

ATTACHMENT C – GENERAL SCOPE OF WORK

The "Attachment C and C.1" constitutes a portion of the 'Agreement' between the Contractor, BNBuilders, and the Subcontractor named above, for the referenced project. Subcontractor is to provide all supervision, labor, materials, tools, transportation, and equipment necessary for a complete installation of the project scope in the contract documents and as further clarified below.

This contract document shall be utilized in conjunction with the Subcontractor Master Contract as referenced on the Project Agreement as well as the Executed Owner contract. Where a conflict may occur between these documents the more stringent shall apply. Subcontractor shall require each sub-subcontractor and or any tiered vendors under their control to be bound by these terms and agreements.

SUBCONTRACTOR REVIEW ACKNOWLEDGEMENT

Subcontractor acknowledges by signing this contract that the documents listed below have been reviewed and accepted without revision and all requirements will be complied with as they apply to this project.

BNB QUALITY CONTROL PLAN

BNB CORPORATE SAFETY PLAN

SUBCONTRACTOR SUBMITTAL ACKNOWLEDGEMENT

Subcontractor acknowledges by signing this contract that the submittals, including but not limited to the following, are due to BNBuilders within ten (10) calendar days of contract award:

- SCHEDULE WORK ACTIVITY BREAKDOWN (w/hours by activity)
 - PAYMENT SCHEDULE OF VALUES
 - INSURANCE CERTIFICATE
 - PERFORMANCE & PAYMENT BONDS (if required)
 - PROJECT SPECIFIC SAFETY & ACCIDENT PREVENTION PLANS
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ALTERNATES, UNIT PRICES AND ALLOWANCES:

- See Attachment C.1
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SPECIFIC CLARIFICATION OF SCOPE (Including but not limited to):

- See Attachment C.1
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SPECIFIC EXCLUSIONS:

- See Attachment C.1
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SUBCONTRACT SUPPLEMENTARY CONDITONS:

ARTICLE 1 – THE SUBCONTRACT DOCUMENTS

1. Refer to other portions of the contract documents.

ARTICLE 2 – MUTUAL RIGHTS AND RESPONSIBILITIES

2. Refer to other portions of the contract documents.

ARTICLE 3 – CONTRACTOR (Location Specific)

3. BNBuilders, Inc. is signatory to the following union and/or labor agreements:

a. LIST UNIONS PER OFFICE/LOCATION HERE

Subcontractor shall employ only union labor for work performed at the job-site normally performed by the above-listed trade unions.

ARTICLE 4 - SUBCONTRACTOR

4.2.3 Execution and Progress

- a. Subcontractor will be required to provide the appropriate project management and supervision throughout the duration of the project. Subcontractor will not change supervision during the performance of this scope of work without the written consent of BNBuilders.
 - i. During periods of on-site activity (including sub-tier work), Subcontractor shall have the appropriate supervision who is accessible by the GC and has full authority to make decisions for the subcontractor regarding cost and schedule issues and capable of coordinating with other subcontractors and GC.
 - ii. It is the responsibility of the subcontractor to ensure communication of all safety and work place rules to the subcontractor employees and subcontractors shall provide employee's onsite who are fluent in the language necessary to communicate at all times.
- b. General administrative requirements include, but are not limited to, the following:
 - iii. Subcontractor daily reports are to be turned in the morning of the following 'business day' and weekly planning progress reports are to be turned in on the Friday of the 'report' week. Crew hours must be tracked daily and totaled with previous work hours.
 - iv. Subcontractor is required to attend and participate in weekly subcontractor meetings and OAC meetings as directed by BNBuilders.
 - v. Subcontractor will be required to attend periodic 45 minute to 1 hour long pull plan schedule meetings. GC will provide advanced notice of meeting for you to prepare your tasks, manpower and logistic plans. This meeting will be a collaborative planning session for you to present your ideal schedule needs for discussion. We as a team will coordinate with all other trades to achieve the best plan based on all the contractors needs as well as the overall need of the project milestones.
 - vi. Subcontractor's representative is required to turn in a 6 week look-ahead schedule every Thursday morning. BNBuilders will send out the updated look-ahead schedule every Tuesday morning. Subcontractor's on-site representative will attend the weekly jobsite progress meetings.
 - vii. All deliveries need to be scheduled in advance with the BNB superintendent, unscheduled delivers may be subject to being denied entry to site if it is not properly coordinated and interferes with a previously coordinated event or delivery.
 - viii. Subcontractor shall ensure that all employees, suppliers, and subcontractors are informed of and have agreed to be bound by the terms and conditions of the

- Subcontractor's executed NDA, if required, prior to being informed of any project specifics and/or employment on-site.
- c. Includes all labor necessary to provide a complete installation of work under this scope of work. Installation shall be performed for all materials provided under this agreement. Supervision shall be supplied for crews while on-site with a dedicated contact person available at all times while crews are installing.
 - d. All items within this agreement shall apply not only to the Subcontractor for which this agreement has been executed with, but it shall also apply to any of the Subcontractor's sub tiers (of any level), suppliers, and or material men which the Subcontractor pays in performance of this Agreement
 - e. Submittal of shop and installation drawings, as required by the specifications, shall be submitted per the project schedule, and in a manner, which does not delay its approval or installation. All materials and components shall be as specified by the contract documents.
 - ix. BNBuilders will review the Subcontractor's submittals, such as Shop Drawings, Product Data and Samples, but only for conformance to the appropriate Scope of Work established by the Contract Documents. Any notations, comments, or dimensions indicated on these submittals are for information only and are not to be construed as substitutes for the Subcontractor's own verification of dimensions and coordination with preceding, following and adjoining work; nor do they modify or waive any of the Subcontractor's contractual responsibilities or requirements as set forth in the Contract Documents.
 - x. Subcontractor shall identify lead times for any all materials listed within the submittal and submit their information in a manner which does not delay the work.
 - f. Within 10 days of subcontract award, Subcontractor shall prepare and submit a detailed schedule for the work which coordinates with the project schedule for approval by BNBuilders. It is the responsibility of this Subcontractor to provide all resources and material required to adhere to the master project schedules and short interval schedules.
 - xi. Subcontractor shall provide a total of the estimated hours, per major work activity prior to their first payment.
 - g. Provide necessary mobilizations as required to complete work per BNBuilders schedule.
 - h. Subcontractor is responsible for layout as necessary to complete the work. BNBuilders will provide gridlines only.
 - i. Subcontractor is responsible for all field measurement as necessary to properly detail, fabricate, stage, erect and install work under this scope of work.
 - j. Unless otherwise noted or directed, all Work shall be completed in accordance with each manufacturer's recommendations and/or directions for best results. 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.
 - k. Storage of materials on site shall be coordinated with the GC's Project Superintendent.
 - xii. Laydown space will be made available at the sole discretion of the GC. Subcontractor shall coordinate and manage deliveries as needed or on a just-in-time depending upon the direction of the GC.

- xiii. If stock piling of materials is approved by the GC for within the building, then the Subcontractor shall confirm will licensed engineer that loading will not jeopardize the structural integrity of the building and or elevated deck.
- l. Offsite storage, if required, will be the responsibility of the Subcontractor, including transportation, handling, rent, and insurance.
- m. Subcontractor is responsible for the security of all materials stored both on and off site.
- n. Subcontractor is responsible for receiving, off-loading, storage and protection of equipment and materials supplied under this agreement.
- o. Subcontractor agrees to abide, follow and implement BNBuilders Quality Control Plan as it relates to its work activities.
- p. Subcontractor will make preliminary site visits prior to installation of components to verify conditions are acceptable to begin installation. Proceeding with installation after site inspection indicates acceptance of substrate and site conditions.
- q. Subcontractor shall be responsible for protecting finished surfaces while performing their scope of work.
- xiv. Subcontractor is responsible for damage to surrounding materials and finishes as a result of their work. Subcontractor will be required to repair or pay for repairs because of subcontractor's negligence.
- xv. Trade damage shall be assessed to the party responsible wherever possible. Trade damage not claimed or directly assessable to a subcontractor shall be prorated to all subcontractors which had work in the affected area. The prorated ratio shall be determined by the number or work hours performed by the subcontractor in the affected area and that shall act as a percentage against the cost of repairs. Zoning shall be by building interior, exterior, and site unless otherwise agreed to in writing. Hours shall be tabulated from daily reports and or certified payroll. In cases in which the subcontractor fails to provide daily reports Contractor shall utilize subcontractor's total hours of work.
 - Example of Subcontractors in Affected Area; Drywall is damaged in the hallway. Subcontractors working on the interior of the building were electrical, mechanical, painters, floor covering, and drywall/ACT trades. Those trades would be responsible for the non-assessable costs. Subcontractors not responsible would be exterior or site work subcontractors or subcontractors work which was completed prior to drywall.
 - Example of Hours Calculation; Subcontractor "A" had 22 hours of work in the building. Resulting trade damage not directly assessable was \$1,000, and the total of all subcontractor hours within the building was; 1,150-man hours. The total cost of un-assessable trade damage Subcontractor "A" is responsible for is 1.9% or \$19 dollars.
- r. Crew parking will be responsibility of the Subcontractor. Parking will not be allowed in the dirt areas without prior approval from the GC as well as means for the trade contractor to clean up the track out and repair the grade if disturbed.
- s. Subcontractor shall adhere to any CMP and or site logistic plan which has been submitted to the AHJ and subsequently approved for the project. Subcontractor shall not deviate from this plan.
- t. Subcontractor is required to provide proper coordination between other associated trades to ensure a complete and compatible installation of all components and materials. Requests for change order(s) related to lack of interdisciplinary trade coordination will not be considered.

- u. Subcontractor specifically agrees to perform any premium time or shift work necessary to maintain the construction schedule, including final tie-ins, adjustments, and testing unless the delay is solely caused by others. All premium time must be conducted during the work week or Saturday. Sunday will only be permitted if Subcontractor has worked premium time during immediately previous work week and immediately previous Saturday. Each subcontractor is responsible for providing supervision during premium hours of their sub-tiers. BNBuilders is required to maintain supervision on-site during off hour activities. Supervision shall be billed at \$125/hr. for off hours work.
- v. Any delay caused directly by Subcontractor or their forces (i.e., equipment, material suppliers, 2nd tier subcontractors, management and office response, supervision or lack thereof, etc.) which results in additional field and/or management costs being incurred by BNBuilders, either internally or by the project Owners, will be passed along to that subcontractor via deductive change order.
- w. The standard work hours for this project are tentatively scheduled for 7:00 AM through 3:30 PM Monday to Friday. Any request for work outside these times, or off-hour shifts, shall be made in writing and as part of Subcontractor's work plan. BNBuilders reserves the right to change the hours for both the standard shift and off-hour shift to best suit the majority of work underway and to minimize impact to the community.

4.2.4 Lean Construction Principles

- a. 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.
 - I. 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.
 - II. 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.
 - III. 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.
- b. This project will implement modularization and prefabrication of building assembly systems in an effort to improve the quality of finished products and the efficiency and safety of onsite work. A fully coordinated building information model will assist in reviewing the shop and fabrication drawings of particular systems to determine opportunities for prefabrication of multi-trade assemblies and modularization of single trade building assemblies

- c. To streamline QA/QC activities and tracking of non-conforming work, Subcontractor shall secure its own license for PlanGrid (www.plangrid.com). BNBuilders will assist with training and implementation needs at the project level.
- 4.3 Permits, Fee, Notices, and Compliance with Laws
- a. The Owner will obtain and pay for the general building permit. Subcontractor shall be responsible for obtaining and paying for all other permits, licenses, and fees necessary to complete its work under this agreement.
 - b. Trucking delivery times may be restricted by the city, the AHJ, or BNB. Any trucking permits required to make deliveries are the Subcontractor's responsibility.
 - c. Subcontractor will comply with all federal, state, and local safety laws, regulations, ordinances, and requirements, including without limitation, OSHA, Cal/OSHA, and the California Penal Code (as applicable).
 - xvi. Any employees of the Subcontractor who may have regularly scheduled unsupervised access to children shall be subject to a Fingerprint Background Check through the California Department of Justice Live Scan Program and through the Federal Bureau of Investigation before General Contractor permits them to have such access to children. The cost for record checks shall be included as part of this contract.
 - xvii. 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 under California Penal Code section 11165.2, the physical injury or death of a child under California Penal Code section 189 or 240 (except motor vehicle violations under California Vehicle Code Section 2100), sexual exploitation of a child under California Penal Code section 311.3, sexual offenses under California Penal Code sections 261-269b where a minor is a victim, promoting prostitution of a minor under sections 261. and 266h, the sale or purchase of a minor child under California Penal Code section 236, or violation of similar laws of another jurisdiction. Subcontractor and General Contractor shall remove from the work site any employee or individual who has engaged in such actions or who the Owner reasonably considers objectionable.
- 4.4 Safety Precautions and Procedures
- a. Subcontractor agrees to abide, follow, and implement the requirements and guidelines of BNBuilders 'Freedom from Danger' Safety Plan as it relates to its work activities.
 - i. BNB safety guidelines will be strictly enforced. Any safety violation will result in one written warning. A second infraction will result in permanent removal from the jobsite.
 - b. Subcontractor shall develop and submit the required project specific safety plan and accident prevention plan ten (10) working days PRIOR to starting work on site.
 - c. Subcontractor is responsible for providing all safety equipment required to perform their work. Employees without proper safety equipment will not be allowed on the project site.
 - ii. If an employee is on-site and does not have the required PPE, BNBuilders may provide that employee with the following at the rate listed: Hardhats - \$75/EA, Safety Glasses - \$50/EA, Safety Vest - \$400/EA, Gloves - \$50/EA. All other items will be billed at cost plus 100% mark – up. We will track employees by obtaining their information, sending the info to Subcontractor and passing on these costs as a deductive change order to the overall contract value on a weekly basis.
 - d. **All Foreman onsite must have a valid OSHA 30 Hour Certification**
 - e. Subcontractor shall enforce strict discipline and good order among the employees and other persons carrying out the work, including observance of any drug testing and all

- smoking, tobacco, drug, alcohol, parking, safety, weapons, background checks, sexual harassment and other rules governing the conduct of personnel at the project site.
- f. All 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 PPE at start of stretch. Failure to regularly attend these meetings will result in the GC imposing a \$100 daily fine. This will be where all required safety announcements and meetings will be held. The lead from each crew will be asked to give a very brief description of that crew's tasks for the day and the main hazards that others need to be aware of.
 - g. All subcontractors are required to participate in BNBuilders first day orientation. Orientation shall be scheduled at the discretion of the superintendent. It will be in the morning at 7:15 AM. BNBuilders requires 48-hour notice prior to needing an orientation. This orientation will include a safety orientation video (45 minutes long) and review of the site-specific safety concerns. Employees will be required to sign the safety sheets at the conclusion of the orientation. Follow up orientation may be required depending on Subcontractor's safety performance during the course of the work.
 - h. Subcontractor shall provide at least one site safety inspection of the site per week while Subcontractor's activities are occurring on-site.
 - i. Subcontractor is to provide Job Hazard Analysis (JHA) for each activity of work. JHA's are to be reviewed by the Subcontractor's employee's and are required to be signed by each employee prior to starting the work activities. Once the JHA is complete it is to be turned in and reviewed by Site Superintendent
 - j. Safety systems installed by others shall not be altered without prior written authorization from BNBuilders. By receiving consent from BNBuilders, Subcontractor agrees to alter and replace safety systems to its original condition at no additional costs to BNB or Owner.
 - k. Subcontractor is responsible to provide adequate barricading, caution taping, and signage to protect others from injury or interfering with the Subcontractor's activities. Subcontractor is required to review the area to be protected and the level of protection with BNBuilders during pre-construction meeting and in the weekly coordination meetings. Subcontractor is required to maintain the system during its use, relocation as work progresses, and removal at the end of the activity.
 - l. Subcontractor is responsible for utility shut-down procedures. These procedures shall be applied to both existing and new utilities as required by this project.
 - i. All required shut downs of operating utilities must be scheduled with the Contractor, at least two weeks for minor, and four weeks for major shutdowns, prior to requested shut down date. All overtime required by the Utility shutdown shall be the responsibility of the subcontractor requiring such shutdown.
 - ii. Subcontractor shall be responsible for repair or replacement of utilities indicated on the documents and or located prior to Subcontractor's work, which are damaged by the subcontractor.
 - iii. Subcontractor shall take all actions necessary to minimize the impact of damage to unknown and unidentified utilities and shall call for any and all necessary locates prior to beginning work. Subcontractor shall not be held responsible for damage to unknown utilities.
 - m. Subcontractor is responsible for providing proper ventilation where they are generating noxious fumes or harmful dust.
 - n. Fall protection measure shall be implemented as designated in the BNBuilders Freedom from Danger Safety Plan. Monitor system is not acceptable.

4.5 Cleaning up

- a. Cleanup shall be performed on a daily basis. Subcontractor is responsible for providing and emptying their own waste cans, tipplers, etc. and haul-off large bulky debris (boxes, crates, etc.) created by work performed under this scope. Failure to maintain a clean work area will result in BNB cleaning up for you and back charging the cost of expended labor accordingly. The level of acceptance shall be as follows, no loose material on the ground, no piles of debris or dirt on concrete floors or finished surfaces, all garbage removed from the building / site as it accumulates, at a minimum it must all be removed at end of shift. All work benches, cutting stations, tool boxes must be neat and organized and have a garbage bin adjacent to them always. Cut offs must be swept consistently throughout the day. Nothing shall track out of the individual work areas at any time. All tools and equipment shall be neatly organized and maintained always. All material shall be stored on pallets, carts, racks or other methods to allow for easy maneuvering by pushing, pulling, forklift or pallet jack. Each trade contractor will be graded daily on cleanliness and organization. Failure to consistently meet the above standards will result in \$500 a day fine until the situation is corrected to acceptable standard.
- b. All cords and hoses shall be hung off the ground and neatly organized always. All cords shall be labeled with the responsible company's name at each connection point. All cords shall have all required markings indicating compliance with all inspection requirements. All unused cords shall be rolled up and stored neatly away from access egress and main pathways. It is never acceptable to run over cords and hoses with equipment without proper protection, subcontractor shall provide all necessary protection to ensure they are protected from equipment.
- c. Subcontractor shall be responsible for clearing of debris and residue deposited on public, existing site roads, and this project's site roads as result of executing this scope of work.
- d. Subcontractor shall provide at least one laborer dedicated full time to cleanup for the duration of the subcontractor's activities under this agreement if the Subcontractor has more than 5 persons (direct and tiered) on-site (averaged over the Subcontractor's time on-site).
- e. Failure to perform cleanup (after 24-hour notification) will result in the Contractor performing those duties on the Subcontractor's behalf and processing a deductive change for the costs associated. Rate for cleanup activities shall be performed at \$105 per man hour plus materials and equipment.
- f. Tools, equipment, cords etc. shall be organized and stored properly at the end of each shift.

4.11 Contract Closeout

- a. A pre-punch list will be required to be generated by the Subcontractor for its own work and its associated sub-tiers. This shall be provided to BNBuilders no later than ten (10) days before architects and engineers punch list. This list shall be provided in an organized format which shall be; by room, location within room, and then by assembly/system. This list shall be updated no later than every three (3) days or as deemed necessary by the project team until its completion. If the Subcontractor fails to provide this list within the noted time and or fails to accurately update their pre-punch items, then BNBuilders shall have the right to perform this work and update the list as required. Each punch walk, and subsequent update of the list shall be back-charged at an amount of \$1,000 per occurrence.
- b. Testing and training schedules shall be submitted by system and or component no later than four (4) weeks prior to substantial completion.
- c. Turn-over packages;

- i. A draft turn-over package shall be submitted eight (8) weeks prior to projects substantial completion or three (3) weeks prior to completion of Subcontractor's work, whichever is earliest.
- ii. Documents shall be submitted in a format and organized as requested by BNBuilders. Subcontractor shall confirm submission requirements prior to submitting documents.
- iii. All final closeout documentation shall be submitted at least four (4) weeks prior to substantial completion.
- iv. Closeout documentation must contain at a minimum; all warranty, operational and maintenance data, as-builts, and any other information required by the contract documents. Number of copies, format, and media, shall be confirmed with BNBuilders prior to submission

ARTICLE 5 – CHANGES IN THE WORK

- 5.4 Subcontractor specifically agrees to notify BNBuilders in writing to situations or circumstances that could delay work or give cause for claims for time extensions and/or additional cost prior to their occurrence and no later than as detailed in the Contract Documents. Documentation of delay and/or claim via daily report is not acceptable and Subcontractor specifically acknowledges this.
- 5.5 Additional pricing for any items requested by the Owner or BNBuilders shall be prepared in a manner which allows for a detailed and thorough understanding of the cost associated with the work. This shall require Subcontractor to provide quantity take-off information, productivity rates, sub tier quotes, material quotes, equipment rates, and labor rates. Subcontractor shall not apply any additional mark-ups to changes which are not identified in the overhead and mark-up sections below.
- 5.6 All requests for charge order pricing shall be submitted directly to BNBuilders for review and evaluation, no later than ten (10) days from the request for pricing unless otherwise indicated. Failure to meet this timeline shall prohibit Subcontractor from recovering any additional costs for this work.
- 5.7 Extra work authorizations and / or additional pricing request
 - a. Any work undertaken via an "extra work ticket" or "extra work authorization" (EWA) shall only be valid if it's acknowledged by a project manager (PM) from the Contractor in writing. Superintendents, foreman, or field craft personnel are not authorized to acknowledge any extra time and or material tickets submitted by Subcontractor. BNBuilders may assign another individual other than the PM to acknowledge EWA's but will only do so via a no cost change order to this contract. This person will not be changed via verbal communication.
 - b. All EWA's which are acknowledged by the Contractor must be followed up with all associated pricing no later than ten (10) days from the date of the Contractor's acknowledgement; otherwise the extra work ticket is void.
 - c. EWA's shall not combine unrelated work activities nor shall they combine multiple days of work for the same activity without prior written consent by the Contractor.
 - d. EWA pricing shall clearly describe the additional work being performed, which shall include at a minimum: the area the work was performed, the date and time the work occurred, a detailed listing of all materials and equipment utilized to execute the work, named person who performed the work, and itemized markups as allowed in the sections below. The EWA must also describe what the work is in reference to such as; RFI, ASI, CCD, or another responsible party who caused the work to occur. Without adequate information provided on the EWA, the Contractor has no means to assign proper

responsibility for the associated costs and therefore shall have no responsibility to reimburse the Subcontractor for any associated costs.

- e. All extra work needs to be submitted with the BNBuilders Cost Issue number on the EWA proposal. This number will be given by the project manager upon request. All requests without an associated Cost Issue number will not be valid.

ARTICLE 6 – CLAIMS AND DISPUTES

6.1 Refer to Owner Agreement for Owner Claims and Disputes.

ARTICLE 7 – TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

7.1 Refer to Owner Agreement for Termination, Suspension or Assignment of the Subcontract by the Owner.

ARTICLE 8 – THE WORK OF THIS SUBCONTRACT

8.1 Refer to "Specific Clarification of Scope" section of this document for requirements of this subcontract agreement.

ARTICLE 9 – DATE OF COMMENCEMENTS AND SUBSTANTIAL COMPLETION

9.1 Refer to other portions of the Contract Documents.

ARTICLE 10 – SUBCONTRACT SUM

10.2.2 Refer to "Alternates, Unit Prices and Allowances" section of this document for requirements of this subcontract agreement.

10.2.3 All rates shall include, but are not limited to, the following; all wages, OSHA/CalOSHA/DOSH/ADA, fees, job supervision costs, administration costs, profit, overhead, taxes, burdens, fringes, insurance, dues, safety, consumables, training, truck charges, etc.

10.2.4 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 contractor) 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 to the Owner of any kind on this project. No Fee shall be due, however, for direct settlements of Subcontractor claims by the Owner after substantial completion.

- a. Unless specified within the Owner Contract Documents, the fee shall be limited in all cases to the following:
 - i. Subcontractor shall receive 10% of the costs of any materials supplied or work properly performed by Subcontractor's own forces.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. None of the fee or mark-up percentages in this section shall be compounded.

- vi. Small tools (above \$500 but less than \$1,000) and general safety shall not exceed 1.5% of labor costs.
- vii. Tool or equipment rented via a third party shall be paid at actual invoiced amount. Equipment owned and then rented to the project via the subcontractor shall not exceed 75% of the fair market purchase value as established by The Rental Rate Blue Book by Data Quest as modified by the Caltrans Labor Surcharge & Equipment Rental Rate Book (if applicable). Mobilization and standby costs shall not be charged for equipment already onsite.
- b. Cost of change in insurance or bond premium:
 - i. Subcontractor's liability insurance: the actual cost (expressed as a percentage submitted with the certificate of insurance and subject to an audit) of any changes in the Subcontractor's liability insurance arising directly from the change work; and
 - ii. Public works bond: The actual cost (expressed as a percentage submitted with evidence of bond ability and subject to audit) of the change in the Subcontractor's premium for the statutorily or contractually required performance and payment bond arising directly from the changed work.
 - iii. Upon request the Subcontractor shall provide the Owner with supporting documentation from its insurer or surety of any claimed cost.
- c. Miscellaneous mark-up and percentages

ARTICLE 11 – PAYMENTS (Location/State Specific)

11.1.11 This project IS IS NOT subject to the provisions of the California Prevailing Wage Law (Labor Code Section 1720, et seq.).

- a. If applicable, Subcontractor agrees to fully comply with the Prevailing Wage Law, and any applicable rules or regulations, and any amendments to those statutes, rules, and regulations. Subcontractor understands and agrees to pay its employees the applicable prevailing wages as required by the Prevailing Wage Law. Subcontractor also agrees to comply with California Labor Code sections 1775(b)(2), (3), and (4), and 1777.7(e), with respect to each lower-tier subcontractor, including, but not limited to: monitoring each lower-tiered subcontractor's compliance with the Prevailing Wage Law and use of apprentices, taking necessary corrective action to halt or rectify any failure by a lower-tier subcontractor to pay the specified prevailing rate of wages or to employ the required number of apprentices, and obtaining the affidavit required by Labor Code sections 1775 and 1777.7 before making final payment to the lower-tier subcontractor.
 - b. If required, a list of the prevailing wage rates as required per California Labor Code section 1720 et seq., and as furnished by the State of California Department of Industrial Relations, can be obtained at the following web site: <https://www.dir.ca.gov/oprl/2019-1/PWD/index.htm> or the Office of the Director - Research Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774.
 - i. Certified payroll shall be provided for all non-supervisory trade personnel performing work on-site. Electronic copies of this information shall be provided via e-mail to BNBuilders.
 - c. As required by California Labor Code section 1726, Subcontractor shall report any suspected violations of the Prevailing Wage Law to the California Labor Commissioner.
- 11.1.11.1 Within two weeks of subcontract award, Subcontractor shall prepare and submit a detailed Schedule of Values for approval via GCpay (www.gcpay.com). Once approved you will submit all Applications for Payment via GCPay.com. Each application for payment is due via GCpay by the 20th of each month. Subcontractors will receive all

notifications via email from GCPay.com for any billing activities. Subcontractor billing paperwork is provided online at GCpay.com and included in your Attachment B. Please see Attachment B for instructions for on GCPay.

- 11.1.11.2 All subcontractors will maintain as-built drawings onsite. BNBuilders will inspect these drawings in conjunction with the pay application process. Failure to keep as-built drawings up to date will result in withholding of payment by BNBuilders.
- 11.1.11.3 Progress payments for materials stored off-site will be made per conditions of the prime contract, and as approved by the Owner, and by protecting the Owners interests by segregating – labeling, and by transferring title to the materials and or equipment billed for. In no event, will the incremental billings be approved for the total value of the supply portion of the contract prior to materials / equipment being delivered to the project site.

ARTICLE 11.3 – FINAL PAYMENT

- 11.3.1 Refer to the Owner Agreement for Final Payment requirements of the Owner.

ARTICLE 12 – INSURANCE AND BONDS

- 12.1.1.1 Subcontractor shall provide an insurance certificate with required named additional insureds, insurance limits, and endorsements forms per the requirements in the Attachment A PRIOR to starting work on site. Certificates of Insurance are uploaded to MyCOI.com for review and approval. Instructions for MyCOI are included with your Attachment A.
- 12.2.1.1 Performance and Payment Bonds, naming BNBuilders as Obligee, in the amount of 100% of the Bid Package contract value including change orders IS IS NOT required to be provided by Subcontractor. Bonds must be rated A- or better by an AM Best Surety Company. Bond forms shall only be per Attachment H, AIA Document A312. If required, Bonds and Insurance Certificates are required to be submitted to the GC within 10 days of contract award and prior to any work being performed on site.

ARTICLE 13 – TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

- 13.2 Subcontractor will be responsible for any cranes, non-standard forklifts or dedicated forklifts, elevated work platforms, scaffolding, lifts, swing stages, etc. required for the installation of their work. It is the 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. If the BNBuilders forklift is required outside of the normal site hours, it shall be billed at \$350/hr. (including operator) for unloading and moving subcontractor's material.
- 13.3 Temp toilets will be provided by the Contractor.
- 13.4 Temp construction water source will be provided by the Contractor. Subcontractor shall be responsible for hoses (as needed) and for shutting off hose bibs so that no pressurized hose will be unattended during non-working hours. Subcontractor is responsible for distribution of drinking water to their own forces.
- 13.5 Electrical subcontractor shall provide temporary lighting per OSHA standards along with temp power distribution to points (including spider boxes) as directed by BNBuilders. All task lighting is the responsibility of the Subcontractor.
- 13.6 Temp power for small tools will be provided to areas of the project. Cords and distribution for individual task work items is the responsibility of Subcontractor. Extraordinary power requirements shall be the responsibility of the Subcontractor.
- 13.7 BNBuilders will provide recycling bins and dumpsters, which Subcontractor may utilize for debris that is non-hazardous; 'use' will be at the Project Superintendent's discretion.

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- 13.8 Subcontractor is responsible for any temporary on-site infrastructure needs required to support its work. This could include trailers, phones, office supplies, radios, etc.
- 13.9 Subcontractor shall provide temp heating, as deemed necessary for its work.
- 13.10 Subcontractor agrees that Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion. Should Contractor allow use of its equipment and or its operator by Subcontractor, Subcontractor agrees that such operator shall be considered as the agent or servant of the Subcontractor and the Subcontractor shall be solely responsible for the acts of such operator during the time of the equipment use, and this shall also include returning equipment to storage yard or parking of said equipment at completion of activity. Subcontractor shall make a thorough inspection in writing to the Subcontractor's satisfaction as the physical condition and capacity of equipment as well as the competency of the operator, there being no representations or warranties by the Contractor with reference to such matters. Subcontractor waives any and all claims against Contractor relating to the use by the Subcontractor of Contractor's equipment or operators.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

- 14.1 Refer to other portions of the Contract Documents.

ARTICLE 15 – ENUMERATION OF SUBCONTRACT DOCUMENTS

- 15.1 Refer to other portions of the Contract Documents.

END OF DOCUMENT