

1. GENERAL

- 1.1. Definitions. The term “Subcontractor” herein shall mean any subcontractor, supplier, service provider, or other vendor under the contract, (herein the “Agreement”), to which this document is attached and made a part. The term “Owner” refers to the owner of the Project under the construction contract between Contractor and that owner for the Project (the “Prime Contract”).
- 1.2. Subcontractor shall provide all labor, materials, equipment, tools, supervision, transportation, and all other items required for a complete installation of its Work.
- 1.3. In the event of a conflict, ambiguity, or inconsistency between or within any of the Subcontract Documents, the most stringent provision upon Subcontractor shall govern.
- 1.4. The following items shall be submitted either within ten (10) calendar days of award or as required by other Subcontract Documents, whichever is earlier, for Contractor approval:
 - 1.4.1. Schedule of Values
 - 1.4.2. Insurance Certificate
 - 1.4.3. Payment and Performance Bonds (if applicable)
 - 1.4.4. Project-Specific Safety and Accident Prevention Plans
 - 1.4.5. Detailed schedule outlining all of Subcontractor’s required work activities. The schedule shall include key milestones, inspections, submittals and their approvals, and procurement durations.
 - 1.4.6. A detailed listing of Subcontractor’s work hours by activity.
- 1.5. Acceptance of Conditions: Commencement of Work will be construed as the Subcontractor’s acceptance of surfaces and conditions within a particular area. Subcontractor will do a walk-through with the Project Superintendent to review the condition of surfaces. It is the responsibility of Subcontractor to notify the Project Superintendent of unacceptable areas at this time. A reasonable amount of time to address corrections must be given before work is to begin.

2. PROJECT ADMINISTRATION

- 2.1. Prevailing Wages. This Project **IS IS NOT** subject to the provisions of the State’s Prevailing Wage Act. See the Attachment B Billing Requirements for the certified payroll requirements.
- 2.2. Labor Agreements. To the extent applicable to the Project, Subcontractor agrees to be bound by all Master Labor Agreements and/or Project Labor Agreements to which the Contractor is bound with regard to Work performed under this Agreement, including all extensions thereof.
- 2.3. Business Licenses. Subcontractor shall maintain a current business license for the city in which the Project is located.
- 2.4. Bonding. If Subcontractor is required to provide performance and payment bonds under the Agreement, Subcontractor shall provide both in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall state clearly and with no ambiguity, that it is issued for the purpose of guaranteeing payments and performances to which the Subcontractor has agreed. The bonds shall be executed by a corporate surety with an AM Best rating of A-VII or better, lawfully authorized to issue surety bonds in the jurisdiction, and shall be on the AIA Document A312 or other form as agreed to by Contractor. All original bond documents (e.g., bond form, power of attorney, etc.) in conformance with the requirements of this section must be submitted to and received by Contractor as a condition precedent to Subcontractor’s right to access the site, begin the Subcontract Work, and to payment under the Subcontract. Subcontractor shall pay the premium on said bonds unless otherwise provided under the Subcontract.

2.5. **Permits.** The Owner will provide the Master Use Permit and the Building Permit. Subcontractor shall provide and pay for any other permits, licenses, and fees necessary for the completion of its Work unless otherwise noted. Subcontractor shall provide copies of all permits and inspection reports to Contractor's Project Superintendent.

2.6. **PlanGrid.** Subcontractor shall secure its own license for PlanGrid (www.plangrid.com). Contractor will assist with training and implementation needs at the project level.

2.7. **Sustainability.**

2.7.1. This is a LEED XXX certified project. Subcontractors shall comply with related performance and administrative requirements and shall provide all documentation for the LEED certification.

2.7.2. List any Prime Contract Requirements.

2.8. **Escalation.** All escalation costs are included for the duration of the Project, including, but not limited to labor, material, equipment, and fuel.

2.9. **Media.** Without exception, no publicity releases (newspaper, radio, TC, advertisement, etc.) will be issued without prior approval from Contractor.

2.10. **Submittals.**

2.10.1. Within two (2) weeks of contract execution, or as otherwise agreed between Contractor and Subcontractor, Subcontractor shall submit all submittals except the closeout submittals to Contractor. Subcontractor shall also provide lead times for fabrication and delivery and required order release dates to maintain the schedule for each material Subcontractor is providing.

2.10.2. Unless otherwise indicated, submittals shall be submitted electronically.

2.10.3. The following information shall be included in the submittals:

2.10.3.1. Rough opening dimensions

2.10.3.2. Backing, blocking, or steel supports required for installation of Subcontractor's Work (regardless of if it's included in the scope or not)

2.10.3.3. Weights of heavy equipment or loads that will be imposed on the structure. If the loads exceed the indicated loads on the load diagrams or if no load diagrams are provided, Subcontractor is required obtain approval from the engineer of record before starting its Work.

2.10.4. If deferred submittals are a requirement of the specifications that Subcontractor is responsible to provide, Subcontractor is responsible for providing engineering, submittal documents, submitting the submittal package to the City, coordination with the City, and the associated fees.

2.10.5. Contractor shall review Subcontractor's submittals but only for conformance with the Subcontract Documents.

2.10.6. Modifications or notations included in the approved submittals do not relieve Subcontractor of its obligation to provide what is required in the Subcontract Documents. Changes noted in the submittals shall be documented via RFI and if costs or schedules are impacted, they must be incorporated by change order.

2.10.7. Additional mock ups beyond specification requirements?

2.11. **Requests for Information (RFI).**

2.11.1. RFIs shall be submitted by Subcontractor to Contractor in a timely fashion.

2.11.2. Unless otherwise noted or directed, all Work shall be completed in accordance with each manufacturer's recommendations and/or directions. No preparatory step or installation procedure may be omitted unless specifically modified or exempted by these documents. Where Subcontractor is required to follow manufacturer's directions, recommendations,

instructions, and the like, but more than one manufacturer is involved in the Work, or its component parts, Subcontractor shall follow all manufacturers' directions and recommendations. In the event of conflict between two or more manufacturers' directions and recommendations, Subcontractor shall submit such discrepancy or conflict to the Architect for resolution and instruction before submittals are submitted.

2.12. Substitutions. Substitution requests shall be submitted and approved per the process defined in the specifications. Substitutions for Subcontractor's convenience shall not be accepted. If a substitution is accepted by the architect, Subcontractor shall be liable for all costs, claims, damages, liabilities, and losses sustained by Contractor associated with the substituted materials.

2.13. Coordination. Subcontractor shall a) cooperate with Contractor and all others whose work may interfere with Subcontractor's Work; b) immediately advise Contractor in writing of any such interference with Subcontractor's Work; and c) participate in the preparation of coordination drawings and work schedules in areas of congestion. Subcontractor shall not be entitled to compensation for conflicts if Subcontractor does not participate in coordination of its Work with others.

2.14. Reports.

2.14.1. Subcontractor's daily reports shall be submitted to Contractor in the morning of the following business day and shall include the following information:

2.14.1.1. Work Force: Provide an accurate count of all labor for all tiers of subcontractors on site.

2.14.1.2. Work Performed: Provide a description of the Work performed including locations within the building / site (i.e. floor, elevation, gridlines, etc.), major equipment used, and quantities installed or placed.

2.14.1.3. Safety: Incidents, near-misses, reviews, and meetings.

2.14.1.4. Accidents: List all accidents and near-misses.

2.14.1.5. Stoppages, Delays, Shortages, and Losses: Delays noted must provide details of the cause.

2.14.1.6. Time & Material (T&M) Work: Note any T&M work performed.

2.14.1.7. Inspections: Note all inspections that were scheduled and their results.

2.14.1.8. Equipment or System Tests and Start Ups: commissioning items and their statuses of implementation.

2.14.1.9. Services connected or disconnected

2.14.1.10. Weather: temperature, wind speed, rain, snow, and other significant weather events.

2.14.1.11. Unresolved issues.

Nothing provided in the daily reports shall be considered a claim or notice of a claim.

2.14.2. Subcontractor's weekly planning progress reports shall be submitted to Contractor on the Friday of the 'report' week. Crew hours must be tracked daily and totaled with previous work hours.

2.15. Changes.

2.15.1. If a condition or occurrence arises that Subcontractor believes gives rise to a change in the Subcontract Work, impacts Subcontractor's time for performance or the cost of the Subcontract Work, or could delay Subcontractor's Work, Subcontractor shall promptly notify Contractor in writing after Subcontractor discovers the condition or occurrence, but in no event more than five (5) working days after discovery of the condition or occurrence unless a shorter time is required by the Prime Contract. The requirement to give such notice in no way shall be deemed to authorize or furnish entitlement for recovery for

- schedule impacts, cost impacts, or any other form of relief which may be sought by Subcontractor. Subcontractor's failure to provide prompt notice to Contractor shall constitute an irrevocable waiver by Subcontractor of its right to a change order and/or claim based upon the condition or occurrence.
- 2.15.2. Within the shorter of (a) five (5) business days of Subcontractor's notice to Contractor for a change, or (b) two (2) working days preceding the time by which the Contractor shall submit a claim to the Owner as required by the Prime Contract, Subcontractor shall submit to Contractor a complete change order request detailing the time and cost requested with full and complete back up documentation to sufficiently substantiate the request. If additional documentation is requested, Subcontractor shall provide it.
- 2.15.3. The change order request shall include, but not be limited to the following:
- 2.15.3.1. Contractor's Change Proposal Number
 - 2.15.3.2. Identify the work impacted, referencing the appropriate drawings, specifications, details, etc.
 - 2.15.3.3. Quantities of materials, labor, equipment, etc. affected.
 - 2.15.3.4. Changes in productivity.
 - 2.15.3.5. Change proposals from lower tier subcontractors and suppliers.
 - 2.15.3.6. Schedule impacts.
- 2.15.4. Labor Rates. Labor rates shall include the rates, benefits, employment taxes, fringes, and union contributions if applicable. Labor rates shall not include supervision, safety, tools, or any other mark up or fee.
- 2.15.5. Equipment.
- 2.15.5.1. Equipment that is owned by Subcontractor and rented to the project shall not exceed 75% of the fair market purchase value as established by Equipment Watch (www.equipmentwatch.com).
 - 2.15.5.2. Tools or equipment rented from a third party shall be paid at the actual invoiced amount.
 - 2.15.5.3. Mobilization and standby costs shall not be charged for equipment that is already at the site.
- 2.15.6. Fee. Subcontractor fee is the allowance for all combined overhead, profit and other costs, including all office, home office and site overhead (including project manager, project engineer, other engineers, project foreman, estimator, superintendent and their vehicles and clerical assistants), taxes (except for sales tax), employee per diem, subsistence and travel costs, warranty, safety costs, printing and copying, layout and control, quality control / assurance, purchasing, attorney fees, financing costs, small or hand tool (a tool that costs \$500 or less and is normally provided by the performing subcontractor) or expendable charges, preparation of as-built drawings, impact on unchanged work, claim and change preparation, and delay and impact costs of any kind (cumulative, ripple, or otherwise), added to the total cost on this project. No fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after substantial completion. Unless specified with in the Prime Contract, the fee shall be limited in all cases to the following:
- 2.15.6.1. Subcontractor shall receive **10%** of the costs of any materials supplied or work properly performed by the Subcontractor's own forces.
 - 2.15.6.2. Subcontractor shall receive **5%** of the amount owed (less fee) directly to a lower-tier subcontractor or supplier for materials supplied or work properly performed by that subcontractor or supplier.
 - 2.15.6.3. Each lower-tier subcontractor of any tier shall receive **10%** of the costs of any materials properly supplied or work performed by its own forces.

- 2.15.6.4. Each lower tier subcontractor of any tier shall receive 5% of the amount it properly incurs for materials supplied or work properly performed by its suppliers or subcontractors of any lower tier.
- 2.15.6.5. None of the fee or mark-up percentages in this section shall be compounded.
- 2.15.6.6. Small tools (above \$500 but less than \$1,000) and general safety shall not exceed 1.5% of labor costs.
- 2.15.6.7. Fee mark ups shall apply to both additive and deductive change orders.
- 2.15.7. Insurance and Bond Mark Ups
 - 2.15.7.1. Insurance: The actual cost of any changes in Subcontractor's liability insurance arising directly from the change to the Work expressed as a percentage submitted with the certificate of insurance and subject to an audit.
 - 2.15.7.2. Bonds: The actual cost of the change in Subcontractor's premium for the statutorily or contractually required payment and performance bonds arising directly from the changed Work expressed as a percentage submitted with evidence of bondability and subject to audit.
 - 2.15.7.3. Upon request, Subcontractor shall provide the supporting documentation from its insurer or surety of any claimed costs.
- 2.16. Time and Material Work. In the event Contractor directs Subcontractor to perform any work on a time and material basis (T&M), the following requirements apply:
 - 2.16.1. Subcontractor shall submit on a daily basis Extra Work Authorizations (EWA) tickets for acknowledgement by Contractor's Project Manager. Superintendents, foremen, or field craft personnel are not authorized to acknowledge any extra time and material tickets. Contractor may assign another individual other than the Project Manager to acknowledge EWAs but shall only do so via change order. Contractor's authorized person shall not be changed via verbal communication. The signature of Contractor's authorized representative will constitute acknowledgment and certification that the work was performed under the Contractor's direction and that the time and materials indicated on the EWA ticket are true and correct. The signature of Contractor's authorized representative shall not constitute agreement that the work of the EWA ticket has been performed in accordance with the requirements of the Subcontract Documents, which shall remain Subcontractor's responsibility. The signature of Contractor's authorized representative shall not entitle Subcontractor to payment for the work of the EWA ticket. Subcontractor shall not be entitled to payment for any EWA ticket work claimed to have been performed when the EWA tickets documenting such work have not been duly signed by Contractor's authorized representative.
 - 2.16.2. Subcontractor's EWA tickets shall include, at a minimum, the following information:
 - 2.16.2.1. Contractor's Change Proposal number and RFI, ASI, CCD, etc.;
 - 2.16.2.2. The date on which the work was performed;
 - 2.16.2.3. A detailed description and location of the work performed;
 - 2.16.2.4. The name of the Contractor representative authorizing such work to be performed;
 - 2.16.2.5. Craft persons' names, labor hours, and labor rates for all labor performed, with separate identification of regular and overtime hours;
 - 2.16.2.6. Quantities and costs for each item of materials used to perform the work;
 - 2.16.2.7. Quantities and costs for each item of equipment used to perform the work;
 - 2.16.2.8. The signature of Contractor's authorized representative.
 - 2.16.3. EWA numbering shall not have any sequencing gaps.

- 2.16.4. EWA tickets shall not combine more than one change item.
- 2.16.5. EWA tickets shall not include more than one day's work.
- 2.16.6. Worked tracked on EWAs are for actual costs only. Small tools and safety cannot be applied per the percentage in Section 2.6.5.
- 2.16.7. Final pricing for EWA tickets is due to Contractor within five (5) calendar days of the date of the EWA ticket, otherwise the ticket is void.

2.17. Quality Control. Subcontractor shall submit its site-specific Quality Assurance / Quality Control (QA/QC) plan that covers its Work prior to the first preconstruction / mobilization meeting. The QA/QC plan must include the following:

2.17.1. Method to verify the proper material is delivered to the site

2.17.2. Method to verify the latest approved field installation plans are given to field

2.17.3. Confirmation that the approved field installation plans are in alignment with the Contract Documents and approved submittals

2.17.4. Method to verify material is installed correctly

2.17.5. Confirmation of installation restrictions of scope of work (temperature, humidity, etc.)

3. SCHEDULE

- 3.1. Within ten (10) days of execution of the Agreement, Subcontractor shall submit a detailed schedule of its Work to Contractor for approval.
- 3.2. Subcontractor and its sub-tier subcontractors are required to participate in periodic pull-planning schedule meetings. Contractor shall provide notice of the meetings so subcontractors can prepare the information regarding tasks, manpower, and logistics for upcoming work. These meetings are intended to be collaborative working sessions with Contractor and other subcontractors to coordinate the scheduling of the work and resolve potential conflicts.
- 3.3. 6 week look-ahead schedules shall be submitted by Subcontractor to Contractor every week. Contractor shall use these schedules to update the overall project schedule on a weekly basis.
- 3.4. Subcontractor has included multiple mobilizations for its Work as defined in the Attachment E.
- 3.5. Subcontractor shall assume that all working areas will be shared with other subcontractors.
- 3.6. Subcontractor has included premium time or shift work that is required to maintain the schedule per Attachment E, except to the extent premium time or shift work is required due to a delay caused solely by others.
- 3.7. Premium time work must be performed during the work week or on Saturdays. Work on Sundays shall only be permitted if Subcontractor has worked premium time during the previous work week and Saturday. Contractor's supervision during Subcontractor's premium time work shall be billed to Subcontractor at \$200/hour.
- 3.8. For any delay caused by Subcontractor or any party for which Subcontractor is responsible that results in additional field or management costs incurred by Contractor, Subcontractor shall be liable to reimburse Contractor for those costs.
- 3.9. Subcontractor shall track its productivity and report any variations to the Project Manager. Format shall follow the initial man hours by activity following the initial submittal of this manhours. Failure to report these hours in a timely manner, along with there associated costs, shall constitute a lack of notice and forfeiture of costs under the notice terms of the contract.

4. PERSONNEL

- 4.1. Subcontractor shall provide the appropriate project management and supervision for the duration of the Project. Subcontractor shall obtain Contractor's written approval prior to changing its project management or supervisor.
- 4.2. Subcontractor's supervisor shall be available on site at all times when Subcontractor's Work is in progress (including sub-tier work) who is authorized to bind Subcontractor in all respects under the Subcontract and is capable of coordinating Subcontractor's Work.
- 4.3. Subcontractor's supervisor shall be fluent in the languages spoken by its employees in order to communicate with them and direct the Work.
- 4.4. Subcontractor shall be bound to the terms of the Non-Disclosure Agreement (NDA) and shall require its employees and sub-tier subcontractors and vendors to be bound to the terms of the NDA prior to sharing any project information or working on this project.
- 4.5. All on-site personnel are required to attend a project orientation prior to starting work on site. Orientations are held at 7:15am and shall be scheduled at the discretion of Contractor's Superintendent. Please notify the Superintendent 48 hours in advance of needing an orientation. Orientations are one hour long and address the site protocols as well as safety concerns. All personnel shall sign in for orientation. Additional trainings or meetings may be required if Subcontractor or any parties it is responsible for do not follow the required site protocols.
- 4.6. Subcontractor's on-site personnel are required to participate in the mandatory daily stretch and extend meetings on site. All persons are to be in full personal protective equipment (PPE) at the start of the meetings. At these meetings, safety announcements will be made and each crew lead will give a brief description of their crew's tasks for the day and main hazards that others need to be aware of. Subcontractor shall be assessed a \$100 fine for each meeting in which any employees it is responsible for failed to attend.
- 4.7. Subcontractor's on-site supervisor or Project Manager is required to attend weekly subcontractor meetings. Subcontractor may be requested to attend the Owner Architect Contractor (OAC) meetings if necessary.
- 4.8. Eating and drinking is not permitted on site except in the designated lunch and break areas. However, water is allowed on site.
- 4.9. Use of tobacco and vaping products is not permitted on site.
- 4.10. Musical radios or devices, including personal devices, are not permitted on site.
- 4.11. Subcontractor is responsible for providing its field crews with current Contract Documents including drawings, specifications, RFIs, ASIs, CCDs, etc. and approved submittals.
- 4.12. Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction job sites with the following states:
 - 4.12.1. State of California:
 - 4.12.1.1. San Francisco: United Brotherhood of Carpenters Northern California and Northern California District Council of Laborers June 2023 CEA agreement
 - 4.12.1.2. Los Angeles: Southwest Regional Council of Carpenters
 - 4.12.1.3. San Diego: Southwest Regional Council of carpenters and The Southwest California District Council of Laborers
 - 4.12.2. State of Colorado: Not applicable
 - 4.12.3. State of Washington: Pacific Northwest Regional Council of Carpenters, Washington and Northern Idaho District council of Laborers, and International Union of Painters and Allied Trades District Council 5.

Should any Subcontract Work required under the Subcontract be claimed by any of these unions, Subcontractor agrees to comply with all of the terms and conditions of the applicable labor agreements.

- 4.13. Subcontractor shall adhere to any dual gate policy implemented on the Project and with any labor-harmony requirement under the Subcontract Documents. Should there be picketing at the Project site and Contractor establishes a dual gate system, Subcontractor shall continue the proper performance of the Subcontract Work without interruption or delay and shall utilize the gate to which it is assigned by Contractor and cause its subcontractors, suppliers, and other vendors to do the same.
- 4.14. Contractor has a zero-tolerance policy prohibiting discrimination, harassment, bullying, and bias-motivated actions in the workplace. All persons working in a facility operated or under the control of Contractor, including its offices, and/or working on or for a Contractor project, are subject to the policy and will be required to review the written policy document and to acknowledge and agree to the policy as detailed in the writing. Persons who violate the policy are subject to permanent debarment from Contractor's facilities, offices, and projects. Subcontractor agrees to (i) enforce the policy with respect to its employees, other constituents, agents, and any other person for which it is responsible, directly or indirectly, including persons working for Subcontractor's subcontractors, suppliers, agents, and other vendors; (ii) cooperate with Contractor in any investigation that may arise under the policy; and (iii) debar any person under the Subcontractor's control, as contemplated above, from any Contractor's facilities, offices, and/or projects as Contractor may direct in writing as a result of any alleged violation of the policy and Contractor's follow up investigation and findings.
- 4.15. Subcontractor will comply with all OSHA - DOSH, federal, state, and local safety laws, regulations, ordinances, and requirements.
 - 4.15.1. Any employees of the Subcontractor who may have regularly scheduled unsupervised access to children shall be subject to a record check through the Federal Bureau of Investigation before Contractor permits them to have such access to children. The cost for record checks shall be included as part of this Agreement.
 - 4.15.2. Neither Subcontractor nor any of Subcontractor's subcontractors of any tier shall utilize any employee at the site or permit any contact between children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child, the physical injury or death of a child, sexual exploitation of a child, sexual offenses where a minor is a victim, promoting prostitution of a minor, or the sale or purchase of a minor child. Subcontractor and Contractor shall remove from the work site any employee or individual who has engaged in such actions or who the Owner reasonably considers objectionable.

5. SITE COORDINATION

- 5.1. Working Hours. Site working hours are from **7:00am to 3:30pm, Monday through Friday** for all trades. Requests to work outside these hours shall be made in writing and as part of Subcontractor's work plan. Contractor reserves the right to change the hours for both the standard and off-hour shift to best suit the Project as a whole and minimize impact to the community.
- 5.2. Site Logistics Plans. Site logistics plans that are developed by Contractor or approved by the applicable AHJs define construction access and constraints. Subcontractor shall comply with the requirements of those logistics plans.
- 5.3. Lean Construction Principles. This project will utilize Lean construction principles in planning and implementation of the Work. This will include a milestone schedule, collaboratively created phase schedule, "make-ready" look-ahead plans, weekly work plans, and a method for measuring, recording, and improving planning reliability. It is agreed and understood that all trade packages and their appropriate sub tiers shall participate in Pull Planning sessions with each new phase of work with the purpose of creating a collaborative phase schedule and identifying constraints for each activity of work. Individuals who understand how the work will be performed shall be directly involved in the planning process. The schedule developed in these Pull Planning sessions will be used to create the 6-week look ahead schedule. The look-ahead schedule will track whether any constraints (issues that would prevent the work from being performed as planned) exist. It is every

contractor's responsibility to actively identify and resolve constraints prior to the Work. Additionally, every contractor shall report variations from the plan for tracking planning reliability and assessing root cause of variations for purposes of continuously improving planning reliability.

5.3.1. This project will be using the Last Planner System for improving the level of coordination, planning, and controlling of the scheduling of work for this project.

5.3.2. This project will be utilizing the principles of 5S to improve jobsite cleanliness, safety and work efficiency. All tradespersons entering the site will receive training on the principles of 5S and will be expected to keep their workspace orderly.

5.3.3. Due to site constraints BNBuilders will require just-in-time delivery principles for all materials coming to the site as a means to improve the flow of work on site, reduce clutter, reduce the potential of damaging finished materials, and eliminate the waste of moving material multiple times before it is installed in its final condition. These deliveries shall be closely coordinated with the superintendent and onsite staff through weekly planning sessions.

5.4. **Noise.** Subcontractor shall comply with the noise restrictions and monitoring imposed by the Authorities Having Jurisdiction (AHJ), the Owner, and Contractor.

5.4.1. Restricted activities:

5.4.2. Noise restriction hours:

5.4.3. Notification requirements:

5.5. **Parking.** Parking will not be available on site and is the responsibility of Subcontractor.

5.6. **Safety.**

5.6.1. Subcontractor is required to provide personal protective equipment (PPE) for its personnel. All personnel are required to wear PPE while on site. This includes hard hats, safety glasses, high visibility vests, and gloves. Additional PPE for specific activities will be required per Attachment G. Employees without proper PPE shall not be allowed on site however Contractor may provide PPE at the following rates:

5.6.1.1. Hard Hat: \$75

5.6.1.2. Safety Glasses: \$50

5.6.1.3. Safety Vest: \$400

5.6.1.4. Gloves: \$50

5.6.1.5. All other items shall be billed at cost plus 20% mark up.

5.6.2. Subcontractor shall provide all other safety equipment required to perform its Work.

5.6.3. Subcontractor's employees' certifications (i.e. flagging, welding, operator, etc.) must be readily available to Contractor.

5.6.4. Subcontractor shall provide at least one site safety inspection of the site per week while Subcontractor's activities are occurring on the project site.

5.7. **Material Storage and Deliveries.**

5.7.1. Due to the limited space available on site, deliveries need to be made just in time for installation.

5.7.2. Trucking times may be restricted by AHJs. Trucking permits that are required for delivery of Subcontractor's materials are Subcontractor's responsibility.

5.7.3. Deliveries must be scheduled with the Project Superintendent. Unscheduled deliveries may be turned away if they interfere with scheduled events or deliveries.

5.7.4. Subcontractor must be present for all deliveries on site associated with its Work. Contractor will not accept deliveries from Subcontractor's suppliers.

- 5.7.5. Subcontractor is responsible for receiving, off-loading, storage, security, and protection of materials and equipment delivered to the project site.
- 5.7.6. In general, space is not available for temporary storage of materials and equipment onsite. However, if the Project Superintendent does allow temporary storage:
 - 5.7.6.1. The Project Superintendent will approve the storage locations.
 - 5.7.6.2. Subcontractor will secure and protect its stored items. Contractor will not be liable for damaged or missing items.
 - 5.7.6.3. Subcontractor will relocate stored items as necessary to accommodate the Project Schedule.
 - 5.7.6.4. Subcontractor shall confirm with the structural engineer that loading of materials shall not overload the structure.
 - 5.7.6.5. Materials shall be stored on pallets, carts, racks, or other methods to allow for easy maneuvering by pushing, pulling, forklift, or pallet jack.
- 5.7.7. Offsite storage, if required, is Subcontractor's responsibility. This includes transportation, handling, rent, and insurance. If payment for offsite stored materials is allowed per the terms of the Prime Contract, please follow the requirements defined in the Attachment B. Subcontractor shall protect the Owner's interests by segregating materials, labeling them for the Project, and transferring title to the materials billed for. In no event will the incremental billings be approved for the total value of the supply portion of the Agreement prior to materials or equipment being delivered to the project site.
- 5.8. Flagging and Traffic Control. Subcontractor shall provide its own flaggers and traffic control for its Work. Subcontractor shall comply with all applicable traffic control regulations.
- 5.9. Layout and Measurements.
 - 5.9.1. Contractor shall provide two gridlines and one elevation benchmark for each level of work.
 - 5.9.2. Subcontractor is responsible for all measurements and layout for its Work.
 - 5.9.3. Requests for additional surveying work must be submitted to the Project Superintendent two (2) weeks before it is needed.
- 5.10. Utilities.
 - 5.10.1. In general, driving equipment on sidewalks is not permitted. However, if it is required, adequate protection must be provided under the equipment to prevent damage to sidewalks and any utilities located underneath.
 - 5.10.2. Subcontractor shall take all actions necessary to minimize the impact of damage to unknown and unidentified utilities. If Subcontractor is working in areas close to utilities, Subcontractor shall locate them before starting work in those areas. Subcontractors shall provide Contractor the utility locations for the existing utilities and new utilities installed on a weekly basis.
 - 5.10.3. Subcontractors working on or around underground utilities shall provide and maintain proper shoring, bracing, and protection. Shoring and bracing must be engineered and submitted to Contractor six (6) weeks before work starts for Contractor review.
 - 5.10.4. All utility shut-downs must be scheduled with Contractor at least two weeks for minor shut downs and four weeks for major shutdowns prior to the requested shut down date. All overtime required by the utility shutdown shall be the responsibility of the subcontractor requiring such shutdown. This applies to both new and existing utilities.
 - 5.10.5. If Subcontractor or any other party for which Subcontractor is responsible damages any utilities that are either located prior to Subcontractor's Work or indicated in the Subcontract

Documents, Subcontractor shall be responsible to repair and replace those utilities and any impacts associated with them being interrupted.

- 5.11. Hot Work. Hot work permits are required for any work that creates sparks or fire hazards and must be obtained from BNB prior to commencing the work. Additional fire extinguishers, fire resistive blankets, and fire watch in the areas around and below the area will be required by the Subcontractor. Fire watch will remain in place at least 30 minutes after the complete of the task.

5.12. Embeds, Backing, and Penetrations.

5.12.1. Subcontractors are responsible for furnishing all items that are embedded in concrete to the concrete subcontractor one week before forming activities for those locations start. Subcontractor shall provide a layout drawing that includes dimensions and embed identification. Subcontractor shall review embed installation upon completion to confirm they are installed correctly.

5.12.2. Subcontractors requiring items embedded in concrete must provide their own pour watch to ensure their items do not move during the pour.

5.12.3. Subcontractors are responsible for any rework required to install the missed embeds after the concrete is poured. This includes engineering and labor that may be associated with the alternate methods of installation. Alternate methods of embed installation must be reviewed and approved by the Structural Engineer.

5.12.4. Core drills and penetrations in the post-tensioned decks must be coordinated and approved by the Structural Engineer. Locations shall be imaged to confirm PT cable and reinforcing locations prior to any cutting or drilling.

5.12.5. Backing and blocking will be provided by the drywall subcontractor.

5.12.5.1. Subcontractors requiring backing or blocking for installation of their materials will provide drawings indicating locations (with dimensions) and type of backing/blocking. These drawings will be submitted to the drywall subcontractor one (1) week prior to framing of the walls.

5.12.5.2. Subcontractors requiring the backing or blocking are responsible to review the installed backing and blocking to ensure it is installed properly.

5.12.6. Unless otherwise noted, for all penetrations through fire-rated assemblies, subcontractors whose work passes through the rated assembly are responsible for cutting the penetration and furnishing and installing fire-rated sealants to maintain the assembly's rating.

5.12.7. Unless otherwise noted, for all penetrations through acoustic assemblies, subcontractors whose work passes through the acoustic assembly are responsible for cutting the penetration and furnishing and installing acoustic sealants to maintain the assembly's rating.

5.13. Inspections.

5.13.1. Subcontractor shall notify Contractor when portions of its Work are ready for inspection. The Subcontractor shall furnish the Contractor and its representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

5.13.2. Subcontractor shall coordinate with Contractor for inspections by any required authority needing to inspect the work for permit and code compliance.

5.14. Protection.

5.14.1. Subcontractor shall take necessary precautions to properly protect existing conditions and the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by its operations. Subcontractor shall be liable for any loss or damage to any existing conditions, work in place, or any equipment and materials on the site caused by Subcontractor or any other party for which Subcontractor is responsible. Trade damage

that is not directly assessable to a subcontractor shall be prorated to all subcontractors who had work in the affected area. The costs shall be prorated based on the number of hours worked in the affected areas as indicated in the daily reports or certified payroll reports. When Subcontractor fails to provide daily reports, Subcontractor's total hours of work shall be used.

- 5.14.2. Once the permanent roofing installation has started, Subcontractor shall provide roofing protection at the areas of work and the path from the access point to the work areas that is sufficient to prevent damage to the roof. Subcontractor shall remove all debris and protection upon completion of its work at the roof.

Subcontractor shall provide and maintain protection during site Work for all existing lawns, trees, curbs, gutters, drives, walks, and buildings not noted for removal or repair/replace that is in the areas where Subcontractor's Work occurs.

5.15. Cleaning.

- 5.15.1. Subcontractor shall maintain the areas affected by Subcontractor's Work in a clean, safe, and orderly condition at all times. At the end of each shift, work areas shall be left in a broom-clean condition with no accumulation of debris on floors or other work surfaces. If Subcontractor fails to maintain clean work areas, Contractor may charge Subcontractor for its appropriate share of the clean up costs and a fine of \$500/day until its work areas are cleaned to an acceptable standard.
- 5.15.2. All work benches, cutting stations, tool boxes, tools, and equipment must be neatly organized and maintained at all times. Tools, equipment, cords, and materials shall be organized and properly stored at the end of each shift.
- 5.15.3. Subcontractor is responsible for disposal of hazardous materials it brings onto the site.
- 5.15.4. Dust and airborne debris caused by the Work must be controlled by Subcontractor so it does not contaminate the jobsite and the surrounding streets and properties.
- 5.15.5. Subcontractor is responsible for cleaning and repair of surrounding streets and properties if necessary due to Subcontractor's operations.
- 5.15.6. Subcontractor shall provide at least one laborer dedicated full time to clean up for the duration of Subcontractor's activities on site if Subcontractor has more than 5 persons (direct and tiered) on site (averaged over the Subcontractor's time on-site).
- 5.15.7. Unless otherwise indicated in the Agreement, final cleaning will be performed by others.
- 5.15.8. Upon completion of the Work, Subcontractor shall remove from the site all excess materials, tools, equipment, and temporary structures.

6. TEMPORARY SITE SERVICES

- 6.1. Subcontractors are responsible for providing and maintaining their own field offices and infrastructure which includes the office space, phones, office supplies, radios, etc. **Space is not available on the site.**
- 6.2. Two-way radios are permitted onsite but must be a system approved by the Project Superintendent.
- 6.3. Temporary toilets and handwashing facilities shall be provided by Contractor. However, if these facilities are abused, then the subcontractors shall be responsible to provide their own.
- 6.4. Temporary Water.
 - 6.4.1. Temporary water for construction purposes shall be provided the mechanical subcontractor.
 - 6.4.2. Subcontractor is responsible to provide hoses as needed for its Work. Hoses shall be hung off the ground and floors and labeled with Subcontractor's name at each connection point.

- 6.4.3. Subcontractor shall shut off hose bibs after use. Pressurized hoses shall not be left unattended at any time.
- 6.4.4. Subcontractor shall provide drinking water for its employees.
- 6.5. Temporary Fire Protection.
 - 6.5.1. Temporary fire protection to meet code requirements shall be provided by the fire protection subcontractor.
 - 6.5.2. Fire extinguishers shall be provided by Contractor in accordance with applicable standards and regulations. Subcontractors who are performing work that creates sparks or fire hazards shall provide their own additional fire extinguishers and fire watch related to the activity.
- 6.6. Temporary Electrical.
 - 6.6.1. The following temporary power shall be provided by the electrical subcontractor. Define voltage provided and frequency (every floor, how many access points). Items to consider:
 - 6.6.1.1. Temporary power service to the site including design and permit
 - 6.6.1.2. Tower crane
 - 6.6.1.3. Hoist
 - 6.6.1.4. Self-climbing formwork
 - 6.6.1.5. Concrete pumps
 - 6.6.1.6. Conveyors
 - 6.6.1.7. Dewatering systems
 - 6.6.1.8. Power distribution (skids, spider boxes, voltage and phase, etc.)
 - 6.6.1.9. Temporary lighting – interior and exterior
 - 6.6.1.10. Heating and dehumidification systems
 - 6.6.1.11. Welders
 - 6.6.1.12. Elevators
 - 6.6.1.13. Job shacks
 - 6.6.2. Subcontractor is responsible to provide its own temporary power for items that cannot be supported by the temporary power defined in Section 6.6.1.
 - 6.6.3. Subcontractor shall provide its own cords to distribute power to its equipment.
 - 6.6.4. Cords shall be hung off the ground and floors and kept organized. If they cannot be maintained off the ground and floors, protection shall be provided to ensure they are not damaged.
 - 6.6.5. Cords shall be labeled with Subcontractor's name at each connection point. Cords shall be inspected regularly and marked with compliance. Unused cords shall be neatly stored away from access, egress and main pathways.
 - 6.6.6. Temporary lighting that meets OSHA minimum requirements shall be provided by the electrical subcontractor. Subcontractor shall provide task lighting.
- 6.7. Temporary heat and dehumidification shall be provided by Subcontractor as required for proper installation of its Work.
- 6.8. Scaffolding will not be provided by Contractor. Subcontractors requiring scaffolding are responsible to provide it and coordinate use with Contractor.
- 6.9. Temporary fencing will be provided at the perimeter of the site – see the Site Logistics Plan for locations. Removal of portions of the fence must be approved by the Project Superintendent prior

- to removal. Subcontractor will be responsible for removal and replacement of fencing. At no time will an open portion of the fence be left unattended.
- 6.10. Temporary stairs and ladders will be provided for general access to the work areas for multiple trades. Subcontractors are responsible for provided their own ladders to complete their work.
- 6.11. Temporary guardrails and barricades will be provided by Contractor (define where we will provide these). Temporary removal must be approved by the Project Superintendent prior to removal. Areas where guardrails and barricades are removed will be attended at all times. Guardrails and barricades must be replaced at the end of each shift.
- 6.12. If hazardous safety conditions are created by Subcontractor, Subcontractor is responsible to provide guardrails, barricades, caution tape, and/or signage in these locations, maintain the system during its use, relocate them as the work progresses, and remove them upon completion of the activity. Subcontractor shall review the activities with Contractor before work in those areas begins to coordinate the necessary protection.
- 6.13. Subcontractor shall provide any equipment such as cranes, forklifts, elevated work platforms, scaffolding, lifts, swing stages, etc. required for the installation of its Work. It is Subcontractor's responsibility to protect all surfaces from the use of their equipment and to perform any required repairs and/or cleaning of other installations resulting from use of their equipment.
- 6.14. Cranes and Hoists.**
- 6.14.1. Contractor shall provide the following tower crane during regular working hours.**
- 6.14.1.1. Make and model:
 - 6.14.1.2. See the Site Logistics Plan for location, radius, and capacities.
 - 6.14.1.3. See Attachment E Schedule for the erection and dismantling dates.
 - 6.14.1.4. Hook height:
 - 6.14.1.5. Tie-backs will be located on the following levels:
 - 6.14.1.6. Contractor shall provide the crane operator, rigger, and bellman.
 - 6.14.1.7. Subcontractor shall provide its own rigger and rigging. The bellman will not provide rigging or rig loads but will have the authority to reject loads not properly rigged.
 - 6.14.1.8. Use of the crane shall be scheduled with the Project Superintendent.
 - 6.14.1.9. Overtime or off-hours use of the crane will be charged to Subcontractor at \$XXX/hr along with the cost of the operator and bellman.
- 6.14.2. Contractor shall provide the following man and material hoist during regular working hours.**
- 6.14.2.1. Make and model:
 - 6.14.2.2. See the Site Logistics Plan for location.
 - 6.14.2.3. See Attachment E Project Schedule, for erection and dismantling dates.
 - 6.14.2.4. Inside dimensions are:
 - 6.14.2.5. The maximum capacity is
 - 6.14.2.6. The tie-backs will be located on the following levels:
 - 6.14.2.7. Overtime and off-hours use of the crane will be charged to Subcontractor at \$XXX/hr.
- 6.14.3. If materials or equipment cannot be accommodated by the hoisting facilities provided above or will not arrive before the hoisting facilities are removed, Subcontractor shall provide its own means of hoisting and will coordinate it with the Project Superintendent.**

- 6.15. **Elevated Work Platforms.** Scaffolding, lifts, swing stages, or any other elevated work platforms will not be provided by Contractor. If required to perform Subcontractor's Work, Subcontractor shall provide it, coordinate its use with the Project Superintendent, protect existing conditions, and remove upon completion.
- 6.16. In the event Subcontractor uses Contractor's equipment, materials, labor, supplies, or facilities, Subcontractor shall reimburse Contractor at a predetermined rate, as otherwise stated herein, or at the fair market rate if not so predetermined or stated. Further, Subcontractor assumes all responsibility for physical damage to such equipment, materials, labor, supplies, or facilities used by Subcontractor or its agents, employees, or permittees. In the event Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all related acts or omissions of Contractor's employees. Subcontractor accepts any and all of Contractor's equipment, materials, supplies, or facilities as furnished, "as is," and with all faults and defects, and uses the same at its risk and without any recourse or remedy whatsoever against Contractor for any claim, suit, action, fine, penalty, liability, cost, expense, or damage of any kind Subcontractor may incur, directly or indirectly, as a result of the use, including misuse, or any fault or defect.

7. CLOSE OUT

- 7.1. A pre-punch list shall be generated by Subcontractor for its Work ten (10) working days before the architect's punch list. It shall be organized by room, location within a room, and then by assembly or system. This list shall be updated every three (3) days until all work is completed. If Subcontractor fails to provide the pre-punch list in the required time or fails to accurately update the pre-punch list, Contractor shall have the right do so and charge Contractor \$1,000 per occurrence.
- 7.2. Draft close-out submittals shall be submitted either eight (8) weeks before the project substantial completion or three (3) weeks before completion of Subcontractor's Work, whichever is earlier. This includes warranties, operational and maintenance data, as-built documents, and any other items required by the Subcontract Documents. Documents shall be submitted in the format, media, and quantities as required by Contractor. Subcontractor shall confirm submission requirements with Contractor prior to submitting them.
- 7.3. Testing and training schedules shall be submitted by system or component at least four (4) weeks prior to project substantial completion.
- 7.4. Final close out submittals shall be submitted at least four (4) weeks before project substantial completion.
- 7.5. Attic stock materials shall be delivered to the site on a separate delivery at the project's substantial completion. The delivery date shall be coordinated with Contractor's Project Manager. All material must be new and in unopened packaging and transmitted, inventoried, and approved by Contractor prior to acceptance.
- 7.6. All close out documentation shall be submitted and approved by Contractor and Owner prior to release of final payment.