the use of the Materials by Purchaser or Owner will not infringe any United States or foreign patent, copyright, or other intellectual property right. Vendor shall defend, indemnify, and hold harmless Purchaser and Owner from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent, copyright, or other intellectual property right in connection with the Materials; provided that Vendor shall not be responsible for such infringement if the Materials were custom made to conform with the design set forth in the Contract Documents. Vendor shall pay all royalties, license fees, and similar charges for patented or copyrighted material used in or incorporated into the Materials.

ARTICLE 15 – CANCELLATION AND TERMINATION

15.1 Purchaser, by written notice, may cancel this Purchase Order in whole or in part for Purchaser's convenience. In such event, the total payment Vendor shall be entitled to receive under this Purchase Order shall be the portion of the Price attributable to the Materials delivered to Purchaser prior to cancellation. Vendor shall not be entitled to any compensation or payment in the event of cancellation for Purchaser's convenience other than as specifically provided in this Article.

15.2 If: (a) Vendor files, or has filed against it, a petition for bankruptcy; (b) any action is brought against Vendor that impairs the ability of Vendor to perform its obligations under this Purchase Order; (c) Vendor makes a general assignment for the benefit of creditors; (d) a receiver for Vendor is appointed; (e) Vendor violates any provision of the Contract Documents; or (f) Vendor fails to perform timely any of its obligations under this Purchase Order, Purchaser shall have the right to notify Vendor, in writing, of Vendor's default. If Purchaser determines that Vendor has not cured the default, or taken reasonable steps to cure the default, within five (5) calendar days after Vendor's receipt of such notice, then Purchaser may, at its option, without releasing or waiving any other rights or remedies against Vendor and Vendor's sureties, and without prejudice to any other right it may be entitled to under this Purchase Order or by law, terminate this Purchase Order by written notice. After such termination and without further notice, Purchaser may enter upon and take possession of the Materials located at the facilities of Vendor, or the facilities of Vendor's subcontractors or suppliers, and that are allocated to or assigned to the Project or that were purchased for the Project. In the event of such termination by Purchaser, Vendor shall not be entitled to any further payment or compensation except as provided in this Article. In the event the unpaid balance of the Price, after deduction of all claims that Purchaser may have against Vendor, exceeds the total cost of procuring the Materials (including, without limitation, Purchaser's reasonable overhead and profit, the cost of Architect's additional services, costs due to escalation in the price of Materials, attorneys' fees and other legal costs, and all other costs and charges related to the termination or the procurement of the Materials), such excess shall be paid to Vendor upon satisfaction of the conditions for final payment. In the event the total cost of procuring the Materials exceeds the unpaid balance of the Price, Vendor and its sureties shall be liable to and shall promptly pay such difference to Purchaser.

ARTICLE 16 – CLAIMS AND DISPUTES

16.1 In the event of any dispute between Purchaser and Vendor in any way relating to or arising from any act or omission of Owner or Architect or in any way involving the Contract Documents, Vendor agrees to be bound to Purchaser to the same extent Purchaser is bound to Owner by the terms of the Contract Documents, and agrees to be bound by any and all preliminary and final decisions or determinations made thereunder by the party, board, or court so authorized in the Contract Documents or by law, whether or not Vendor is a party to such proceedings. In case of such a dispute, Vendor will comply with all provisions of the Contract Documents, allowing a reasonable time for Purchaser to analyze and forward to the Owner any required communications or documentation. Purchaser agrees to make a good faith effort to have Owner honor any just claim presented by Vendor. Vendor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, its attorneys' fees. It shall be Vendor's obligation to give Purchaser adequate notice to ensure Purchaser can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Purchase Order dealing with payment, Change Orders, and notice requirements, Vendor understands and agrees that Vendor waives all right to, and has no right to, payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after delivery of the Materials. Except as provided in Article 16.3, Vendor agrees to be bound by any decision or determination made in accordance with the terms contained in the Contract Documents.

16.2 If an appeal or legal proceeding is specifically permitted by the Contract Documents, and if requested in writing by Vendor, Purchaser will, in its name and on Vendor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against Owner based on any just claim by Vendor involving the Materials. In such event, Vendor shall pay all costs and expenses attributable thereto and shall render all assistance requested by Purchaser. If claims on behalf of other subcontractors or vendors are involved in such an appeal or legal proceeding, Vendor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims) of the costs and expenses. Vendor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to its proportionate share of any actual net recovery from Owner, less Purchaser's overhead and profit.

16.3 Except as provided in Article 16.5, any disputes between Purchaser and Vendor not resolved under Articles 16.1 and 16.2, including any disputes in which Vendor has a claim against another subcontractor or vendor, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said rules. Purchaser and Vendor acknowledge that this Purchase Order evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C. §§ 1, et seq. The place of arbitration shall be the location of the Project, unless Purchaser and Vendor agree to have the arbitration in another locale. Vendor shall not stop, hinder, or delay delivery of the Materials in any way during the pendency of arbitration. Upon its request, Purchaser shall be entitled to consolidation or joinder of any arbitration involving Vendor with related arbitrations involving other parties. In the event Vendor has a claim against another subcontractor or vendor subject to this Article 16.3, Vendor shall be responsible for all expenses associated with pursuing such a claim, including any expenses (including attorneys' fees and costs) incurred by Purchaser, which Purchaser shall be entitled to deduct from any recovery by Vendor. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction. If Purchaser notifies Vendor that Purchaser contends that any arbitration (or lawsuit against Purchaser's payment bond surety under the federal Miller Act or similar state laws) involves a controversy within the scope of Articles 16.1, 16.2, or 16.5, the disputes process shall be stayed until the procedures or proceedings under Articles 16.1, 16.2, or 16.5 are completed. Purchaser's sureties shall be entitled to the stay of any such arbitration or lawsuit, whether or not such right is expressly provided in any Bond.

16.4 In the event of any dispute subject to arbitration under Article 16.3, Purchaser and Vendor mutually and voluntarily agree to the following limits on discovery. Each party shall have the right to take no more than two (2) depositions of potential witnesses, each of which shall be limited to one (1) eight-hour business day, and each party shall have the right to serve no more than one (1) set of interrogatories, neither of which

shall include more than five (5) interrogatories, which shall not include subsets or be subdivided into parts, and one set of requests for production of documents, which shall contain no more than five (5) document requests, which shall not include subsets nor be subdivided into parts. For all claims less than one million dollars (\$1 million), the parties agree that no electronic discovery, or discovery involving electronically stored information (“ESI”), shall be conducted. For claims over one million dollars (\$1 million), any electronic or ESI discovery conducted shall be paid for by the requesting party. These limits may be extended or modified only by mutual agreement of the parties. All such discovery must be completed within ninety (90) days following the selection of the arbitrator or arbitrators, unless this period of time is extended by the arbitrator for good cause or by mutual agreement of the parties.

16.5 Regardless of the agreement to arbitrate set forth in Article 16.3, Vendor agrees that, upon Purchaser’s request, Vendor will consent to becoming a party to any legal proceeding involving the Project and the Materials and to the jurisdiction of any court or other forum in which the proceeding is pending. Vendor acknowledges that this provision is intended to permit Purchaser to cause Vendor to be a third-party defendant to claims by Owner, other subcontractors, or third parties against Purchaser.

16.6 Pending final resolution of any claim in any proceeding, Vendor shall proceed diligently with delivery of the Materials, and Purchaser shall continue to make payments of undisputed amounts owed in accordance with the terms of this Purchase Order.

16.7 In the event the arbitration language set forth in Article 16.3 is declared to be unconscionable or otherwise invalid, then Purchaser and Vendor, to the fullest extent permitted by law, hereby waive any right to a trial by jury on any dispute not resolved by arbitration or otherwise. Purchaser and Vendor agree that either of them may file a copy of this Purchase Order with any court as written evidence of the knowing, voluntary, and bargained agreement between Purchaser and Vendor to irrevocably waive a trial by jury, and that any dispute or controversy whatsoever between them that is not resolved by arbitration shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury. Purchaser and Vendor specifically acknowledge that their execution of this waiver of jury trial is a material inducement for entering into this Purchase Order.

16.8 Vendor shall commence all claims and causes of action, whether in contract, tort, breach of warranty, or otherwise, and whether in arbitration or in litigation, against Purchaser arising out of or related to this Purchase Order in any case not more than one (1) year after the date of delivery of the Materials. Vendor hereby waives all claims and causes of action not commenced in accordance with this Article 16.8.

ARTICLE 17 – CONFIDENTIALITY

17.1 Vendor shall not disclose any information, material, document, photograph, video, or any other information related to the Project, whether received verbally or in writing, and whether received prior or subsequent to the signing of this Purchase Order, that has been designated as confidential, proprietary, or a trade secret, or that Vendor should reasonably have known was confidential, proprietary, or a trade secret.

17.2 Vendor, its employees, subcontractors, suppliers, and any other parties of any tier over whom Vendor has control, shall not disclose any material relating to, arising from, or otherwise identifying the Project, or any of their work related to the Project, using any form of Social Media without first obtaining written authorization from Purchaser. For purposes of this Article, “Social Media” includes all means of communicating or posting information or content of any sort on any communications service or network, including, but not limited to, the Internet, television, radio, and print media. This includes, but is not limited to, communicating in or posting information or content to Vendor’s own or some other party’s web blog, online journal or diary, website, social network, dating or affinity website, wiki, forum, chat room, or any other form of communication, such as newspaper, television, radio, or magazine interviews or letters to the editor. In the event Owner has additional or different requirements regarding Social Media, such requirements shall be set forth in Schedule A and shall supersede those requirements contained in this Article.

17.3 Vendor shall advise its employees, subcontractors, suppliers, and any other parties of any tier over whom Vendor has control of the requirements set forth in this Article and shall include an identical provision in all agreements between said parties pertaining to the Project.

17.4 Vendor agrees that Purchaser shall be entitled to injunctive relief to prevent or restrain any breach, or any threatened or continued breach, of this Article.

ARTICLE 18 – MISCELLANEOUS

18.1 Purchaser and Vendor each represent and warrant that: (a) the persons executing this Purchase Order are duly authorized to do so; (b) such execution binds the party for which they have executed it without further consent; (c) it has the full right, power, and authority to execute this Purchase Order and perform all terms of it; and (d) there are no pending judicial, administrative, or other proceedings that would preclude entry into this Purchase Order.

18.2 This Purchase Order, together with the attached schedules, constitutes the entire agreement between Purchaser and Vendor. All negotiations, understandings, agreements, representations, warranties, and communications, both written and oral, prior to the Contract Date are superseded by the terms of this Purchase Order. This Purchase Order expressly limits Vendor’s acceptance to the terms of this Purchase Order. The terms of this Purchase Order shall prevail over any terms or conditions contained in any other documentation submitted before or after the Contract Date and expressly exclude any of Vendor’s bids, proposals, acknowledgements, credit applications, delivery tickets, general terms and conditions of sale, or any other terms and conditions issued by Vendor in connection with this Purchase Order. Shipment by Vendor constitutes the formal acceptance of all the terms and conditions of this Purchase Order. The Contract Documents are hereby incorporated and made a part hereof insofar as they apply to the Materials.

18.3 No changes, modifications, or amendments of any of the terms and conditions of this Purchase Order or the Contract Documents shall be valid unless agreed to by the parties on Purchaser’s form in writing and signed by their authorized representatives.

18.4 Governing Law. The validity, interpretation, and performance of this Purchase Order shall be governed by the law of the state where the Project is located, without giving effect to any choice or conflict of law provision, unless any provision or requirement of the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs, or determines certain duties, responsibilities, or obligations of a party hereto, or any aspect or portion of this Purchase Order, then the other state’s law or federal law shall apply to, control, govern, or determine those certain duties, responsibilities, or obligations of that party or that aspect or portion of this Purchase Order.

18.5 Vendor shall not assign or transfer its rights, or delegate or sublet its performance obligations in whole or in part under this Purchase Order without the prior written consent of Purchaser. Any attempted assignment or delegation without prior written consent of Purchaser shall be void and shall constitute a material breach of this Purchase Order. No assignment or delegation shall relieve Vendor of its obligations hereunder.

18.6 No waiver by either party of any of the provisions of this Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. The failure by either party at any time to enforce or to require strict compliance with any provision of this

Purchase Order shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way either party's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

18.7 If any provision or requirement of this Purchase Order is declared or found to be invalid, illegal, or unenforceable, the balance of this Purchase Order shall be interpreted and enforced as if the invalid, illegal, or unenforceable provision or requirement was never a part hereof.

18.8 Headings are for the convenience of the reader and are not a substantive part of this Purchase Order.

18.9 The remedies provided herein are cumulative and in addition to other remedies available at law or equity.

18.10 Notices. Any notice required to be given to Vendor may be accomplished by: (a) mailing or delivering written notice to the street or post office address and to the attention of the individual listed for the Vendor on page one (1) of this Purchase Order; or (b) sending notice through electronic mail with a delivery receipt to the address listed for the Vendor on page one (1) of this Purchase Order. Any notice required to be given to Purchaser may be accomplished by: (a) mailing or delivering written notice to the project manager who executed this Purchase Order at the address listed for Purchaser on page one (1) of this Purchase Order; or (b) sending notice through electronic mail with a delivery receipt to the project manager who executed this Purchase Order.

18.11 The relationship between the parties is that of independent contractors. Nothing contained in this Purchase Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Purchase Order.

18.12 Survival. Provisions of this Purchase Order that by their nature should apply beyond their terms will remain in force after termination or completion of this Purchase Order, including, but not limited to, provisions related to warranty, indemnity, insurance, compliance, and claims and disputes.

IN WITNESS WHEREOF, Purchaser and Vendor have executed this Purchase Order as of the Contract Date.

BRASFIELD & GORRIE, L.L.C.

(Contractor)

(Vendor)

By:

By:

Print:

Print:

Title:

Title:

Project Name: _____ Purchase Order No.: _____
Vendor: _____

SCHEDULE A MATERIALS

A.1 In strict accordance with the Purchase Order and Contract Documents, Vendor agrees to provide the following materials at the prices listed:

A.2 The total price to be paid by Purchaser to Vendor shall be as follows:

SUBTOTAL OF MATERIALS _____

TAXES _____

_____ Days Service at _____
_____ Service Trips at _____

FREIGHT / OTHER CHARGES (included if none indicated) _____

TOTAL PRICE: _____

Project Name: _____ Purchase Order No.: _____
Vendor: _____

SCHEDULE B
CONTRACT DOCUMENTS

EXAMPLE

Project Name: _____
Vendor: _____

Purchase Order No.: _____

**SCHEDULE C
TAX EXEMPTION CERTIFICATE**

EXAMPLE

SCHEDULE D REQUIRED INSURANCE COVERAGE

These insurance requirements are attached as part of the Purchase Order. In the event of a conflict between any of the following insurance requirements and any other provision in this Purchase Order, these requirements shall control, amend, and supplement the conflicting provision. The following insurance shall be maintained by Vendor with coverage and limits of not less than those set forth below at all times during the term of this Purchase Order and thereafter as required.

1.0	<u>Commercial General Liability.</u> Vendor is to maintain Commercial General Liability (“CGL”) insurance meeting at least the following specifications:		
	Minimum Limits	Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
		Personal Injury	\$1,000,000 Each Occurrence
		General Aggregate	\$2,000,000
		Products/Completed Operations Aggregate	\$2,000,000
	Scope	The CGL insurance shall include: (a) products/completed operations and liabilities from any work subcontracted to others; (b) broad form contractual liability insuring the indemnity contained herein; and (c) broad form property damage with no exclusions for explosion, collapse, and underground property damage.	
	Form	ISO Form CG 00 01 or equivalent.	
2.0	<u>Automobile Liability.</u> Vendor is to maintain Automobile Liability insurance meeting at least the following specifications:		
	Minimum Limits	Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
	Scope	The Automobile Liability insurance shall include all owned, hired/leased, and non-owned automobiles.	
3.0	<u>Umbrella/Excess Liability.</u> Vendor is to maintain Umbrella/Excess Liability insurance meeting at least the following specifications:		
	Minimum Limits	Bodily Injury and Property Damage	\$1,000,000 Each Occurrence and Policy Aggregate
4.0	<u>Worker’s Compensation.</u> Vendor is to maintain Workers’ Compensation insurance meeting at least the following specifications:		
	Minimum Limits	Statutory Benefits (applicable by state)	
5.0	<u>Employer’s Liability.</u> Vendor is to maintain Employer’s Liability insurance meeting at least the following specifications:		
	Minimum Limits	Per Accident	\$500,000
		Disease (Policy Limit)	\$500,000
		Each Disease	\$500,000
6.0	<u>Professional Liability.</u> Vendor is to maintain Professional Liability insurance meeting at least the following specifications if Vendor has manufactured or altered the Materials being provided.		
	Minimum Limits	Each Occurrence	\$1,000,000
		Policy Aggregate	\$1,000,000

Company Safety Program Manual

The goal of the Safety Program Manual is to educate and train employees on potential workplace hazards in order to eliminate work-related fatalities and reduce the number and severity of work-related injuries and illnesses.

Brasfield & Gorrie requires every Subcontractor to provide their Company Safety Program Manual. If the Subcontractor does not have one, then a Safety Program Manual should be developed following the guidelines below. Once the Safety Program Manual is approved you will not need to resubmit on any Brasfield & Gorrie job for two years.

OSHA states:

“An effective Safety Program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions.”

The following should be included in a Safety Program Manual:

- Identification – What are our exposures (e.g. Fall hazards, excavation/ trenching, electrical, infection control)?
- Evaluation – How do these exposures affect means and methods (e.g. Lifts, shoring/trench boxes, lockout/tagout, negative pressure)?
- Prevention or Control – How will we address these exposures to complete work in a timely manner (e.g. Certified training, engineered shoring design, administrative controls)?

Major elements of a Safety Program Manual should include:

- Management Commitment and Employee Involvement
- General Worksite Analysis
- Hazard Prevention and Controls
- Safety and Health Training
- Evaluation of Program Effectiveness

The following topics are commonly addressed items in a Safety Program Manual; however, other items may need to be included depending on the trade. Please address the items that pertain to your company:

- Safety Responsibility
- Safety Rules
- Safety Policy
- Substance Abuse Policy
- Orientation/Training
- Emergency Response
- Safety Meetings
- First Aid
- Accident Investigation
- OSHA 300 Log

- Housekeeping
- Hazard Communications
- Hearing Conservation
- Fire Prevention
- Confined Spaces Program
- Signs and Barricades
- Tool Safety
- Electrical Safety
- Scaffolding/Platforms
- Aerial Lifts
- Fall Protection
- Cranes
- Rigging
- Powered Industrial Trucks
- Material Storage
- Stairways and Ladders
- Excavation and Trenching
- Respirator Program
 - This will apply to Contractors and Subcontractors who use the filtering facepiece respirator (FFR, also known as a disposable particulate respirator or dust mask) to the self-contained breathing apparatus (SCBS) worn by firefighters.
 - Typical Contractors may include but are not limited to masonry, hardscape, drywall, painting, flooring, tile, paving, concrete, fireproofing, curb and gutter, foundation and site work, etc.
 - Whenever employees are **required** to wear a respirator, a written respiratory protection program is needed. This applies to all types of respirators, including (FFRs). In some cases, respirator use may be mandated because of overexposure to an air contaminant (including silica) or due to some other regulatory requirement. Additional information regarding this requirement is located at www.osha.gov.
 - In all cases, evaluation of the air/health contaminants must be conducted to ensure that the proper level of respiratory protection is achieved. This is done by conducting representative and regular sampling of the various job tasks within the Contractor's course of business. This can be accomplished through the Contractor's insurance company, third-party consultant or the state/federal OSHA consultation departments. State and federal consultation programs are free of charge to employers.

The Company Safety Program Manual should be e-mailed/uploaded as directed.

Hazard Communication Program

This program has been prepared to comply with the requirements of the federal/state OSHA Standard 1926.59 and to ensure that information necessary for the safe use, handling and storage of hazardous chemicals is made available to employees.

This program includes guidelines on the identification of chemical hazards and the preparation and proper use of containers, labels, placards and other types of warning devices.

A. Chemical Inventory

_____ (your company name), at _____ (jobsite location) maintains an inventory of all known chemicals in use on the worksite. A chemical inventory list is available from _____ (your supervisor).

Hazardous chemicals brought on to the worksite by _____ (your company name), will be included on the hazardous chemical inventory list.

B. Container Labeling

All chemicals on site will be stored in their original or approved containers with the proper label attached. Any container not properly labeled should be given to _____ (your supervisor) for proper handling.

Workers may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical left after work is completed must be returned to the original container or _____ (your supervisor) for proper handling.

No unmarked containers of any size are to be left in the work area unattended.

_____ (your company name) will rely on manufacturer-applied labels whenever possible, and will ensure that these labels are maintained. Containers that are not labeled or on which the manufacturer's label has been removed will be relabeled.

_____ (your company name) will ensure that each container is labeled with the identity of the hazardous chemical contained and all appropriate hazard warnings.

C. Safety Data Sheets

Employees working with a hazardous chemical may request a copy of the Safety Data Sheet (SDS). Requests for SDS should be made to _____ (your supervisor).

A standard chemical reference may also be available on the site to provide an immediate reference for chemical safety information.

An emergency procedure to gain access to SDS information will be established.

D. Employee Training

Employees will be trained to work safely with hazardous chemicals. Employee training will include:

- I. Methods that may be used to detect a release of hazardous chemicals in the workplace.
- II. Physical and health hazards associated with chemicals.
- III. Protective measures to be taken.

IV. Safe work practices, emergency responses, and use of personal protective equipment.

V. Information on the Hazard Communication Program including:

- a. Labeling and warning systems to include
- b. _____ (*your company name*) acknowledges the new GHS (Global Harmonization System) and has provided certification and training to its employees and installers.
- c. An explanation of the Safety Data Sheets.

E. Personal Protective Equipment (PPE)

Required PPE is available from _____ (*your supervisor*). Any employee in violation of the PPE requirements will be subject to disciplinary actions, up to and including discharge.

F. Emergency Response

Any incident of overexposure or spill of a hazardous chemical/substance must be reported to _____ (*your supervisor*) at once.

The foreman, or immediate supervisor, will be responsible for ensuring that proper emergency response actions are taken in leak/spill situations.

G. Hazards of Non-Routine Tasks

Supervisors will inform employees of any special tasks that may involve possible exposure to hazardous chemicals.

Review of safe work procedures and use of required PPE will be conducted prior to the start of such tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

H. Other Employees

Other on-site employers are required to adhere to the provisions of the Hazard Communication Program.

Information on hazardous chemicals known to be present will be exchanged with other employers. Employers will be responsible for providing necessary information to their employees.

Other on-site employers will be provided with a copy of _____ (*your company name*) Hazard Communication Program.

I. Posting

_____ (*your company name*) has posted information for employees at this jobsite on the Hazard Communication Program. This information is located at the jobsite office or trailer.

CHEMICAL LIST

A fillable Subcontractor Workplace Chemical List is attached on the next page. This form must include all chemicals that will be on the jobsite for this project. SDS should be provided for each item. This form should be completed and e-mailed/uploaded as directed.

SAFETY DATA SHEETS (SDS)

A SDS should be provided for each item on the Subcontractor Workplace Chemical List. The SDS should be dated within 5-years and include all 16 sections. The SDS should be e-mailed/uploaded as directed.

Subcontractor JSSP Guidelines

Prior to beginning work on the project, the Subcontractor must submit a **DETAILED JOB-SPECIFIC SAFETY PLAN (JSSP)** to Brasfield & Gorrie. The JSSP must be specific, addressing all hazards that are expected or may be encountered while performing the contracted work. The JSSP is a dynamic document that must be kept current as a part of the project and be available to everyone involved in the work who must understand and comply with its requirements. The plan must be discussed with all involved workers (e.g., foremen, laborers, etc.), and each worker must understand and comply with the requirements in the plan. The JSSP should be reviewed frequently and updated when the scope of work changes or other factors necessitate a change. The JSSP should be compatible with the Company Safety Program and Brasfield & Gorrie’s Subcontractor safety requirements. This JSSP is in addition to the Respiratory Program, Hazard Communication Program, and any other safety- or health-related material that is submitted as required by the Subcontractor’s contract.

The JSSP must include all the sections in this table and should be organized in the order of the outline presented here. For any sections not included in your scope of work, put N/A in the section.	
<u>Sections</u>	<u>Instructions</u>
Cover Page	Name of contractor, address, contact information, contractor project manager, contractor superintendent, contractor foreman, etc.
1. Type of Work	Include a detailed scope of work . Include anticipated start date, end date, project name and location. Specifically address the scope of work as it relates to OSHA and Brasfield & Gorrie safety requirements.
2. Competent Person and Alternative <i>*This must be provided or the document will be rejected.</i>	Name a competent person and an alternative who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
3. Tiered Subcontractors	Will your company be utilizing subcontractors to fulfill scope requirements? If so, you and your subcontractors should jointly perform a hazard assessment of this work site and ensure that all tiered subcontractors are familiar with your job-specific hazard assessment. Define in writing the detailed scope of work the subcontractors will be performing. Notify Brasfield & Gorrie when subcontractors are on site. Conduct new project orientation and appropriate (or applicable) safety training for these subcontractors to addresses hazards to which they may be exposed on this project.
4. Temporary Labor	Please describe the work to be performed by temporary labor. It is the responsibility of the subcontractor to ensure these employees have received proper training and instruction. All persons entering a Brasfield & Gorrie jobsite will go through the site orientation.
5. Masonry/Concrete	Include details about the type of work you are performing. Specifically address issues concerning chemical use, specific PPE to be used for this process, etc. Are you working on hydro-mobile scaffolds?
6. PPE	Include general requirements such as the use of hard hats, safety glasses, and reflective vests. List all tasks to be performed and the corresponding safety equipment to be used, e.g.: Employees using the oxygen acetylene torches will be issued cutting goggles and a fire extinguisher. Face shields will be required for spark-producing tools such as grinders, cutoff saws, etc. Other PPE, including but not limited to work gloves, hearing protection, face protection, and respiratory protection, will be worn when activities require. All employees will wear high-visibility apparel at all times. 100% hard hat, safety glasses, sturdy work boots, 4-inch sleeves, high-visibility apparel required. Gloves will be used where applicable and after risk assessment.

<p>7. Respiratory Protection</p>	<p>Some employees may be required to wear disposable respirators throughout the course of the project due to certain activities that expose them to airborne containments.</p> <p>Include medical evaluations, fit testing, and training for employees required to wear a respirator. Describe the type of respirator to be used.</p> <p>For employees that are exposed to Silica- a Site Specific Silica Exposure Control Plan must be completed.</p>
<p>8. Trenching/Excavations:</p>	<p>All soil is considered Class C unless identified otherwise by a registered geotechnical engineer and documented by a written report that is turned in to Brasfield & Gorrie management. If applicable, describe protective systems that will be used to protect employees from cave-ins. Include access and egress, protection against water accumulation, surface encumbrances, and barricades to prevent exposure to other trades. Tabulated data sheets must be turned in prior to using trench shields or shoring. Include confined space provisions if the site could present hazards of this nature. Trenches and excavations must be inspected prior to employees entering, during the course of the day, and after changing conditions or other hazardous conditions. Documented daily inspections must be turned in to Brasfield & Gorrie management.</p>
<p>9. Electrical/Hand and Power Tools</p>	<p>Include hand and power tools to be used, power sources to be used, extension cords to be used, power and hand tool inspections, the use of GFCIs, the use of manufacturer's guards, etc.</p>
<p>10. Ladders</p>	<p>Include inspections, using the ladder per manufacturer's recommendations, use and installation of access ladders, training for employees using ladders, etc. All ladders will be a Type 1A (300 lb) or better duty rating and fiberglass construction.</p>
<p>11. Fire Protection/Prevention</p>	<p>List any hot work that will be conducted. Include equipment to be used. Hot work requires that a fire extinguisher be immediately available. Any temporary fuel storage of greater than 5 gallons requires that a fire extinguisher be easily accessible between 25 feet and 75 feet of the fuel storage.</p>
<p>12. Fuel Storage</p>	<p>Include the use of proper cans, restrictions on smoking, labeling, fire extinguishers, etc.</p>
<p>13. Storage/Use of Compressed Gas</p>	<p>Include specifics on inspection of gauges and tanks, storing of oxygen and acetylene, closing valves after cutting, storing cylinders upright, etc.</p>
<p>14. Heavy Equipment/Fork Lifts/Material Handling Equipment</p>	<p>Include training for operators, inspections, working under overhead loads, following manufacturer's recommendations, use of rigging and forklift attachments, use of engineered man baskets, warning devices, etc.</p> <p>Note: Free Rigging is not permitted.</p>
<p>15. Scaffolding</p>	<p>Include erecting and dismantling by trained employees under the supervision of a competent person, type of scaffold to be used, daily and documented inspections by a competent person, use of fall protection over 6 feet, handrails, access, locking of castors or wheels, etc.</p>
<p>16. Housekeeping</p>	<p>Include procedures on how each work area will be constantly inspected for trash and debris, including that employees are required to pick up all trash, debris, tools, cords, material and equipment, etc., not in use. Spilled liquids and other materials will be immediately cleaned up or barricaded off to avoid contact.</p>
<p>17. Fall Protection</p>	<p>The fall protection section of 29 CFR Part 1926, Subpart R, is not recognized; controlled decking zones are not permitted; Brasfield & Gorrie's 6-foot fall protection standard applies to all trades. Include specifics on where fall protection will be needed and what type of system will be used. Only a POSITIVE means of protection will be accepted. Safety</p>

	monitors are strictly prohibited. Include details on fall hazard training for employees using fall protection, inspection of fall protection equipment, and installation of fall protection systems under the supervision of a competent person.
18. Boom Lifts/Scissor Lifts	Include the use of scissor lifts/boom lifts on the job. Will the lift be used for access? Ensure that employees are tied off when operating lifts. Employees that operate lifts must be trained and keep documentation of training with them.
19. NFPA 70E/Permanent Power/Lockout and Tagout	Describe lockout/tagout procedures. List protective measures for employees performing troubleshooting or working on live electrical equipment. Include training, PPE, means to restrict unqualified personnel, and flash/shock protection boundaries.
20. Cranes	Specify the type of crane to be used during steel erection; crane setup; crane path; use of suspended personnel platforms; two blocking; etc. Annual inspection certificates must be kept on the crane, and Brasfield & Gorrie must receive a copy. Operator must inspect the crane before each shift, and periodic inspections must be documented. Swing radius must be barricaded. If using an all-terrain crane, outriggers must be blocked or cribbed adequately. Critical lifts must be identified in the JSSP, and all critical lifts require that the proper documentation is completed. NCCO or other qualification required. Will need to include a completed crane operator evaluation to meet OSHA's updated crane standard.
21. Qualified Rigger/Rigging	Employees performing rigging operations will be trained, and the weight of the load to be picked shall be identified prior to hoisting. The qualified rigger shall be able to identify, inspect and apply the appropriate rigging. Identify all rigging to be used and specify that rigging will be tagged and inspected prior to each shift and daily while in use. Indicate if the job requires documentation of rigging inspections. Specify that safety latches will not be deactivated, tag lines will be used, etc.
22. Confined Spaces	Identify the hazards that could be encountered and associated with opening, entering, and performing work within confined spaces are capable of causing bodily injury, illness, and death to workers. Provide information about competent persons, testing procedures, permitting, etc.
23. Traffic Control	If lane closures, blockages, or shoulder work must take place, a traffic control plan must be utilized that complies with the MUTCD. List all training for flagmen and traffic control supervisors.

Additional information required if applicable:

Additional training documentation for operators, etc.	Fall Protection Plan
AHA/JSA/JHA template to be used	Training documentation for competent persons
Confined Space Entry Plans	Traffic Control Plan per state requirements
Crane Inspection (third-party annual required)	Utility Location Plan
Electrical LOTO Procedure Document	Site Specific Silica Exposure Control Plan
Crane Operator Evaluation	

Company Info

<input type="text"/>		<input type="text"/>
Name		Phone Number
<input type="text"/>		
Office Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip

Jobsite Info

<input type="text"/>	<input type="text"/>	
Project Name	Estimated Peak Personnel Volume	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Contract Value	Estimated Start Date	Estimated End Date

Personnel Contact Information

<input type="text"/>	<input type="text"/>	<input type="text"/>
JSSP Preparer Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Project Manager Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Superintendent Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Second Supervisor Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Safety Manager Name	Phone Number	Email

Occupational Health Clinic Information

<input type="text"/>	<input type="text"/>	
Name of Clinic	Phone Number	
<input type="text"/>		
Clinic Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip
<input type="text"/>		
Directions to Clinic		

**See Guidelines on Finishing this Section*

Please address your Prevention for each of the listed Hazards. In order to avoid having the document rejected, returned for correction, (which could cause delayed mobilization and/or payments) please make sure:

- **You fill out and submit this form electronically (do NOT print and scan)**
- **NO sections are left blank.**
- **You provide a response of sufficient detail in each section**
- **If a section is not applicable, please type N/A and briefly explain why it is not applicable to your work.**
- **Simply referring to your corporate manual sections will NOT suffice.**

<u>Work Elements</u>	<u>Yes</u>	<u>No</u>	<u>Explain how these apply to you</u>
1. Scope of Work			
2. Name Competent Person and Alternative. <i>*This must be provided or the document will be rejected.</i>			
3. Tiered Subcontractors to be used (describe work to be performed)	<input type="checkbox"/>	<input type="checkbox"/>	
4. Temporary Labor to be used (name of company and scope of work to be identified)	<input type="checkbox"/>	<input type="checkbox"/>	
5. Masonry/Concrete	<input type="checkbox"/>	<input type="checkbox"/>	
6. PPE	<input type="checkbox"/>	<input type="checkbox"/>	
7. Respiratory Protection	<input type="checkbox"/>	<input type="checkbox"/>	
8. Trenching/Excavations	<input type="checkbox"/>	<input type="checkbox"/>	
9. Electrical/Hand and Power Tools	<input type="checkbox"/>	<input type="checkbox"/>	
10. Ladders	<input type="checkbox"/>	<input type="checkbox"/>	
11. Fire Protection/Prevention	<input type="checkbox"/>	<input type="checkbox"/>	
12. Fuel Storage	<input type="checkbox"/>	<input type="checkbox"/>	
13. Storage/Use of Compressed Gas	<input type="checkbox"/>	<input type="checkbox"/>	
14. Forklifts/Material Handling Equipment	<input type="checkbox"/>	<input type="checkbox"/>	

15. Scaffolding	<input type="checkbox"/>	<input type="checkbox"/>	
16. Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	
17. Fall Protection	<input type="checkbox"/>	<input type="checkbox"/>	
18. Boom Lifts/Scissor Lifts	<input type="checkbox"/>	<input type="checkbox"/>	
19. NFPA 70E/Permanent Power/LOTO	<input type="checkbox"/>	<input type="checkbox"/>	
20. Cranes	<input type="checkbox"/>	<input type="checkbox"/>	
21. Qualified Rigger and Signal Person (documentation required)	<input type="checkbox"/>	<input type="checkbox"/>	
22. Confined Spaces	<input type="checkbox"/>	<input type="checkbox"/>	
23. Traffic Control	<input type="checkbox"/>	<input type="checkbox"/>	

STEEL ERECTION JOBSITE SPECIFIC SAFETY PLAN (JSSP)

COMPANY INFO

<input type="text"/>		<input type="text"/>
Name		Phone Number
<input type="text"/>		
Office Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip

JOBSITE INFO

<input type="text"/>	<input type="text"/>
Project Name	Estimated Peak Personnel Volume
<input type="text"/>	<input type="text"/>
Contract Value	Estimated Start Date
<input type="text"/>	<input type="text"/>
	Estimated End Date

PERSONNEL CONTACT INFORMATION

<input type="text"/>	<input type="text"/>	<input type="text"/>
JSSP Preparer Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Project Manager Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Superintendent Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Second Supervisor Name	Phone Number	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Safety Manager Name	Phone Number	Email

OCCUPATIONAL HEALTH CLINIC INFORMATION

Enter general information about clinic.

Enter directions

Directions to Clinic

**See guidelines on finishing this section.*

HAZARDS AND PREVENTION METHODS

Please address your prevention method for each of the listed Hazards. In order to avoid having the document rejected, returned for correction, (which could cause delayed mobilization and/or payments) please make sure:

- Complete and submit this form electronically. (Do NOT print and scan.)
- Do NOT leave any sections blank.
- Provide a response of sufficient detail in each section.
- If a section is not applicable, please type N/A and briefly explain why it is not applicable to your work.
- Simply referring to your corporate manual sections will NOT suffice.

WORK ELEMENTS	YES	NO	DESCRIPTION OF ACTIVITY
1. Scope of work	<input type="checkbox"/>	<input type="checkbox"/>	
2. Name Competent Person and alternative. Must be provided or the document will be rejected.	<input type="checkbox"/>	<input type="checkbox"/>	
3. Tiered Subcontractors to be used? (Describe work to be performed.)	<input type="checkbox"/>	<input type="checkbox"/>	
4. Temporary Labor to be used? (Include Name of company and identify scope of work.)	<input type="checkbox"/>	<input type="checkbox"/>	
5. Material deliveries	<input type="checkbox"/>	<input type="checkbox"/>	
6. Material staging and storage	<input type="checkbox"/>	<input type="checkbox"/>	
7. Coordination with other trades and construction activities	<input type="checkbox"/>	<input type="checkbox"/>	
8. Crane selection and placement (include erection of crawler cranes)	<input type="checkbox"/>	<input type="checkbox"/>	
Description of crane selection and placement procedures.	<input type="checkbox"/>	<input type="checkbox"/>	
• Any site preparation needed?	<input type="checkbox"/>	<input type="checkbox"/>	
• Path for overhead loads	<input type="checkbox"/>	<input type="checkbox"/>	
• Critical lifts? Include rigging supplies and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	
9. Steel Erection activities and procedures. Describe steel	<input type="checkbox"/>	<input type="checkbox"/>	

WORK ELEMENTS	YES	NO	DESCRIPTION OF ACTIVITY
erection activities and procedures including the following below.			
<ul style="list-style-type: none"> Stability considerations requiring temporary bracing and guying 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Erection bridging terminus point 	<input type="checkbox"/>	<input type="checkbox"/>	Shall be established before bridging is installed.
<ul style="list-style-type: none"> Anchor rod/bolt notifications regarding repair, replacement, modification 	<input type="checkbox"/>	<input type="checkbox"/>	Prior to erection of a column, Brasfield & Gorrie to provide written notification to Steel Erector if there has been any repair, replacement, or modification to anchor bolts.
<ul style="list-style-type: none"> Connections on columns and beams (including joists and purlins) 	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> All columns anchored by a minimum of 4 anchor bolts. Competent person to determine whether guying or bracing is needed. During final placing of solid web structural members, the load must not be released from hoisting line until the members are secured with at least two bolts per connection of same size and strength as shown in erection drawings, drawn up to wrench tight or equivalent, as specified.
<ul style="list-style-type: none"> Connections on diagonal Bracing 	<input type="checkbox"/>	<input type="checkbox"/>	Solid web structural members used as diagonal bracing shall be secured by at least 1 bolt per connection drawn up wrench tight or equivalent.
<ul style="list-style-type: none"> Double connections 	<input type="checkbox"/>	<input type="checkbox"/>	At least 1 bolt with its wrench tight nut must remain connected to the first member unless a support designed shop attached or field attached seat or equivalent connection device is supplied.
<ul style="list-style-type: none"> Field-bolted joists 	<input type="checkbox"/>	<input type="checkbox"/>	
10. Decking	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> Walking upon loose decking or bundles is discouraged 	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> Bundle packaging and strapping not used for hoisting unless specifically designed for that purpose. Loose items placed on top of metal decking to be secured to bundle. Bundles of metal decking landed on framing members so that enough support is provided to

WORK ELEMENTS	YES	NO	DESCRIPTION OF ACTIVITY
			<p>allow bundles to be unbanded without dislodging bundles from supports.</p> <ul style="list-style-type: none"> • Metal decking to be secured against displacement at end of shift or as conditions require.
<ul style="list-style-type: none"> • Roof and floor holes and openings 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Decking gaps around columns 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Ornamental and miscellaneous iron 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Hot Work Process 	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Means for capturing or limiting welding slag at perimeter and/or shaft openings 	<input type="checkbox"/>	<input type="checkbox"/>	
11. Describe fall protection procedures to comply with protection of falls 6 feet or greater.	<input type="checkbox"/>	<input type="checkbox"/>	
<ul style="list-style-type: none"> • Field-made 'rat lines' not permitted without engineered drawing, instructions for installation, and maintained onsite 	<input type="checkbox"/>	<input type="checkbox"/>	Self-retracting lifelines to be used when unable to tie-off overhead. Leading edge self-retracting lifelines with cut protection to be used on leading edges.
<ul style="list-style-type: none"> • Describe how you plan to access upper levels, 	<input type="checkbox"/>	<input type="checkbox"/>	Elevated transfer from aerial lift to decking only allowed per manufacturer instructions.
<ul style="list-style-type: none"> • Describe how you plan to install wire rope guardrail, if applicable. 	<input type="checkbox"/>	<input type="checkbox"/>	Plan for installation, frequency of breaking runs with turnbuckles, wire rope clamps, turnover process to Brasfield & Gorrie, etc.
12. Special procedures required for hazardous non-routine tasks			If you are installing bent plate, please describe your plan for installation.
13. Certification for each employee who has received training for performing steel operations.	<input type="checkbox"/>	<input type="checkbox"/>	Please attach.
14. List all Qualified and Competent persons	<input type="checkbox"/>	<input type="checkbox"/>	

WORK ELEMENTS	YES	NO	DESCRIPTION OF ACTIVITY
<ul style="list-style-type: none"> Please include any forklift or aerial lift information in this section. 	<input type="checkbox"/>	<input type="checkbox"/>	Please attach.
15. Describe procedures utilized in the event of rescue or emergency response,	<input type="checkbox"/>	<input type="checkbox"/>	
16. Multiple lift rigging procedures	<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> Multiple lift rigging assembly must be used. Maximum of 5 members per lift. Only beams and similar structure members lifted. All employees engaged in multiple lift have been trained. No crane permitted to be used for multiple lift where such use is contrary to manufacture's specs and limitations. Total load shall not exceed rated capacity and capacity must be specified in rigging rating char. Multiple lift rigging assembly shall be rigged with members attached at center of gravity and level, rigged from top down, and rigged at least 7 feet apart.

Silica Exposure Control Plan

Project Information and Competent Persons

Project Name: _____ Date: _____
Project number: _____ Location: _____
Competent Person(s): _____

Material (Check all that apply)

- Brick Cement Concrete Concrete Block Drywall Fiber Cement Grout
 Mortar Plaster Sand Joint Compound Soil Other

Activity, Tools and Equipment (Check all that apply. Fans are not an approved control measure.)

- Cutting/Sawing Demolition Jackhammering Drilling/Coring Chipping/Bushing Grinding
 Milling Polishing Mixing/Pouring Sanding Sacking/Patching Earthmoving
 Sweeping/Cleaning up Other

Notes:

Controls

Check all that apply—a fan is not considered an approved control.

- Wet methods Dust collection system
 HEPA vacuum Other

Restricted Access

Indicate how you will restrict access or protect others in the work area from silica exposure?

- Wet methods
 Containment barrier
 Ventilation
 Other

Notes:

Training

Have all employees completed the following training?

- Silica Awareness Training
 Respiratory Protection (RP) Training on P95
 Tools and Controls Training

Annual Review and Update (Date completed and initials)

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Competent Person's Signature(s)

Housekeeping*

How will subcontractors perform clean up? Dry sweeping or compressed air is not allowed.

- Wet Vacuum
 Sweeping compound Other

* when sweeping dust containing silica

Respiratory Protection

Employees are required to wear a P95 or N95 respirator at a minimum when activity is not listed in OSHA Table 1. All other respiratory protection should follow Table 1, as outlined by OSHA.

Have employees been:

- Medically cleared
 Fit tested (annual)
 Offered Silica Voluntary Surveillance

Professional and Pollution Liability – Subcontractor Requirements

The following trades are required to have Professional Liability coverage:

- Any design-build subcontractor or subcontractor with design or engineering responsibilities
- Foundation systems
- Shoring systems
- Formwork and reshoring
- Precast/prestressed concrete
- Structural components or systems for which the design is commonly delegated (steel connections, heavy timber connections, metal-plate connected wood trusses, light gage metal framing and trusses)*
- Metal wall panel systems
- Canopy systems
- Curtain wall
- Audio visual
- Instrumentation and controls
- Alarm monitoring
- Fire protection
- Pre-engineered metal buildings*
- Prefabrication
- Elevators*
- Mechanical
- Electrical
- Plumbing

*Manufacturer's E&O endorsement to the commercial general liability policy is acceptable.

The following trades are required to have Pollution Liability coverage:

- Any subcontractor performing remediation work for hazardous substances (asbestos, mold, silica, etc.) including disposal of hazardous substances
- Any subcontractor with fuel storage tanks and hazardous material tanks
- Any subcontractor whose work requires installing underground utilities
- Asphalt pavers
- Blasting
- Demolition
- Erosion control
- Foundation systems
- Shoring systems
- Site preparation
- Below-grade waterproofing
- Dewatering
- Any subcontractor working off barges or over water
- Mechanical
- Plumbing
- Electrical

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Brasfield & Gorrie, LLC Project Owner Any other party required by the Contract Documents for the project	ANY and ALL work performed for Brasfield & Gorrie, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Brasfield & Gorrie, LLC Project Owner Any other party required by the Contract Documents for the project	ANY and ALL work performed for Brasfield & Gorrie, LLC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Additional Safety Requirements

JANUARY | 2023



OVERVIEW

OUR SAFETY POLICY

Brasfield & Gorrie's highest value is for the safety and well-being of its employees, subcontractor employees, partners and the general public. We recognize our safety responsibility and are committed as a Federal Contractor to complying with OSHA, the Federal Acquisition Regulation (FAR), Unified Facilities Guide (UFGS), U.S. Army Corp of Engineers Safety, Health Requirements Manual EM-385-1-1, and other Federal safety requirements, as appropriate and/or applicable and limited to the Executive Agency with whom the Contract is executed and where work is performed.

IN THIS DOCUMENT

This document provides a summary of additional project safety requirements that are considered "above and beyond" federal, state and local requirements. It includes excerpts from our Safety, Health, and Environmental Management System (SHEMS); thus, the requirements in this document should not be considered all-inclusive.

Brasfield & Gorrie retains discretion to provide additional requirements as determined by the specific job site requirements. Please review this information carefully, as it may impact your budget, work and safety performance on this project.

MEETING BRASFIELD & GORRIE SAFETY REQUIREMENTS

The first step in meeting Brasfield & Gorrie requirements is to provide a site-specific program, in addition to your corporate plan for respiratory protection, hazardous materials programs and log and additional documents. The site-specific program must specifically address your scope of work and a complete hazard assessment with mitigation plans.

REQUIREMENTS

CROSS CULTURAL WORKFORCE MANAGEMENT / LANGUAGE BARRIERS

- Safety training must be conducted in the employee's native language.
- Non-English-speaking employees must be supervised by a foreman/lead person who is fluent in their language or there must be someone assigned to the crew that can translate. This is required at all times.
- No subcontractor crew may work on Brasfield & Gorrie jobsites without a fluent English-speaking supervisor.
- Safety signage must be in both English and Spanish, or any other language(s) represented on the project.

GENERAL SAFETY RULES

- Texting is not allowed during work hours/times. Personal listening devices (radios, iPods, MP3 players, and streaming of music on cell phones) are not allowed.
- Headphones and earbuds are also not allowed. Cell phone use is not allowed where it could be a distraction to the task being performed.

BLASTING

- Blasting mats are required for all blasting activities unless deemed unnecessary by the blasting engineer and approved by the Regional Safety Director and General Superintendent.
- A blasting safety start-up meeting must be conducted with the Brasfield & Gorrie project team prior to the commencement of any blasting activities.
- Notification must be made to all neighboring properties and occupants prior to the start of blasting activities.
- All blasting plans must be reviewed by Brasfield & Gorrie's Engineering Department prior to commencing blasting activities.

CONCRETE AND MASONRY

- All vertical and horizontal rebar, form stakes, stakes for curb and gutter, metal and plastic conduit, and small pipe stub-ups will be protected with caps or other suitable means to provide impalement protection.
- PPE
 - Employees involved in placing and finishing concrete shall wear rubber boots and leather or rubber gloves and avoid prolonged contact with concrete.
 - Employees handling pump hose or vibrator must wear face shield and safety glasses or goggles.
 - Rubber boots shall be worn if the worker must step into fresh concrete. If the worker tucks his pants into the rubber boots, the opening at the top of the boots shall be sealed with duct tape.

- Form removal/stripping (elevated decks)
 - Safety planning must be performed by an experienced supervisor.
 - Only properly trained employees are involved in form stripping.
 - All reasonable means should be used to ensure stripped or falling materials are kept within the building and not allowed to fall to public areas.
 - Prior to stripping, the area below should be barricaded with red danger tape or equivalent not less than 6 feet outside the stripping area. Proper signage posted and spotter on the ground if necessary.
 - Maintain good housekeeping during stripping operations
- **Tilt-up Panels:** Safe plan must be addressed in Site-Specific Safety Plan and include use of Critical Lift Plan/Checklist.
- **Caissons:** When workers must enter caissons, a work plan must be developed and included in site-specific plan. Plan must include:
 - Type of shield
 - Means of access and fall protection
 - Engineered entry device
 - Method of atmospheric monitoring
 - Worker training
 - Rescue plan
 - Respirator protection, ventilation, and illumination

CONFINED SPACE ENTRY

- The Brasfield & Gorrie Confined Space Classification form must be used to help determine if space is non-permit or permit required confined space.
- Air monitoring is required (at least daily) when work is performed in elevator pits.

CRANES

- No crane will be brought onto the project without a current annual inspection done by a qualified third party.
- A trained/qualified signal person is required for all crane signaling operations.
- An audible warning system (whistle or horn) shall be used to notify workers when loads are being hoisted.
- All rigging must be performed by a trained/qualified rigger.
- All crane erectors are required to tether all tools during crane erection and dismantling activities.
- If workers are to utilize a suspended personnel platform, the Brasfield & Gorrie Regional Safety Director must be notified.

- Any lift determined to meet the requirements of a Critical Lift shall require a pre-lift meeting. All parties responsible for planning and executing the lift should be present for this meeting and sign off on the approved lift plan. A Critical Lift is defined as:
 - Tandem lifts involving two or more cranes
 - Value of load exceeds \$50,000
 - Replacement time for damaged load exceeds two months
 - Lifting a load over a publicly occupied building
 - Load weight exceeds 75% of crane's rated capacity
 - Erection of tilt-up panels
 - Lifting of personnel
- All lifts in excess of 90% require a critical lift plan to be submitted to a Regional Safety Director for review. Based on findings, additional reviews may be required.
- Whenever two or more cranes are operating in the same zone that could make contact with each other, a written coordination plan must be developed and communicated to all operators and anyone signaling the cranes. Each crane operator must have a radio (on a dedicated channel) so that they can communicate directly with each other.
- In addition to the written coordination plan, all tower cranes operating in the same zones which could make contact with each other must be equipped with anti-collision systems.
- Tower cranes in urban areas (e.g., near college campuses, high traffic areas, etc.) must have an enclosure to restrict access to the base of the tower crane. These enclosures should be at least 12 feet tall.
- It is recommended that the qualified signal appear distinguishable to the crane operator by using red vests, reflective hard hat tape, or other means.
- When operating near powerlines, an insulator link must be installed on the crane.
- When outriggers are exposed to vehicular or equipment traffic, hard barricades around outriggers to prevent potential collisions.
- All tower crane foundation designs must be reviewed by Brasfield & Gorrie's Engineering Department prior to commencing tower crane erection.

DEMOLITION

- Written demolition plans and jobsite specific safety plans must be developed when performing structural demolition.
- Engineered reviews may be required depending on the scope of the demolition.
- An interim Life Safety Management Plan should be developed by medical staff and project team ensuring life safety codes are met.
- An infectious control plan should be developed with assistance from the medical staff including the following:
 - Susceptible patients
 - Oncology

- Burn therapy
- This plan should include construction activities, routes for material delivery and trash removal, and scheduling for noisy or dusty activities.

ELECTRICAL

- Weekly testing of GFCIs is required by an electrician with documentation provided.
- All temporary power panels must be locked.
- All flexible cords, including those for temporary power and lighting will only be permitted to contain splices inside of a junction box.
- NM and Romex wires installed for temporary power will be sleeved (smurf pipe conduit) until they are 8 feet from floor.
- NM or Romex is not allowed to be used to create temporary light strands. Only the drop to the panel may be NM or Romex, granted that it is protected by rigid conduit, flex conduit, etc.
- Pin and socket type lights are prohibited.
- No work or testing will be performed on any energized electrical circuit, buss bars, equipment, or panels unless an approved written work plan is developed in accordance with Chapter 1 of NFPA 70E and submitted to Project Safety Team for review prior to performance of work.
- All temporary electrical panels and receptacles exposed to weather/water (inside and outside of building) shall have weatherproof covers, enclosures, and listed for outdoor use.
- Extension cords must be a minimum of 14 gauge (12 gauge recommended).
- Only Type “O” lamps are allowed for metal halide fixtures.
- **600 Volts or Less**
 - Provide lockable doors.
 - Keep door or electrical equipment locked.
 - NFPA 70 – 110.26 (F) **Locked Electrical Equipment Rooms or Enclosures**. Electrical equipment rooms and enclosures housing electrical equipment can be controlled by locks because they are still considered to be accessible to qualified persons who require access.
 - For installations with overcurrent or where switching devices rated 800A or more is installed, and there are personnel door(s) for entrance to and egress from the working space located less than 25 ft from the nearest edge of the working space, the door(s) must open in the direction of egress and be equipped with panic hardware.
 - For installations with 1,200A equipment, 6’ or greater in length, two such entrances are required or the workspace for the equipment must be doubled.
 - Install signage noted electrical – Authorized personnel only Danger Sign – Electrical ([English](#)) ([Spanish](#))
 - Keep working spaces clear.
 - 3 feet for Condition 1: Exposed live parts (during maintenance) on one side of the working space and no live or grounded parts, including concrete, brick, or tile walls are on the other side of the working space.

- 3.5 feet for Condition 2: Exposed live parts on one side of the working space and grounded parts, including concrete, brick, or tile walls are on the other side of the working space.
 - 4 feet for Condition 3: Exposed live parts on both sides of the working space.
- While not required by code or regulation best practice is to restrict storage and use as office space.
- **Over 600 Volts**
 - Doors are to be equipped with locks and kept locked to allow access only to qualified personnel.
 - Post signage restricting access to Qualified personnel only
 - Maintain clear spaces
 - Keep working spaces clear 601 -25,000 volts:
 - 5 feet for Condition 1: Exposed live parts (during maintenance) on one side of the working space and no live or grounded parts, including concrete, brick, or tile walls are on the other side of the working space.
 - 6 feet for Condition 2: Exposed live parts on one side of the working space and grounded parts, including concrete, brick, or tile walls are on the other side of the working space.
 - 9 feet for Condition 3: Exposed live parts on both sides of the working space.
 - Restrict storage or use of area for office use.
- Electrical Equipment Room doors must have danger signs (in English and Spanish) installed to warn of the dangers inside.

EXCAVATION AND TRENCHING

- All soils to be considered Type C unless a licensed geotechnical engineer has classified it otherwise.
- Third-party utility locates are required in all areas where soil disturbing activities are to take place; additionally, the review of as-builts.
- All known locations of utilities shall be visibly marked in the field. Visual markings can include: paint, signage, flagging, or a combination. When visual markings are disturbed due to construction activities, the responsible party should re-mark the location of underground utilities prior to any excavating taking place.
- A Dig Permit must be completed prior to any excavation or grading activity. The permit must be completed by the Project Team and appropriate subcontractor, and a hard copy must be kept as close to the work site as possible. The completed permit must be reviewed by Brasfield & Gorrie prior to the start of the activity.
- Protective systems are mandatory at 5 feet per OSHA requirements.
- Subcontractors are required to present documentation of Competent Person training.
- When employees are expected to work in an excavation or trench, the Competent Person shall use the Dig Permit for all excavations and trenches at the beginning of each shift and as conditions change.
- Pre-excavation checklist is required if excavating 4 feet or deeper.

- The Competent Person shall use a written safety checklist and conduct daily inspections of all excavations at the beginning of each shift and as conditions change or after each environmental event.
- The checklist and daily inspection report shall be dated and signed by the Competent Person and maintained in the job files.
- For each excavation or trenching operation of 5 feet or deeper, the Competent Person will be required to:
 - Measure the depth of the trench
 - Obtain a soil classification by a licensed geotechnical engineer unless the excavation is sloped at an angle no steeper than 1 vertical to 1.5 horizontal
- There shall be no benching in Class C soil.

FALL PROTECTION

- All workers shall be protected from fall hazards of 6 feet or more. This covers all workers in all situations – 100% fall protection/prevention is required at all times.

NOTE: This does not apply to work on portable ladders, unless working in close proximity to secondary fall hazards, such as side of a building, etc.

- Failure to comply with fall protection policies and procedures will result in immediate dismissal from the project. Zero tolerance policies may be enforced.
- Warning lines (control lines) for leading edge work:
 - Must be erected not less than 6 feet and not more than 25 feet from the unprotected edge, except when erecting precast concrete members.
 - Must extend along the entire length of the unprotected or leading edge.
- Warning lines shall be erected around all sides of the roof work area.
 - Not less than 6 feet when mechanical equipment is not used.
 - Not less than 10 feet where mechanical equipment is used in a perpendicular direction to the roof edge.
- Points of access, material handling areas, storage/hoisting areas shall be connected to the work area by an access path formed by 2 warning lines.
- When the path to a point of access is not in use, a rope, wire, chain or other barricade equivalent in strength to the warning line shall be placed across the path.

NOTE: Brasfield & Gorrie does not recognize or allow the use of Safety Monitor Systems.

- All workers performing activities outside the warning line system must practice 100% fall protection/prevention practices.
 - Guardrails: If cable is used, must be at least 3/8-inch cable.
 - Hole Covers: Must use minimum 3/4-inch plywood.
- Holes smaller than 2" must be painted with a circle in high visibility paint.

- Holes larger than 2” but smaller than 8” require 3/4-inch plywood cover marked with a circle with an “X” painted over the hole with high visibility paint.
- Holes larger than 8 inches must be covered by 3/4-inch plywood with cleats to prevent displacement and marked on top with the words HOLE/HOYO in high-visibility paint.

ANCHOR POINTS

- Unless anchor point is structural (beam/column) a qualified person must provide documentation that an anchor point is adequate.
- One way to meet requirement is by using pre-engineered manufactured anchor points.

HORIZONTAL AND VERTICAL LIFE LINES

- Systems must be designed by a qualified person or pre-engineered manufactured system.
- Energy absorber must be used in horizontal lifeline system.
- Vertical lifelines must be anchored with a snap hook or termination plate installed per the manufacturer’s instructions.

INSPECTIONS OF FALL PROTECTION EQUIPMENT

- Every six months the competent person must inspect all fall protection equipment, including harnesses and lanyards.

RESCUE

- Fall rescue plan must be developed and included in the Site-Specific Safety Plan. The plan will be covered in new hire orientation per OSHA Requirement.

WOOD FRAMING

- Wood framing subcontractors shall follow OSHA and Brasfield & Gorrie safety requirements at all times.
- All workers exposed from falls of 6 feet and greater must be protected from falls and be trained in the recognition of fall hazards and use of applicable fall protection systems.
- Walking on top plates is prohibited.
- A 2x4 perimeter guardrail system shall be installed on all exterior and interior openings regardless of stud spacing.

FIRE PREVENTION AND PROTECTION

- Fire extinguishers must be inspected monthly and the inspection documented.
- A fire protection plan must be included in the Site-Specific Safety Plan.
- Fire watch and a burn permit is required when working inside or adjacent to an occupied structure or as required by the client.
- At least one fire extinguisher shall be on each piece of heavy equipment, crane, forklift, aerial lift, etc.

- Smoking is prohibited on the interior of all wood framed projects once framing begins.
- Tar kettles must be located on a noncombustible surface, which will support its size and weight, and means of egress must not be restricted.
 - All combustibles and stored propane tanks must be at least 20 feet from heat source.
 - A minimum of two 20-pound fire extinguishers must be located within 25 feet of the working kettle.
 - Operators must be trained in the proper operation of the kettle and must not allow the material being heated to exceed its flashpoint.
 - Kettles must have a working thermometer and a quick closing valve at the spigot.

HEALTH

HAZARD COMMUNICATION PROGRAM

- Must be updated to comply with the new GHS Standard.
- Chemicals in secondary containers must be properly labeled. Labels, at a minimum, should include:
 - Product identifier (chemical name / trade name)
 - Chemical hazard (e.g., flammable, corrosive)
 - GHS-approved pictograms

SILICA

- Engineering controls must be used to reduce or eliminate exposure to silica (i.e., wet sawing, vacuum power tools, etc.)

HOT TAPPING

- A hot tap shall not be considered a routine procedure but shall be used only when there is no practical alternative and the Project Team, Subcontractor, Utility Owner and Safety Department have all agreed and met.

HOUSEKEEPING

- Must be pre-planned and covered in Site-Specific Safety Plan.

LADDERS

- Generally, follows OSHA 1926 Subpart X.
- Aluminum ladders are not allowed.
- Trestle ladders shall not be used unless use is in strict accordance with the manufacturer's requirements.
- When not in use, ladders shall be stored on their side.

- Stairs or stair towers should be used where possible if access ladders are to be used for more than 30 days or they are exposed to the weather.
- Job-made ladders 10 feet or greater in height must be equipped with a handrail on at least one side of the ladder.

LOCKOUT/TAGOUT

- Covers all types of stored energy: electrical, pneumatic, water pressure, etc.
- Subcontractors must have a program that meets or exceeds the Brasfield & Gorrie program and submitted with safety documents for review.
- All authorized employees must install their own lock and tag (no one lock system by the foreman or supervisor).
- Prior to energizing permanent power or equipment, a Transition of Power meeting must be held with the project team and the electrical subcontractor.

MARINE SAFETY

- See new chapter pertaining to on or over water work, barges, boating activities, water rescue, and safe harbor planning.

MOBILE ELEVATED WORK PLATFORMS

- Proof of training is required when using mobile elevated work platforms.
- Fall distances must be considered and adequate clearance from lower levels must be maintained for a mobile elevated work platform.
- When using scissor and boom lifts, the operator must be tied off to the lift manufacturer-provided anchor point. If the lift does not have a manufacturer-provided anchor point, it cannot be used on a Brasfield & Gorrie jobsite.
- When operating within 3 feet of an edge, depression, or similar change in elevation, defenses must be in place to prevent tip over hazard.

PERSONAL PROTECTIVE EQUIPMENT

- The following is required to be worn 100% of the time:
 - Safety glasses
 - Hard hats
 - Sturdy leather work boots
 - High visibility vests or shirts
- Requirement for high visibility vests or shirts may be waived by the Brasfield & Gorrie Safety Department for interior build out jobs where there is no exposure to vehicles, motorized equipment or cranes.

- ANSI Class II high-visibility safety vests must be worn while performing nighttime work where there is exposure to motorized equipment/vehicles and during the day when work is performed within 25 feet of an active roadway.
- Face shield (plus safety glasses) is required for cutting, grinding, cleaning with compressed air, overhead work where debris can fall in face and other similar tasks. For tasks where there is no hazard to the face, goggles may be used in lieu of a full-face shield.
- Metatarsal guards are required when operating soil tampers, jack hammers, and similar equipment.
- Gloves are required for all work.
 - Special gloves may be necessary for specific tasks, such as leather gloves for hot work or cut-resistant gloves for protection from sharp edges.
- All gloves must fall into one of the following categories:
 - ANSI Cut Level A1-A9
 - EN 388 Cut Level 1-5
- Appropriate respiratory protection must be used, where required. Employees wearing respirators must receive medical evaluation, training and fit-testing per contractor written respiratory program and procedures prior to using respirators.
- Clothing
 - Shirts with 4-inch sleeve
 - Full length pants, ankle length
 - All clothing in good repair and worn properly
 - No offensive wording, pictures, symbols, etc.
- Welding hoods must attach to hard hats when welding. No soft cap welding.

MOBILE DEVICES

- Cell phone use is not allowed where it could be a distraction to the task being performed.
- Texting is not allowed during work hours/times.
- Personal listening devices (e.g., radios, iPods, MP3 players, and streaming of music on cell phones) are not allowed. This includes headphones and earbuds.

PLANNING PRECONSTRUCTION SAFETY

A trained Brasfield & Gorrie supervisor, who is knowledgeable regarding safety procedures, crisis management, incident and emergency procedures, and more capable of being an official Brasfield & Gorrie representative must on the project site if work is occurring on a project after hours or during a weekend.

Subcontractors must notify the Brasfield & Gorrie Project Team if they will be performing any work after hours or during a weekend to ensure that the proper supervision is onsite.

PUBLIC PROTECTION

- If your scope of work presents a hazard to the public, the controls you plan to use to protect the public must be included in your JSSSP.
- Hazards to consider include, but are not limited to:
 - Traffic
 - Equipment
 - Falling objects
 - Dust
 - Noise
 - Slips
 - Trip
 - Fall hazards

RIGGING

- Free rigging when using a forklift is prohibited—an engineered lifting attachment must be used.
- Subcontractors who rig loads must provide a list of authorized individuals who will perform rigging activities. Documented proof of training for these individuals shall be provided prior to lifting activities. Training records must be maintained at the jobsite
- All rigging must be equipped with a legible tag identifying the manufacturer and rated capacities.
- Riggers shall wear appropriate PPE to protect their hands. Leather gloves are recommended when handling wire rope.
- Tag lines must be used to control loads unless the use of tag lines places the user in harm's way, such as requiring the user to cross underneath a suspended load to grab or hold tagline.
- Bolt-type shackles utilizing a nut and cotter pin, shall be used for all permanent or long-term installations, such as skip pans, concrete buckets, air compressors, etc.
- All hooks used for vertical overhead lifting shall have safety latches in good repair.
- Installation of wire rope clips:
 - The saddle of the clip shall be installed on the live side of the rope.
 - Splices in wire rope shall be accomplished by forming 2 eyes, with a minimum of 3 wire rope clips per eye.
 - In critical applications, such as horizontal lifelines, only forged wire rope clips shall be used. Malleable wire rope clips shall only be used in light duty applications.

SANITATION

- Portable water containers used to dispense drinking water shall be tightly closed with the lid taped and the date the container was filled written on the tape.

SCAFFOLDING

- Fall protection is required at 6 feet.
- Once scaffolding reaches a 4:1 height to base ratio requiring tie-backs, scaffolding shall accommodate methods to reduce fall exposure during access. Examples of these methods include:
 - Stair tower installed to provide safe access to scaffold system
 - Scaffold type consists of internal ladder system where access to each level is contained inside the scaffold system protected by guardrails
 - Access to scaffold above tie-backs is achieved by adjacent structure
 - PFAS (Personal Fall Arrest System) used by employees climbing external ladder to access working level of scaffold
- Scaffolds shall be tagged after inspection by the Competent Person. This includes all scaffolding, including Baker/Perry scaffolds.
 - Green tags: Scaffold is okay to use.
 - Yellow tags: Scaffold does not meet all requirements (e.g., no guardrails provided, possibly due to clearance issues), so tying off is required when working off the platform.
 - Red tags: Danger – do not use.
- If Baker/Perry scaffolds are used outdoors, these scaffolds should be installed on a firm and level surface.
- If using a rolling or mobile scaffold within 3 feet of an edge, depression, or similar change in elevation, defenses must be in place to prevent tip over hazards.
- Scaffolding or stair towers located in close proximity to vehicular/equipment traffic must have its base barricaded to prevent collision and collapse.
- Use of ladder jack scaffolds must receive prior approval from the Brasfield & Gorrie regional safety director.
- Prior to erecting Mast Climber Scaffolds, the supplier/erector must assess the ground conditions to ensure adequate support to withstand the loading to be imposed by the scaffolding, travel area for overhead obstructions, and minimum approach distance (10 feet) to energized power lines.

SITE CLEARING AND PREPARATION

- Employees engaged in site clearing must be protected from hazards of irritants, snakes, insects and toxic plants and suitably instructed in the first aid treatment available.
- All equipment used in site clearing operations must be equipped with rollover guards. In addition, rider-operated equipment must be equipped with overhead and rear canopy guards.
- All equipment and tools, (e.g., axes, sledges, wedges, saws, springboards, etc.), shall be maintained in a safe condition and guarded with standard safeguards.
- Fallers shall give warning to brushing crews, buckers and other persons in the vicinity where a tree is being felled, taking notice that such persons are not only out of the reach of the tree.
- Trees must not be felled toward and within range of a traveled road or operational railroad unless a flagger is used to stop all approaching persons, vehicles, or railroad equipment.

- Clearing crews shall not be placed immediately below other crews working on hillsides where there is a possible danger of skidding or rolling trees, moving earth or rock.
- No worker shall be required to work in a position or location so isolated as to not be within ordinary calling distance of another person, who can render assistance in case of emergency. In any operation where cutting, felling trees, loading, or a combination of these duties is performed, there shall be a minimum crew of two persons who shall work as a team and shall be in visual or voice contact with one another.
 - Burn pits shall be barricaded.
 - Chain saw use shall require the use of face shield or screen, gloves, and chaps.

SIGNS, BARRICADES, CAUTION AND DANGER TAPE

- Hard barricades must be used where imminent danger to the employees or the public exists. Examples include exposure to overhead work, dropped objects, open/leading edges, etc.
- The use of Danger Tape alone to restrict unauthorized personnel access to these areas is prohibited.
- Red (Danger) tape is used where only authorized personnel are allowed. Any unauthorized entry requires permanent removal from job site.
- Yellow (Caution) tape to be used where only caution is required and authorization is not required to enter the area. Yellow tape is not to be used in areas of immediate danger.

STEEL ERECTION

- The steel subcontractor(s) shall develop a Site-Specific Erection Plan for the erection of the steel.
- 100% fall protection required at 6 feet and greater.

SUBCONTRACTOR MANAGEMENT

SUBCONTRACTOR SAFETY ORIENTATION

All subcontractor employees must attend the safety orientation before beginning any project at Brasfield & Gorrie.

SUBCONTRACTOR PRECONSTRUCTION MEETINGS

Subcontractors are required to attend a preconstruction meeting prior to starting work on each project.

The person who will be running the subcontractor's work in the field should be present at this meeting, if possible.

SUBCONTRACTOR TRAINING

All employees and subcontractor employees are required to attend a weekly onsite safety meeting. Depending on the scope of work, subcontractor supervisors must provide documentation of required training for:

- Excavation Competent Person
- Scaffold Competent Person
- Confined Space Entry Supervisor
- Fall Protection Competent Person
- Qualified Crane Signaler
- Qualified Rigger
- NFPA 70E
- Respiratory Protection
- Operator training for mobile elevated work platforms, forklifts, and cranes

SUBCONTRACTOR WARNING NOTICE

Subcontractors and their employees shall be subject to a progressive disciplinary policy for violations of safety rules, policies, and procedures as outlined below.

- **Verbal warning:** Alerting a subcontractor employee to a dangerous or hazardous situation.
- **Written warning:** For repeat problems requiring further action beyond a verbal warning or for more serious infractions, a formal written warning will be issued.
- **Suspension:** If the problem continues and further action is needed, it may take the form of a disciplinary suspension without pay. A suspension may vary from one to three days depending on the circumstances. Suspension without prior disciplinary warnings may take place in the case of serious (zero tolerance) infractions. Examples of zero tolerance infractions include:
 - Failure to use fall protection
 - Working in an unprotected trench/excavation
 - Conducting unauthorized electrical hot work or without proper controls
 - Working too closely to overhead powerlines
 - Failure to supervise and enforce safety requirements
 - Not following proper confined space entry procedures
- **Permanent removal from Brasfield & Gorrie jobsites:** For serious and continued repeat safety infractions, the subcontractor shall be asked to remove the worker from the project.

TOOLS

- Homemade tools are not to be used.

- Cheater bars and tool extenders are not to be used to increase tool leverage.
- Tool tethers should be used to protect workers from dropped/falling objects when barricading, netting, or other protect measures are not in place.

UTILITY STRIKE PREVENTION

- Third party utility locates are required in all areas where soil disturbing activities are to take place. Additionally, the review of as-builts maybe required in order to identify the location of all utilities.
- All known locations of utilities shall be visibly marked in the field. Visual markings can include paint, signage, flagging, or a combination. When visual markings are disturbed due to construction activities, the responsible party should re-mark the location of underground utilities prior to any excavating taking place.
- When installing temporary utilities, metallic marking tape must be placed halfway between the top of the utility and the ground surface.
- A Dig Permit must be completed prior to any excavation or grading activity. The permit must be completed by the Project Team and appropriate subcontractor, and a hard copy must be kept as close to the work site as possible. The completed permit must be reviewed by Brasfield & Gorrie prior to the start of the activity.

Soft dig methods are required when working within 18 inches of a known utility.

- Prior to cutting or boring into a slab, the area will be scanned using GPR, x-ray equipment, or other equivalent method(s) for the location of possible utilities or obstructions in or under the slab.
- Work on existing elevated decks must be x-rayed in an effort to locate embedded utilities (if they are thought to be present)
- Slab on grade cannot be x-rayed, but GPR can be used to help identify embedded utilities.
- The Slab/Wall Penetration permit shall be completed prior to any cutting, drilling, demolition, or disturbance to an existing slab or wall. The permit must be completed by the Project Team and appropriate subcontractor. A hard copy of this permit must be available as close to the work area as possible.
- Tracing of conduits is best practice using electromagnetic locating methods when identifying utilities in slab on grade situations
- Demolition of electrical conduit should be done by electricians when possible. Verification that all conduits are deenergized and LOTO is in place, must be conducted by electrician and B&G personnel prior to demolition.
- When chipping concrete using demo hammers where electrical utilities are present in slab on grade, the following controls and PPE must be used:
 - Pneumatic demo hammers no greater than 25 pounds equipped with a bushing tool.
 - Employees must wear 1000 volt rated insulated gloves.
 - Employees must stand or kneel on a 50K volt insulated switchgear mat or equivalent protection from grounding.
- Overhead Utilities

- Inspect job sites for overhead utilities prior to mobilization.
- De-energize, insulate or relocate when in conflict with proposed site operations.
- Maintain distances per OSHA requirements
- Place signage and other physical indicators as needed or required.

VISITOR SAFETY

- All visitors must check in at the trailer or with the superintendent before entering the jobsite. Some clients/jobsites require that visitors sign a sign-in sheet.
- All visitors must wear:
 - Hardhats
 - Eye protection
 - Proper footwear
 - High-visibility vests or clothing
- All visitors must be accompanied at all times.

WORK ZONE/TRAFFIC CONTROL

- Generally, follows Manual on Uniform Traffic Control Devices (MUTCD Part 6).
- If traffic is impeded by traffic control devices, a formal traffic control plan must be developed to comply with MUTCD and any state or local requirements.
 - This plan must be included in the Site-Specific Safety Plan (SSSP) and should be designed by a third party.
- If truck unloading/loading impacts public traffic, a formal plan for these tasks must be included in the Site-Specific Safety Plan.
- Daily inspections of temporary traffic control devices should be conducted at the beginning and end of each shift.
- All flaggers flagging traffic in DOT-controlled roadways are required to receive training in accordance with state, local, and MUTCD requirements.