

#### 1. General Items

SUBCONTRACTOR acknowledges that he has visited the site and is familiar with the existing site conditions. As applicable to his Work SUBCONTRACTOR shall comply with the preservation of site assets, as required by the Contract Documents. Prior to starting any work, the SUBCONTRACTOR shall review all job conditions and shall immediately notify the CONTRACTOR, in writing, of any interference, unacceptable conditions, or prior defective work provided by others that would effect the proper and timely execution of the SUBCONTRACTOR's work.

Eating is prohibited on the construction site except in the designated areas to be provided, or other areas as approved by the CONTRACTOR. Under no circumstances is eating in the building allowed. No drink cans or glass containers will be allowed in the building.

AM/FM radios, tape players, MP3 players, Ipods, etc., are not allowed on the site.

No smoking or use of smokeless tobacco products is permitted in the building.

### 2. Staffing.

The SUBCONTRACTOR shall provide a minimum of one (1) full time project superintendent experienced in his respective trade. The SUBCONTRACTOR's superintendent shall be capable and have authority to make decisions regarding costs, manpower, and schedule. The SUBCONTRACTOR shall obtain approval of his job management personnel prior to their assignment to the Project. Supervision and management personnel of the SUBCONTRACTOR shall not be changed without prior approval of the CONTRACTOR after written request by the SUBCONTRACTOR.

The SUBCONTRACTOR shall employ experienced, competent personnel who have been trained in their specific trade and they shall perform their duties in a workmanlike manner.

### 3. Schedule

Refer to "Attachment C" for the initial Project Schedule. Use this schedule as a reference for sequencing of work. Actual days of start of specific tasks may vary per the CONTRACTOR's direction.

SUBCONTRACTOR is responsible for beginning their specific scope of work in accordance with the CONTRACTOR's project schedule. Failure to begin work on the date required by the CONTRACTOR does not constitute a time extension to the SUBCONTRACTOR's contractual work durations. If the SUBCONTRACTOR fails to meet the duration indicated in the project schedule the SUBCONTRACTOR must work with a full crew all overtime/nights/weekends to get the schedule back on track. These durations may be accelerated if required to meet the overall construction schedule at no extra cost to CONTRACTOR.

#### 4. Deliveries & Storage

The SUBCONTRACTOR shall coordinate and schedule, prior to delivery of all such materials, with the CONTRACTOR's Superintendent in order to maintain site access and minimize interferences in work areas. The SUBCONTRACTOR agrees to receive all his materials and store them in areas designated by the CONTRACTOR. Storage space may not be available in the building, and the SUBCONTRACTOR shall be responsible for proper protection (and security) of all materials stored on site. The SUBCONTRACTOR will relocate his materials, at the discretion of the CONTRACTOR, if the material location interferes with the work of other SUBCONTRACTOR's or the CONTRACTOR.

The SUBCONTRACTOR agrees to receive all his materials and store them in areas designated by the



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CONTRACTOR. Prior to shipping any materials that will be stored on site, the SÜBCONTRACTOR shall submit a schedule for all such materials which provides the following information:

- a. The description of the material.
- b. Value of the materials, including invoices.
- c. Approximate area/volume (sf/cy) required for storage of this material
- d. Approximate date materials will be delivered to the Project.
- e. Duration material will be stored.

The SUBCONTRACTOR shall coordinate and schedule, prior to delivery of all such materials, with the CONTRACTOR's Superintendent in order to maintain site access and minimize interferences in work areas.

## 5. Authorities Having Jurisdiction

The SUBCONTRACTOR shall coordinate, in a timely manner, all city, county, state, or other required inspections.

#### 6. Coordination

The SUBCONTRACTOR acknowledges that his Work must be coordinated with the work of other trades and further agrees to coordinate his shop drawings, details, and submittals with those of other trades to ensure proper installation of all materials.

### 7. Protection of Work

The SUBCONTRACTOR shall protect his own Work and materials adjacent to his work until accepted by the CONTRACTOR or the Owner and shall be responsible for either repairing, or the expense to repair, any damage caused by the performance of this Subcontract Work. In the event damages occur to existing work and is unidentifiable to a specific trade, all repairs and replacement costs will be distributed equally to all trades working in that area. The SUBCONTRACTOR will provide temporary enclosure for the protection of his work.

#### 8. Licenses

The SUBCONTRACTOR shall provide the CONTRACTOR a copy of his state, county, and/or local licenses, if such licenses are required to perform this Subcontract Work.

## 9. Contract Documents.

The SUBCONTRACTOR is responsible for obtaining sets of drawings and specifications as required for the performance of his Work, at the SUBCONTRACTOR'S Cost.

The Subcontract Agreement will constitute the sole agreement between the CONTRACTOR and the SUBCONTRACTOR. All previous quotations, proposals, and/or agreements will be considered null and void.

It is the intent of these documents that the SUBCONTRACTOR furnishes, for the Work outlined in the Scope, a "complete and finished product" for the Owner to the full extent required by the Contract Documents. Therefore, any component, labor, and/or equipment necessary to complete this work are deemed included as part of the Work of this SUBCONTRACTOR and included in the price quoted unless specifically excluded by the Contract Documents or this Document. All work performed must be in strict accordance and compliance with the Contract Documents.



#### 10. Material Testing

The SUBCONTRACTOR shall coordinate and assist in all testing and inspections. Initial cost for testing laboratory shall be by others. Cost for re-test due to noncompliance shall be borne by SUBCONTRACTOR.

### 11. Blocking

The SUBCONTRACTOR shall furnish and install all blocking required for proper mounting and securing of any equipment, fixture, and device included in this subcontract. All blocking is to be fire retardant treated, unless otherwise specified.

## 12. Clean-Up.

SUBCONTRACTOR will clean-up on a daily basis and deposit in dumpsters on jobsite provided by the CONTRACTOR, all waste, dust, dirt, and debris resulting from its operation, and remove from jobsite all surplus materials and equipment in connection with the Work as directed by the CONTRACTOR. In the event the SUBCONTRACTOR fails to complete he requested clean-up on the first normal work day following notification, SUBCONTRACTOR agrees to accept all cost incurred by CONTRACTOR in having this work performed for him and to have such costs deducted from the amount of the Subcontract. SUBCONTRACTOR will clean-up and remove from the site all hazardous materials resultant from the performance of his Work. No Hazardous materials will be deposited in the CONTRACTOR's furnished dumpsters. SUBCONTRACTOR will be responsible to daily the exterior perimeter of the site (including adjacent streets) of any trash, dirt, or residue resultant from its performance of the Work of this Subcontract.

Daily clean up including floor sweeping per the direction of the CONTRACTOR's superintendent. If the CONTRACTOR is forced to clean up for SUBCONTRACTOR, a \$500.00 minimum cost will be back charged to the SUBCONTRACTOR.

The SUBCONTRACTOR shall take precautions necessary to prevent the tracking of mud or other debris onto existing paved areas on a daily basis. The SUBCONTRACTOR will also be responsible for all vendors who will be delivering to the jobsite for the SUBCONTRACTOR. Failure to comply with this requirement will result in street cleaning charges, and appropriate charges will be deducted from the Subcontract Amount.

#### 13. Quality Control

SUBCONTRACTOR is aware of the Quality Control required by the Contract Documents. SUBCONTRACTOR will provide all quality control and management required for his Work by the contract Documents. SUBCONTRACTOR will cooperate with and provide all items necessary for the CONTRACTOR and Owner to perform their Quality Control and management functions, as provided in the Contract Documents.

As a quality control measure, each SUBCONTRACTOR's general foreman shall read and initial Section (s) of the Specifications that pertain to the SUBCONTRACTOR's Work. Evidence of the SUBCONTRACTORs general foreman's reading and understanding the Specification section (s) and of its contents will be indicated by the general foreman's initials on the Index of the Specifications and shall be submitted to the CONTRACTOR as a required condition precedent to the SUBCONTRACTOR's first payment.



#### 14. Scaffolding

The SUBCONTRACTOR shall provide all scaffolding, shoring, bracing, hoisting, unloading, handling, and transportation required for the proper performance of this Subcontract. The SUBCONTRACTOR shall provide a written engineer's report regarding any safety and capability concerns for scaffolding, shoring, bracing, hoisting, unloading, and transportation, if requested by the CONTRACTOR.

### 15. Hoisting

The SUBCONTRACTOR acknowledges the fact that the Project will not have a material and/or personnel hoist. The SUBCONTRACTOR is responsible for all material handling and personnel access to all required work areas.

#### 16. Temporary Utilities and Facilities

The following Temporary Construction Utilities and Facilities are to be furnished by the following SUBCONTRACTORs:

<u>Temporary Water Supply</u> – Installation and maintenance by plumbing SUBCONTRACTOR to locations as approved by CONTRACTOR.

<u>Temporary Water Distribution for SUBCONTRACTORs</u> - by each SUBCONTRACTOR as required to complete his work and as approved by CONTRACTOR

Temporary Enclosure - by each SUBCONTRACTOR requiring the protection of his work.

Temporary Heating - by each SUBCONTRACTOR requiring temporary heat for his work.

<u>Temporary Electrical Power</u> - Installation and maintenance by electrical SUBCONTRACTOR as required for the construction phase of the work and as approved by the CONTRACTOR. Temporary Electricity will be as specified by the Contract Documents. Special electrical power equipment or power to equipment in isolated areas for the SUBCONTRACTORs' use will be the responsibility of the SUBCONTRACTOR. The SUBCONTRACTOR must provide for electrical hook-up of his office trailer and jobsite camera for the temporary service provided in a central location at the trailer complex.

<u>Temporary Lighting</u> - Installation and maintenance by electrical SUBCONTRACTOR as approved by the CONTRACTOR. Temporary Lighting will be as specified by the Contract Documents and OSHA requirements.

<u>Temporary Toilets</u> – Facilities will be provided by the CONTRACTOR. If facilities are abused and not maintained due to negligence of any SUBCONTRACTOR, the cost for any services or repairs to correct will be deducted from all SUBCONTRACTORs on site.

<u>Temporary Telephones</u> - SUBCONTRACTORs will not be allowed to use CONTRACTOR's jobsite office telephone without specific permission.

<u>Temporary Utility Consumption Costs</u> - Consumptions costs for Temporary Water and temporary Electrical systems provided by the plumbing and electrical SUBCONTRACTORs will be paid by the CONTRACTOR.



SUBCONTRACTOR is advised that temporary use of the site for office trailers, storage trailers, site storage, and the like is at the sole discretion of the CONTRACTOR. All costs of the SUBCONTRACTOR's site office trailer, storage trailers, etc., including the installation and consumption costs of temporary electrical, water, and/or telephone for them, shall be the responsibility of each individual SUBCONTRACTOR.

The CONTRACTOR will provide a source of water for SUBCONTRACTOR's use. The SUBCONTRACTOR shall provide containers and distribute all drinking water and related supplies for the use of his personnel.

#### 17. Notices

SUBCONTRACTOR must receive written authorization (email or fax) from the CONTRACTOR's project manager for any change in scope. Direction from anyone besides the project manager (including the owner and the CONTRACTOR's superintendent) does not constitute a change order. Request for additional compensation shall not be considered without this prior written approval.

## 18. Inspection and Acceptance

The SUBCONTRACTOR will be responsible for thoroughly inspecting all surfaces to receive his work in order to ensure such surfaces are properly prepared to permit the required level of quality for the completed work. Upon acceptance, the SUBCONTRACTOR is responsible for the true, level, and plumb application of the Work. The SUBCONTRACTOR shall immediately notify the CONTRACTOR of all unacceptable areas.

## 19. Jobsite Meetings

The SUBCONTRACTOR will be required to attend and participate in regularly scheduled Project meetings which will be held weekly at the jobsite. All Principal Supervisory personnel shall attend these meetings.

## 20. Safety

Each SUBCONTRACTOR working on the Project will be required to perform his work in strict accordance with the requirements of OSHA, the Owner/CONTRACTOR agreement, CONTRACTOR's safety program and other codes and standards as they may apply. Each SUBCONTRACTOR shall be responsible for a complete safety program governing the employees and work of the subcontract. This program shall be reviewed with the CONTRACTOR prior to starting work on site. Barricades, lanterns, and shoring will be required and shall be provided for by each SUBCONTRACTOR performing any excavation work. Attendance of SUBCONTRACTOR at Safety Meetings held by the CONTRACTOR at the CONTRACTOR's discretion is mandatory. Any and all cost related to safety involving the SUBCONTRACTOR and its employees will be the sole responsibility of the SUBCONTRACTOR.

This project at minimum requires that hard hats and safety glass be worn at all times with no exceptions. This is a mandatory PPE requirement.

All SUBCONTRACTORs, its employees, and sub-SUBCONTRACTORs are required to comply with all OSHA rules and regulations. If the CONTRACTOR is fined due to the negligence or partial negligence of the SUBCONTRACTOR, its employees, or sub-SUBCONTRACTORs, all associated cost will be the responsibility of the SUBCONTRACTOR.

Perimeter safety cables and/or barricades at floor openings and elevator shafts will be provided for the safety of all trades work on the project. If any cable or barricade needs to be removed by a SUBCONTRACTOR while performing his scheduled work in a specific area, it shall solely be that

SUBCONTRACTOR's responsibility to maintain and replace any/all of the cables or barricades to their original condition, immediately after finishing his work or at the end of the work day, whichever is



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necessary and appropriate. In the event SUBCONTRACTOR fails to comply with any provisions of this subparagraph and/or subcontract, SUBCONTRACTOR shall bear all costs, liability, and damages, fees, levies, etc., including, at CONTRACTORS' sole discretion and without notice, any and all costs of performance of this Work by CONTRACTOR, without limitation, arising from his negligence or non-performance of this contract.

### 21. Safety - Ground Fault Protection

SUBCONTRACTOR agrees with, and shall comply with, OSHA Regulations Subpart K - Electrical 29 CFR 1926.404(b) (1) (I) (ii) Ground Fault Circuit Interrupters (GFCI). SUBCONTRACTOR shall utilize GFCI for his employees. When or if GFCI are not provided by the electrical SUBCONTRACTOR, SUBCONTRACTOR shall provide same. This applies to all temporary electrical, as well as permanent, 115-120 volt single phase/15-20 ampere circuits.

## 22. Safety - Drug Free Jobsite

SUBCONTRACTORs shall maintain a drug-free workplace. SUBCONTRACTOR shall have and maintain a drug testing (drug screen) program for all employees assigned to the project, a required by the CONTRACTOR. The drug testing program may be the SUBCONTRACTOR's own program, but in any case, shall be at the discretion of the CONTRACTOR.

### 23. Site Security

Each SUBCONTRACTOR will be responsible for the security of his own stored material, trailers, work, equipment, tools, etc. If any portion of the fencing needs to be removed by a SUBCONTRACTOR while performing his scheduled work in a specific area, it shall solely be that SUBCONTRACTOR's responsibility to maintain and replace and all of the fencing to original condition, immediately after finishing his work or at the end of the work day, whichever is necessary and appropriate. In the event SUBCONTRACTOR fails to comply with the provisions of this subparagraph, SUBCONTRACTORs shall bear all costs, liability, and damages, without limitation, arising from his negligence, including, at CONTRACTOR's sole discretion and without notice, any/all costs of performance of this work by CONTRACTOR.

## 24. Legal Compliance

It is SUBCONTRACTOR's responsibility to make certain that all of its Work performed under the Subcontract Agreement is in accordance with all applicable laws, statutes, ordinances, codes, and regulations. SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority with jurisdiction over the performance of the work. SUBCONTRACTOR shall pay, promptly, all fees, taxes, deposits, charges, penalties, or interest that may be claimed against or paid by Owner/CONTRACTOR due to any failure to comply with any such laws, statutes, ordinances, codes, or regulations (including those pertaining to permits, licenses, or notices). SUBCONTRACTOR shall comply with all applicable provisions of the Clean Water Act and any applicable Trench Excavation Statutes.

Employees of the SUBCONTRACTOR and/or SUBCONTRACTOR are not to discuss the project with the Owner.

A valid commercial CONTRACTOR's license shall be maintained by the SUBCONTRACTOR for the duration of the project per the local requirements.

This contract may be cancelled by the CONTRACTOR for convenience at any time.

The SUBCONTRACTOR waives any claim for consequential damages arising out of or relating to this Subcontract, including but not limited to, any consequential damages due to either party's suspension or termination of the Subcontract.



## 25. Project Signs

Project signs or advertisements of any nature shall not be installed on the jobsite or structure without written permission of CONTRACTOR and the Owner.

### 26. Samples, Submittals, and Shop Drawings.

SUBCONTRACTOR will furnish all samples, mix-designs, mock-ups, brochures, shop drawings, colors, schedules, and descriptive literature required for submission to the Architect within ample time to allow for checking and to prevent any delay due to lack of approval. Submittals shall be in strict accordance with Specification requirements and Contract Documents, particularly Specification Section 01300. When submitting shop drawings, submit one (1) reproducible and five (5) prints of each sheet, unless otherwise specified in individual specifications. When submitting samples, submit two (2) of each sample, unless otherwise specified in individual specifications. After approval of shop drawings, SUBCONTRACTOR shall promptly submit to CONTRACTOR corrected "field and file" sepias and prints required for distribution to other SUBCONTRACTORs for construction coordination purposes, per CONTRACTOR's discretion. Furthermore, SUBCONTRACTOR will provide, at his cost, all sets of drawings and documents as required by the CONTRACTOR for as-builts and O&M manuals.

## 27. Parking

SUBCONTRACTORs are advised that parking of privately-owned and company vehicles on the site WILL BE PERMITTED, but is limited, and space is not guaranteed. Onsite parking for vehicles will be coordinated with CONTRACTOR's Project Superintendent.

## 28. Subcontract Close-Out and Operation and Maintenance Manuals

SUBCONTRACTOR will comply with all requirements of the Contract Documents as to Subcontract Close-Out, including, but not limited to, Operation and Maintenance data, system training, and Project Record Documents. See specifically specification section 01700 and each individual specification. SUBCONTRACTOR will be required to submit form which certifies that all systems, equipment, fire stopping components, incorporated products, and the like furnished by SUBCONTRACTOR are complete and operations for the purpose for which said system or product were intended.

## 29. Substitutions.

SUBCONTRACTOR maintains that all its products and materials are in accordance with the Project Documents. Any substitutions must be submitted in writing and in a timely manner so as not delay the schedule of the work, and shall be in strict accordance with Contract Documents, specifically Specification Section 01631.

## 30. Reporting and Documentation

SUBCONTRACTOR further agrees to submit, in a timely manner, any and all report forms, programs, etc., including, but not limited to:

- a. Daily Reports
- b. Site Specific Safety Program
- c. MSDS Sheets (Job Specific)
- d. Accident/Injury Report
- e. Any other report, data, or response that is required by CONTRACTOR

SUBCONTRACTOR shall fill out CONTRACTOR's Daily Report form and submit to the jobsite office no later than 9:00am each day for the previous day's work.



## 31. Record Documents

A record set of Project Documents will be kept, in accordance with the provisions of the Project Manual, in the CONTRACTOR's jobsite office and will be identified as Record Documents Set. Any changes within the scope of Work shall be recorded on the Record Document set by the SUBCONTRACTOR making the change. The change will be noted in a legible, concise, and explanatory manner in red or blue ink so as to allow further markings and notations to be made adjacent to the note. These drawings shall be delivered to the CONTRACTOR upon completion of the Work and shall be furnished on disk in .PDF format along with hard copies of all as-built, operations and maintenance documentation

All such changes shall be recorded on the Record Set by the SUBCONTRACTOR with in twenty four (24) hours of the change being accomplished in the field. The Record Document Set will be reviewed monthly by the CONTRACTOR's project manager or superintendent to ensure compliance with this requirement. Any SUBCONTRACTOR not keeping a current record of his changes on the Record Document Set will be subject to having all Progress Payments and Final Payments withheld until all changes have been recorded and the Record Document Set is current, accurate, and satisfactory to CONTRACTOR.

#### 32. Schedule

Refer to "Attachment C" for the initial Project Schedule. Use this schedule as a reference for sequencing of work. Actual days of start of specific tasks may vary per the CONTRACTOR's direction.

SUBCONTRACTOR is responsible for beginning their specific scope of work in accordance with the CONTRACTOR's project schedule. Failure to begin work on the date required by the CONTRACTOR does not constitute a time extension to the SUBCONTRACTOR's contractual work durations. If the SUBCONTRACTOR fails to meet the duration indicated in the project schedule the SUBCONTRACTOR must work with a full crew all overtime/nights/weekends to get the schedule back on track. These durations may be accelerated if required to meet the overall construction schedule at no extra cost to CONTRACTOR.

#### 33. Corrective Work

The SUBCONTRACTOR shall be responsible for the touch-up of paint on steel, fireproofing, or patching of any concrete as the result of the attachment of the clips, hangers, supports, and any other similar items in the performance of the work.

Unless such notice is given, the SUBCONTRACTOR shall be barred from making any claims and shall be responsible for any damage caused by the correction of his work. The SUBCONTRACTOR, upon notice, shall correct all deficiencies in a timely manner before proceeding with the next sequence of Work.

## 34. Layout

The SUBCONTRACTOR shall be responsible for all field engineering and layout of lines and grades which are required for the proper performance of this Subcontract. The CONTRACTOR shall provide one (1) benchmark at each floor and one (1) control line running parallel with each major "lettered" column lines and one (1) control line running parallel with each major "numbered" column lines.