

ADDENDUM NO. 5

WTCC Fire and Rescue Training Center

Prepared by:



Date of Issue: June 2, 2025

THE FOLLOWING ITEMS TAKE PRECEDENCE OVER THE REFERENCED PORTION OF THE BIDDING DOCUMENTS FOR THE ABOVE REFERENCED PROJECT AND IN EXECUTING A CONTRACT SHALL BECOME A PART THEREOF.

1. **Summary of Addendum #5:**

A. **CM General Requirements Manual (Dated 06/02/2025):**

- Revised CM General Requirements Manual

- **Revised Bid Due Date: Tuesday, June 24, 2025 by 2:00 PM EST**

- Related: Additional assistance / directions / map provided sealed bid delivery process.

Important Note to All Bidders:

On your Form of Proposal (aka the bid form), please be sure to acknowledge all Samet-issued Addenda issued to date have been received, reviewed and incorporated into your sealed bid proposal as applicable to your scope. Addenda to date are as follows:

Samet Addendum #1 – Dated April 18, 2025

Samet Addendum #2 – Dated May 2, 2025

Samet Addendum #3 – Dated May 12, 2025

Samet Addendum #4 – Dated May 16, 2025

Samet Addendum #5 – Dated June 2, 2025

END OF ADDENDUM NO. 5



Construction Manager General Requirements Manual

Wake Technical Community College

Fire and Rescue Training Center

CM Gen Reqs
Manual thru
Addendum #5
6/2/2025



CONSTRUCTION MANAGER:
Samet Corporation
5430 Wade Park Blvd, Suite 110
Raleigh, NC 27607



OWNER:
Wake Technical Community College
4723 Advantage Way
Raleigh, NC 27603



ARCHITECT:
HH Architecture
1100 Dresser Court
Raleigh, NC 27609



CIVIL ENGINEER:
NV5
3300 Regency Parkway
Cary, NC 27518

INDEX TO CONSTRUCTION MANAGER GENERAL REQUIREMENTS MANUAL

PREPARED BY: SAMET CORPORATION

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NOTICE TO BIDDERS / ADVERTISEMENT FOR BIDS (Addendum #5 updates, 06/02/2025)

Wake Technical Community College – Fire and Rescue Training Center

- Samet Corporation as Construction Manager for Fire and Rescue Training Center will receive sealed bid proposals from **Prequalified Bidders** at **2:00pm on Tuesday, June 24, 2025** for the Trade Packages enumerated below.
- On Bid Day - Sealed bids shall be addressed to Samet Corporation and will be received at the **Wake Tech East Campus, Building C, deliver bids to the first-floor auditorium space called room EC-104 located at 5401 Rolesville Rd, Wendell, NC 27591 (maps attached to help with exact delivery / opening location)**. At the time enumerated above all sealed bids received will be opened publicly and read aloud. Please be early; any bids received after 2:00 PM EST on **06/24/2025** will be rejected and will not be opened. It is the responsibility of bidders to turn in their bid on time and at the correct location as per the instructions provided.
- Prior to Bid Day - Sealed bid proposals may be delivered to **Samet Corporation's Raleigh office located at 5430 Wade Park Blvd, Suite 110, Raleigh, NC**. "Early bird" sealed bid packages may be delivered during regular business hours, from 8 AM to 5 PM Monday through Friday.
- Regardless of when and where you deliver, all proposal packages must be in a sealed envelope clearly marked with your company name, address and contact person, the project name, and the bid package(s) included in your bid.
- Bidders are strongly encouraged to include opportunities for minority business participation wherever possible in their respective bid submission. Minority Business is a part of this contract and must comply with the State of North Carolina General Statutes. The CM and owner reserve the right to reject all proposals.
- Should you need additional information, contact Zach Anderson (zanderson@sametcorp.com) or Corey Shearer (cshearer@sametcorp.com).

BUILDING TRADE PACKAGES:

01A Final Clean
01B General Trades
03A Cast-in-Place Concrete
04A Masonry
05A Structural Steel, Metal Fabrications
07A Waterproofing

07C Metal Roofing & Metal Panels
08A Doors, Frames, & Hardware
08D Overhead Doors
09A Drywall, Framing, Insulation
09K Epoxy Flooring
09M Painting and sealed Concrete
10A Toilet Partitions & Accessories, Visual Display, FP Specialties
10B Signage
13A Special Construction (Fire Panels & Brick)
21A Fire Protection
22A Plumbing
23A HVAC
~~23B HVAC & Plumbing Combination~~
26A Electrical & Fire Alarm
31A Earthwork, Storm Drainage, Erosion Control, & Site Utilities
31B Earthwork, Storm Drainage, Erosion Control, Site Utilities, Asphalt Paving, Curb & Gutter Combination
32A Site Concrete
32C Asphalt Paving, Curb & Gutter
32D Fencing
32E Landscaping

PRE-BID CONFERENCE MEETING

A Pre-Bid Conference will be held virtually at 9:00am **on April 17th 2025.**

Questions from all interested bidders or their sub-subcontractors will be clarified during this meeting. The attendance at this Pre-bid Conference is not mandatory, but all attendance is encouraged by the Construction Manager.

The Pre-Bid Conference Meeting is also to identify preferred brand alternates and their performance standards that the Owner will consider for approval on this project.

In accordance with General Statute GS 133-3, Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances. Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.

Justification of any approvals will be made available to the public in writing no later than seven (7) days prior to bid date.

PROJECT LOCATION / SCOPE

The aforementioned bid packages are part of the construction of the Fire and Rescue Training Center. Bid packages being solicited at this time consist of all packages/trades for the construction of the project.

BIDDER PREQUALIFICATION PROCESS

In accordance with N.C. General Statute 143-129, all bidders must be prequalified by the Construction Manager in order to submit a sealed bid proposal for this project. All 1st tier subcontractors or suppliers are required regardless of current standing with Samet Corporation to complete this prequalification process. When requested by Samet Corporation, all trade subcontractors previously prequalified or not must submit updated financial statements, surety's letter of bondability, reference / bonding ability confirmation letter from surety agent (if applicable) and certificate(s) of insurance in order to remain prequalified by Samet Corporation. This prequalification process starts by completing the "Samet Standard Prequalification" via Trade Tapp / Building Connected here. Once completed, all Trade Partner's prequalification status will remain effective for 16 months after the date of the most recently submitted year-end financial documents.

Additional steps to the process are as follows:

- Each Trade Partner shall pay close attention to the Project Specific Prequalification Form, found on Building Connected under Bid Form, with respect to potential bonding, insurance and previous experience requirements, all of which may be a key component of becoming a prequalified Trade Partner.
- Samet's Standard Prequalification and the Project Specific Prequalification Form must be received by Samet **on or before 5:00pm on May 1st 2025** **May 16th, 2025**. Failure to submit this information on or before the aforementioned date and time may result in your company not being prequalified by Samet, thus not allowing the company to participate in the bid process.
- Bidders with questions regarding the prequalification process are encouraged to contact Andrew Gotschall via email at agotschall@sametcorp.com.
- Upon submission of all required documents via Trade Tapp / Building Connected, a Samet Prequalification Specialist will review for approval. Each Subcontractor /

Supplier will be notified by Samet of its qualification status no later than three (3) business days following the expiration of the Prequalification Period.

SELECT TRADE PACKAGE BONDING REQUIREMENTS

Prequalified bidders **for select bid packages** shall be **capable of providing** a Payment and a Performance Bond to the Construction Manager in the sum equal to 100% of their Subcontract Amount. The surety / bonding company must be licensed to do business in the State of North Carolina. **Trade packages requiring bonding are enumerated below and are further defined on the Subcontractor / Supplier Supplemental Qualification Form. Prior to Subcontract Award, the Construction Manager reserves the right to require a Performance and Payment Bond(s) on any Trade Package defined below. Additionally, the Construction Manager shall require a Performance and Payment Bond(s) of any prospective bidder who was informed of this requirement during the Subcontractor Prequalification Process as a condition for prequalification approval. Should a Performance and Payment Bond(s) be required, the Construction Manager shall request the cost of the Performance and Payment Bond(s) prior to Subcontract Award.**

~~01A Final Clean~~

~~01B General Trades~~

~~03A Cast-in-Place Concrete~~

~~04A Masonry~~

~~05A Structural Steel, Metal Fabrications~~

~~07A Waterproofing~~

~~07C Metal Roofing & Metal Panels~~

~~08A Doors, Frames, & Hardware~~

~~08D Overhead Doors~~

~~09A Drywall, Framing, Insulation~~

~~09K Epoxy Flooring~~

~~09M Painting and sealed Concrete~~

~~10A Toilet Partitions & Accessories, Visual Display, FP Specialties~~

~~10B Signage~~

~~13A Special Construction (Fire Panels & Brick)~~

~~21A Fire Protection~~

~~22A Plumbing~~

~~23A HVAC~~

~~23B HVAC & Plumbing Combination~~

~~26A Electrical & Fire Alarm~~

~~31A Earthwork, Storm Drainage, Erosion Control, & Site Utilities~~

~~31B Earthwork, Storm Drainage, Erosion Control, Site Utilities, Asphalt Paving, Curb & Gutter Combination~~

~~32A Site Concrete~~

32C Asphalt Paving, Curb & Gutter
~~32D Fencing~~
~~32E Landscaping~~

SELECT BID SECURITY / TIME LIMITATION

A Bid Security of five percent (5%) of the bid in cash, cashier's check, certified check, or a fully executed Bid Bond is required to accompany each proposal **over the amount of \$300,000 \$500,000**. Bids may not be withdrawn within sixty (60) days after the scheduled bid date and time, except as provided by law.

DRAWING AND SPECIFICATION AVAILABILITY

Complete plans, specifications and contract documents will be open for inspection through SAMET's Internet / Web Based Plan Room as powered by *Building Connected* via issuance of an Invitation to Bid by Samet to the prequalified bidder.

LICENSING

All trade subcontractors must have proper license in accordance with state laws governing **their respective trades** in accordance with General Statutes of North Carolina Chapter 87. General Statutes of North Carolina Chapter 87 will be observed in receiving and awarding all Contracts.

EVALUATION OF BID AMOUNTS

Following the opening of the bids on the pre-determined date(s), the Construction Manager's determination that the low bidder's bid is responsible and responsive and the Construction Manager's receipt of approval from the Owner, the Construction Manager will award each respective trade package to the lowest responsible and responsive bidder. The lowest bid amount will be determined by evaluating the best combination of the pricing received for each bid package with respect to evaluating individual bid package amounts submitted versus combined bid package amounts submitted. For example, if a combination bid package being solicited is submitted and is less than the sum of the individual bid package amounts received for this same work, then the combination package bidder will be named apparent low bidder. This same evaluation process will be employed by the Construction Manager when evaluating bid alternates and various combinations thereof which are accepted by the Owner.

BID PREPARATION

All bids must be submitted on the standard forms provided by the Construction Manager and marked accordingly to identify the Trade Package name being bid. Bids must be

submitted in a sealed opaque envelope with the following marked on the front of the envelope: (1) Bidder Name and Address, (2) Project Name - "Fire and Rescue Training Center" and Trade Package Name (e.g. "32A Asphalt Paving, Curb & Gutter"). Bidders shall be required to review and use complete sets of bid documents to prepare bids. Neither the Construction Manager, Owner nor Designer assumes responsibility for errors or misinterpretations resulting from the use of incomplete bid document sets.

MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES

Minority owned and women owned businesses are encouraged to submit bids for this construction project. Samet Corporation and Wake technical Community College awards public contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined by North Carolina General Statutes, Section 168A-3.

In accordance with N.C. General Statute 143-128.2, Samet Corporation is specifically encouraging participation of Minority or Women Owned Business Enterprises / Historically Underutilized Businesses (MWBE / HUB) on this project. Each prequalified bidder shall make a good faith effort to recruit and select MWBE / HUB companies to participate in this project. As part of the requirements for submitting a bid, each prequalified bidder must submit the proper documentation substantiating their adherence to the requirements depicted within N.C. General Statute 143-128.2 and the bid documents. Bidders who fail to submit the required documents with their bid may result in their bid being rejected by the Construction Manager. Our goal for this project is 25%.

NOTE: The bidder shall include with the bid proposal the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project **and** shall include either **Affidavit A or B** as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Please reference the form of proposal for further direction on the exact items required to be included within your bid.

BIDDER QUESTIONS

All bidders shall note that the Construction Manager and/or Designer shall answer only questions that are submitted in writing via e-mail to the Construction Manager's office. All questions during the bid period shall be directed to the attention of Zach Anderson (zanderson@sametcorp.com) or Corey Shearer (cshearer@sametcorp.com).

Specific questions, when warranted by the Construction Manager will be addressed to all bidders in the form an addendum. **All questions must be received by Samet on or before April 24th 2025 May 8th 2025** All bidders shall note that no questions will be answered regarding any aspect of the project after the expiration of the aforementioned ten (10) calendar day cut off period in order to enable the Construction Manager and/or Designer to issue a final addendum, if necessary, to equitably inform all bidders.

MATERIAL AND EQUIPMENT SUBSTITUTION REQUEST FORMS

Material or equipment substitution requests must be received by Samet on or before April 24th 2025 May 8th, 2025. Following review of the specifications or drawings, any prospective bidder or supplier thereof may submit a Material and Equipment Substitution Request Form directly to the Construction Manager for review prior to sending to the Designer for review and approval. A Material and Equipment Substitution Request Form will be available from Samet upon request and will also be included as part of the Construction Documents. Material and equipment requests shall be submitted on the aforementioned form only and shall be accompanied with any further information necessary to ascertain that the particular product, equipment, etc. is equal to the one(s) specified. Material and substitution request forms may be obtained from or submitted to the attention of Zach Anderson (zanderson@sametcorp.com) or Corey Shearer (cshearer@sametcorp.com). approved material and equipment substitutions will be addressed to all bidders in the form an Addendum.

BID INFORMALITIES

The Construction Manager and/or Owner reserves the rights to accept or reject any or all bids and waive any or all informalities or irregularities in the bid process in order to accept bids in the best interest of the Owner or Construction Manager.

Notice: The above bids are being solicited under N.C.G.S. § 143-128 and 143-129 respectively.

WHO:

Prequalified contractors*

*“Prequalified” means prequalified with Samet and for this specific public project

WHAT:

Sealed bid proposal packages for Samet’s (CMAR) Fire & Rescue Training Center (Project) with Wake Tech Community College (Client)

WHEN:

Complete sealed bid proposal packages are due by 2:00 PM EST, Tuesday, June 24, 2025

WHERE:

Bid Day Delivery Option: On Tuesday, June 24, 2025 8 AM to 2 PM

MAP ATTACHED FOR BID DAY DELIVERY OPTION!

On Tuesday, June 24 (“Bid Day”), sealed bid packages may be delivered between 8 AM and 2:00 PM EST. Prequalified contractors should address their sealed bid proposal packages to **Samet Corporation**. Sealed bid packages will be received at:

**Wake Tech East Campus, Building C, Auditorium EC-104
5401 Rolesville Rd, Wendell, NC 27591**

At the time enumerated above all sealed bids received will be opened publicly and read aloud.

Please be early; any bids received after 2:00 PM EST on 6/24/2025 will be rejected and will not be opened. It is the responsibility of bidders to turn in their bid on time and at the correct location as per the instructions provided.

Early Bird Bid Delivery Option: Business days now through Monday, June 23, 2025

Before Bid Day, sealed bid proposals may be delivered to Samet Corporation’s Raleigh office located at **5430 Wade Park Blvd, Suite 110, Raleigh, NC**. “Early bird” sealed bid packages may be delivered during regular business hours, from **8 AM to 5 PM Monday through Friday**.

Full information and instructions found on the Building Connected site called **“Wake Tech Fire & Rescue Training Ctr (Bid Process)”**. Please review and respond thoroughly.

Call Samet team with any questions:

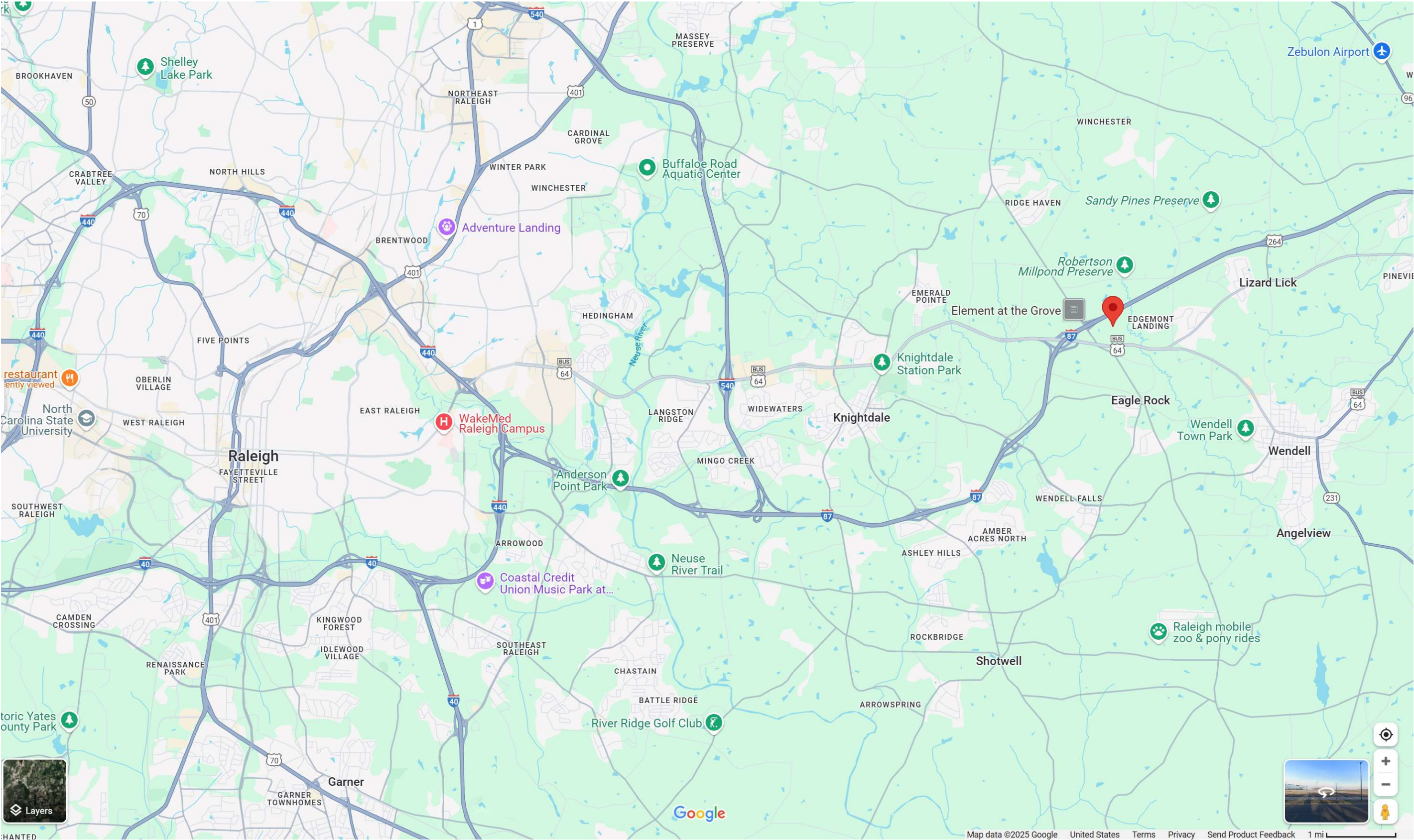
Corey Shearer, Project Executive (919-948-8022)

Andrew Gotschall, Director of Preconstruction (919-671-7090)

Bid Day Delivery: For sealed bid proposal packages delivered on Bid Day, Tuesday, June 24, 2025 between 8:00 AM EST and 2:00 PM EST, please use the following location information:

Wake Tech East, Building C, Room EC-104, 5401 Rolesville Road, Wendell, NC 27591

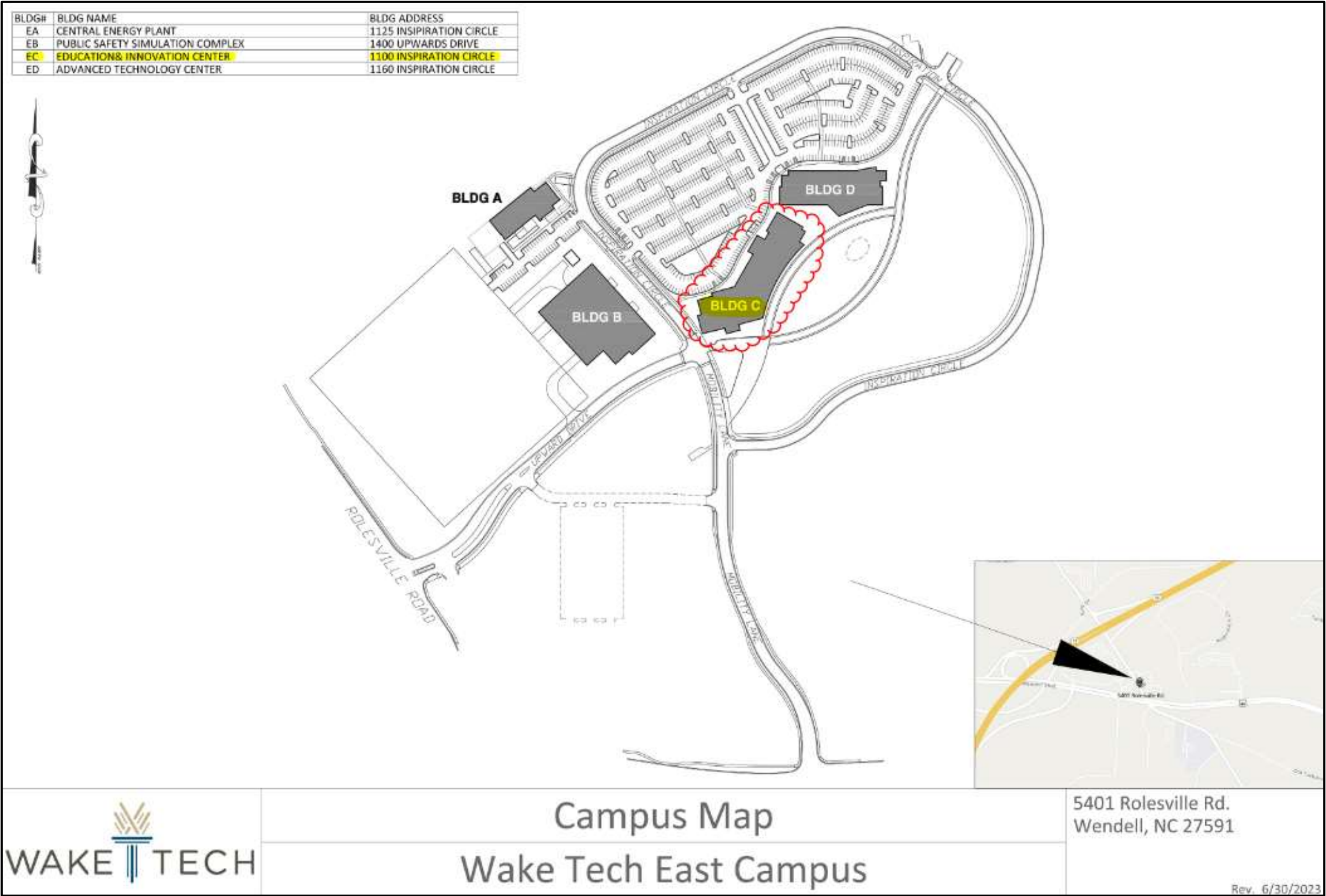
WAKE TECH EAST CAMPUS LOCATION IN REGION:



Bid Day Delivery: For sealed bid proposal packages delivered on Bid Day, Tuesday, June 24, 2025 between 8:00 AM EST and 2:00 PM EST, please use the following location information:

Wake Tech East, Building C, Room EC-104, 5401 Rolesville Road, Wendell, NC 27591

BUIDLING C LOCATION WITHIN WAKE TECH EAST CAMPUS:



PROJECT STATEMENT

NOTICE OF PROJECT STATEMENT

- A. Name of Project:
WTCC Fire & Rescue Training Center
- B. Physical Address of the Project:
5345 Rolesville RD
Wendell, NC 27591
- C. Contracting Body:
Wake Technical Community College
- D. Name of Construction Manager:
Samet
309 Gallimore Dairy Road, Suite 102, Greensboro, NC 27409
- E. The name, phone number, and mailing address of an agent authorized by the Construction Manager to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection(b) of this section:

Douglas A Beane, CFO
Samet Corporation
P.O. Box 8050
Greensboro, NC 27419
(336) 544-2600

- F. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A—26(a) for the construction contract:

Liberty Mutual Insurance
Attn: Surety Claims Department
1001 4th Avenue
Suite 1700
Seattle, WA 98154

Project Name: WTCC Fire & Rescue Training Center
Project #: 23-878



SUBSTITUTION REQUEST FORM

Date: _____

Contractor:

Bid Package #:

Owner: Wake Technical Community College
4723 Advantage way
Raleigh, NC 27603

Architect: HH Architecture
1100 Dresser Court
Raleigh, NC 27609

CM@R: Samet
5430 Wade Park Blvd, Suite 110
Raleigh, NC 27607

Substitution Request Form

CONTRACTOR'S REQUEST, WITH SUPPORTING DATA:

1. Section of the Specifications to which this request applies:
 - I. Product data for proposed substitution is attached (description of product, reference standards, performance, and test data).
 - II. Sample is attached.
 - III. Sample will be sent if requested by Architect.
2. Itemized comparison of proposed substitution with specified product is clearly defined, items that do not fully conform to the specification need to be specifically highlighted or approval may later be rejected due to non-conformance.

	Original Product	Substitution
Name, Brand:	_____	_____
Catalog Number:	_____	_____
Manufacturer:	_____	_____
Significant Variations:	_____ _____	

3. Unit costs of the original product and proposed substitution

\$ _____ per _____ Substitution: \$ _____ per _____

4. State whether cost is for: _____ Material Only or _____ Material Installed

Credit to Owner: \$ _____

Additional Cost to Owner: \$ _____

5. Proposed Change in Contract Time:

Reduce/Increase Contract Time by _____ days.

6. Effect of the proposed substitution on other parts of the Work, or on other contracts:

7. Reason for requesting substitution:

**CONTRACTOR'S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION
TO CONTRACT REQUIREMENTS:**

We have investigated the proposed substitution and:

1. Believe that it is equal or superior in all respects to the originally specified product, except as stated in #2 above.
2. Shall provide the same warranty as required in General Conditions.
3. Shall provide the same special warranty or guaranty as specified.
4. Have included all cost data and cost implications of the proposed substitutions.
5. Shall pay review, redesign and special inspection costs caused by the use of this product.
6. Shall pay additional costs to other contractors caused by the substitution.
7. Shall coordinate the incorporation of the proposed substitution in the Work.
8. Shall modify other parts of the Work as may be needed to make all parts of the Work complete and functioning.
9. Waive future claims for added cost to Contractor caused by the proposed substitution.

Contractor (Signature): _____ Date: _____

Project Name: WTCC Fire & Rescue Training Center
Project #: 23-878



ARCHITECT'S REVIEW AND ACTION:

- _____ Rejected
- _____ Provide more information in the following categories. Resubmit.
- _____ Sign contractor's Statement of Conformance. Resubmit.
- _____ The Proposed substitution is approved, with the following conditions:

The following changes will be made by Change Order number: _____

Addition/Deduction from the Contract Sum: \$ _

Addition/Deduction from the Contract Time: _____ Days

Date

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we,

(Bidder's Name)

_____, of _____ (Street Address)
(City, State, Zip)

Hereinafter called the principal, and

(Surety's Name)

A corporation organized and existing under the Laws of the State of _____,
and authorized to transact business in the State of _____, as Surety, hereinafter
called Surety, are held and firmly bound unto the **Samet and Wake Technical Community college.**

Hereinafter called Oblige, in the Penal sum of five percent (5%) of the amount bid, good and lawful
money of the United States of America, for the payment of which the Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

The Condition of this Obligation is such, that, WHEREAS the Principal has submitted a proposal to
the Oblige on a contract for the construction.

NOW THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter
into a contract with the Oblige in accordance with the terms of such bid, and give such bond or
bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for
the faithful performance of such construction for the prompt payment of labor and material furnished
in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and
give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Oblige
may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void; otherwise to remain in full force and effect.



In witness whereof, we have hereunto set our signatures and seal this _____
day of _____, 20_____, all pursuant to due authorization.

Principal (Seal)

By Surety

By
Attorney-in-Fact in accordance with the attached Power of Attorney

STATE OF _____)

ss:

COUNTY OF _____)

I, _____, a Notary Public in and for the State and County
aforesaid, do hereby certify that _____, and
_____, whose names are signed to the foregoing bond, this day
personally appeared before me in my State and County aforesaid and acknowledged the
same.

Given under my hand seal this _____ day of _____, 20_____.

Notary Public (Seal)

My Commission expires:



**THIS AGREEMENT IS SUBJECT TO ARBITRATION PER APPLICABLE LAW
SUBCONTRACT AGREEMENT**

Contractor:
Samet Corporation

Subcontractor:

Phone:

Designated Representative:

Title:
Phone:
Email:

Designated Representative:

Title:
Phone:
Email:

Subcontract #:
Samet Phase Code:
Samet Job #:

Subcontract Date:
Subcontract For:

Project Name:
Job Site Address:

Subcontract Amount: \$0.00

Project Owner:
Project Architect:
Lien Agent:

Submit Pay Requests to: accts@sametcorp.com

Subcontract Addenda:

Addendum 1 Insurance and Bonds
Addendum 2 Work Rules and Safety Policy
Addendum 3 Application for Payment
Addendum 4 Affidavit of Capital Improvement

Subcontract Exhibits:

Exhibit A Detailed Scope of Work
Exhibit B List of Contract Documents
Exhibit C Project Schedule
Exhibit D MWBE Documentation
Exhibit E Pre-Award Meeting Minutes
Exhibit F Notice of Project Statement

THIS SUBCONTRACT AGREEMENT (hereinafter "Agreement") is made and entered as of the Subcontract Date above, by and between Samet Corporation (hereinafter "Contractor") and the above-named Subcontractor (hereinafter "Subcontractor") and, together Contractor and Subcontractor are hereinafter the "Parties". This Agreement is contingent upon the Contractor entering into a Prime Contract with the Owner and the Owner's approval of the Subcontractor. Subcontractor is not authorized to perform any Work hereunder until this Agreement is signed and returned to the Contractor, along with a current Certificate of Insurance and any required bonds. If Subcontractor begins Work prior to signing this Agreement, such action shall constitute acceptance of all terms and conditions tendered herein. Contractor, however, shall have no obligation to make payment for work performed by Subcontractor without a signed Agreement.



Samet Corporation

By: Sample - Do Not Sign

Name: _____

Title: _____

Date: _____

By: Sample - Do Not Sign

Name: _____

Title: _____

Date: _____

EXAMPLE

TABLE OF ARTICLES

- 1 CONTRACT DOCUMENTS**
 - 2 SCOPE OF WORK**
 - 3 EXECUTION AND PROGRESS OF SUBCONTRACTOR'S WORK, DELAYS**
 - 4 SUBCONTRACT AMOUNT**
 - 5 SUBMITTALS, AS-BUILT DRAWINGS, ELECTRONIC DATA**
 - 6 DESIGN WORK AND PROFESSIONAL SERVICES**
 - 7 WARRANTY**
 - 8 QUALITY, MATERIALS, EQUIPMENT AND CLEAN UP**
 - 9 VERIFICATION OF PROJECT CONDITIONS, APPLICABLE LAW AND CONTRACT DOCUMENTS**
 - 10 SUPERINTENDENCE, COOPERATION, SUBCONTRACTING, PROJECT MEETINGS**
 - 11 MEANS, METHODS AND SAFETY**
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 - 13 PROGRESS PAYMENTS, RETAINAGE, FINAL PAYMENT**
 - 14 SUSPENSION, DEFAULT AND TERMINATION**
 - 15 SUBCONTRACTOR CLAIMS AND DISPUTES**
 - 16 PROTECTION AND CORRECTION OF WORK**
 - 17 DEFENSE AND INDEMNITY**
 - 18 INSURANCE AND BONDS**
 - 19 LABOR**
 - 20 MISCELLANEOUS**
-

The Contractor and Subcontractor hereby agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The Contract Documents consist of:

- (1) this Agreement, including the Exhibits and Addenda identified on page 1 of this Agreement, and
- (2) the Prime Contract between the Owner and Contractor, including all exhibits, attachments, drawings, plans and specifications, and other contract documents enumerated or incorporated therein, along with all Addenda and Modifications to the Prime Contract, which Prime Contract (excluding Contractor's compensation and confidential business terms) shall be kept on file in the office of the Contractor and made available to the Subcontractor for inspection upon reasonable request.

Together, these Contract Documents form this Subcontract. Subcontractor agrees to all terms of this Subcontract. This Subcontract represents the entire and integrated agreement between the Parties hereto and supersedes all prior agreements and representations, written or oral. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. In the event of a conflict between any of the provisions of the Contract Documents, the Subcontractor shall be deemed to have agreed to provide the greater quantity and better quality of work called for in any of the conflicting provisions.

1.2 Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract. To the extent that the provisions of the Prime Contract apply to the Subcontractor's Work, the Subcontractor shall assume toward the Contractor all obligations that the Contractor assumes toward the Owner and any design professionals under the Prime Contract.

ARTICLE 2. SCOPE OF WORK

2.1 Subcontractor agrees to furnish all labor, materials, equipment, and supervision required by **Exhibit A** or reasonably inferable therefrom in order to provide a complete and functioning installation, except to the extent specifically indicated in this Subcontract to be the responsibility of others ("Work"). Subcontractor shall secure and pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work. Subcontractor shall comply with the requirements of all governmental or quasi-governmental authorities having jurisdiction over the Work, including Building Departments, and shall give these authorities requisite notices relating to its Work.

2.2 Subcontractor's Work shall conform to the Plans, Specifications, Drawings and Addenda included in the Contract Documents defined in ARTICLE 1, subject to Modifications, as set forth in **Exhibit B**.

ARTICLE 3. EXECUTION AND PROGRESS OF SUBCONTRACTOR'S WORK, DELAYS

3.1 Time is of the essence of this Subcontract, and any time specified for completion of the Subcontractor's Work or any portion thereof is a material provision of this Subcontract.

3.2 The Schedule is attached to this Agreement as **Exhibit C**. By executing this Agreement, Subcontractor agrees that the sequences and durations reflected in the Schedule are reasonable and appropriate for the completion of its Work and that Subcontractor has taken into consideration all reasonably foreseeable delays and disruptions incident to its Work, including weather conditions, the availability and cost of labor, materials, tools, and equipment, Owner's and Contractor's scheduling requirements, and potential Project congestion caused by simultaneous work of Subcontractor and others.

3.3 Unless otherwise expressly provided in this Subcontract, Subcontractor shall begin its Work in accordance with the Schedule or as otherwise directed in any written notice by Contractor. Subcontractor shall furnish at its own expense sufficient labor, materials, equipment, and supervision to assure proper performance of its Work in strict compliance with

the Schedule. Subcontractor shall diligently and continuously prosecute its Work in an efficient fashion and take all necessary actions to assure completion of the Project within the time specified in the Schedule.

3.4 Subcontractor shall at all times give due consideration to the fact that other work is dependent upon Subcontractor's proper and timely completion of its Work. Subcontractor shall perform and coordinate its Work with that of Contractor and all other subcontractors for the most efficient construction of the Project and at a rate that will not cause delay or disruption to the completion of the Project, or any portions thereof, including portions performed by Contractor or others.

3.5 Subcontractor shall continuously monitor the Schedule and advise Contractor of the status of its progress, including providing updates on its Submittals, and any materials or equipment that may be in preparation or manufacture. Subcontractor shall comply with any schedule and reporting requirements imposed upon Contractor in the Prime Contract and shall furnish Contractor any additional information reasonably required by Contractor during the performance of Subcontractor's Work.

3.6 Subcontractor shall immediately notify Contractor of any circumstances known or reasonably foreseeable which may impact the times and sequences in the Schedule and shall make all requests for time extensions in writing pursuant to the provisions of ARTICLE 15 so as to allow Contractor sufficient time to forward the request to Owner as required by the Prime Contract.

3.7 Subcontractor recognizes that revisions in the Schedule are inherent in the nature of construction. Contractor shall have the right, in its sole discretion, to decide the time, order, priority and other matters relative to the performance and orderly conduct of Subcontractor's Work and to modify the Schedule so as to suspend, delay, resequence or accelerate, in whole or in part, the commencement or execution of Subcontractor's Work, all without additional compensation to Subcontractor. No Schedule modification, suspension, delay, resequencing, acceleration, interference, or inefficiency shall relieve Subcontractor of its duty to perform hereunder.

3.8 Should the Subcontractor's Work be delayed, re-sequenced, accelerated, or otherwise disrupted in any way by the act or omission of the Contractor or other subcontractor, or by any cause beyond the Subcontractor's control and not due to any fault, act or neglect on its part, then the time for completion of Subcontractor's Work ("Subcontract Time") shall be extended for a period equivalent to the time lost by any of the aforesaid causes, as determined by Contractor, provided that Subcontractor provides written notice of the same to Contractor in strict accordance with ARTICLE 15. Such extension of time shall be Subcontractor's sole and exclusive remedy for any such occurrence or occurrences, and Subcontractor shall have no claim for damages against Contractor for any such occurrence or occurrences or the cumulative impact of the same.

3.9 Should Contractor's, or any other subcontractor's, work be stopped or delayed due to Subcontractor's failure to provide sufficient and properly skilled labor, materials, or equipment, or should Subcontractor fail to properly perform its Work in a timely manner resulting in a delay in the Schedule, Contractor shall have the right, in addition to any and all other rights hereunder, upon seventy-two (72) hours' written notice and opportunity to cure to Subcontractor, to (a) employ whatever labor, materials and equipment as Contractor deems appropriate to complete the requirements of this Subcontract, and/or (b) direct Subcontractor to promptly increase its labor force, accelerate its performance, re-sequence Work, increase the number of shifts, work overtime operations, and submit for Contractor's approval a schedule demonstrating the method under which Subcontractor will regain the required rate of progress, and/or (c) take other steps Contractor deems necessary to improve the Subcontractor's rate of progress. Subcontractor shall be responsible for all costs incurred by Contractor in completing the Subcontractor's Work and/or regaining the proper rate of progress of the Subcontractor's Work.

3.10 Subcontractor shall be responsible for and shall reimburse Contractor for all damages suffered by Contractor resulting from delays caused by or contributed to by Subcontractor, including any liquidated damages and other delay damages recovered by the Owner from Contractor, and Contractor's own costs. Contractor shall have the right to reasonably apportion such damages among Subcontractor and any other subcontractor or other party responsible for such damages, and such apportionment shall be binding upon Subcontractor.

ARTICLE 4. SUBCONTRACT AMOUNT

4.1 Contractor shall pay Subcontractor the Subcontract Amount set forth on page 1 of this Agreement, subject to additions and deletions as provided for in ARTICLE 12. The Subcontract Amount includes all transportation tax, sales and use taxes, tariffs, duties, licenses, permits, bonds and inspections, royalties, other taxes or escalation that might accrue through the purchase of materials, and other fees required for the Work, to the extent legally enacted as of the Subcontract Date, whether or not yet effective or merely scheduled to go into effect, and any amounts paid for labor or services by Subcontractor and any employment or other taxes or fringe benefits related thereto.

4.2 To the extent that any materials or equipment to be provided by Subcontractor as part of its Work require an advanced payment prior to fabrication or shipment of materials ("Deposit"), Subcontractor shall advise Contractor in writing of such Deposit prior to execution of this Agreement to allow Contractor to seek Owner's prior approval for payment of such Deposit.

4.3 To the extent that some or all of the Subcontractor's Work is to be performed on a unit price basis, the Subcontract Amount shall be computed in accordance with the unit prices set forth on **Exhibit A**. Unit prices are deemed to include all costs related to Subcontractor's performance of the Work, including, but not limited to, costs of labor,

supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes, and all overhead and profit. Quantities shall be measured by means acceptable to Owner, Contractor and Subcontractor, and if applicable, an independent testing firm hired by Owner.

4.4 To the extent that the Subcontract Amount includes allowances, the allowances shall be as set forth on **Exhibit A**. Allowances shall cover the cost of all materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses associated with stated allowance amounts shall be included in the Subcontract Amount but not in the allowances. Whenever costs are more than or less than an allowance amount, the Subcontract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

ARTICLE 5. SUBMITTALS, AS-BUILT DRAWINGS, ELECTRONIC DATA

5.1 Subcontractor shall prepare and submit to Contractor all shop drawings, product data, samples, test results, installer's instructions, certificates, and other required documents ("Submittals"), and obtain all required approvals, permits, and licenses necessary or required related to the Work with reasonable promptness and in such sequence so as not to cause a delay in the Subcontractor's Work or in the activities of the Contractor or other subcontractors unless agreed to otherwise by Contractor in writing. In no event shall said items be submitted to Contractor later than thirty (30) days following Subcontractor's receipt of the Notice to Proceed or Subcontract Date, whichever occurs first.

5.2 All Submittals shall be made in an electronic media and format acceptable to Contractor with the exception of samples. Contractor's written review and/or approval of Submittals is required prior to fabrication of any items to be furnished under this Subcontract. All deviations by this Subcontractor from the Contract Documents shall be explicitly noted on the reviewed Submittal. Contractor's review and/or approval of any of Subcontractor's Submittals shall not relieve the Subcontractor of any of its duties under the Subcontract nor relieve the Subcontractor of any liability for any deviations from the requirements of the Subcontract. Subcontractor shall provide final "field use" shop drawings incorporating all Submittal comments in electronic and hard copy.

5.3 Subcontractor shall maintain as-built drawings weekly depicting any deviations between its installed Work and the Subcontract and deliver the final as-built drawings to Contractor within fifteen (15) days of completion of Subcontractor's Work. Updates to the Contractor's as-built drawings within the Contractor's field office shall also be maintained by Subcontractor on a weekly or other consistent basis as agreed to by the Contractor.

5.4 In the event the Parties intend to (1) develop, use, transmit and exchange Digital Data on the Project, (2) utilize a centralized electronic document management system on the Project, and/or (3) develop, share, use and rely upon three-dimensional Building Information Modeling ("BIM"), the Parties shall agree in writing upon protocols governing the development, use, management, maintenance, storage, transmission, reliance upon and exchange of such information, which writing shall be known as the "BIM Exhibit" and shall become a part of this Subcontract.

ARTICLE 6. DESIGN WORK AND PROFESSIONAL SERVICES

6.1 Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract or unless required for Subcontractor to provide the services necessary to carry out Subcontractor's responsibilities for its own construction means, methods, techniques, sequences or procedures.

6.2 All designs, calculations, models, schedules or specifications or other design information created for the Project that were created by, for or on behalf of the Subcontractor (collectively, "Subcontractor Design Material") shall be deemed owned by Contractor. Subcontractor hereby assigns all intellectual property rights, including copyrights and rights related thereto, in the Subcontractor Design Material to Contractor. Subcontractor shall obtain similar assignments from its sub-consultants. The Subcontractor Design Material is created for the specific use of Contractor, and any re-use or adaptation of the same for any other project or client of Subcontractor is expressly prohibited without Contractor's prior written approval.

6.3 In the performance of any design work, Subcontractor shall:

6.3.1 perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances;

6.3.2 cause any design or engineering services to be performed as part of Subcontractor's Work to be provided by a properly licensed, qualified and independent design professional for the State in which the Project is located, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional and shall bear the professional's written approval when submitted to Contractor.

6.3.3 give all notices and comply with all Applicable Law;

6.3.4 submit for Contractor's and Owner's approval in accordance with the Schedule, design development documents, working drawings, specified shop drawings and samples, and data and specifications of materials proposed to be incorporated in the Work.

6.4 Subcontractor's design work performed under this Subcontract shall be coordinated by Subcontractor with the design and construction work performed by others outside of this Subcontract. Sufficient plans and specifications prepared by Subcontractor under this Subcontract will be furnished for coordination, construction, and permit purposes. Subcontractor shall provide copies of approved drawings in the form and quality specified by Contractor. Subcontractor

shall notify Contractor and other affected trades of all design development changes in sufficient time to preclude additional costs and conflicts with work of others on the Project. Subcontractor may be liable for the extra costs incurred for its failure to provide such timely notice.

6.5 Subcontractor shall maintain professional liability insurance covering negligent acts, errors and omissions in the performance of professional design or engineering services as set forth on **Addendum 1**.

6.6 The Subcontractor shall include all of the provisions of this ARTICLE 6 into its agreement with any design professional it engages as set forth herein.

ARTICLE 7. WARRANTY

Subcontractor warrants to the Owner and Contractor that the materials and equipment furnished under this Subcontract will be of good quality and new. Subcontractor further warrants that the Work will be executed in strict conformance with the Subcontract, and all Federal, state and local laws, ordinances, rules, regulations, codes and orders of any public authority bearing on the performance of the Work of this Subcontract in effect as of the Subcontract Date ("Applicable Law"), and in the most sound and workmanlike manner and will otherwise be free from defects. Work, materials and or equipment not conforming to these requirements may be considered defective. Subcontractor's warranty obligations shall survive completion of the Project, Owner's acceptance and the making of final payment. These warranties shall be in addition to, and not a limitation of, all other warranties, implied or express, allowed, required or granted by law, the Prime Contract, or other provisions of this Subcontract.

ARTICLE 8. QUALITY, MATERIALS, EQUIPMENT AND CLEANUP

8.1 Subcontractor is responsible for continuously monitoring, planning, establishing, and executing the quality of its Work and that of its employees, lower tier subcontractors and suppliers and shall immediately report any quality issues to Contractor. All Work shall be done to the final approval of Contractor, Architect and/or Owner, and to their decision as to the performance of the Work in accordance with the Subcontract and manufacturer's recommendations. Subcontractor agrees that Contractor, Architect and/or Owner each have the authority to reject Subcontractor's Work that does not conform to the Subcontract. The Owner's or Architect's final decision on matters relating to aesthetic effect shall be binding on Subcontractor.

8.2 Should any of Subcontractor's Work and/or materials furnished be rejected, defective, or deemed nonconforming by Contractor, Architect and/or Owner (the "Rejected Work"), Subcontractor shall, within seventy-two (72) hours of receipt of written notice from Contractor of such rejection and opportunity to cure, proceed to remove and replace all Rejected Work and any other work damaged or destroyed in removing and replacing the Rejected Work. All costs associated with correcting, removing or replacing Rejected Work, including additional testing and inspections, shall be borne by Subcontractor without any increase in the Subcontract Amount. If Subcontractor fails to promptly correct or remove and replace the Rejected Work, Contractor may at its option do so on Subcontractor's behalf and at Subcontractor's expense.

8.3 Contractor's failure to discover or notify Subcontractor of defective or nonconforming Work, or any portion thereof, at the time the Work is performed shall not relieve Subcontractor of its full responsibility for correction or replacement of the defective or non-conforming Work and all damages resulting therefrom.

8.4 If Owner elects to accept any defective or nonconforming Work performed by Subcontractor, rather than requiring removal or correction, the Subcontract Amount shall be reduced to compensate Owner for the diminished value of Subcontractor's defective or nonconforming work.

8.5 Subcontractor shall be responsible for the proper receipt, delivery, unloading, handling, hoisting, storage, protection, installation, and all risk of loss associated with any materials or equipment it is to furnish, install, utilize, or provide, or have provided to it for the performance of Subcontractor's Work. Materials or equipment which become damaged in any way through no fault of Contractor during storage, delivery or installation shall not be used and shall be replaced by Subcontractor at its expense.

8.6 Subcontractor agrees that any materials or equipment of Contractor or Owner, which are not to be incorporated into Subcontractor's Work, and any labor of Contractor or Owner, will be available to Subcontractor only with the express prior written permission of Contractor and in accordance with Contractor's terms and conditions of use. By using such labor, materials, or equipment, including tools, scaffolding, hoists, lifts or other similar items owned, leased or under the control of Contractor, Subcontractor shall, to the maximum extent allowed by law, indemnify, defend and be liable to Contractor for any loss or damage, including bodily injury or death, arising, or alleged to arise, from such use.

8.7 No substitutions shall be made in Subcontractor's Work unless permitted by the Subcontract and only then upon receiving all prior approvals required under the Subcontract. Subcontractor shall indemnify Contractor for any increased costs incurred by Contractor resulting from any unauthorized substitutions.

8.8 Cleanup of the Work and daily removal of debris from Work areas are mandatory. Subcontractor shall during the performance of its Work keep the Project site clean and free from debris resulting from Subcontractor's Work. Before discontinuing Work in an area, Subcontractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Subcontractor shall make provisions to minimize and confine dust and debris resulting from its construction activities. Subcontractor is required to participate in the clean-up of any common areas in the building or Project site jointly used by Subcontractor, Contractor, and other subcontractors. Fire exits, corridors, ladderways, doorways, and exit paths in general shall be clear of all debris and always open to pedestrian and wheelchair traffic, including nights and weekends. If Subcontractor fails to comply with cleanup duties within twenty-four

(24) hours after receipt of written notice from Contractor of non-compliance, which notice may be delivered to Subcontractor's field supervisor, Contractor shall have the right, at its option, to perform appropriate cleanup measures without further notice to Subcontractor. Subcontractor shall pay Contractor all costs incurred by Contractor in performing the cleanup measures or Contractor may deduct the costs incurred from any amounts due or to become due Subcontractor. In the event a dispute arises among the Subcontractor and any others as to the responsibility for such cleanup, the Contractor may allocate reasonably the cost among the responsible parties and the allocation thus made shall be binding on the Subcontractor.

ARTICLE 9. VERIFICATION OF PROJECT CONDITIONS, APPLICABLE LAW AND CONTRACT DOCUMENTS

9.1 Subcontractor represents it has visited the Project site and adjoining premises as applicable to its Work, is familiar with the conditions under which the Work is to be performed, is familiar with all Applicable Law, has correlated its personal observations with the requirements of the Subcontract, is capable of performance by reason of experience and expertise, is duly licensed to perform the Work, and is able to perform and staff the Work with an appropriate number of qualified personnel.

9.2 Subcontractor agrees that Contractor has made no representations of any kind or nature as to the conditions or limitations of the Project site and/or Subcontractor's Work other than those contained in the Subcontract. If the Subcontractor discovers or should have discovered any defect in any work or materials provided by others that would make it unsuitable for the installation of its Work, then Subcontractor shall promptly, and before executing the Work, notify Contractor of the same in writing. Subcontractor shall be solely responsible for all costs, including the cost of changing the subsequent work of others, necessitated by Subcontractor's failure to report any error, omission, or defect which Subcontractor discovered or reasonably should have discovered before executing the Work.

9.3 If Subcontractor discovers or reasonably should have discovered any error, omission or variance between the Contract Documents and any Applicable Law, Subcontractor shall notify Contractor promptly in writing prior to proceeding with said Work. In the event Subcontractor fails to so notify Contractor, Subcontractor shall be solely responsible for all resulting costs and damages.

9.4 If Subcontractor determines the Contract Documents do not contain sufficient detail on any matters relating to its Work, Subcontractor shall request Contractor to furnish such other and further drawings and explanations as may be necessary, and Subcontractor shall conform to the same without additional compensation provided such information does not materially change the Subcontractor's Scope of Work.

9.5 Contractor shall establish principal axis lines of the building and site and benchmarks. Subcontractor is solely responsible for the proper layout of its Work and responsible for any loss to Contractor or others due to Subcontractor's failure to lay out its Work correctly. Subcontractor shall exercise prudence so that actual final conditions and details shall result in proper alignment of finished surfaces. Prior to the commencing its Work, Subcontractor shall thoroughly and accurately: (a) review all Submittals and Contract Documents referring to items requiring integration, coordination and compatibility with Subcontractor's Work; (b) observe and verify all previous and surrounding work performed and surfaces provided by others and determine the location, condition, and correctness of the same, to the extent necessary to assure that the Work can be performed as intended; and (c) measure all field conditions relating to its Work.

9.6 The exactness of grades, elevations, dimensions, clearances or locations given on any Contract Documents, or the work installed by other contractors, is not guaranteed by the Contractor. Subcontractor shall be responsible to field verify all existing conditions and perform all necessary field dimensioning as required to ensure that all materials are fabricated to fit properly and to ensure the proper fitting of Subcontractor's Work with the work of Contractor and others. All field dimensions should be verified prior to Subcontractor's Submittals or at the earliest possible time after field conditions allow the dimensions to be taken. "Long lead" items may be released for fabrication prior to field dimensioning only when authorized by Contractor in writing and only after all critical dimensions have been agreed to in writing by all involved Parties. Subcontractor shall be fully responsible for all fabrication errors, including costs to rebuild or modify completed Work, resulting from Subcontractor's failure to obtain precise field dimensioning where required.

9.7 If a condition encountered is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual or unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Subcontractor's Work, Subcontractor shall stop the affected Work as soon as the condition is first observed, immediately notify the Contractor, and subsequently give written notice to Contractor of the condition no later than seventy-two (72) hours after discovery and prior to any disturbance of the condition. Subcontractor shall be responsible for all costs to change subsequent work of others, or for any damages arising out of Subcontractor's failure to give prompt notice to Contractor.

ARTICLE 10. SUPERINTENDENCE, COOPERATION, SUBCONTRACTING, PROJECT MEETINGS

10.1 Subcontractor shall supervise and direct Subcontractor's Work and provide continuous, adequate and competent fulltime on-site supervision during the performance of its Work.

10.2 Subcontractors' Designated Representative shall be satisfactory to Contractor and shall have the authority to carry out direction from Contractor relating to Subcontractor's Work or responsibilities. Subcontractor's Designated Representative shall be a fulltime employee on-site who can speak the English language fluently and translate and communicate with all on-site employees who cannot speak the English language fluently so that all field personnel are able to receive immediate verbal direction from Subcontractor or Contractor. If Subcontractor does not have a translator

on-site, any employees on-site who are incapable of speaking the English language fluently shall, upon request of Contractor, be immediately removed from the Project site.

10.3 Subcontractor shall provide technical services as required to effect the operation of any equipment and/or material furnished under this Subcontract, including performance of specific testing, if any, and shall instruct the Owner's personnel on the operation, maintenance, and control of such equipment.

10.4 Subcontractor shall enter into written agreements with sub-subcontractors performing any portions of the Work of this Subcontract, wherein Subcontractor and sub-subcontractor are mutually bound, to the extent of the Work to be performed by the sub-subcontractor, assuming toward each other all obligations and responsibilities that Contractor and Subcontractor assume toward each other, and having all rights, remedies and redress against each other that the Contractor and Subcontractor have under this Subcontract. Prior to Contractor's payment of Subcontractor's first requisition, Subcontractor shall provide Contractor a sworn statement of all lower tier subcontractors and suppliers/vendors that it intends to use to perform or provide any portion of its Work.

10.5 Subcontractor will be required to attend a pre-construction meeting which shall be scheduled and conducted by the Contractor. Subcontractor's Designated Representative is required to attend all jobsite meetings as scheduled by the Project Superintendent during the time that Subcontractor is actively working on the Project. Subcontractor shall comply with any Project-specific meeting requirements set forth in **Exhibit A**.

ARTICLE 11. MEANS, METHODS AND SAFETY

11.1 Contractor shall not have control over or charge of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs relating to Subcontractor's Work. Subcontractor shall be solely responsible for the safety of its employees, sub-subcontractors, suppliers and any other person or entity for whom Subcontractor is responsible. Subcontractor shall perform its Work in a safe and reasonable manner and shall continuously maintain its Work area in such a manner to provide a safe working environment. Subcontractor shall, at its own expense, implement appropriate safety programs pertaining to its Work, including establishing safety rules, posting appropriate warnings and notices, and establishing proper notice procedures to protect persons and property at the Project site and adjacent to the Project from injury, loss or damage. Subcontractor shall review and comply with Contractor's Work Rules and Safety Policy, attached to this Agreement as **Addendum 2**.

11.2 Subcontractor shall conform with all safety and record keeping requirements imposed by the Prime Contract or Applicable Law, including the Occupational Safety and Health Act of 1970 and industry specific regulations. Subcontractor shall directly receive, respond to, defend and be solely responsible for all citations, assessments, fines or penalties which may be received or incurred by either Party by reason of Subcontractor's failure, or the failure on the part of its agents, employees, suppliers or sub-subcontractors, to comply with any Law and further shall indemnify and hold harmless Contractor and Owner from and against any such claims, damages, loss, cost or expense, including reasonable attorneys' fees, relating thereto.

11.3 Subcontractor shall notify Contractor immediately and in no event later than twenty-four (24) hours following any injury to an employee or anyone for whom Subcontractor is responsible which occurred at the Project or of any damage to the Project, Work or other property damage at the Project. Subcontractor shall reasonably cooperate with Contractor in the event of any accident or other event that may give rise to a claim against Contractor or Owner. To the fullest extent possible, Subcontractor shall preserve all evidence related to any accident or event until Contractor, and/or the Owner and/or any insurance carrier providing coverage for such accident or event, has had the opportunity to investigate and to inspect the evidence.

11.4 To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor and Owner, their affiliates, parents, subsidiaries, officers, directors, employees, success and assigns (all collectively "Indemnitees"), from and against all claims, damages, losses, costs and expenses, including without limitation reasonable attorney's fees, fines and/or penalties incurred by the Indemnitees arising out of or resulting from the performance of the Subcontractor's Work under this Subcontract.

ARTICLE 12. CHANGES

12.1 If the Owner makes changes in the Work by issuing modifications to the Prime Contract, Contractor shall notify the Subcontractor of any such modifications. Unless otherwise directed by Contractor, Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by any modification to the Prime Contract.

12.2 In the event Contractor requests Subcontractor to review a proposed modification to the Prime Contract which may affect Subcontractor's Work, Subcontractor shall respond in writing prior to commencing any modified work and within seven (7) days after receipt of such request, or other reasonable time as the Parties may agree, stating the effect of the proposed modification upon its performance, including details of costs and time thereof. If Subcontractor fails to properly or timely respond to Contractor's request, Subcontractor shall accept the determination of Contractor as to the effect of the proposed modification. To the extent the Prime Contract provides for changes to be computed based on mutually agreed lump sum, unit price, cost plus fee basis, or otherwise, these obligations are hereby imposed upon Subcontractor.

12.3 Subcontractor may be ordered in writing by Contractor, without notice to Subcontractor's Surety and without invalidating this Subcontract or any bond hereunder, to make changes in the Work consisting of additions, deletions or

other revisions, with the Subcontract Amount and the Subcontract Time adjusted accordingly by written directive which shall be promptly enacted upon by Subcontractor and shall be followed by a formal written change order representing the changes to the Work ("Change Order"). At Contractor's option, the amount of any increase in the Subcontract Amount shall be calculated based on: (a) an agreed upon lump sum; (b) any Unit Prices set forth in **Exhibit A** to this Agreement or otherwise agreed to by the Parties; or (c) the documented direct costs of labor, materials, and equipment actually and reasonably incurred by the Subcontractor in the performance of the changed Work ("Direct Costs") plus the maximum Overhead and Profit Rate set forth in the Prime Contract.

12.4 If the Parties are unable to agree as to whether any work directed by the Contractor entitles Subcontractor to a Change Order, or as to the value of such changed Work, Subcontractor shall proceed under the written directive from Contractor, from which the adjustment of the Subcontract Amount and/or the Subcontract Time shall be omitted, and shall keep accurate, detailed and itemized records of the Direct Costs incurred in completing the work directed including without limitation, timesheets, payrolls, inspection records, invoices, vouchers and other records to substantiate the cost of changed Work, and shall submit a Claim for resolution pursuant to the provisions of ARTICLE 15.

12.5 Subcontractor shall be entitled to an adjustment of the Subcontract Amount or Subcontract Time only to the same extent and according to the same provisions as Contractor's adjustment from Owner. Subcontractor's allocable share of Contractor's adjustment shall be fairly and reasonably determined by Contractor after allowance for Contractor's cost of presenting and recovering the Claim, including legal fees, normal overhead and profit and apportionments to other affected subcontractors. Under no circumstance shall Subcontractor's entitlement exceed Contractor's entitlement after deduction of the expenses and costs described herein.

12.6 Contractor's, or Owner's, receipt or acknowledgement of Subcontractor's Change Order request, or any other Claim, notice or report, including reports of cost and time, or any payments made, shall not be construed as Contractor's, or Owner's, acceptance of the accuracy or validity thereof until such time as a Change Order is signed by Contractor.

12.7 No Change Order shall be valid unless Contractor's Designated Representative, or higher-level representative, has signed the same. Contractor's Superintendent(s) are not authorized to approve any additional Work and may not sign any field or office work order authorizing or approving any additional Work for which Subcontractor expects payment. No course of conduct or dealings between the Parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner or Contractor have been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim to a change in the Subcontract Amount or the Subcontract Time.

12.8 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs and consequential damages or cumulative impact associated with such change and any and all adjustments to the Subcontract Amount and Contract Time.

ARTICLE 13. PROGRESS PAYMENTS, RETAINAGE, FINAL PAYMENT

13.1 Subcontractor shall be entitled to apply for progress payments for that portion of its Work performed during the payment periods established in the Prime Contract, but not more frequently than monthly. Contractor shall make progress payments on the Subcontract Amount to Subcontractor as provided below and elsewhere in the Subcontract.

13.2 As a condition precedent to payment of the first requisition, Subcontractor shall submit to Contractor: (i) a sworn statement of all subcontractors and suppliers as set forth in Section 10.4 herein; (ii) if not previously provided to Contractor, a schedule of values allocating the entire Subcontract Amount among the various portions of Subcontractor's Work, in a form acceptable to Contractor; (iii) if not previously provided to Contractor, a current financial statement or other evidence of financial stability, and (iv) a fully executed Agreement with a current Certificate of Insurance meeting or exceeding the requirements of **Addendum 1** and any required bonds. Contractor shall have no obligation to make payment for Work performed by Subcontractor unless and until these items are submitted to Contractor.

13.3 As a further condition precedent to receiving any progress payments from Contractor, Subcontractor agrees that it shall execute and deliver to Contractor with each of Subcontractor's payment requisitions, a full and complete partial lien waiver and release of all claims and causes of action which Subcontractor may have or claims to have against Contractor, Owner or the Project ("Partial Waiver") through the date of the Partial Waiver, excepting only those claims for which Subcontractor has previously notified Contractor and which Subcontractor has specifically listed on the Payment Application, and conditioned only upon receipt of the payment identified therein. The Partial Waiver shall be on a form approved by Contractor and shall cover all work for which payment is requested. If requested by Contractor, as a further condition precedent to receiving any progress payment, Subcontractor shall also provide fully executed Partial Waivers from Subcontractor's lower tier subcontractors and suppliers.

13.4 Unless the Prime Contract provides for a different schedule, by the 20th day of each month Subcontractor shall submit to Contractor a written application, on Contractor's form (see **Addendum 3**), or other form approved in advance by Contractor, showing the value of Work performed and completed since the preceding pay period ("Payment Application"), along with all substantiating information required by the Subcontract. Provided the Payment Application is timely received, Contractor shall include the Subcontractor's Work covered by that Payment Application in its application for payment to Owner for the same period. If the Subcontractor's Payment Application is received after the application date fixed above, Subcontractor's Work shall be included by Contractor in its next application for payment to Owner. Contractor shall have

no obligation to delay its monthly application for payment to Owner due to Subcontractor's delay in submission of its Payment Application to Contractor.

13.5 The amount of each progress payment shall be calculated as follows:

- (1) Take that portion of the Subcontract Amount properly allocable to completed Work; and
- (2) Reduce that amount by: (i) the aggregate of all previous payments made by Contractor; (ii) the amount, if any, for Work that remains uncorrected and for which Contractor has previously withheld payment for a cause that is the fault of Subcontractor; (iii) all charges for materials and services furnished by Contractor to Subcontractor; (iv) any other charges or deductions as provided for in Section 13.10 below or elsewhere in the Subcontract, including for Work not performed or defects discovered since Subcontractor's last Payment Application for a cause that is the fault of Subcontractor; and (v) retainage withheld pursuant to this Agreement.

13.6 If allowed by the Contract Documents, Subcontractor's Payment Application may include materials and equipment not yet incorporated in the Work but delivered to, adequately protected, insured, and suitably stored at the Project site or at an offsite storage facility. Approval for payment of such stored items, on or offsite, shall be conditioned upon submission by Subcontractor of bills of sale, evidence of insurance, and such other documents and procedures satisfactory to Owner and Contractor to establish Owner's unencumbered title to such materials and equipment and to otherwise protect Owner's and Contractor's interest, including transportation from an offsite facility to the Project site. Materials stored on the Project site, and for which payment is requested, shall remain in the care and custody of the Subcontractor and shall not be removed from the Project site without the written consent of the Contractor.

13.7 For each progress payment made prior to Substantial Completion of the Work, Contractor shall withhold retainage at the rate equal to the percentage retained from Contractor's payment by Owner for Subcontractor's Work, at the rate defined in the Prime Contract. If the Subcontractor's Work is satisfactory and the Prime Contract provides for a reduction of retainage, Subcontractor's retainage shall also be reduced when Contractor's retainage for Subcontractor's Work has been so reduced by Owner. Early release of retainage, if any, shall be at Contractor's discretion and in compliance with the early release of retainage provisions of the Prime Contract.

13.8 The timing and frequency of Contractor's progress and final payments to Subcontractor shall be the same as the timing and frequency of Owner's payments to Contractor pursuant to the terms of the Prime Contract. Provided the Subcontractor is not in default, Contractor shall pay Subcontractor each progress payment no later than seven (7) days after Contractor receives payment from the Owner, or per applicable State law. If Owner does not make payment to Contractor within the time prescribed in the Prime Contract, through no fault of Subcontractor, Contractor will make payment to Subcontractor within sixty (60) days of the Subcontractor's Payment Application for the Work satisfactorily performed, computed pursuant to Section 13.5 herein.

13.9 Subcontractor shall promptly, and no later than seven (7) days after receipt of payment from Contractor, or per applicable State law, pay its lower tier subcontractors, suppliers, and any other bills or obligations for labor, materials, equipment, suppliers and other items for the Project. Upon Contractor's receipt of notice of any unpaid bills or obligations of Subcontractor on this Project, Contractor, in its sole discretion and in addition to any other remedies it may have hereunder, may pay Subcontractor's lower tier subcontractors or suppliers (either directly or by joint check) and recover these payments from the Subcontractor. Notwithstanding anything to the contrary herein, Subcontractor acknowledges and agrees that regardless of whether Contractor paid Subcontractor, Subcontractor has an obligation to pay its lower tier subcontractor and suppliers the amounts owed by Subcontractor to them for labor and materials furnished to Subcontractor in connection with its Work on the Project. Upon Contractor's request, Subcontractor shall furnish evidence of the payment of all bills and expenses incurred by Subcontractor for labor, services, equipment and materials used by Subcontractor, or any other liability incurred by Subcontractor, in performance of its Work on the Project.

13.10 Contractor may reject a Subcontractor's Payment Application in whole or in part or withhold amounts from a previously approved Payment Application for any reason set forth in the Prime Contract or as may be reasonably necessary to protect Contractor from loss, including but not limited to, the following:

- (1) Subcontractor's failure to perform the Subcontract Work as required by this Subcontract;
- (2) Loss or damage arising out of or relating to this Subcontract and caused by Subcontractor or those for whom Subcontractor is responsible;
- (3) Rejected, nonconforming, or defective Work which has not been corrected in a timely fashion;
- (4) Reasonable evidence of delay in the Subcontractor's performance of the Work;
- (5) Reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontractor's Work; and
- (6) Third-party claims involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed.

13.11 To the extent permitted by Applicable Law, acceptance of periodic progress payments by Subcontractor shall constitute a waiver of any and all claims, by the Subcontractor against the Contractor, the Owner, the Project, or Contractor's payment bond through the date of the pay period for which payment is made, unless such claims are expressly reserved on the Payment Application.

13.12 When the Work is Substantially Complete, Subcontractor shall promptly submit its Payment Application for such Work. Within thirty (30) days of acceptance of the Payment Application covering such substantially completed Work, Contractor shall make payment to Subcontractor, less final retainage, and deducting any amounts as may be necessary to cover the cost of items to be completed or corrected by the Subcontractor. Acceptance of Subcontractor's substantially completed Work shall not result in commencement of the warranty period or the statutes of limitations or repose for the Subcontractor's Work which shall instead commence upon achievement of Substantial Completion of the Project under the terms of the Prime Contract.

13.13 Final payment, constituting the entire unpaid balance of the Subcontract Amount, shall be made by Contractor to Subcontractor when the Subcontract Work is fully performed in accordance with the requirements of the Contract Documents.

13.13.1 Subcontractor shall submit its final Payment Application in such time to allow Contractor to incorporate Subcontractor's Payment Application into Contractor's application for final payment to Owner without delay. **ANY INVOICE NOT SUBMITTED WITHIN SIXTY (60) DAYS OF THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY WILL NOT BE PAID**, except as related to Work completed after Substantial Completion.

13.13.2 Issuance of the final payment to Subcontractor is contingent upon: (a) final completion of Subcontractor's Work in accordance with the Contract Documents; (b) acceptance of Subcontractor's Work by Contractor and Owner; (c) furnishing of a Final Release and Waiver of Liens and Claims, in such form as required by Contractor, from Subcontractor and all persons or entities claiming under or through Subcontractor, (d) furnishing an Affidavit that all payrolls, bills for materials and equipment, and all known indebtedness connected with Subcontractor's Work, including any taxes and governmental charges, have been satisfied or will be paid with the proceeds of final payment so not to encumber the Owner, Project, Contractor or Contractor's surety; (e) consent of surety to final payment, if required; (f) furnishing a report of any outstanding known and unreported accidents or injuries experienced by Subcontractor, or anyone for whom Subcontractor is responsible, at the Project site; (g) receipt by Contractor of all close-out documents required by the Subcontract; and (h) compliance with any other conditions precedent to Subcontractor's receipt of final payment as set forth in the Prime Contract or elsewhere in the Subcontract.

13.13.3 If the above conditions have been satisfied, final payment shall be made to Subcontractor within seven (7) days after receipt by Contractor of final payment from Owner for the Subcontractor's Work, or per applicable State law. If Owner does not make final payment to Contractor within the time prescribed in the Prime Contract, through no fault of Subcontractor, Contractor will make payment to Subcontractor within sixty (60) days of Subcontractor's compliance with the conditions precedent to final payment as set forth herein.

13.14 No payment, including final payment, shall be construed as an acceptance of defective, rejected, nonconforming or incomplete Work, and Subcontractor shall remain responsible for its performance conforming to the requirements of the Contract Documents.

13.15 Acceptance of final payment by Subcontractor shall constitute a waiver of all claims by Subcontractor against Contractor, the Owner, the Project, or any surety or bond, arising out of or relating to Subcontractor's Work.

ARTICLE 14. SUSPENSION, DEFAULT AND TERMINATION

14.1 Should Owner suspend the Contractor's Work, or any part which includes the Subcontractor's Work, for the convenience of Owner and such suspension is not due to any act or omission of Subcontractor, Contractor shall notify Subcontractor in writing and, upon receipt of notification, Subcontractor shall immediately suspend its Work. To the extent provided for under the Prime Contract, and to the extent Contractor recovers such on Subcontractor's behalf, the Subcontract Amount and the Subcontract Time shall be adjusted by Change Order for the cost and delay resulting for any Owner directed suspension. Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any claim by Subcontractor arising out of an Owner's suspension.

14.2 Contractor may order Subcontractor in writing to suspend all or any part of the Work for such time as may be determined by Contractor. Phased Work or interruptions of the Subcontractor's Work for short periods of time which do not directly affect the critical path of the Work shall not be considered a suspension. Subcontractor shall promptly notify Contractor if Subcontractor believes such suspension will cause an increase in the time for performance of its Work. The Subcontract Time shall be adjusted for delays caused by the suspension; however, no adjustment shall be made to the extent that Subcontractor's performance is, was or would have been so suspended, delayed or interrupted by another cause for which Subcontractor is responsible.

14.3 If the Subcontractor:

- (1) repeatedly performs Work in an untimely, defective, or nonconforming fashion;
- (2) provides any false information or documents to the Contractor, Owner or Architect;
- (3) damages work of others or any other property in connection with performance of Subcontractor's Work and fails to repair promptly said damage;
- (4) fails to make payment to its employees, subcontractors or suppliers for labor, materials or equipment, relating to Subcontractor's Work on the Project;
- (5) fails to deliver current insurance certificates, licenses, required bonds, as-built drawings, warranties or the approvals required of Subcontractor's Work;

- (6) fails to promptly provide adequate assurances of its ability to perform under this Subcontract when reasonably requested to do so by Contractor;
- (7) fails to comply with all Applicable Law; or
- (8) has otherwise committed a material breach of this Subcontract,

Contractor may terminate the Subcontract upon seventy-two (72) hours' written notice to Subcontractor unless Subcontractor, within those 72 hours, commences and continues satisfactory correction of the default with diligence and promptness. In the event of emergency affecting the safety of persons or property, Contractor may proceed as above without prior notice to Subcontractor.

14.4 When Contractor terminates Subcontractor for any of the reasons stated above, Contractor may take possession of the Work, and materials and equipment to be incorporated into the Work of Subcontractor at the Project site, accept assignment of agreements or subcontracts executed by the Subcontractor related to its Work hereunder, and through itself or others prosecute the Subcontractor's Work in the manner Contractor reasonably determines is most expeditious for completion of the Work. Subcontractor shall not be entitled to any further payments until Subcontractor's Work has been completed and fully accepted by Owner. If the unpaid balance of the Subcontract Amount exceeds Contractor's costs of completion, the difference shall be paid to Subcontractor. If such expenses exceed the unpaid balance due, Subcontractor shall pay the difference to Contractor within ten (10) days of written demand for payment of the same.

14.5 Subcontractor shall be liable to Contractor for all costs incurred as a result of Subcontractor's failure to perform under this Subcontract, including all charges, expenses, losses, costs, damages and reasonable attorney's fees incurred in enforcing any provision hereunder and/or in correcting or completing the Work, and including all costs and expenses associated with Contractor's prosecution or defense of any bankruptcy or insolvency proceeding relating to Subcontractor, and any subsequent proceeding or appeal from any order or judgment entered therein.

14.6 Contractor shall have the right to terminate this Subcontract, or any part thereof, without Subcontractor being at fault, for any cause or for Contractor's or the Owner's convenience, upon seventy-two (72) hours' written notice to Subcontractor. Upon Subcontractor's receipt of such written notice, this Subcontract shall be terminated, and Subcontractor shall: (a) cease operations as directed by Contractor's notice; (b) take actions necessary, or as directed by Contractor, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders. In the event Contractor terminates this Subcontract for its own convenience, Contractor shall pay Subcontractor for all Work properly performed through the date of termination, including reasonable overhead and profit on such Work, and reasonable costs incurred by Subcontractor related to termination. Contractor shall not be liable to Subcontractor for any other costs, including overhead and profit on the Work not executed. A termination for Subcontractor's default shall, if determined to have been wrongfully made, be treated as a termination for convenience under this subparagraph.

14.7 The rights and remedies provided Contractor in this Article are not exclusive but are in addition to any rights and remedies afforded by this Subcontract or by law.

14.8 Any amounts due Contractor as a result of Subcontractor's failure to perform hereunder may be recovered from the surety issuing any bonds required under this Subcontract, and both Subcontractor and its surety agree to pay Contractor such losses, damages, expenses and Contractor's reasonable attorney's fees.

ARTICLE 15. SUBCONTRACTOR CLAIMS AND DISPUTES

15.1 Any claim by Subcontractor seeking an adjustment in the Subcontract Amount and/or Subcontract Time, an adjustment or interpretation of the Subcontract terms, or other relief arising out of or relating to this Subcontract ("Claim"), must be made by written notice to the Contractor: (a) at least seventy-two (72) hours prior to the beginning of Subcontractor's affected or additional Work, (b) within seventy-two (72) hours of Subcontractor's first knowledge of the event giving rise to the Claim, or (c) at least two (2) business days prior to the date by which Contractor is obligated to give notice to the Owner with respect to such Claim, whichever shall first occur; otherwise, such Claims shall be deemed waived.

15.2 Should any timely submitted Claim or other dispute between Contractor and Subcontractor remain unresolved, the Parties agree that:

- (1) The Parties shall endeavor to reach resolution of such Claim or other dispute between them through good faith direct discussions between the Parties' Designated Representatives.
- (2) If such Claim or other dispute cannot be resolved between the Parties' Designated Representatives, then Contractor shall issue a written directive to Subcontractor which shall be followed by Subcontractor without waiver of Subcontractor's Claims ("Contractor's Directive").
- (3) Contractor's Directive shall be final and conclusive unless, within seventy-two (72) hours of receipt of such directive, Subcontractor provides a written notice to Contractor contesting Contractor's Directive. If Subcontractor does not timely contest Contractor's Directive, Subcontractor shall be deemed to have waived any right to contest that directive.
- (4) If Subcontractor timely contests Contractor's Directive, the Parties shall proceed as set forth in Section 15.5, below.

- (5) Unless otherwise agreed to by the Parties in writing, Subcontractor shall continue its Work and maintain the Schedule during any dispute resolution procedure. If Subcontractor continues to perform, Contractor shall continue to make any undisputed payments owed to Subcontractor in accordance with this Subcontract.

15.3 If Subcontractor asserts a Claim for which Owner is or may be responsible ("Pass-Through Claim"), Subcontractor's sole remedy shall be to pursue it at its expense against Owner in its own name. Contractor, in its sole discretion, may choose to, but is not required to, prosecute the Pass-Through Claim for Subcontractor and where applicable charge Subcontractor for a pro-rata share, based on the percentage which Subcontractor's claim bears to the total claim asserted by Contractor, of the total expenses, including reasonable attorney's fees, incurred in pursuing the claim. Subcontractor shall comply with all claim notice requirements and dispute resolution procedures in the Prime Contract, or which otherwise apply to any Pass-Through Claim. Contractor shall have no responsibility or liability in relation to a Pass-Through Claim or its outcome, except to pay Subcontractor any sums received by Contractor from Owner or any other party, less expenses incurred by Contractor in connection with the Pass-Through Claim, as noted herein.

15.4 If Subcontractor chooses to appeal an adverse final decision rendered with respect to a Pass-Through Claim, Subcontractor may do so provided the Contractor's interests are not materially affected, and the Subcontractor agrees to bear the full cost thereof and be solely responsible for prosecuting such appeal.

15.5 Contractor and Subcontractor shall endeavor to resolve any Claim or other dispute between them by mediation which, unless the Parties' agree otherwise, shall be conducted in accordance with the then current American Arbitration Association Construction Industry Mediation Procedures. A request for mediation shall be made in writing delivered to the other party to this Subcontract. This request may be made concurrently with the filing of a demand for arbitration as set forth in Section 15.6, which shall be stayed for a period of 30 days following completion of said mediation. The Parties shall share the mediator's fee equally unless otherwise agreed. The mediation shall be held in the County where the Project is located unless otherwise agreed. Agreements reached in mediation shall be enforceable in any court having jurisdiction thereof.

15.6 Any Claim or other dispute between Contractor and Subcontractor that has not been waived per Section 15.2 and was not resolved through mediation shall be subject to arbitration which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the Subcontract Date. The arbitration shall be conducted in the County where the Project is located, unless another location is mutually agreed upon by the Parties. A demand for arbitration shall be made in writing, delivered to the other party of the Subcontract and filed with the person or entity administering the arbitration. Unless otherwise mutually agreed to by the Parties, the party filing a notice of demand for arbitration must assert in the demand all Claims and other disputes between the Parties arising from the Project then known to that party. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based upon the Claim or other dispute would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the initiation of legal or equitable proceedings based on the Claim or other dispute. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof. Subcontractor agrees to require its sureties to participate in said arbitration proceedings and to be bound by any award rendered against Subcontractor. The foregoing agreement to arbitrate, and any other agreements to arbitrate with an additional person or entity duly consented to by the Parties, shall be specifically enforceable under Applicable Law in any court having jurisdiction thereof. The Parties agree to share equally all arbitration fees and costs. Each party agrees to bear its own attorney's fees associated with any arbitration.

15.7 Contractor may, in its discretion and as may be required by the Prime Contract, join Subcontractor in any dispute resolution proceeding to which Contractor is or becomes a party and which, in Contractor's reasonable judgment, relates to or affects Subcontractor's performance of the Work, including: (a) any dispute resolution procedure provided in the Prime Contract for disputes arising between Contractor, Owner and/or others, including arbitration and submission to Architect or Engineer; (b) litigation, (c) administrative proceedings, and (d) any other dispute resolution proceeding applicable under the Applicable Law. If so joined or consolidated, Subcontractor shall participate at its own expenses in said proceeding, shall be bound by its outcome, and shall dismiss any mediation, arbitration or litigation proceedings instituted against Contractor related to the same claims and disputes.

15.8 The validity, interpretation and performance of this Subcontract shall be governed by the laws of the State in which the Project is located. If Contractor is required to employ an attorney to enforce any of the provisions of this Subcontract, or to protect its interest in any matter arising hereunder, or to collect damages for the breach of this Subcontract or to prosecute or defend any suit resulting therefrom, or to recover on any bond given by Subcontractor hereunder, Subcontractor and its surety, jointly and severally, agree to pay Contractor for all reasonable costs, charges, expenses, expert fees and attorney's fees expended or incurred in connection therewith.

ARTICLE 16. PROTECTION AND CORRECTION OF WORK

16.1 Subcontractor shall take necessary precautions to properly protect its Work and the work of others from theft or damage caused by Subcontractor's performance of its Work, including the cleaning of surfaces. Should Subcontractor cause damage to its Work or the work or property of Contractor, Owner, or others, Subcontractor shall promptly remedy

such damage to the satisfaction of the Contractor, or Contractor may, in addition to all other rights hereunder, upon seventy-two (72) hours' written notice and opportunity to cure, remedy such damage and recover the cost from Subcontractor.

16.2 In addition to its obligations under ARTICLE 7, Subcontractor agrees to promptly correct, after receipt of written notice from Contractor, all Work which is found to not be in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Project, or for a longer period of time as may be required by Prime Contract. Should Subcontractor, within seventy-two (72) hours' of receipt of notice, fail or refuse to commence and continue satisfactory correction of the nonconforming Work, Contractor may have the nonconforming Work corrected at the sole expense of Subcontractor, and may recover from Subcontractor an amount sufficient to cover such repair costs. Nothing contained in this Section shall be construed to establish a period of limitation with respect to the obligations Subcontractor has under the Subcontract. Establishment of the one-year period for correction of Work described in this Section relates only to the specific obligations of Subcontractor to correct its Work, and has no relationship to the time within which the obligation to comply with the Subcontract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Subcontractor's liability with respect to the Subcontractor's obligations other than to specifically correct its Work. Contractor's remedies described in this Section shall not be exclusive but shall be in addition to all others provided by this Subcontract and Applicable Law.

ARTICLE 17. DEFENSE AND INDEMNITY

17.1 To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Owner and Contractor, and all agents and employees of either of them, from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of Subcontractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, but only to the extent caused by the negligent acts or omissions of Subcontractor, its sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this ARTICLE 17. In claims against any person or entity indemnified under this ARTICLE 17 by an employee of the Subcontractor, its sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this ARTICLE 17 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor, or its sub-subcontractors, under workers' compensation acts, disability benefits acts or other employee benefits acts. The defense and indemnity obligations hereunder apply without regard to when the claims occur or who makes them and applies to claims made while this Subcontract is in force as well as to claim made after it is terminated or the Work is complete. In addition, Subcontractor shall indemnify, defend and hold harmless Contractor to the same extent that Contractor is required to indemnify, defend and hold harmless Owner and others under the Prime Contract, to the extent of Subcontractor's Work.

17.2 Subcontractor shall turn the Work over to Contractor in good condition and free and clear of all claims, security interest, encumbrances or liens arising out of the performance of the Work. Subcontractor shall defend, hold harmless and indemnify Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and expenses, arising out of any lien claim or other claim for payment by any of Subcontractor's subcontractors or suppliers of any tier. If at any time there is evidence of a lien or claim for which, if established, Contractor or Owner might become liable, and which is chargeable to Subcontractor, including any liens by lower tier subcontractors or suppliers, and Subcontractor has not promptly satisfied, or if Subcontractor shall incur any liability to Contractor, or Contractor shall have a claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, Contractor shall have the right to retain out of any payment due or to become due under this Subcontract, an amount sufficient to indemnify Contractor and Owner against such lien or claim, or to fully satisfy such liability, claim or demand, including reasonable attorney's fees and costs. Upon receipt of notice of such lien claim or other claim for payment, Contractor shall notify Subcontractor, who shall immediately satisfy such lien or claim by filing a bond or in such other manner as may be authorized by Applicable Law or Contractor. Should any claim or lien develop after all payments have been made to Subcontractor under this Subcontract, Subcontractor shall pay to Contractor, within ten (10) days of demand, all monies that Contractor was compelled to pay in discharging such claims or liens, including reasonable attorney's fees and costs incurred in collecting said monies from Subcontractor.

ARTICLE 18. INSURANCE AND BONDS

18.1 Subcontractor agrees to provide and maintain the coverage and limits of insurance outlined on **Addendum 1** hereto which are minimum requirements for all projects unless the Contract Documents applicable to a specific project (a) require higher limits, at which point Contractor shall so notify Subcontractor, and Subcontractor shall be required to provide the higher limit or (b) a Controlled Insurance Program (CIP) provided by Owner or Contractor requires Subcontractor to provide different coverage for offsite inspections, warranty period, or other risks not covered by the CIP, at which point Subcontractor is required to strictly comply with the applicable CIP program manual. If a project is covered by a CIP, it will be so indicated on **Addendum 1**. Subcontractor shall require its subcontractor(s) and suppliers to furnish the same coverage, limits of insurance and additional insured status as required of Subcontractor under **Addendum 1** of this Agreement. Subcontractor shall provide certificates of insurance evidencing insurance coverage as required herein prior to commencement of Subcontractor's Work.

18.2 Should Subcontractor be required to provide Payment and Performance Bonds, the requirement for, and the amounts and terms for, such bonds are set forth on **Addendum 1**.

ARTICLE 19. LABOR

19.1 Only workers with a legal right to work in the United States shall be employed or used by Subcontractor or any of its lower tier subcontractors or suppliers. Subcontractor certifies that it has completed all work authorizations required by law, including without limitation, the requirements for the use of E-Verify for employment eligibility verification for all new hires where such usage is required by Law or required by the Prime Contract, and retention of Forms I-9 Employment Eligibility Verification, for itself and its lower tier subcontractors and suppliers. Subcontractor agrees that Contractor is entitled, but not required, to monitor compliance with this policy, and that any false certifications or failure to comply may result in termination and/or other penalties.

19.2 Subcontractor shall give notices and comply with all employment requirements of the Prime Contract and Applicable Law, including: equal opportunity employment requirements, the Fair Labor Standards Act; building codes; federal, state and local tax laws; Workers' Compensation Acts, and such other labor, non-discrimination, employment, Social Security and tax laws to the extent applicable to performance of the Work under this Subcontract. Subcontractor shall also review and comply with the Employment policies and requirements of Contractor outlined in **Addendum 2** to this Agreement.

19.3 To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Indemnitees from and against all claims, damages, losses, costs and expenses, including without limitation reasonable attorney's fees, public relations costs, fines and/or penalties incurred by the Indemnitees, and work stoppages arising out of or resulting from the failure of Subcontractor, or its employees, agents, lower tier subcontractors or suppliers, to properly verify employment eligibility of any workers or otherwise to fully comply with all applicable immigration and employment laws, and all other applicable wage and benefits Laws.

ARTICLE 20. MISCELLANEOUS

20.1 Severability. If any provision, or portion thereof, of this Subcontract is found to be void, unenforceable or invalid, the remaining provisions, or portions thereof, shall survive and remain effective and binding.

20.2 Titles. Title given to articles and sections of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

20.3 Electronic Exchange. The Parties may execute and exchange records in electronic form, including the signing of this Agreement, and including written notices in accordance with the terms of Section 20.14 herein. The Contractor may use DocuSign for the transmission and electronic execution of certain Contract Documents, including Change Orders, or may transmit and exchange Contract Documents by email as set forth in Section 20.14 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy any provision of this Agreement or of any Law that requires a record be in writing.

20.4 Sustainability Objective. Subcontractor shall take all steps necessary to ensure that its Work, including the work of its lower tier subcontractors and suppliers, complies with any sustainability objective, including LEED or other industry-related certification program, required under the Prime Contract.

20.5 Assignment. Subcontractor shall not assign, transfer or otherwise dispose of this Subcontract, or any part thereof, nor assign any monies due or to become due hereunder, except with the prior written consent of Contractor. Any assignment consented to by Contractor shall not operate to relieve Subcontractor of its primary responsibility to Contractor for the full performance of this Subcontract, nor shall it create any contractual relationship between Contractor and such assignee, and Subcontractor shall continue to be liable to Contractor for all acts and omissions of its subcontractors and assignees. In the event Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to the Prime Contract provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

20.6 Non-Solicitation. Until final completion of the Project, Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof or deal directly with the Owner's representatives in connection with the Project unless otherwise directed and/or consented to in writing by Contractor. All Work for the Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

20.7 Independent Contractor. All of Subcontractor's services provided under this Subcontract are performed as an independent contractor. Nothing in this Subcontract shall change or modify the independent contractor status or be construed as a partnership arrangement, employer-employee relationship, limited liability relationship or otherwise. Subcontractor shall be solely responsible to its own employees and agents for any compensation due them and for compliance with all Laws including without limitation worker's compensation, employer taxes including FICA and self-employment taxes, and unemployment compensation payments. Subcontractor shall have no authority or right under any circumstance to employ any person for or on behalf of Contractor, or to incur any indebtedness in the name of Contractor, or otherwise to bind or purport to bind Contractor in any manner. Subcontractor agrees, represents and acknowledges that it is an independent contractor and is not an employee of Contractor, the Owner, or any other party on the Project.

20.8 Confidentiality. To the extent the Contract Documents provide for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Subcontract, Subcontractor is equally bound by the Owner's confidentiality requirements. As used herein, "Confidential Information" means all information, documentation or records of one party that are disclosed to the other party that are marked or stated to be "Confidential" at the time of disclosure or that a reasonably prudent businessperson would consider to be confidential or proprietary in nature. Subcontractor will hold in confidence any Confidential Information (whether of Owner or Contractor) disclosed to it by Contractor to be used only the purpose for which such Confidential Information was disclosed. The obligations of Subcontractor pursuant to this Section 20.8 are in addition to any confidentiality obligations under the Prime Contract that are incorporated into this Subcontract. All obligations of the Subcontractor and Contractor pursuant to this Article shall survive termination of this Subcontract for any reason.

20.9 Subordination of Lien. Subcontractor agrees to subordinate its lien rights to Owner's lender if reasonably requested to do so and execute all necessary documents provided by Owner to affect the subordination of lien.

20.10 Photographs and Social Media. Subcontractor may not post, on personal or corporate accounts, any photographs or videos of the Project on any social media forum, including online communities, blogs, social networks, or chat rooms, without the prior written consent of Contractor. Subcontractor shall not disclose any Confidential Information related to the Project on personal or corporate accounts.

20.11 Setoff. Subcontractor acknowledges that Contractor shall have the right to set off against funds owed to Subcontractor any amounts due to Contractor by Subcontractor under this Subcontract or any other agreement between the Parties.

20.12 Temporary Facilities. Subcontractor shall provide, maintain and remove from the Project site upon completion of its Work, at its sole expense, all temporary office structures for the use of its employees, sheds and storage facilities, complete with all related utilities. Storage areas for the use of Subcontractor shall be designated by Contractor and no materials or equipment shall be stored by Subcontractor except in areas approved by Contractor. Such storage areas shall be maintained in an orderly condition by Subcontractor. Subcontractor shall move material and/or temporary trailers as directed by Contractor with all costs of same borne by Subcontractor.

20.13 Cutting and Patching. Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting and sealing of its Work that may be required to fit it to receive, or be received by, the work of others as shown or reasonably implied by the Contract Documents; or as required or reasonably implied by the rules and regulations, codes and requirements of any regulatory or governmental agency having jurisdiction over the project; or as required or reasonably implied to achieve consistency and compatibility with attendant design elements. Poor fit or oversized openings will not be acceptable. Cutting, drilling or other alterations of prefabricated members such as floor trusses, roof trusses, beams, etc. will NOT be allowed without prior approval from the Architect/Engineer of record. The integrity of all structural members must be maintained.

20.14 Notices. Where the Contract Documents require one party to notify the other party, such notice shall be provided in a written communication to the Designated Representative of said party and shall be deemed to have been duly made if delivered in person, by mail, by overnight courier, by facsimile, or by email.

20.15 No Waiver of Performance. The failure of Contractor to enforce one or more provisions of this Subcontract shall not be construed to be and shall not be a waiver of any such provision(s), and Contractor shall thereafter be entitled to enforce each and every such provision(s) without any requirement that Contractor provide notification to Subcontractor of its intention to thereafter enforce such provision(s).

20.16 Third-Party Beneficiary. The Subcontractor agrees that the Owner is a third-party beneficiary of this Agreement.

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ADDENDUM 1

INSURANCE AND BONDS

Subcontractor:

Project Name: Sandbox Test Project - Charlotte Region

Samet Job #:

Subcontract #: 20039003

ARTICLE A1.1 GENERAL

A1.1.1 Subcontractor shall purchase and maintain insurance, and if required, provide bonds as set forth in this Addendum 1. Unless otherwise specifically defined in this Addendum 1, any capitalized terms herein shall have the same meaning as set forth in the Subcontract Agreement.

A1.1.2 The coverage limits set forth in this Addendum 1 are minimum limits. If the Prime Contract or other Contract Documents require higher limits, then the Subcontractor shall provide such higher limits. Subcontractor acknowledges receipt of a copy of the insurance requirement in the Prime Contract.

A1.1.3 The Contractor makes no representation as to the adequacy or sufficiency of the coverages set forth herein. The following requirements shall in no way be construed to limit or eliminate liability of the Subcontractor, which arises from performance of the Work under the Subcontract Agreement. Subcontractor is responsible for any losses, claims, and costs of any kind which exceed the Subcontractor's limits of liability, or which may be outside the coverage scope of the policies, and which are caused by the negligence of Subcontractor or its representatives, employees, consultants, agents and lower tier subcontractors.

A1.1.4 In no event shall the failure to provide proof of insurance as set forth herein, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's, or its lower tier subcontractor's, insurance obligation set forth herein.

ARTICLE A1.2 PAYMENT AND PERFORMANCE BONDS (P&P Bonds)

A1.2.1 As related to the Project of this Agreement, Subcontractor ☐ is or ☒ is not required to provide P&P Bonds at the time of execution of this Agreement.

A1.2.2 If P&P Bonds are required per Article A.2.1, Subcontractor shall obtain P&P Bonds, each with a penal amount equal to 100% of the Subcontract Amount, on forms acceptable to Contractor. The premium for these bonds shall be paid by Subcontractor and the cost thereof shall be included in the Subcontract Amount.

A1.2.2.1 If required per Article A.2.1, Subcontractor shall provide P&P Bonds prior to commencement of Subcontractor's Work under this Agreement. The commencement of Work by Subcontractor without having provided said P&P Bonds shall not be considered a waiver or release by Contractor of the requirement for P&P Bonds, and Subcontractor shall have proceeded with the Work at its own risk and shall not be entitled to payment under the Agreement until such P&P Bonds are delivered to Contractor.

A1.2.3 Subsequent to the execution of this Agreement, if a bond is later required for the Project, upon Contractor's written request, Subcontractor shall obtain P&P Bonds, each with a penal amount equal to 100% of the then current Subcontract Amount, including all adjustments thereto, on forms acceptable to Contractor. The cost of any subsequently required P&P Bonds shall be charged to the Project outside of the scope of Subcontractor's Work. Subcontractor shall submit for reimbursement a separate invoice for the cost of the P&P Bonds without profit and/or overhead.

ARTICLE A1.3 CONTROLLED INSURANCE PROGRAM

A1.3.1 This Project ☐ shall or ☒ shall not be enrolled in a Controlled Insurance Program (CIP).

ARTICLE A1.4 SUBCONTRACTOR INSURANCE

A1.4.1 Subcontractor shall secure, pay for, and maintain insurance as enumerated below, and such insurance shall be from an insurer lawfully authorized to transact business in the State of North Carolina and in the state wherein the Project is located, and have a minimum A.M. Best Rating of "A". The insurance must be issued by an insurer(s) acceptable to the Contractor, and in such amounts as required by the Contract Documents. Subcontractor shall furnish such other insurance coverages as may be applicable to its Work and as required under this Agreement, all prior to commencing its Work. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, allowed to expire, or not renewed, nor restricted modifications added unless at least thirty (30) days prior written notice has been given to Contractor. Coverages shall be maintained without interruption from the date of commencement of Subcontractor's Work and thereafter remain in full force and effect for the longer of (a) the expiration of the applicable Statutes of Limitations and Repose in the State where the Project is located for any claims arising out of or in any way related to the Subcontractor's Work or (b) such longer period as may be required by the Contract Documents or any applicable laws and regulations, but in no event less than 6 years. Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to the commencement of Subcontractor's Work. Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing coverage for any sub-subcontractors of the Subcontractor for CGL liability insurance, Worker's Compensation and

Employer's Liability Insurance, and Automobile Liability Insurance, as described herein. **If Subcontractor begins Work prior to providing Contractor with acceptable Certificates of Insurance, Contractor may withhold all payments to Subcontractor until Contractor receives acceptable Certificates of Insurance.** In the event Subcontractor fails to obtain or maintain any insurance coverage required by this Agreement, or the Contract Documents, Contractor may at its option: (i) terminate the Subcontractor or (ii) purchase such coverage and charge the expense thereof to the Subcontractor. The coverage and limits of said insurance are as outlined below.

A1.4.2 Worker's Compensation and Employer's Liability meeting statutory limits mandated by state and federal laws or no less than:

- \$1,000,000 Each Accident
- \$1,000,000 Policy Limit
- \$1,000,000 Each Employee

A1.4.3 Commercial General Liability ("CGL") including coverage for Premises-Operations, Products-Completed Operations, Contractual Liability, Personal Injury, Bodily injury and Property Damage (including coverage for Explosion, Collapse, Soil subsistence and Underground hazards):

- \$1,000,000 Each Occurrence other than Completed Operations claims
- \$2,000,000 General Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 Products –Completed Operations Aggregate

The General Aggregate Limits and the Completed Operations limits shall be separate limits and shall be administered as separate limits. Only Completed Operations claims shall be applied to the Completed Operations limits. All other claims shall be applied to the General Aggregate. The Subcontractors policy shall be endorsed to provide these separate limits.

A1.4.3.1 CGL coverage shall be written on ISO coverage form CG 00 01 04 13, or a current version providing equivalent coverage. The CGL provided by subcontractor for this project shall provide ongoing operations, independent contractors, products-completed operations, bodily injury and property damage, and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in an insured contract). There shall not be any reduction or limitation in the coverage required herein and offered by the policy forms insuring Subcontractor, including but not limited to, the exception to the "your work" exclusion for subcontracted work for completed operations claims.

A1.4.3.2 Subcontractor shall provide coverage for pollution, explosion, collapse and soil subsistence and underground property damage by endorsement or additional policy if such risks are not covered by Subcontractor's policy.

A1.4.3.3 EIFS Coverage. As related to the Project of this Agreement, Subcontractor's Work ☒ involves or ☐ does not involve the installation and/or application, or any part thereof, of exterior insulation and finish systems, synthetic stucco or similar exterior coatings or surfaces (collectively, "EIFS"). If the Subcontractor's Work involves EIFS as set forth in this Article, Subcontractor's CGL policy under Article A1.4.3 shall not contain an exclusion or restriction of coverage for claims related to any EIFS. Subcontractor's Certificate of Insurance shall indicate EIFS coverage. Upon request of Contractor or Owner, Subcontractor shall provide a copy of the policy providing EIFS coverage.

A1.4.4 Automobile Liability providing (i) At least \$1,000,000 Combined Single Limit for bodily injury and property damage, including all owned, leased, non-owned and hired motor vehicles and (ii) Endorsement naming Contractor as an Additional Insured.

A1.4.5 Additional Insureds. Contractor, Owner and all other parties required of Contractor by the Prime Contract shall be included as Additional Insureds on the Subcontractor's CGL, and including ongoing and completed operations coverage for the Additional Insured on Subcontractor's policy, using both ISO Additional Insured Endorsements CG 20 38 04 13 and CG 20 37 04 13 or an equivalent coverage for an Additional Insured. If equivalent forms are used the coverage afforded shall include ongoing and completed operations and shall afford coverage equal to or greater than the ISO forms cited.

A1.4.5.1 Attached to all Certificates of Insurance provided by Subcontractor shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's CGL policy that, to the fullest extent permitted by law, names Contractor, Owner and all others as may be required by the Prime Contract, as Additional Insureds ("Additional Insureds"). Insurance for the Additional Insureds shall be at least as broad as the coverage provided for the Named Insured Subcontractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided by Owner, Contractor or any other Additional Insureds. During the period insurance is required to be provided as described herein there shall be no modification, reduction or cancellation in insurance provided to Contractor, or any other Additional Insureds, by endorsement or otherwise including but not limited to the ISO standard CGL policy exclusion relating to the "your work" exception for subcontracted work during completed operations. Subcontractor shall maintain CGL coverage for itself and all Additional Insureds for the duration of the project and maintain completed operations coverage for itself and each Additional Insured, including Contractor, for the longer of (a) the expiration of the applicable Statutes of Limitations and Repose in the State where the Project is located, for any claims arising out of or in any way related to the Subcontractor's Work or (b) such longer period as may be required by the Contract Documents or any applicable laws and regulations but in no event less than 6 years.

Subcontractor is solely responsible to ensure that all Subcontractor's subcontractors, sub-subcontractors (of any tier), vendors and suppliers ("Lower Tier Party") provide the necessary insurance coverage required by the Contract Documents and in no case less than the limits provided in this Agreement. Subcontractor is responsible for obtaining prior to the start of any Lower Tier Party's work, and maintaining on file, Certificates of Insurance for each Lower Tier Party and shall provide a copy of all Certificates to Contractor upon request.

A1.4.5.2 Additional Insured endorsement(s) shall not limit Additional Insured coverage to less than those insurance limits required by the Contract Documents.

A1.4.5.3 Subcontractor's CGL under which Contractor, Owner and all other Additional Insureds are made Additional Insureds shall provide coverage at least as broad as described herein.

A1.4.6 Excess Liability/Umbrella providing (i) At least \$1,000,000 for any one occurrence and (ii) at least \$1,000,000 aggregate per Project. Umbrella policy must provide coverage excess of policies noted above. The Umbrella policy coverage shall be at least as broad as the coverages required above and shall include as Additional Insureds all entities required to be named as Additional Insureds on the Subcontractor's CGL policy above. The excess/umbrella shall be written on a follow form basis. Such Umbrella coverage shall be primary and non-contributory, including any deductible, to any other insurance or self-insurance maintained by or provided to the Additional Insureds, and shall apply to both On-Going and Completed Operations. There shall be no endorsement or modification to the Umbrella coverage excluding any claims arising from pollution, explosion, collapse, underground property damage or work performed by Subcontractor or any Lower Tier Party.

A1.4.7 Pollution Liability Insurance. As related to the Project of this Agreement, Subcontractor ☒ is or ☐ is not required to provide Contractor's Pollution Liability Insurance ("CPL").

A1.4.7.1 If not provided under the Subcontractor's CGL policy, Subcontractor shall provide CPL, with a minimum limit of \$1,000,000 per claim and \$2,000,000 in the aggregate, providing coverage for, but not limited to, claims for bodily injury (including death) or property damage (including loss of use of the damaged property), arising from the discharge, dispersal, release or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water (including ground water), including claims arising from above ground and below ground storage tanks used by and/or damaged by Subcontractor in performance of its Work, mold, and other pollution conditions caused by Subcontractor while working at the Project site, including sudden and gradual pollution (collectively a "Pollution Condition"). Such coverage shall include on-site and off-site cleanup and emergency response costs, including costs and expenses incurred in the investigation and settlement of claims, transit, disposal, operation of a motor vehicle and completed operations. To the fullest extent permitted by law, Contractor and Owner, and all other parties required of Contractor by the Contract Documents, shall be included as Additional Insureds on the CPL by attachment of endorsement ISO CG 2038 (or equivalent), "Automatic Status for Other Parties When Required in Written Construction Agreement", and the policy shall contain a cross liability clause. The retroactive insurance date of such CPL insurance shall be no later than the commencement date of this Agreement. The CPL insurance shall be provided for the duration of the Project and shall continue for the longer of (a) the expiration of the applicable Statutes of Limitations and Repose in the State where the Project is located for any claims arising out of or in any way related to Subcontractor's Work or (b) such longer period as may be required by the Contract Documents or applicable laws and regulations. To the extent not covered by any insurance hereunder, Subcontractor shall indemnify, defend and hold harmless Contractor, Owner, and all other Additional Insureds, from and against all claims for any Pollution Condition arising out of Subcontractor's performance of its Work, including without limitation cleanup, control, removal, restoration, remediation, and emergency response costs, investigation and settlement of claims, and reasonable attorney's fees.

A1.4.8 Professional Liability Insurance (Errors and Omissions Coverage). As related to the Project of this Agreement, Subcontractor ☒ is or ☐ is not required to provide Professional Liability Insurance (Errors and Omissions Coverage) ("E&O Insurance").

A1.4.8.1 If the scope of the Subcontractor's work requires it to provide design services for any component of the Work required by the Contract Documents, Subcontractor shall provide and maintain throughout the period of the Project, and for a period of six (6) years thereafter as measured from the date of Substantial Completion of the Project, or as required by law, whichever is more stringent, standard E&O Insurance in accordance with the following requirements and limits of coverage: (i) per claim limit of at least \$1,000,000; and (ii) Aggregate of at least \$2,000,000 per policy year. If the Subcontractor does not currently have E&O Insurance and professional design services are being provided through a third-party design professional, then Subcontractor shall obtain from the said third party design professional of record and shall provide Contractor with a Certificate of Insurance noting the coverage limits for E&O Insurance. The retroactive insurance date of such E&O insurance shall be no later than the commencement date of this Agreement.

A1.4.8.2 Subcontractor shall indemnify and hold harmless Contractor, Owner, and all other Additional Insureds from and against (i) all claims, demands, and causes of action arising out of Subcontractor's negligence, errors, omissions, or other fault of the Subcontractor or any persons for whom it is responsible; (ii) bodily injury or death to the Subcontractor or any persons for whom it is responsible; and (iii) infringement of intellectual property rights resulting from an item or process furnished, designed or specified by the Subcontractor or any persons for whom it is responsible. Failure of the Subcontractor's insurance to respond to a professional liability claim shall in no way negate the Subcontractor's contractual obligations to respond.

A1.4.9 Waiver of Subrogation. To the fullest extent permitted by law, Subcontractor waives all rights against (i) the Contractor and any of its other subcontractors, sub-subcontractors, agents and employees; and (ii) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages to the extent covered by property insurance applicable to Subcontractor's Work, except such rights as Subcontractor may have to proceeds of such insurance. Subcontractor shall require of its sub-subcontractors, agents and employees their own CGL and/or Worker's Compensation insurance or by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. Subcontractor further waives all claims and all rights of subrogation against Contractor and Owner for loss of, or damage to, Subcontractor's Work, tools, machinery, equipment, materials or supplies.

A1.4.10 Deductibles/Self-Retention. To the extent any of the insurance coverages to be provided by Subcontractor in this Addendum 1 are subject to any deductibles or self-insurance retentions, Subcontractor shall be solely responsible for the payment of such deductibles or retentions and any costs not covered by such deductibles or retentions. To the extent any claims are made against any insurance, including any Builder's Risk insurance, provided by the Contractor or Owner on the Project, due to Subcontractor's negligent acts or omissions, Subcontractor shall be responsible for the payment of any deductibles or self-insurance retentions and any costs not covered by such deductibles or retentions under said insurance policies of Contractor or Owner.

A1.4.11 Sample Certificate. A sample Certificate of Insurance is attached to this Agreement as **Addendum 1-1**. Subcontractor is required to use this form or another form providing equivalent information.

A1.4.11.1 Subcontractor shall provide Contractor with an acceptable Certificate of Insurance prior to commencing Work.

ARTICLE A1.5 BUILDER'S RISK INSURANCE. Contractor is not obligated to carry Builder's Risk insurance for the benefit of Subcontractor. Subcontractor agrees that it will assume responsibility to determine whether Builder's Risk Insurance is in force. Upon request of Subcontractor, Contractor shall provide Subcontractor with satisfactory evidence of Builder's Risk insurance, if any, or any other property or equipment insurance in force for the Project and procured by Contractor or Owner. Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, equipment or other property or similar items not covered by Owner's or Contractor's insurance on the Project.

ARTICLE A1.6 ACKNOWLEDGEMENT OF REVIEW. The Subcontractor represents that it has reviewed this Addendum 1, that all appropriate boxes are checked at the time of execution of this Addendum 1, that it has or will provide a copy of these insurance requirements to its insurance agent and/or broker, and that the Subcontractor will provide insurance in full compliance with the terms and conditions herein. The Subcontractor hereby acknowledges that this Addendum 1 is a material component of the Subcontract Agreement.

(Subcontractor)

By: Sample - Do Not Sign

Printed Name: _____

Printed Title: _____

Date: _____

This is a Sample Certificate that is required by Samet (and all of its subsidiaries).

NOTE: It is only a sample. The Minimum Coverages shown below are just that. You must verify against and meet any Project Specific requirements. All other below Check boxes are required unless otherwise noted.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Insurance Agency Name and Address		CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		FAX (A/C. No):
		INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company's Name(s)		NAIC #
INSURED Subcontractor's Name Address City, State, Zip NOTE: Must match the name on Subcontract/PO		INSURER B: "		
		INSURER C: "		
		INSURER D: "		
		INSURER E: "		
		INSURER F: "		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			Policy Numbers Required for each type of Insurance Coverage "Occur" box Must be Checked "Project" box Must be Checked If Project includes EIFS, subcontractor performing EIFS application must have EIFS Coverage as part of CGL Must include Hired and Non-Owned OR Any Auto	Current Policy Date	Current Policy Date	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER: EIFS						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRE AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
A	UMBRELLA LIAB						EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB						AGGREGATE	\$ 1,000,000
	DED						RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			You MUST enter a "Y" or "N" in this box based on your policy. As noted, ONLY Proprietor/Partner/Officer/Members are permitted exclusions.			PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			If you are a Design Professional or a subcontractor providing design-build or design assist services, this Coverage is Required.			Per Claim: \$1,000,000	Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder, Owner and all other parties as required by Contract are Additional Insured on a Primary & non-Contributory basis which includes "your work". A Waiver of Subrogation in favor of Holder is provided on all policies scheduled above. A 30-day cancellation notice must be provided by endorsement.

NOTE: Additional Insured endorsement must include On-Going & Completed Operations coverage. Copies of all endorsements are required.

CERTIFICATE HOLDER Samet Corporation and all of its Affiliates and Joint Venture partners 309 Gallimore Dairy Road, Suite 102 Greensboro, NC 27409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent Signature Required
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ACORD 25 (2014/01)

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Doc. Date: 01-01-14, REV. 3: 10-01-17

ADDENDUM 1-1
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Insurance Agency Name and Address	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Insurance Company's Name(s)</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company's Name(s)		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company's Name(s)															
INSURER B:															
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INSURER E:															
INSURER F:															
INSURED Subcontractor's Name Address City, State, Zip NOTE: Must match the name on Subcontract/PO															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below				Current Policy Date	Current Policy Date	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			If you are a demolition, grading, remediation, abatement or similar subcontractor who has potential pollution exposure, OR if there is a project specific pollution requirement, this Coverage is Required.			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 30-day cancellation notice must be provided by endorsement.

CERTIFICATE HOLDER Samet Corporation and all of its Affiliates and Joint Venture partners.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent Signature Required
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

EXAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ADDENDUM 2

WORK RULES, SAFETY & QUALITY POLICY

Subcontractor:

Project Name: Sandbox Test Project - Charlotte Region

Samet Job #:

Subcontract #: 20039003

ARTICLE A2.1 GENERAL

Unless otherwise specifically defined in this Addendum 2, any capitalized terms herein shall have the same meaning as set forth in the Subcontract Agreement. This Addendum 2 is a material component of the Subcontract Agreement. The provisions of this Addendum 2 are in addition to, and not in lieu of, any provisions in the Subcontract Agreement.

ARTICLE A2.2 SAFETY

A2.2.1 Subcontractor shall execute its Work with a visible, proactive commitment to safety at all levels. Subcontractor, its employees, and all its tiered subcontractors engaged on the Project site are required to adhere to Contractor's safety rules, regulations and policies. Subcontractor shall review and comply with Contractor's Site-Specific Safety Plan, if applicable, which shall be provided to the Subcontractor at the kick-off meeting. In addition, Subcontractor shall also review and comply with the Contractor's Site Safety & Incident Prevention Program, available here: <https://www.sametcorp.com/subcontractors/safety/>, which requirements are incorporated into the Subcontract Agreement by reference.

A2.2.2 Subcontractor shall designate a fulltime employee at the Project site who shall act as Subcontractor's "Competent Person", as defined by OSHA regulations. Subcontractor's Competent Person shall oversee the safety of Subcontractor's employees and will be expected to have above average knowledge of OSHA construction standards, pre-task safety planning, job hazard analysis and risk/severity assessment. Unless otherwise identified by Subcontractor in writing to Contractor, the Competent Person shall be the Subcontractor's Supervisor who shall have the necessary training and authority required by OSHA regulations to act as Subcontractor's "Competent Person". Such Competent Person shall attend all Project safety meeting as requested by Contractor and must be able to speak English fluently and speak the language(s) of the Subcontractor's employees and lower tier subcontractors it engages on the Project site. The Subcontractor's Competent Person may be asked to translate safety meetings and onsite orientations for Subcontractor's employees and its lower tier subcontractors. Contractor has the authority to remove or request a replacement of Subcontractor's Competent Person if such Competent Person is found not to be engaged in his/her duties or safe work practices.

A2.2.3 Subcontractor, its sub-subcontractors, suppliers, and any other person or entity for whom Subcontractor is responsible, shall not generate, introduce or transport any hazardous substance, material or equipment at, near or on the Project site without the prior approval of Contractor. Subcontractor shall exercise extreme care in performing any Work which involves explosives or other dangerous methods of construction or hazardous procedures, materials or equipment. Subcontractor shall use properly qualified individuals or entities to carry out its Work in a safe and reasonable manner to reduce the risk of bodily injury and property damage.

A2.2.4 Subcontractor shall provide Contractor with an inventory of all materials Subcontractor has or will have on site that are regulated under OSHA Standard 1910.1200. Subcontractor shall also provide Contractor with a Safety Data Sheet (SDS) on all the materials listed on its inventory prior to transporting such materials to the Project site. Subcontractor shall not subcontract any of its Work without securing the above from its sub-subcontractors and providing the same to Contractor.

A2.2.5 In an emergency affecting the safety of persons or property, Subcontractor shall act immediately to prevent threatened damage, injury or loss. In addition to, and not in lieu of, the safety requirements of the Contract Documents, Subcontractor shall immediately notify Contractor of any illness, injury or property damage with an accident investigation to be completed within twenty-four (24) hours of the incident notification. Any amputations or fatalities must be reported to the local OSHA office within twenty-four (24) hours of the incident. A receipt of required communication to the OSHA office shall be provided to Contractor within twenty-four (24) hours.

A2.2.6 Contractor is committed to providing a safe, drug-free workplace for all persons engaged on the Project site. Subcontractor shall promote a drug-free workplace with their employees. Subcontractor shall ensure compliance by itself, its employees, and sub-subcontractors with any applicable laws or regulations with respect to "drugs and the workplace" and shall be solely responsible for the consequence of any drug-related losses or expenses due to noncompliance. If required by the Prime Contract, or upon reasonable request of Contractor, Subcontractor shall provide a negative drug screening report for any of its employees or sub-subcontractors who will be working on the Project site.

A2.2.7 Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of its responsibility therefor.

A2.2.8 Contractor will conduct regular jobsite safety inspections to evaluate safety hazards and general compliance with OSHA Standards. Contractor shall notify Subcontractor of any discovered safety violation or conditions deemed hazardous by Contractor. Corrective action shall be required within a reasonable time as established by the notice. Failure to comply within the time established by the notice shall be considered grounds for Default as provided for in the Subcontract Agreement, and Contractor may, at its option, provide corrective action as required and deduct the cost thereof from any money due or thereafter to become due to Subcontractor. Contractor notifications are not intended to cover the requirements of any federal, state or local statute, ordinance or regulation, nor do they relieve Subcontractor of its legal obligation to maintain safe premises and operations for its employees.

A2.2.9 If required for the performance of its Work, Subcontractor shall erect and maintain suitable fences, barriers, and barricades. Subcontractor shall replace any fences, barriers and/or barricades which Subcontractor removes or damages in the performance of its Work and shall be responsible for maintaining a safe working environment while such fences, barriers and/or barricades are damaged or removed.

A2.2.10 Subcontractor has an affirmative duty not to overload the structures or conditions at the Project site and shall take reasonable steps to prevent any loading of any part of the structure or Project site that could give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage.

A2.2.11 In the event of any local, state or national epidemic or pandemic, including without limitation the COVID-19 pandemic or any similar or other pandemics or communicable diseases (hereafter "Diseases"), Subcontractor shall comply with all federal, state and local orders, recommendations and requirements of authorities having jurisdiction, including public safety authorities such as the Centers for Disease Control (CDC), as related to such Diseases and Subcontractor's Work on the Project. Such orders may include social distancing recommendations, and require additional personal protective equipment to be utilized on the Project site, monitoring of employee temperatures, increased sanitation measures related to Subcontractor's Work, increased personal hygiene measures, and other proactive measures to prevent the spread of the Diseases, all of which shall be complied with by Subcontractor while on the Project site at Subcontractor's expense. Additionally, Subcontractor shall notify Contractor immediately upon learning that any of Subcontractor's employees or lower tier subcontractors who were on the Project site have tested positive for any Diseases or are awaiting test results and are presumed positive. Such notice by Subcontractor need only indicate that an employee has tested positive or is presumed positive and indicate the day(s) the employee was on the Project site so that Contractor may take appropriate measures to sanitize the Project site, notify others who may have been exposed, and notify the Owner as may be required by the Prime Contract. Subcontractor need not provide any information in violation of HIPAA or other Laws.

ARTICLE A2.3 COMPLIANCE WITH LAWS AND ENVIRONMENTAL REGULATIONS

A2.3.1 Compliance requirements of the Prime Contract are incorporated herein by reference, and Subcontractor shall comply with such requirements. Specific reference is made to, but not limited to, the following: (a) equal opportunity employment requirements, (b) special trade permits and connection permits or fees, (c) employee wage rate determinations required by governing authorities, if applicable, (d) insurance provisions, and (e) environmental policy.

A2.3.2 Subcontractor shall give notices and comply with all Federal, state and local laws, ordinances, rules, regulations, codes and orders of any public authority bearing on the performance of the Work of this Agreement, including but not limited to: the Occupational Safety and Health Act of 1970; Fair Labor Standards Act; building codes; federal, state and local tax laws; Workers' Compensation Acts; the General Safety Rules and Regulations of the Construction Industry as currently required by the governing authorities having jurisdiction; and such other labor, non-discrimination, employment, Social Security and tax laws to the extent applicable to performance of the Work under this Agreement.

A2.3.3 Subcontractor shall observe and comply with all environmental requirements of Owner, Architect, Engineer, Contractor and the Prime Contract. Owner, Architect, Engineer and/or Contractor may retain independent persons experienced in environmental matters to ensure that acceptable environmental standards are being maintained during the performance of the Work. Failure by Subcontractor to comply with such environmental requirements shall constitute an immediate event of default, and upon the occurrence thereof, Contractor may exercise any or all of the rights and remedies available to it under this Agreement or Applicable Law. Subcontractor shall immediately give notice to Contractor of any environmental disturbance, including without limitation: contamination of the environment such as any spills or leaks of fuels, lubricants, motor oils, pipe dope or coating, paints, solvents, ballasts, bilge garbage, sewerage, pollutants or other materials caused by the acts or omissions of Subcontractor or anyone for whom it is responsible; erosion; or archaeological finds. Subcontractor shall, if directed by Contractor, immediately stop its Work causing or affecting the environmental disturbance and take such other actions as may be required by Owner, Architect, Engineer, or Contractor. Subcontractor shall be responsible for all costs, including control and removal of, and shall indemnify and hold harmless Owner and Contractor against and from all loss, costs, or damages arising from pollution or contamination which originates from any environmental disturbance caused by Subcontractor or anyone for whom it is responsible.

A2.3.4 If hazardous materials or substances are being used on the site by Subcontractor, or anyone for whom they are responsible, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors and other employers on the site to such material or substance, give notice of the chemical composition thereof to Contractor in sufficient detail and time to permit compliance with laws by Contractor, other subcontractors and other employers at the site.

A2.3.5 Subcontractor shall reimburse Contractor for the cost and expense Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by Subcontractor or (2) where Subcontractor fails to perform its obligations under Article A2.3.4, except to the extent that the cost and expense are due to Contractor's fault or negligence.

A2.3.6 Subcontractor shall defend, indemnify and hold harmless Contractor and Owner from any and all liability, damages, fines, citations and costs arising out of Subcontractor's failure to comply with Applicable Law. In the event of Subcontractor's violation of any of the requirements of this Article A2.3, Subcontractor shall bear all costs resulting from any such violation and shall defend, indemnify and hold harmless Contractor and Owner from any damages, including reasonable attorney's fees, claims, losses, expenses and causes of actions arising from such violations.

ARTICLE A2.4 LABOR RELATIONS AND CONDUCT

A2.4.1 Subcontractor acknowledges and understands that contracts on the Project are awarded and labor employed without discrimination as to whether the employees of any contractor or subcontractor are members or non-members of any labor organization.

A2.4.2 Subcontractor agrees that all workers employed or used by Subcontractor or its sub-subcontractors, shall be paid by their respective employers all wages and benefits to which they are entitled in accordance with Applicable Law, including but not limited to, the federal Davis Bacon Act if applicable to the Project, and to make payments at the time prescribed in the Subcontract Documents or by law. Subcontractor, upon request of Contractor, shall certify that it and all its subcontractors are in compliance with all laws pertaining to the payment of wages and benefits. If the Project of this Agreement is subject to the federal Davis Bacon Act, Subcontractor shall be notified by Contractor prior to execution of this Agreement and the terms of any wage and certification requirements shall be set forth on an exhibit to be attached to this Agreement. Subcontractor and its lower tier subcontractors agree that Contractor is entitled, but not required, to monitor compliance with this policy, and that any false certifications or failure to comply with Applicable Laws pertaining to payment of wages and benefits may result in termination and/or other penalties.

A2.4.3 In addition to, and not in lieu of, any other provisions herein requiring compliance with Laws, Subcontractor warrants to Contractor that it: (a) has fully complied and shall continue to fully comply, at its sole cost, with all applicable federal, state and local Laws concerning employment and immigration, including without limitation, the Immigration Reform and Control Act of 1986 ("IRCA") and the employment eligibility verification provisions therein, and the child labor restrictions set forth in the Fair Labor Standards Act ("FLSA") and any other applicable statute; (2) has properly trained and shall continue to properly train its staff regarding the execution and retention of Forms I-9 Employment Eligibility Verification and any other applicable employment verification method used by Subcontractor to comply with any requirements of IRCA and any other applicable Laws; is not now in violation of IRCA or any child labor restrictions including without limitation those set forth in FLSA; (4) has provided written notification to Contractor of all prior citations by any government agency for violation of IRCA or any child labor restrictions including without limitation those set forth in FLSA; (5) has implemented and shall continue to implement a company-wide employment verification policy that fully complies with all applicable federal, state and local Laws, including without limitation the use of the **E-Verify** for employment eligibility verification for all new hires where such usage is required by law or required by the Prime Contract. Subcontractor further warrants that if Subcontractor becomes aware of any government audit of its employees, employer verification procedures or any child labor restrictions, it shall immediately notify Contractor in writing of such audit and provide Contractor a copy of the finding when they are made available.

A2.4.4 Subcontract shall maintain harmony among its personnel, lower tier subcontractors and other workers. Subcontractor shall not employ any persons or engage in any activities which cause, or are likely to cause, a work stoppage or other similar concerted labor action. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work and shall remove or cause to be removed from the Project site any such person(s) reasonably determined by Owner or Contractor to be detrimental to Owner's best interests.

A2.4.5 If Subcontractor's workers, or workers of Subcontractor's lower tier subcontractors, engage in a work stoppage or strike, whether against Subcontractor or to support employees of a third party, Contractor may suspend Subcontractor for a reasonable time and either perform the services or retain a third party of its choosing to perform the services Subcontractor would have otherwise had to perform under this Agreement. Subcontractor shall defend, indemnify and hold harmless Contractor from all costs, losses or expenses, including reasonable attorney's fees incurred by Contractor related to such work stoppage and/or suspension of Subcontractor. If Contractor suspends Subcontractor under this provision, Subcontractor shall not receive any further payments under this Agreement except for payments for Work satisfactorily performed through the date of suspension less all costs, losses or expenses, including reasonable attorney's fees, incurred by Contractor, and Contractor may retain out of any payment due or to become due Subcontractor under this Agreement, or under any other agreement between Contractor and Subcontractor, an amount sufficient to cover such costs. Subcontractor shall refund Contractor, upon written demand, any amounts paid in advance for Work not performed by Subcontractor.

A2.4.6 To the extent required by the Prime Contract and/or upon written request of Contractor, Subcontractor shall obtain criminal history record information regarding its and its subcontractor's "Covered Employees". For the purposes of this Article, "Covered Employees" means employees, agents, lower tier subcontractors or suppliers of Subcontractor who

have or will have continuing duties related to the Work to be performed at the Project. Subcontractor agrees that it will not assign any Covered Employees who Owner and/or Contractor reasonably determined have a disqualifying criminal history to work on the Project. On request of Contractor, Subcontractor shall provide all necessary identifying information to allow Contractor to obtain criminal history record information covered by employees of Subcontractor and all its lower tier subcontractors and suppliers. Subcontractor shall update this list at the request of Contractor. If Subcontractor becomes aware that a Covered Employee has a record disqualifying criminal history, then Subcontractor shall immediately remove the Covered Employee from the Project and notify Contractor in writing within three (3) business days. If Contractor objects to the assignment of any Covered Employee based on the Covered Employee's criminal history record information, Subcontractor agrees to discontinue using that Covered Employee on the Project.

A2.4.7 Subcontractor shall conform to Contractor's hours of work, and any Work performed outside those hours must be approved in advance by Contractor. No premium or overtime will be allowed or paid without prior written approval by Contractor.

A2.4.8 Subcontractor and all its lower tier subcontractors agree:

A2.4.8.1 All personnel assigned to the Project site shall conduct themselves in a professional manner and be respectful of others on the Project including employees of Contractor, Owner, other subcontractors and adjacent property owners.

A2.4.8.2 Obscene, vulgar or harsh conduct will not be tolerated in any manner. Obscene displays or inappropriate comments to the public or any Project personnel will result in the immediate dismissal of the offender from the Project site regardless of his or her position.

A2.4.8.3 Alcohol, tobacco and controlled substances are prohibited on the Project site.

A2.4.8.4 Subcontractor shall not communicate directly with Owner during the period of this Agreement unless agreed to by and in the presence of Contractor. All submittals or other Project communication or documentation, unless otherwise directed, will be directed to Contractor.

ARTICLE A2.5 QUALITY

A2.5.1 In addition to the requirements of Article 8 of the Subcontract Agreement, Contractor may establish a Site-Specific Quality Control Plan to ensure that all Work performed by employees and subcontractors meets all contractual requirements. If applicable, Contractor's current Site-Specific Quality Control Plan will be provided to Subcontractor at the kick-off meeting. Upon receipt of the Site-Specific Quality Control Plan, Subcontractor will be expected to review and comply with the Site-Specific Quality Control Plan.

EXAMPLE

ADDENDUM 3

APPLICATION FOR PAYMENT



INSTRUCTIONS TO RECEIVE PAYMENT

The below items are required for payment.

1. Application for payment must be received by the **20th day** of each month.

Request for payment received after the 20th of each month will fall into the following month's payment cycle.

2. Reconciliation of contract amount (including any change orders) with previous payments is a pre requisite of application acceptance.

Applications submitted without proper mathematical reconciliation will be rejected.

3. Contract/Change Orders must be fully executed (signatures of both parties).

YOU ARE RESPONSIBLE FOR PROPER DOCUMENTATION

4. Current certificates of insurance, all of which meet 's requirements, must be on file. A sample certificate outlining 's requirements is available by visiting:
<http://www.sametcorp.com/subcontractors/apply/>
5. Payments will be processed from original, faxed or emailed invoices (if faxed or emailed do not send a paper copy in the mail). Email Pay Applications to accts@sametcorp.com or to fax to (336) 544 2562.
6. Application for payment must be **approved by the PROJECT MANAGER** and include an itemized schedule of values displaying a breakdown of labor, materials and equipment.
7. Any other documents that are specifically required for the project.

YOUR APPLICATION FOR PAYMENT consists of the following documents:

- A. Application and Certification for Payment Form
- B. Continuation Sheet Approved Schedule of Values
- C. Subcontractors List of 2nd Tier Suppliers and Subcontractors
 - a. 2nd Tier Partial Lien Waivers may be requested with your partial payment request at 's discretion.
- D. Sales Tax Affidavit

****The Application for Payment documents listed above are available in a Microsoft Excel version by visiting:**

<http://www.sametcorp.com/subcontractors/forms/>

SUBCONTRACTOR/SUPPLIER STANDARD APPLICATION & CERTIFICATION FOR PAYMENT

TO CONTRACTOR:

Samet Corporation

Project: _____

Project #: _____

FROM: SUBCONTRACTOR/SUPPLIER

Owner: _____

Designer: _____

Subcontractor for: _____

Application # _____

Subcontract / P.O. # _____

Period From: _____ to _____

SUBCONTRACTOR/SUPPLIER'S APPLICATION FOR PAYMENT: Applications made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL SUBCONTRACT/PURCHASE ORDER SUM _____
2. Net change by Change Orders _____
3. SUBCONTRACT/PURCHASE ORDER SUM TO DATE (Line 1 + 2) _____
4. TOTAL COMPLETED AND STORED TO DATE
(Column G on Continuation Sheet) _____
5. RETAINAGE: _____
 - a. % of Completed & Stored to Date Work (Column I on Contin. Sheet) _____
 - Total Retainage (Line 5a or Total in Column I of Continuation Sheet) _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total). _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) _____
8. CURRENT PAYMENT DUE: _____
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6). _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders previously approved by GC		
Total approved this Month:		
Totals:		
Net change by Change Orders:		

Partial Waiver of Lien In consideration for, and effective upon receipt of, payment in the amount of Current payment Due noted above, to be paid after approval of this request, the Undersigned Subcontractor/Supplier does hereby waive, release and discharge all claims, liens, bond claims, Claims of Lien on Real Property, and Notices of Claim of Lien upon Funds on or against Owner, Contractor, Contractor's Surety or on the Project described above or any funds owed to anyone on the Project for and on account of labor, services, materials, fixtures, apparatus or machinery furnished by the Undersigned to or for the above-described Project, through the end date of the Pay period above, excepting only those claims for retainage withheld.

Further, Undersigned certifies that to the best of its knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that Current Payment Due noted above is now due. Undersigned further represents and warrants that all labor, materials, equipment, services and other items, including without limitation all payroll, sales and privilege taxes furnished by it and/or its subcontractors and suppliers for Work on the Project for which Undersigned Subcontractor/Supplier has previously been paid by Contractor, have been paid by the Undersigned, and Undersigned agrees to indemnify Owner, Contractor and Contractor's Surety from any claims for the same.

SUBCONTRACTOR OR SUPPLIER:

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public:

My commission expires:

Contractor's Approval
In accordance with the Contract Documents, based on on site observations and the data comprising the application, this Application for Payment has been approved.

By: _____ Date: _____
Samet Corporation

Outstanding Change Requests:

If there are any outstanding change requests as of the date of this Application for Payment, the Subcontractor/Supplier shall provide a detailed list of these items below. Failure to list these items, if applicable, may result in the denial of the Subcontractor/ Supplier's change request due to untimely notice to the General Contractor.

Outstanding Item(s) Description:

COR No.

Amount

- 1.
- 2.
- 3.
- 4.

Total Outstanding Change Requests:

\$

EXAMPLE

CONTINUATION SHEET

APPLICATION NO:
 APPLICATION DATE:
 PERIOD TO:
 PROJECT NO:

Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
GRAND TOTALS								

Subcontractor's Name & Address

Contact Name:	
Phone & Email:	

[illegible]

I ACKNOWLEDGE THE INFORMATION SUBMITTED IS TRUE AND ACCURATE.

(Must be signed by a Principal of the company)



SALES TAX AFFIDAVIT

The purpose of this Sales Tax Affidavit is to provide Samet Corporation documentation that you have paid sales tax on materials purchased for the Samet Corporation job referenced below. Please select one of the three options shown below and provide this affidavit with each pay application to Samet Corporation. This document must be signed and returned to this office before any final retainages are released.

Job Name: _____

Job Location: _____

Period To Date:

☐ The undersigned certifies that all state and local taxes (including sales, use and excise taxes) applicable to the work and services performed and materials and equipment incorporated into the work, in each case pursuant to the contract referred to above, have been paid in full.

☐ If state and local taxes (including sales, use and excise taxes) have been paid to a jurisdiction other than the location of the project listed above, please indicate the amount of material purchases as well as amounts paid to each jurisdiction.

Net Amount Paid for Materials: \$ _____

County Tax	\$ _____	_____ %
City Tax	\$ _____	_____ %
State Tax	\$ _____	_____ %

☐ In the event state and local sales tax have not been, please list the amount of purchases made for materials and provide a brief description as to why sales tax has not been paid.

Net Amount Paid for Materials: \$ _____

Reason for no sales tax: _____

Signature: _____

Company Name: _____

Printed Name: _____

Address: _____

Date: _____

Sworn to and Subscribed before me:

This ____ Day of _____, 20____
(Seal)

Notary Public
My Commission Expires:



E 589CI

Affidavit of Capital Improvement

Form E 589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

Owner, Tenant, or Real Property Contractor

Real Property Contractor (General Contractor or Subcontractor)

Hired to perform capital improvement

Describe capital improvement to be performed:

Project Name:

Project Address (where the work is to be performed)

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of

Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section execute a blanket affidavit.)

Ⓒ

Real Property Contractor

Address

City

State

Zip Code

Ⓓ

Real Property Contractor or Subcontractor

Hired to perform capital improvement

Address

City

State

Zip Code

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). The following exceptions do not apply to remodeling.

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I - Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- Box A - Owner, Tenant or Real Property Contractor: Enter property owner's name and address.
- Box B - Real Property Contractor (*General Contractor or Subcontractor*): Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- Box A - Owner, Tenant or Real Property Contractor: Enter general contractor's name and address.
- Box B - Real Property Contractor (*General Contractor or Subcontractor*): Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- Box A - Owner, Tenant or Real Property Contractor: Enter lessee or tenant's name and address.
- Box B - Real Property Contractor (*General Contractor or Subcontractor*): Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- Box C - Real Property Contractor: Enter the hiring real property contractor's name and address.
- Box D - Real Property Contractor (*General Contractor or Subcontractor*): Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.

TRADE PACKAGE SCOPE OF WORK

03A CONCRETE FOUNDATIONS, WALLS, SLABS, & SITE SUBCONTRACT

Furnish all labor, materials, tools, taxes, safety, insurances, equipment, hoisting, cranes, supervision, and all other incidentals necessary to accomplish all **Concrete Foundations, Walls, Slabs, & Site** Work in accordance with all Contract Documents and as defined within **Trade Package General Scope Requirements** and this Scope of Work.

Subcontractors/Suppliers performing work on multiple portions of the project site (i.e., buildings, parking area, site, etc.) shall provide separate equipment, hoisting, cranes, supervision including, but not limited to management, superintendent, foreman, tradesman, laborers, etc. for each portion unless agreed to otherwise in writing by the General Contractor. If the project needs and schedule are not being met to the satisfaction of the General Contractor, written approval will be rescinded, and the original staffing requirements shall be provided by the Subcontractor.

Project Specifications for the Concrete Foundations, Walls, Slabs, & Site Scope of Work are listed below. This Subcontractor or Supplier shall carefully examine all specification sections and drawings within the Contract Documents and be responsible for all work described within this Scope of Work and as required on the project.

PROJECT SPECIFICATIONS

This Subcontractor is responsible for all Division 1 - General Requirements as listed below prepared by the Architect, Design Consultants, and/or General Contractor or as designated elsewhere within the Technical Specifications or Drawings as applicable to this Trade Package Scope of Work.

DIVISION 1 – GENERAL REQUIREMENTS	
GC Req.	General Requirements Manual
GC Req.	Trade Package Scope Manual
GC Req.	Trade Package General Scope Requirements
010200	General Sitework Requirements
011000	Summary
012100	Allowances
012200	Unit Prices
012300	Alternates
012500	Substitution Procedures
012501	Substitution Request Form
012900	Payment Procedures
013100	Project Management and Coordination
013300	Submittals Procedures
014000	Quality Requirements
014110	Statement of Special Inspections
014200	References
015000	Temporary Facilities and Controls
016000	Product Requirements
017300	Execution

017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017823	Operation and Maintenance Data

Primary Responsibility

This Subcontractor is responsible for all Primary Specification Responsibilities listed below unless this Scope of Work specifically states otherwise.

PRIMARY TECHNICAL SPECIFICATION RESPONSIBILITIES (PROJECT MANUAL)	
033000	Cast-in-Place Concrete
107500	Flagpoles
313116	Termite Control

Secondary Responsibility

This Subcontractor is responsible for all Secondary Specification Responsibilities listed below to the extent applicable, or defined, within this Scope of Work.

SECONDARY TECHNICAL SPECIFICATION RESPONSIBILITIES	
033100	Polished Concrete Flooring
055000	Metal Fabrications
055100	Metal Stairs
072100	Thermal Insulation
079200	Joint Sealants
079500	Expansion Control
105113	Metal Lockers
312000	Earthwork
321313	Site Concrete
334100	Storm Drainage

The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall be responsible for complying with the requirements of each Scope of Work Description / Clarification Section listed above, **even if** those requirements are not shown within the Specification Sections listed above.

This Subcontractor shall be responsible for all Primary Specification Responsibilities identified above in their entirety. All costs associated with Primary Specification Responsibilities shall be included in this Subcontractor's Scope of Work and reflected in bid amount.

This Subcontractor shall be at least partially responsible for Secondary Specification Responsibilities identified above. The Secondary Specifications identify work scopes for which this Subcontractor is not wholly responsible but shall be applicable as it relates to the execution of Primary Specification Responsibilities. This may include a varying degree of responsibility from simple coordination to performing entire portions of work. The Secondary Specifications are not intended to be all inclusive and shall not limit the Subcontractor in any way with regards to installation of work identified in Primary Specification Responsibilities.

The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Work described herein and

below unless specifically noted otherwise to be part of another Subcontractor's Scope of Work. If for some reason an item of scope is included inadvertently in this scope of work and another trade package scope of work, this Subcontractor shall be responsible for including the subject scope of work within its base bid proposal regardless.

3.0 CONCRETE SCOPE OF WORK DESCRIPTION

- 3.0.1 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Work described herein and below unless specifically noted otherwise to be part of another Subcontractor's Scope of Work.
- 3.0.2 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all layout work, field engineering including vertical control, providing and maintaining lines and batter boards, protection of survey pins provided by others and coordination between its Subcontractors and other onsite subcontractors for all aspects covered under this Scope of Work. Building corners and control points will be established and maintained by the Concrete Foundations, Walls, Slabs, & Site Subcontractor using a Certified Registered Surveyor. The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall have Surveyor provide control lines on building slabs and benchmark elevations as located by the General Contractor (4 per floor and roof) for all trades use.
- 3.0.3 Concrete Formwork – This Work shall include providing of a complete concrete formwork system, where required, including but not limited to, formwork design / engineering, safety measures, preformed steel forms, plyform material, strongbacks, walers, kickers, wall braces and shores, temporary elevated slab on deck shores, if required, formed construction joints, edge forms, form ties, form release agents, chamfer strips, installation of dovetail anchors slots furnished by others, flashing reglets, nails, spikes, lag bolts, through bolts, miscellaneous anchors, waterstop, adjustable wedge inserts, threaded inserts, sealers, miscellaneous incidentals, form stripping, pointing, patching and rubbing of all exposed concrete surfaces following the form stripping operation, concrete embed supports, etc. This Subcontractor shall provide all concrete form work, including but not limited to, concrete footing forms, where required, step footing forms, rebar templates, anchor bolt templates, slab on grade column blockout forms, concrete pier forms, concrete wall and pilaster forms, if required, wall blockout forms, where required, slab on grade edge forms, slab on grade construction joints, depressed slab forms, slab on grade turndown forms, etc.
- 3.0.4 Miscellaneous Blockout Formwork – Miscellaneous slab on grade, wall or elevated slab blockout forms / sleeves required to accommodate work of other trades will be provided by the Subcontractor requiring a specific slab on grade, wall or elevated slab blockout form / sleeve, unless noted otherwise. Coordination of these items will be required by this Subcontractor.
- 3.0.5 Concrete Reinforcement and Accessories – This Work shall include furnishing and installing a complete concrete reinforcement and accessories system, including not be limited to, all reinforcing steel, welded steel wire fabric at slab on grade, tie wire, bar supports, bar chairs, slab on grade expansion joint filler and felts, column / wall support anchor bolts, adhesive

anchors, etc. This Subcontractor shall furnish and install all concrete reinforcement and accessories work, including but not limited to, concrete foundation reinforcement, including footing wall dowels to receive masonry (block walls by others), concrete wall reinforcement, concrete steps on grade reinforcement, concrete column reinforcement, concrete pier reinforcements, concrete slab on grade turn down reinforcement, equipment pad reinforcement, concrete slabs on grade reinforcement, including thickened slab reinforcement, elevated supported slab reinforcement, etc. All concrete steel bar reinforcement such as concrete footing dowels, thickened slab on grade dowels, etc. cast into a concrete assembly is part of this Scope of Work.

3.0.6 Cast-In-Place Concrete and Accessories – This Work shall include furnishing and installing all cast-in-place concrete with admixtures and PSI requirements as specified and accessories, including but not limited to, all concrete materials for foundations, slabs on grade, elevated slab on deck, column block out concrete, stair pan fill, concrete steps on grade, exterior/interior concrete equipment pads, elevator machine slabs, etc. in accordance with the concrete finishes specified. Provide all concrete floor sealers, curing compounds, expansion joints, slab on grade vapor barriers, non-shrink grout, saw cut joints, waterstop, diamond dowels, smooth bar dowels, etc. to complete this concrete scope of work.

3.0.7 Grouting Base Plates – This Work shall include furnishing and installing non-shrink grout at all base plates provided by the Structural Steel Subcontractor that are utilized or set atop concrete foundations, piers or other concrete related work.

3.0.8 Concrete Finishes – This Work shall include placement and finishing of all concrete furnished and installed as part of this scope of work in accordance with the finish tolerance requirements specified. Work shall also include providing slab on grade saw cut and/or tooled joints, where specified. Unless noted otherwise, all exposed concrete shall be pointed, rubbed and patched to provide a uniform and smooth face finish as part of this Scope of Work. EXTREME CARE SHALL BE TAKEN TO PLACE AND FINISH THE SLAB ON GRADE TO ACHIEVE A FF35 / FL25 TOLERANCE. SLAB ON GRADE TOLERANCE UNDER GYMNASIUM, CORRIDORS AND CAFETERIA FLOORING SHALL BE EVEN MORE STRINGENT AT A FF50/FL35 TOLERANCE. THIS MEANS THAT CERTAIN PLACE AND FINISH TECHNIQUES (SEPARATE POURS, SETTING PIPE SCREEDS, ETC.) MUST BE UTILIZED TO ENSURE THESE TOLERANCE REQUIREMENTS ARE MET. ALL OTHER TOLERANCES SHALL BE AS SPECIFIED IN SECTION 03300 – CAST-IN-PLACE CONCRETE OR THE APPLICABLE FLOORING SYSTEM (WHICHEVER IS GREATER OR MORE STRINGENT) AS SPECIFIED IN DIVISION 9 FINISHES.

3.0.9 Polished Concrete Floor Finish – Placement of concrete shall be provided by the Concrete Foundations, Walls, Slab & Site Subcontractor in a separate pour/s in accordance with the plans and specifications at locations indicated; the Polished Concrete Flooring Subcontractor shall coordinate with the Concrete Foundations, Walls, Slab & Site Subcontractor prior to concrete placement to ensure the design mix and placement methods of the concrete pour/s meets the project specifications. A pre-installation meeting with each Subcontractor present will be held prior to concrete placement. Additionally, the Polished Concrete Subcontractor shall be present during these concrete placement activities to ensure the plans and specifications are being followed And the Polished Concrete Flooring

Subcontractor WILL saw cut all control joints. The Polished Concrete Flooring Subcontractor shall provide all polishing materials, hardening and sealing agents. The Polished Concrete Contractor shall provide all special concrete floor finishes as defined within the contract documents to include but not limited to finishing system, hardening/sealing agent, protective treatments, water and oil repellent, stain and cleaning products.

- 3.0.10 The Concrete Foundation, Walls, Slabs & Site Subcontractor shall specifically reference sheet A3.0.13 for proposed locations of polished concrete flooring. Subcontractor should also reference section 01230 – Alternates.
- 3.0.11 Concrete Curing – This Work shall include furnishing and installing specified curing and sealing compounds at all concrete slabs scheduled as part of this Scope of Work. The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall confirm that the proposed cure and seal compound will have compatibility with all future scheduled floor finishes so as to not impede any future floor finishes work being performed by other trades. This subcontractor is responsible for curing concrete per the project documents including but not limited to wet curing. If the proposed floor finishes specified requires that the concrete surface be wet cured in lieu of the specified cure and seal compound, then the Concrete Foundations, Walls and Slabs Subcontractor shall wet cure the concrete surface(s) at no additional cost. This Subcontractor shall coordinate with the Polished Concrete Flooring Subcontractor to ensure recommended curing practices are adhered to in all areas to receive polished concrete finishes per designated alternate, this includes any wet curing methods, other admixtures, wet curing blankets, etc. as required.
- 3.0.12 Stepped Footings / Forms – Where required to accommodate underground site utility piping, plumbing piping, electrical conduit or mechanical piping which is run across scheduled concrete foundations / footings, the Concrete Foundations, Walls, Slabs, & Site Subcontractor shall step footings as required to accommodate this work being provided by other trades at no additional cost. The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall reference the site utility, mechanical, electrical and plumbing drawings to determine underground pipe or conduit locations in order to ascertain these requirements.
- 3.0.13 Exterior & Interior Equipment Pads – This Work shall include furnishing and installing all concrete related work required for Plumbing, Mechanical / Electrical equipment including concrete equipment pads, transformer pads, water heater pads, boiler pads, Chiller pads, pump pads, housekeeping pads, etc. on slabs poured under this scope of work. The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall coordinate the specific size requirements of these exterior and interior equipment concrete pads with the respective HVAC, Plumbing and Electrical Subcontractor.
- 3.0.14 Dumpster and Masonry Wall Screen Enclosures - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall specifically include all foundations, reinforcing, backfilling, slabs, concrete accessories, etc. for the Dumpster and Masonry Wall Screen Enclosures as indicated within the Contract Documents.

- 3.0.15 Concrete Admixtures & Corrosion Inhibitor – This subcontractor shall furnish all required or specified admixtures including but not limited to corrosion inhibitors, super plasticizer, accelerators, decelerators, air, fly ash, alkali-silica reaction inhibiting admixture, etc. to complete this trades scope of work and as specified in contract documents. All admixtures and quantities shall be listed on delivery tickets and provided to the CM prior each concrete pour. All admixtures and quantities shall be listed on all delivery tickets and copies given to the GC during each pour. Failure to supply admixture documentation could result in removal of that particular portion of the work at Concrete Foundations, Walls, Slabs, & Site Subcontractor expense.
- 3.0.16 Dry Shake Floor Hardener – If specified, the Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish and install dry shake floor hardener per specified quantities at areas indicated on the contract documents. Application rate shall be in accordance with specifications.
- 3.0.17 Liquid Floor Treatment – If specified, the Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish and install Liquid Floor Treatment per specified quantities at areas indicated on the contract documents. Application rate shall be in accordance with specifications.
- 3.0.18 Mud Mats – In order to avoid problematic excavations being left open before concrete can be poured following inspections, this work shall include providing and installing a minimum of (2) inches of lean concrete mud mats at the bottoms of all footing and foundation excavations. This may be avoided if the Concrete Foundations, Walls, Slabs, & Site Subcontractor can properly coordinate its work, however its best to error on the side of caution. No excuses for delay or cost shall be permitted should mud mats not be used during concrete work execution.
- 3.0.19 If required, this Subcontractor shall provide temporary shoring of elevated slabs on top of metal decks or free formed slabs in accordance with contract documents to accommodate the designed floor construction system. Evaluate structural design, structural notes and industry standard requirements to determine if this work will in fact be a required.
- 3.0.20 This Subcontract shall include the block out and forming necessary for the laundry extractor trench drain system as depicted on sheet P5.1. Coordinate size and locations with the 22A Plumbing Subcontractor. The 22A Plumbing Subcontractor shall provide all imbedded items to this Subcontractor for installation.

5.0 METALS SCOPE OF WORK DESCRIPTION

- 5.0.1 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Work described herein and below unless specifically noted otherwise to be part of another Subcontractor's Scope of Work.
- 5.0.2 Installation of Steel Embeds – This Work shall include installing all steel embedded items furnished by others which are cast directly into a concrete system, including but not limited

to, all required field engineering, vertical control and layout, column anchor bolts, steel weld plates, interior and exterior bollards, if applicable, miscellaneous embedded angles, stair nosings, etc.

5.0.3 All structural steel embed items will be furnished by the Structural Steel Subcontractor to this Subcontractor for installation. The Concrete Foundations, Walls, Slabs, & Site Subcontractor will be responsible for unloading, sorting, storing and protecting aforementioned miscellaneous steel materials furnished by the Structural Steel Subcontractor.

5.0.4 Installation of Floor Expansion Joint Assemblies – The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall install all floor expansion joint assemblies. The expansion joint assemblies shall be furnished by the Drywall, Framing and Insulation Subcontractor.

7.0 THERMAL AND MOISTURE PROTECTION SCOPE OF WORK DESCRIPTION

7.0.1 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Work described herein and below unless specifically noted otherwise to be part of another Subcontractor's Scope of Work.

7.0.2 Under-Slab Vapor Barriers – This Work shall include furnishing and installing a complete under slab vapor barrier system, including but not limited to, under slab vapor barrier membrane, pipe boots, seam tape, miscellaneous accessories, etc. at all locations designated within the Contract Documents. Any specific tears, rips, etc. made in the under slab vapor barrier shall be patched in accordance with manufacturer recommendations at no additional cost. Under-Slab Vapor Barrier shall be as specified but at a minimum 15 mil Stego Wrap material or approved equal.

10.0 SPECIALTIES SCOPE OF WORK DESCRIPTION

10.0.1 Flagpoles - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish and install flagpoles in strict accordance with contract documents including, but not limited to ground mounted flagpole, concrete foundations, sleeves, flashing collar, etc. for a complete installation and system. Flags shall be furnished by Owner.

10.0.2 Brick Sign Foundations – This Work shall include providing a complete reinforced concrete foundation to serve the School sign(s) detailed on Drawings. Confirm locations of these signs with the General Contractor prior to commencing with this work.

10.0.3 Locker Bases – This Work shall include providing a complete concrete locker bases to serve the applicable lockers detailed on Drawings.

31.0 EARTHWORK SCOPE OF WORK DESCRIPTION

- 31.0.1 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Work described herein and below unless specifically noted otherwise to be part of another Subcontractor's Scope of Work.
- 31.0.2 Excavation, Trenching, Backfilling, Fine Grading & Compaction - This Work shall include, but not be limited to, all excavation, trenching, backfilling, fine grading and compaction work associated with the proper installation of all work required of this Subcontract, including, but not limited to, concrete foundations, slab on grade turndowns, concrete steps on grade, interior concrete equipment pads, foundations, concrete piers, etc., backfilling and compacting stone or suitable backfill atop concrete foundations and within the elevated stage / ramp area, compacting soil and or stone adjacent to below grade masonry walls (interior and exterior against masonry foundations) etc. All excavation, backfilling, trenching and compaction work shall be based on the use of safe excavation practices, governed by the Occupational Safety and Health Administration (OSHA). Typical slab on grade elevations shall be left at approximately 8" below Finished Floor Elevations plus or minus one tenth as indicated on the Structural Drawings and all remaining excavation and backfill for foundations, slab elevation changes, etc. are the responsibility of this Subcontractor.
- 31.0.3 Graded Aggregate Stone Base - This Work shall include furnishing and installing all graded aggregate stone base underneath all concrete slabs on grades including but not limited to, crusher run (ABC stone) gravel base material in the four (4") inch thickness or as specified, fine grading, compaction, etc. at all slab locations being provided as part of this Scope of Work.
- 31.0.4 Termite Treatment - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish and install all required termite control including, but not limited to all slab on grade areas, beneath or adjacent to foundations, piping, interior of open masonry cells, and associated warranty etc. and in accordance with contract documents. This Subcontractor shall coordinate installation of termite control with other trades and their work.
- 31.0.5 Excess Foundation Spoil – The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall remove and dispose of all excess foundation spoils to an on-site location. The typical spread footing, perimeter footings, pits around auditorium area shall be quoted assuming excess spoils to be loaded into a truck immediately after excavation.
- 31.0.6 Dewatering - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall leave its work in a condition that will naturally drain at the end of each day. If standing water accumulates, this Subcontractor is responsible for dewatering, pumping of water, demucking, and subgrade and soil restoration at no additional cost.
- 31.0.7 Site Concrete Subgrades - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall assume the responsibility for determining if the sidewalk and concrete paving subgrade elevations as delivered by the Earthwork, Storm Drainage and Erosion Control Subcontractor are within a tolerance no more than plus or minus two tenths ($\pm 0.20'$) of one foot and are in conformance with the information reflected on the drawings. The General Contractor shall

be notified of the acceptance or rejection of these subgrades prior to commencement of this scope of work.

- 31.0.8 Building Pad Subgrades - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall assume the responsibility for determining if the building pad subgrade elevations as delivered by the Earthwork, Storm Drainage and Erosion Control Subcontractor are within a tolerance no more than plus or minus one tenth ($\pm 0.10'$) of one foot and are in conformance with the information reflected on the drawings. The General Contractor shall be notified of the acceptance or rejection of these subgrades prior to commencement of this scope of work.

32.0 EXTERIOR IMPROVEMENTS SCOPE OF WORK DESCRIPTION

- 32.0.1 Graded Aggregate Stone Base - This Work shall include furnishing and installing a graded aggregate stone base underneath the following exterior concrete areas:

1. All exterior concrete slab, paving, sidewalk, etc. designated to receive a stone base on the drawings.

- 32.0.2 Site Concrete, Concrete Sidewalks and Pavement – This Work shall include furnishing and installing all concrete sidewalks, crosswalks and associated ramps, concrete pavement, transformer(s) pads, exterior equipment pads, exterior patio slabs, door stoops, concrete walls, grandstand bleacher concrete paving under outdoor seating, softball / baseball concrete pads, etc. designated on the drawings complete with concrete, expansion joint materials, reinforcing, forms, curing compounds, detectable warning surfaces, etc. in order to provide a complete concrete sidewalk and pavement system. All material costs for concrete and accessories shall be included in this scope of work.

- 32.0.3 Concrete Materials and Admixtures: This scope shall include the costs for all concrete material costs with the correct PSI mix designs and admixtures as specified within the contract documents including but not limited to Silica Fume, air, etc.

- 32.0.4 Wheel Chair Ramps and Truncated Domes– This work shall include furnishing and installing all wheel chair ramps and detectable warning domes in accordance with details on drawings.

- 32.0.5 Adjustment of Tops / Grates / Covers - The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall adjust to appropriate finish grade elevations all tops, grates and covers associated with the sanitary sewer manholes, catch basins, drop inlets, grate inlets, etc. located within or directly in contact with an concrete sidewalk or concrete paved system. Elevation adjustment, if required, to these miscellaneous tops, grates and covers will be undertaken during the final phase of the Site Development Work.

33.0 UTILITIES SCOPE OF WORK DESCRIPTION

- 33.0.1 Auditorium Seating Area Subgrade Drainage - Provide a temporary drain pipe(s) at a depth adequate to not interfere with work of other trades including sump, pipe, fittings, coring,

grouting, patching, stone, fabric, etc. to serve as a temporary drainage device serving the low area and around all foundation walls at the Auditorium. Temporary drain piping shall be routed to the nearest stormwater manhole at the exterior of the building.

- 33.0.2 Subdrainage (Foundation) System - This Work shall include providing a complete permanent subdrainage (foundation) system serving the Auditorium depressed area and walls and from the elevator pit to the nearest storm drain structure outside the building, including but not limited to, drainage / porous fill material around the pipe and adjacent to the wall up to subgrade, fabric drainage panels, high density polyethylene pipe (6"), fittings, accessories, etc., filter fabric, roofing felts, matting, foundation pipe drain leaders from the perforated foundation drainage piping to storm drain inlets provided by others, coring and grout patch work of each storm drain inlet to receive each end of the foundation pipe drain leaders, pipe fittings, accessories, etc., couplings, coupled joints, etc. and any other incidentals which might be required to provide a completely functional subdrainage (foundation) system. It shall be the Concrete Subcontractor's responsibility to install the subdrainage (foundation) system in accordance with the specified minimum one percent (1%) slope and invert elevations to ensure the subdrainage (foundation) system performs properly. Should any invert or profile discrepancies occur, the Concrete Subcontractor shall immediately advise the General Contractor in writing, prior to proceeding.

39.0 SCOPE OF WORK CLARIFICATIONS AND/OR OTHER REQUIREMENTS

- 39.0.1 All necessary hoisting equipment required to furnish and install all concrete shall be provided as part of this Scope of Work.
- 39.0.2 All necessary conveyance equipment required to place and finish all concrete shall be provided as part of this Scope of Work.
- 39.0.3 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall provide photo documentation of existing conditions for all items/areas including any items that are to be specifically reused or relocated. Any questionable items are to be brought to the attention of the General Contractor before beginning work.
- 39.0.4 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall include all necessary shoring and engineering as required by contract documents or as deemed necessary to provide minimum flatness and levelness specifications on all elevated slabs.
- 39.0.5 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall assume pouring the elevated concrete slabs using a leveling method and not a sticking method and include the additive costs in its bid amount. Confirm with the Structural Engineer and General Contractor during a pre-installation meeting if this is acceptable before work begins. Should this not be acceptable, a credit shall be issued to the General Contractor.
- 39.0.6 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall include the costs for light stands if required for night concrete pours. There will be no added costs for these stands.

- 39.0.7 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall include costs for temporary power with generators throughout the entire duration of the concrete scope of work.
- 39.0.8 This subcontractor's trash/debris shall be removed from the buildings and work area constantly as work progresses, or immediately upon request by the General Contractor's superintendent. All stored material will be kept in neat locations at all times as directed by the General Contractor.
- 39.0.9 Perimeter Board Insulation – The Masonry Subcontractor will include furnishing and installing a perimeter below grade insulation system, at vertical installations including but not limited to, board insulation, seam tape, miscellaneous accessories, etc. at all locations designated within the Contract Documents.
- 39.0.10 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall establish and maintain wash out areas for concrete trucks and routinely dispose of debris generated by this process including removal, recycling and re-grading of the areas at the completion of the work.
- 39.0.11 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish manpower and necessary equipment including street washing truck to assist in cleaning concrete truck tires and any other material delivery truck under this subcontract at the wheel wash station and ensure that roadways are left in a clean condition after each pour sequence or unloading operation.
- 39.0.12 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish ample flag men to flag, pump and route concrete trucks in and out of pour areas once trucks enter the site.
- 39.0.13 This Concrete Foundations, Walls, Slabs, & Site Subcontractor shall be responsible for the proper spacing and locating of the reinforcement dowels to accept the CMU as sized and located on the drawings. This Subcontractor shall coordinate with the General Contractor and the Masonry Subcontractor responsible for the masonry work prior to commencement and installation of reinforcement dowels to minimize conflicts and errors. Any and/or all reinforcement dowel(s) which are incorrectly located and interfere with the installation of the CMU shall be promptly and properly corrected, by this Subcontractor at its own expense by methods approved by the Designer.
- 39.0.14 The Structural Steel Subcontractor shall furnish, install and maintain a complete Fall Protection Guardrail System for all elevated slabs, decks, mezzanines, etc. which are required by OSHA to receive a Guardrail System as stipulated by the OSHA Handbook for the Construction Industry (29 CFR PART 1926), Subpart L – Scaffolding and Subpart M – Fall Protection. Installation of the Fall Protection Guardrail System shall be based upon the elevated slabs, decks, mezzanines, etc. finish floor elevations so as to comply with the requirements for fall protection during the installation of the metal decking and subsequent to the placement of the elevated concrete slabs. Additional clarification and coordination is described as follows:

1. Upon installation of the elevated concrete slabs on deck, the Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish, install and maintain any additional appurtenances to provide a complete Fall Protection Guardrail System as stipulated by the OSHA Handbook for the Construction Industry (29 CFR PART 1926), Subpart L – Scaffolding and Subpart M – Fall Protection (i.e. toe boards, etc.). The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall maintain the Fall Protection Guardrail System until the Structural Steel Subcontractor who is responsible for the steel railings at the mezzanine removes and palletizes the components of the Fall Protection Guardrail System to allow for immediate installation of metal railing work.
2. The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish, install and maintain any additional appurtenances to provide a complete Fall Protection Guardrail System as stipulated by the OSHA Handbook for the Construction Industry (29 CFR PART 1926), Subpart L – Scaffolding and Subpart M – Fall Protection (i.e. toe boards, etc.) for foundation walls, elevator pits and openings, retaining walls, pits, stairs, etc. until permanent walls or protection are installed by other trades.

39.0.15 Masonry Reinforcement and Accessories – Furnishing and installing steel bar reinforcement for masonry block walls is not part of this Scope of Work and will be provided by the Masonry Subcontractor. Dowels for masonry shall be provided by this subcontractor. The Concrete Foundations, Walls, Slabs, & Site Subcontractor and the Masonry Subcontractor shall closely coordinate the concrete and masonry reinforcing shop drawings to ensure a complete reinforcement system is accomplished between both trades Scope of Work.

39.0.16 The Concrete Foundations, Walls, Slabs, & Site Subcontractor is responsible for all Concrete Work with the exception of:

1. Miscellaneous concrete work associated with the storm drainage, sewer, water or other related work.
2. Concrete Foundations for Home side Exterior Grandstands are by the Outdoor Grandstand and Bleachers Subcontractor.
3. Electrical concrete pole bases and ductbanks by Electrical Subcontractor.
4. Concrete curb and gutter provided by the Asphalt Paving and Curb & Gutter Subcontractor.
5. Concrete trench drain at perimeter of asphalt running track, track and field runways, takeoff boards, shot put and discus pads by the Athletic Surfaces Subcontractor.
6. Concrete footings for fencing by the Fencing Subcontractor.
7. Concrete footings for outdoor athletic equipment, discus pad, and shot-put pad by the Outdoor Athletic Equipment Subcontractor.

39.0.17 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall provide one (1) sets of scaffold stairs furnished, installed, maintained and removal for an eight (8) month period. Stairs should extend from the lowest floor elevation to roof level. Stairs to be installed at the direction and location of the General Contractor. Installation and erection shall be provided by a trained/certified installation company and crew.

- 39.0.18 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall furnish, maintain and remove at the direction of the General Contractor stone and grading for temporary access drives or pads for pump and concrete truck egress to pour locations.
- 39.0.19 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall include 200 Manhours of miscellaneous labor to be used as directed by the GC Field Supervision at an agreed upon labor rate in the base bid amount.
- 39.0.20 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall include 200 tons placed and compacted of ABC stone for use as directed by the GC Field Supervision at an agreed upon tonnage rate in the base bid amount.
- 39.0.21 Special inspections - As Special inspections will be required on this project it will be the responsibility of this Concrete Foundations, Walls, Slabs & Site Subcontractor to provide supervision to accompany inspectors as required. Any deficiencies noted shall be corrected at the time of inspection. If this Subcontractor is unable to make the correction during the inspection and a deficiency is placed on a non-compliant list, this Subcontractor will have no more than 48 hrs to make the correction and schedule the reinspection to have the item removed from the non-compliant list. All non-complaint items shall be reported to the General Contractor as soon as possible and before the close of business on the day of inspection. Failure to make corrections as stated above could result in a stop work order until corrections are made.
- 39.0.22 This Subcontractor shall NOT include the cost for their Payment and Performance Bonds in their bid amount, however if requested by the General Contractor, this Subcontractor shall provide a Performance and Payment Bond at Cost if awarded the Subcontract.
- 39.0.23 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall provide a lockable ASTM / Testing Company approved concrete cylinder box for storing and curing of concrete test cylinders for the project.
- 39.0.24 Prior to infilling concrete block-outs, the Concrete Foundations, Walls, Slabs, & Site Subcontractor shall provide the bituminous asphaltic coating to the below grade steel on all applicable columns as required on Sheet S0.0.1., Structural Steel Note 8.
- 39.0.25 The Concrete Foundations, Walls, Slabs, & Site Subcontractor shall provide the aluminum canopy foundations and installation of the foam block-outs to receive the canopy columns provided by the Awnings & Canopies Subcontractor. The Awnings & Canopies Subcontractor will provide the foam block-outs to the Concrete Foundations, Walls, Slabs, & Site Subcontractor for its installation.

—OTHER SCHEDULE SUMMARY INFORMATION—

The Substantial Completion date for the Concrete Foundations, Walls, Slabs, & Site Subcontractor is as reflected within the Construction Schedule. Special attention should be directed to the Construction Schedule for project sequencing requirements which are a requirement of this Scope of Work.

SCHEDULE MILESTONE TABLE		
ACTIVITY NO.	ACTIVITY DESCRIPTION	COMPLETION DATE OR DURATION

—ALLOWANCES—

Allowances shall cover the cost of all materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses associated with stated allowance amounts shall be included in the Subcontract Amount but not in the allowances. Whenever costs are more than or less than an allowance amount, the Subcontract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual costs and the allowances.

ALLOWANCES		
ALLOWANCE NO.	ALLOWANCE DESCRIPTION	AMOUNT
1	Unsuitable Soil	\$100,000.00
2	Surveying	\$35,000.00

—UNIT PRICES—

To the extent that some or all of the Subcontractor's Work is to be performed on a unit price basis, the Subcontract Amount shall be computed in accordance with the unit prices set forth below. Unit prices are deemed to include all costs related to Subcontractor's performance of the Work, including, but not limited to, costs of labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance, and taxes, and all overhead and profit. Quantities shall be measured by means acceptable to Owner, General Contractor and Subcontractor, and if applicable, an independent testing firm hired by Owner.

UNIT PRICES			
UNIT NO.	UNIT PRICE DESCRIPTION	UNIT PRICE	UNIT MEASURE
1	Unsuitable Soil Excavation Off-Site	\$25.00	CY

—ALTERNATES—

Each alternate designated below has been separated into the following three categories:

- “Accepted” – Alternate was accepted by General Contractor and the dollar value for the alternate is included within the Subcontractor Amount.
- “Pending” – Alternate is pending award by General Contractor with the decision being deferred until the date defined within each applicable Alternate. This cost is NOT included in the Subcontractor Amount.
- “Declined” – Alternate was NOT accepted by General Contractor and the dollar value for the alternate is NOT included within the Subcontractor Amount. By declining the alternate, all requirements applicable thereof are deleted from the contract documents.

ALTERNATES			
ALTERNATE NO.	ALTERNATE DESCRIPTION	VALUE	STATUS
1	Tennis Courts (Turnkey with HID Athletic Field Lighting)	N/A	Declined
2	Tennis Courts (Turnkey with LED Athletic Field Lighting)	N/A	Accepted
3	Gravel Parking Lot (Asphalt Paving, Curb & Gutter on Gravel Lot)	\$11,625.00	Accepted
4	Soccer Field Irrigation	N/A	Accepted
5	Polished Concrete (First Floor Main Corridor & Commons)	\$30,960.00	Accepted
6	Polished Concrete (First Floor Secondary Corridors)	\$32,617.00	Accepted
7	Exterior Steel Doors & Frames	N/A	Declined
8	TPO Roofing System	N/A	Declined

Subcontract Cost Breakdown Summary			
03A: Concrete Foundations, Walls, Slabs, and Site			
Base Contract Amount Total (Excluding Allowances & Alternates):			\$3,850,000.00
Scope Breakdown			
1	Concrete Foundations, Walls, Slabs, and Site	\$3,000,000.00	
2		\$0.00	
3		\$0.00	
Subtotal:		\$3,850,000.00	
Accepted Alternates Total:			\$75,202.00
No.	Description		
2	Tennis Courts (Turnkey with LED Athletic Field Lighting)	N/A	
3	Gravel Parking Lot (Asphalt Paving, Curb & Gutter on Gravel Lot)	\$11,625.00	
4	Soccer Field Irrigation	N/A	
5	Polished Concrete (First Floor Main Corridor & Commons)	\$30,960.00	
6	Polished Concrete (First Floor Secondary Corridors)	\$32,617.00	
Subtotal:		\$75,202.00	
Allowances Total:			\$135,500.00
No.	Description		
1	Unsuitable Soil	\$100,000.00	
2	Surveying	\$35,500.00	
Subtotal:		\$135,500.00	
		Sales Tax	Included
		P & P Bond	Included
Final Subcontract Amount:			\$4,060,702.00

—PAYMENT AND PERFORMANCE BONDS—

If requested, the cost of the Performance and Payment Bonds will be reimbursed to the Subcontractor based on the following revised contract revision noted below:

Subcontractor shall provide Performance and Payment Bonds, if required, each with a penal amount equal to 100% of the Subcontract Amount, on forms acceptable to the General Contractor. The premium for these bonds shall be paid by Subcontractor and the cost thereof shall be invoiced separately to the General Contractor based on the Subcontractor providing an actual paid receipt from its surety agent. No mark-up, overhead, etc. shall be included as Samet will only reimburse the cost of the bond.

END OF SECTION

TRADE PACKAGE SCOPE OF WORK:

03A CONCRETE FOUNDATIONS, WALLS, SLABS, & SITE SUBCONTRACT

EXAMPLE

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City of Project
Samet Project # XX-XXX



Description	Revision	Page Number
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INSTRUCTIONS TO BIDDERS (AIA FORM A701-2018)	0	7
TRADE PACKAGE PRE-QUALIFICATION FORMS/REQUIREMENTS	0	22
STANDARD FORMS OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER	0	65
01300 FORM(S) OF AGREEMENT (SUBCONTRACT AGREEMENT)		
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ADDENDUM 2 -WORK RULES AND SAEFTY POLICY	0	4
ADDENDUM 3- APPLICATION FOR PAYMENT	0	4
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EXHIBIT A DETAILED SCOPE OF WORK (SAMPLE)	0	11
EXHIBIT B -LIST OF CONTRACT DOCUMENTS (SAMPLE)	0	1
EXHIBIT C -PROJECT SCHEDULE (SAMPLE)	0	1
EXHIBIT D- NORTH CAROLINA STATE M/WBE FORMS		
IDENTIFICATION OF HUB CERTIFIED/ MINOIRITY BUSINESS PARTICIPATION	0	1
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AFFIDAVIT B- INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE	0	1
AFFIDAVIT C- PROTION OF WORK TO BE PERFORMED BY HUB CERTIFIED/MINORITY BUSINESSES	0	1
AFFIDAVIT D- GOOD FAITH EFFORTS	0	1
EXHIBIT E- PRE-AWARD MEETING MINUTES	0	7
01340 SCHEDULE REQUIREMENTS	0	1
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08A Doors, Frames, & Hardware	0	8
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[illegible]

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Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
Architectural	A0.1	GENERAL ARCHITECTURAL NFORMATION	0	12/18/2020	Bid Set
Architectural	A0.2	WALL/PARTITION TYPES, WALL JOINTS AND TERMINATIONS	1	1/20/2021	Addendum 001
Architectural	A1.1.0	ENLARGED SERVICE COURTYARD	0	12/18/2020	Bid Set
Architectural	A1.1.1	SITE BUILDINGS & ENTRANCE CANOPY	0	12/18/2020	Bid Set
Architectural	A1.1.2	SITE DETAILS	0	12/18/2020	Bid Set
Architectural	A1.1.3	SITE DETAILS	0	12/18/2020	Bid Set
Architectural	A2.0.1	OVERALL FIRST FLOOR PLAN	0	12/18/2020	Bid Set
Architectural	A2.0.2	OVERALL SECOND FLOOR PLAN	0	12/18/2020	Bid Set
Architectural	A2.1.1	FIRST FLOOR PLAN PART A	1	1/20/2021	Addendum 001
Architectural	A2.1.2	FIRST FLOOR PLAN PART B	1	1/20/2021	Addendum 001
Architectural	A2.1.3	FIRST FLOOR PLAN PART C	1	1/20/2021	Addendum 001
Architectural	A2.1.4	FIRST FLOOR PLAN PART D	1	1/20/2021	Addendum 001
Architectural	A2.1.5	FIRST FLOOR PLAN PART E	1	1/20/2021	Addendum 001
Architectural	A2.1.6	FIRST FLOOR PLAN PART F	1	1/20/2021	Addendum 001
Architectural	A2.1.7	FIRST FLOOR PLAN PART G	1	1/20/2021	Addendum 001
Architectural	A2.1.8	SECOND FLOOR PLAN PART A	1	1/20/2021	Addendum 001
Architectural	A2.1.9	SECOND FLOOR PLAN PART B	1	1/20/2021	Addendum 001
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Architectural	A2.1.11	SECOND FLOOR PLAN PART D	1	1/20/2021	Addendum 001
Architectural	A2.1.12	EQUIPMENT PLATFORM (PARTS C,F,G)	1	1/20/2021	Addendum 001
Architectural	A2.1.13	EQUIPMENT PLATFORM (PART A)	1	1/20/2021	Addendum 001
Architectural	A2.1.14	EQUIPMENT PLATFORM (PART D)	1	1/20/2021	Addendum 001
Architectural	A2.2.1	PLAN DETAILS	0	12/18/2020	Bid Set
Architectural	A2.2.2	PLAN DETAILS	0	12/18/2020	Bid Set
Architectural	A2.2.3	PLAN DETAILS	0	12/18/2020	Bid Set
Architectural	A2.2.4	PLAN DETAILS	0	12/18/2020	Bid Set
Architectural	A2.2.5	PLAN DETAILS	0	12/18/2020	Bid Set
Architectural	A3.0.0	FINISH SCHEDULE	1	1/20/2021	Addendum 001
Architectural	A3.0.1	FINISH SCHEDULE	0	12/18/2020	Bid Set
Architectural	A3.0.2	FINISH PATTERNS - FIRST FLOOR PART A	0	12/18/2020	Bid Set
Architectural	A3.0.3	FINISH PATTERNS - FIRST FLOOR PART B	0	12/18/2020	Bid Set
Architectural	A3.0.4	FINISH PATTERNS - FIRST FLOOR PART C	0	12/18/2020	Bid Set
Architectural	A3.0.5	FINISH PATTERNS - FIRST FLOOR PART D	0	12/18/2020	Bid Set
Architectural	A3.0.6	FINISH PATTERNS - FIRST FLOOR PART E	0	12/18/2020	Bid Set
Architectural	A3.0.7	FINISH PATTERNS - FIRST FLOOR PART F	0	12/18/2020	Bid Set
Architectural	A3.0.8	FINISH PATTERNS - FIRST FLOOR PART G	0	12/18/2020	Bid Set
Architectural	A3.0.9	FINISH PATTERNS - SECOND FLOOR PART A	0	12/18/2020	Bid Set
Architectural	A3.0.10	FINISH PATTERNS - SECOND FLOOR PART B	0	12/18/2020	Bid Set
Architectural	A3.0.11	FINISH PATTERNS - SECOND FLOOR PART C	0	12/18/2020	Bid Set
Architectural	A3.0.12	FINISH PATTERNS - SECOND FLOOR PART D	0	12/18/2020	Bid Set
Architectural	A3.0.13	OVERALL FINISH PLAN ALTERNATES NO. 08 AND NO. 09	0	12/18/2020	Bid Set
Architectural	A3.1.0	591568 ALAMANCE BURLINGTON SCHOOL SYSTEM S. NC HWY 119, HAW RIVER, NORTH CAROLINA 27258	1	1/20/2021	Addendum 001
Architectural	A3.1.1	DOOR AND FRAME SCHEDULE	1	1/20/2021	Addendum 001
Architectural	A3.1.2	DOOR, FRAME AND GLAZING TYPES	0	12/18/2020	Bid Set
Architectural	A3.1.3	FRAME TYPES	0	12/18/2020	Bid Set
Architectural	A3.2.1	DOOR AND FRAME DETAILS	0	12/18/2020	Bid Set
Architectural	A3.2.2	DOOR AND FRAME DETAILS	0	12/18/2020	Bid Set

Name of Project

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Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
Architectural	A3.2.3	DOOR AND FRAME DETAILS	0	12/18/2020	Bid Set
Architectural	A4.0.1	OVERALL BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.0.2	OVERALL BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.1	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.2	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.3	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.4	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.5	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.6	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.1.7	BUILDING ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A4.2.1	INTERIOR ELEVATIONS GYMNASIUM	0	12/18/2020	Bid Set
Architectural	A4.2.2	INTERIOR ELVATIONS AUX. GYMNASIUM	0	12/18/2020	Bid Set
Architectural	A4.2.3	INTERIOR ELEVATIONS BAND, CHORUS, DANCE	0	12/18/2020	Bid Set
Architectural	A4.2.4	INTERIOR ELEVATIONS - COMMONS, LOBBY	0	12/18/2020	Bid Set
Architectural	A5.1.1	BUILDING SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.2	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.3	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.4	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.5	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.6	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.7	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.8	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.9	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.10	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.11	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.12	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.13	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.14	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.1.15	WALL SECTIONS	0	12/18/2020	Bid Set
Architectural	A5.2.1	SECTION DETAILS	0	12/18/2020	Bid Set
Architectural	A6.1.1	ENLARGED STAIR & RAMP DETAILS	0	12/18/2020	Bid Set
Architectural	A6.1.2	ENLARGED STAIR & RAMP DETAILS	0	12/18/2020	Bid Set
Architectural	A6.1.3	ENLARGED STAIR & RAMP DETAILS	0	12/18/2020	Bid Set
Architectural	A6.1.4	ENLARGED STAIR & RAMP DETAILS	0	12/18/2020	Bid Set
Architectural	A7.1.1	TOILET ASSEMBLIES,	0	12/18/2020	Bid Set
Architectural	A7.1.2	TOILET ASSEMBLIES	0	12/18/2020	Bid Set
Architectural	A7.1.3	TOILET ASSEMBLIES	0	12/18/2020	Bid Set
Architectural	A7.2.1	ENLARGED GYM PLAN	1	1/20/2021	Addendum 001
Architectural	A7.2.2	AUX GYM PLAN AND LOCKER ROOMS	1	1/20/2021	Addendum 001
Architectural	A7.2.3	ENLARGED FLOOR PLANS - FACS	1	1/20/2021	Addendum 001
Architectural	A7.2.4	ENLARGED PLANS - SCIENCE	1	1/20/2021	Addendum 001
Architectural	A7.2.5	ENLARGED PLANS - SCIENCE	1	1/20/2021	Addendum 001
Architectural	A7.3.1	ENLARGED AUDITORIUM PLAN	1	1/20/2021	Addendum 001
Architectural	A7.3.2	591568 ALAMANCE BURLINGTON SCHOOL SYSTEM S. NC HWY 119, HAW RIVER, NORTH CAROLINA 27258	1	1/20/2021	Addendum 001
Architectural	A7.3.3	AUDITORIUM ELEVATIONS	1	1/20/2021	Addendum 001
Architectural	A8.1.1	CASEWORK ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A8.1.2	CASEWORK ELEVATIONS	0	12/18/2020	Bid Set

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Architectural	A8.2.1	SCIENCE CASEWORK ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A8.2.2	SCIENCE CASEWORK ELEVATIONS	0	12/18/2020	Bid Set
Architectural	A9.1.0	REFLECTED CEILING PLAN - SITE BUILDINGS	0	12/18/2020	Bid Set
Architectural	A9.1.1	REFLECTED CEILING PLAN - FIRST FLOOR - PART A	1	1/20/2021	Addendum 001
Architectural	A9.1.2	REFLECTED CEILING PLAN - FIRST FLOOR - PART B	0	12/18/2020	Bid Set
Architectural	A9.1.3	REFLECTED CEILING PLAN - FIRST FLOOR - PART C	1	1/20/2021	Addendum 001
Architectural	A9.1.4	REFLECTED CEILING PLAN - FIRST FLOOR - PART D	1	1/20/2021	Addendum 001
Architectural	A9.1.5	REFLECTED CEILING PLAN - FIRST FLOOR - PART E	1	1/20/2021	Addendum 001
Architectural	A9.1.6	REFLECTED CEILING PLAN - FIRST FLOOR - PART F	1	1/20/2021	Addendum 001
Architectural	A9.1.7	REFLECTED CEILING PLAN - FIRST FLOOR - PART G	1	1/20/2021	Addendum 001
Architectural	A9.1.8	REFLECTED CEILING PLAN - SECOND FLOOR - PART A	1	1/20/2021	Addendum 001
Architectural	A9.1.9	REFLECTED CEILING PLAN - SECOND FLOOR - PART B	0	12/18/2020	Bid Set
Architectural	A9.1.10	REFLECTED CEILING PLAN - SECOND FLOOR - PART C	0	12/18/2020	Bid Set
Architectural	A9.1.11	REFLECTED CEILING PLAN - SECOND FLOOR - PART D	1	1/20/2021	Addendum 001
Architectural	A10.1.1	ROOF PLAN	0	12/18/2020	Bid Set
Architectural	A10.1.2	PLAN	0	12/18/2020	Bid Set
Architectural	A10.1.3	AREA A	0	12/18/2020	Bid Set
Architectural	A10.1.4	ROOF PLAN	0	12/18/2020	Bid Set
Architectural	A10.1.6	ROOF PLAN -	0	12/18/2020	Bid Set
Architectural	A10.1.8	ROOF PLAN - AREA G	0	12/18/2020	Bid Set
Architectural	A10.1.9	ROOF PLAN	0	12/18/2020	Bid Set
Architectural	A10.2.1	DETAILS	0	12/18/2020	Bid Set
Architectural	AI 0.2.2	DETAILS	0	12/18/2020	Bid Set
Architectural	AI 0.2.3	DETAILS	0	12/18/2020	Bid Set
Architectural	AI 0.2.4	DETAILS	0	12/18/2020	Bid Set
C		0 COVER	0	12/18/2020	Bid Set
C		0 COVER	0	12/18/2020	Bid Set
Civil	C0.0	COVER SHEET	0	12/18/2020	Bid Set
Civil	C0.1	OVERALL PLAN	0	12/18/2020	Bid Set
Civil	C1.0	EXISTING CONDITIONS & DEMOLITION PLAN	0	12/18/2020	Bid Set
Civil	C1.1	EXISTING CONDITIONS & DEMOLITION PLAN	0	12/18/2020	Bid Set
Civil	C1.2	EXISTING CONDITIONS & DEMOLITION PLAN	0	12/18/2020	Bid Set
Civil	C2.0	PHASE I EROSION & SEDIMENT CONTROL	0	12/18/2020	Bid Set
Civil	C2.1	PHASE I EROSION & SEDIMENT CONTROL	1	1/20/2021	Addendum 001
Civil	C2.2	PHASE I EROSION & SEDIMENT CONTROL	0	12/18/2020	Bid Set
Civil	C2.3	PHASE II EROSION & SEDIMENT CONTROL	1	1/20/2021	Addendum 001
Civil	C2.4	PHASE II EROSION & SEDIMENT CONTROL	1	1/20/2021	Addendum 001
Civil	C2.5	PHASE II EROSION & SEDIMENT CONTROL	0	12/18/2020	Bid Set
Civil	C2.6	PHASE III EROSION & SEDIMENT	1	1/20/2021	Addendum 001
Civil	C2.7	PHASE III EROSION & SEDIMENT	1	1/20/2021	Addendum 001
Civil	C2.8	PHASE III EROSION & SEDIMENT	0	12/18/2020	Bid Set
Civil	C2.9	EROSION CONTROL NOTES & DETAILS	1	1/20/2021	Addendum 001
Civil	C2.10	EROSION CONTROL NOTES & DETAILS	1	1/20/2021	Addendum 001
Civil	C2.11	EROSION CONTROL NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C3.0	SITE LAYOUT	0	12/18/2020	Bid Set
Civil	C3.1	SITE LAYOUT	1	1/20/2021	Addendum 001
Civil	C3.2	UTILITY PLAN	0	12/18/2020	Bid Set

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Civil	C3.3	UTILITY PLAN	0	12/18/2020	Bid Set
Civil	C3.4	UTILITY PLAN	0	12/18/2020	Bid Set
Civil	C3.5	STRIPING & SIGNAGE PLAN	0	12/18/2020	Bid Set
Civil	C3.6	STRIPING & SIGNAGE PLAN	0	12/18/2020	Bid Set
Civil	C3.7	ROAD WIDENING PLAN	0	12/18/2020	Bid Set
Civil	C3.8	SANITARY SEWER PROFILES	0	12/18/2020	Bid Set
Civil	C3.9	WATER LINE PROFILES	0	12/18/2020	Bid Set
Civil	C3.10	WATER LINE PROFILES	0	12/18/2020	Bid Set
Civil	C4.0	GRADING & DRAINAGE PLAN	0	12/18/2020	Bid Set
Civil	C4.1	GRADING & DRAINAGE PLAN	0	12/18/2020	Bid Set
Civil	C4.2	STORMWATER CONTROL PLAN	0	12/18/2020	Bid Set
Civil	C4.3	BMP DETAIL SHEET POND A1	0	12/18/2020	Bid Set
Civil	C4.4	BMP DETAIL SHEET POND B1	0	12/18/2020	Bid Set
Civil	C4.5	BMP DETAIL SHEET POND C1	0	12/18/2020	Bid Set
Civil	C4.6	BMP DETAIL SHEET POND D1	0	12/18/2020	Bid Set
Civil	C4.7	BMP DETAIL SHEET POND D2	0	12/18/2020	Bid Set
Civil	C4.8	BMP NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C4.9	STORM SEWER PROFILES	0	12/18/2020	Bid Set
Civil	C4.10	STORM SEWER PROFILES	0	12/18/2020	Bid Set
Civil	C4.11	STORM SEWER PROFILES	0	12/18/2020	Bid Set
Civil	C4.12	STORM TABLES	0	12/18/2020	Bid Set
Civil	C5.0	ALTERNATE NO. 1	0	12/18/2020	Bid Set
Civil	C5.1	ALTERNATE NO. 6	0	12/18/2020	Bid Set
Civil	C6.0	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.1	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.2	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.3	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.4	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.5	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.6	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.7	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.8	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.9	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.10	NOTES & DETAILS	0	12/18/2020	Bid Set
Civil	C6.11	NOTES & DETAILS	0	12/18/2020	Bid Set
Electrical	E0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES	0	12/18/2020	Bid Set
Electrical	E1.1	OVERALL SITE PLAN - ELECTRICAL	1	1/20/2021	Addendum 001
Electrical	E1.2	UTILITY YARD POWER PLAN	1	1/20/2021	Addendum 001
Electrical	E1.3	FOOTBALL STADIUM LIGHTING PLAN	0	12/18/2020	Bid Set
Electrical	E1.4	BASEBALL/SOFTBALL FIELD LIGHTING PLAN	0	12/18/2020	Bid Set
Electrical	E1.5	ALTERNATE 01 & 04 - SOCCER/TENNIS LIGHTING PLAN	1	1/20/2021	Addendum 001
Electrical	E1.6	HID - SPORTS FIELDS PHOTOMETRY STUDIES	0	12/18/2020	Bid Set
Electrical	E1.7	LED - SPORTS FIELDS PHOTOMETRY STUDIES	0	12/18/2020	Bid Set
Electrical	E2.1A.1	FIRST FLOOR PLAN - PART A - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.1A.2	FIRST FLOOR PLAN - PART A - POWER	0	12/18/2020	Bid Set
Electrical	E2.1A.3	FIRST FLOOR PLAN - PART A - COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.1B.1	FIRST FLOOR PLAN - PART B - LIGHTING	0	12/18/2020	Bid Set

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Electrical	E2.1B.2	FIRST FLOOR PLAN - PART B - POWER	0	12/18/2020	Bid Set
Electrical	E2.1B.3	FIRST FLOOR PLAN - PART B - COMMUNICATIONS	0	12/18/2020	Bid Set
Electrical	E2.1C.1	FIRST FLOOR PLAN - PART C - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.1C.2	FIRST FLOOR PLAN - PART C - POWER	1	1/20/2021	Addendum 001
Electrical	E2.1C.3	FIRST FLOOR PLAN-PART C- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.1D.1	FIRST FLOOR PLAN - PART D - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.1D.2	FIRST FLOOR PLAN - PART D - POWER	0	12/18/2020	Bid Set
Electrical	E2.1D.3	FIRST FLOOR PLAN-PART D- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.1E.1	FIRST FLOOR PLAN - PART E - LIGHTING	1	1/20/2021	Addendum 001
Electrical	E2.1E.2	FIRST FLOOR PLAN-PARTE POWER	1	1/20/2021	Addendum 001
Electrical	E2.1E.3	FIRST FLOOR PLAN-PARTE COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.1F.1	FIRST FLOOR PLAN - PART F - LIGHTING	1	1/20/2021	Addendum 001
Electrical	E2.1F.2	FIRST FLOOR PLAN - PART F - POWER	1	1/20/2021	Addendum 001
Electrical	E2.1F.3	FIRST FLOOR PLAN-PARTF- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.1G.1	FIRST FLOOR PLAN-PARTG LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.1G.2	FIRST FLOOR PLAN-PARTG-POWER	1	1/20/2021	Addendum 001
Electrical	E2.1G.3	FIRST FLOOR PLAN-PARTG-COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.2A.1	SECOND FLOOR PLAN - PART A - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2A.2	SECOND FLOOR PLAN - PART A - POWER	0	12/18/2020	Bid Set
Electrical	E2.2A.3	SECOND FLOOR PLAN-PART A- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.2B.1	SECOND FLOOR PLAN - PART B - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2B.2	SECOND FLOOR PLAN PART B - POWER	0	12/18/2020	Bid Set
Electrical	E2.2B.3	SECOND FLOOR PLAN-PART B- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.2C.1	SECOND FLOOR PLAN - PART C - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2C.2	SECOND FLOOR PLAN - PART C - POWER	0	12/18/2020	Bid Set
Electrical	E2.2C.3	SECOND FLOOR PLAN-PART C- COMMUNICATIONS	0	12/18/2020	Bid Set
Electrical	E2.2C.5	EQUIPMENT PLATFORM PLAN -PARTC- LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2C.6	EQUIPMENT PLATFORM PLAN PART C-POWER & COMMS	1	1/20/2021	Addendum 001
Electrical	E2.2D.1	SECOND FLOOR PLAN PART D - LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2D.2	SECOND FLOOR PLAN-PART D- POWER	0	12/18/2020	Bid Set
Electrical	E2.2D.3	SECOND FLOOR PLAN-PART D- COMMUNICATIONS	1	1/20/2021	Addendum 001
Electrical	E2.2F.1	EQUIPMENT PLATFORM PLAN -PARTF- LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2F.2	EQUIPMENT PLATFORM PLAN PART F-POWER & COMMS	1	1/20/2021	Addendum 001
Electrical	E2.2G.1	EQUIPMENT PLATFORM PLAN -PARTG- LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.2G.2	EQUIPMENT PLATFORM PLAN PARTG-POWER & COMMS	1	1/20/2021	Addendum 001
Electrical	E2.3A.1	EQUIPMENT PLATFORM PLAN PART A- LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.3A.2	EQUIPMENT PLATFORM PLAN PART A-POWER & COMMS	1	1/20/2021	Addendum 001
Electrical	E2.3D.1	EQUIPMENT PLATFORM PLAN -PARTD- LIGHTING	0	12/18/2020	Bid Set
Electrical	E2.3D.2	EQUIPMENT PLATFORM PLAN PART D-POWER & COMMS	1	1/20/2021	Addendum 001
Electrical	E2.4	ELECTRICAL ROOF PLAN	0	12/18/2020	Bid Set
Electrical	E3.1	OVERALL FIRST FLOOR PLAN - COMMUNICATIONS ZONES	0	12/18/2020	Bid Set
Electrical	E3.2	OVERALL SECOND FLOOR PLAN- COMMUNICATIONS ZONES	0	12/18/2020	Bid Set
Electrical	E4.1.1	DETAILS	0	12/18/2020	Bid Set
Electrical	E4.1.2	DETAILS	0	12/18/2020	Bid Set
Electrical	E4.2	OUTBUILDINGS - POWER, COMMUNICATIONS AND LIGHTING	1	1/20/2021	Addendum 001
Electrical	E4.3	CTE BUILDING - POWER, COMMUNICATIONS & LIGHTING	1	1/20/2021	Addendum 001
Electrical	E4.4	ENLARGE KITCHEN PLAN	0	12/18/2020	Bid Set

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Electrical	E5.1	POWER ONE-LINE DIAGRAM	1	1/20/2021	Addendum 001
Electrical	E5.2	FIRE ALARM RISER DIAGRAMS	0	12/18/2020	Bid Set
Electrical	E5.3	NETWORK RISER DIAGRAM	0	12/18/2020	Bid Set
Electrical	E6.1	PANELBOARD SCHEDULES	1	1/20/2021	Addendum 001
Electrical	E6.2	PANELBOARD SCHEDULES	1	1/20/2021	Addendum 001
Electrical	E6.3	PANELBOARD SCHEDULES	1	1/20/2021	Addendum 001
Electrical	E6.4	PANELBOARD SCHEDULES	1	1/20/2021	Addendum 001
Electrical	E6.5	PANELBOARD SCHEDULES	1	1/20/2021	Addendum 001
Electrical	E6.6	PANELBOARD SCHEDULES	0	12/18/2020	Bid Set
Electrical	E6.7	PANELBOARD SCHEDULES	0	12/18/2020	Bid Set
Electrical	EPS1.1	AUDITORIUM AV FIRST FLOOR PLAN PARTG	0	12/18/2020	Bid Set
Electrical	EPS2.1	AUDITORIUM AV FIRST FLOOR RCP PARTG	0	12/18/2020	Bid Set
Electrical	EPS3.1	AUDITORIUM AV SECTION PART G	0	12/18/2020	Bid Set
Electrical	EPS4.1	AUDITORIUM AV DETAILS	0	12/18/2020	Bid Set
Electrical	EPS4.2	AUDITORIUM AV DETAILS	0	12/18/2020	Bid Set
Electrical	EPS4.3	AUDITORIUM AV DETAILS	0	12/18/2020	Bid Set
Electrical	EPS4.4	AUDITORIUM AV DETAILS	0	12/18/2020	Bid Set
Electrical	EPS5.1	LOCATION	0	12/18/2020	Bid Set
Electrical	EPS5.2	SPORTS LOUDSPEAKER LOCATIONS	0	12/18/2020	Bid Set
Electrical	EPS5.3	SPORTS DETAILS	0	12/18/2020	Bid Set
Electrical	EPS5.4	SPORTS LOUDSPEAKER DETAILS	0	12/18/2020	Bid Set
Electrical	EPSL	AV LEGEND	0	12/18/2020	Bid Set
Fire Protection	FP0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES	0	12/18/2020	Bid Set
Fire Protection	FP2.1.1	FIRST FLOOR PLAN - PART A - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.2	FIRST FLOOR PLAN - PART B - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.3	FIRST FLOOR PLAN - PART C - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.4	FIRST FLOOR PLAN - PART D - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.5	FIRST FLOOR PLAN - PART E - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.6	FIRST FLOOR PLAN - PART F - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.7	FIRST FLOOR PLAN - PART G - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.1.8	CTE FLOOR PLAN - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.2.1	SECOND FLOOR PLAN - PART A - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.2.2	SECOND FLOOR PLAN - PART B - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.2.3	SECOND FLOOR PLAN - PART C - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.2.4	SECOND FLOOR PLAN - PART D - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FP2.2.5	SECOND FLOOR PLAN - PART E - FIRE PROTECTION	0	12/18/2020	Bid Set
Fire Protection	FS.01	FOODSERVICE EQUIPMENT PLAN	1	1/20/2021	Addendum 001
Fire Protection	FS.02	FOOD SERVICE EQUIPMENT SCHEDULE	1	1/20/2021	Addendum 001
Fire Protection	FS.03	FOOD SERVICE PLUMBING PLAN	0	12/18/2020	Bid Set
Fire Protection	FS.04	FOOD SERVICE ELECTRICAL PLAN	0	12/18/2020	Bid Set
Fire Protection	FS.05	FOOD SERVICE EQUIPMENT	0	12/18/2020	Bid Set
Fire Protection	FS.06	COLD STORAGE DETAILS	0	12/18/2020	Bid Set
General	G0.0.1	INTEGRATED MOCKUP PANEL	0	12/18/2020	Bid Set
General	G0.0.2	GENERAL INFORMATION - AIR BARRIER	0	12/18/2020	Bid Set
General	G2.1	GENERAL INFORMATION - AIR BARRIER	0	12/18/2020	Bid Set
IR	IR-1	IRRIGATION PLAN	0	12/18/2020	Bid Set
IR	IR-2	IRRIGATION PLAN	0	12/18/2020	Bid Set

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Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
IR	IR-3	IRRIGATION PLAN	0	12/18/2020	Bid Set
Landscape	L1.0	SOD & SEED PLAN	0	12/18/2020	Bid Set
Landscape	L1.1	SEED & SOD PLAN	0	12/18/2020	Bid Set
Life Safety	LS1.1	CODE SUMMARY BLDG 1-4	0	12/18/2020	Bid Set
Life Safety	LS1.2	CODE SUMMARY BLDG 5	0	12/18/2020	Bid Set
Life Safety	LS1.3	CODE SUMMARY BLDG 6	0	12/18/2020	Bid Set
Life Safety	LS1.4	CODE SUMMARY BLDG 7	0	12/18/2020	Bid Set
Life Safety	LS1.5	CODE SUMMARY BLDG 8	0	12/18/2020	Bid Set
Life Safety	LS2.1	LIFE SAFETY INFORMATION	0	12/18/2020	Bid Set
Life Safety	LS2.2	LIFE SAFETY INFORMATION	0	12/18/2020	Bid Set
Life Safety	LS2.3	LIFE SAFETY INFORMATION	0	12/18/2020	Bid Set
Life Safety	LS2.4	LIFE SAFETY INFORMATION	0	12/18/2020	Bid Set
Life Safety	LS2.5	LIFE SAFETY INFORMATION	0	12/18/2020	Bid Set
Life Safety	LS3.1	UL ASSEMBLIES	0	12/18/2020	Bid Set
Mechanical	M0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES	0	12/18/2020	Bid Set
Mechanical	M0.2	SCHEDULES	0	12/18/2020	Bid Set
Mechanical	M0.3	SCHEDULES	0	12/18/2020	Bid Set
Mechanical	M0A.1	- X9ckIMERS __ nrRer iU , __ 1B-1rtCKWU __ TOP of: D&CK tvr. - c0RRUrmeeS0rWNNSS	0	12/18/2020	Bid Set
Mechanical	M0A5	NEW HIGH SCHOOL 591568 SALAMANCA BURLINGTON SCHOOL SYSTEM S. NC HWY 119, NORTH CAROLINA 2	0	12/18/2020	Bid Set
Mechanical	M1.1	OVERALL FLOOR PLAN	0	12/18/2020	Bid Set
Mechanical	M1.2	CTE BUILDING 'A' - FLOOR PLAN	1	1/20/2021	Addendum 001
Mechanical	M1.3	SITE BUILDINGS - FLOOR PLANS	0	12/18/2020	Bid Set
Mechanical	M2.1.1	FIRST FLOOR PLAN - PART A - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.1.2	FIRST FLOOR PLAN - PART A - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.2.1	FIRST FLOOR PLAN - PART B - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.2.2	FIRST FLOOR PLAN - PART B - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.3.1	FIRST FLOOR PLAN - PART C - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.3.2	FIRST FLOOR PLAN - PART C - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.4.1	FIRST FLOOR PLAN - PART D - DUCTWORK	1	1/20/2021	Addendum 001
Mechanical	M2.4.2	FIRST FLOOR PLAN - PART D - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.5.1	FIRST FLOOR PLAN - PART E - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.5.2	FIRST FLOOR PLAN - PART E - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.6.1	FIRST FLOOR PLAN - PART F - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.6.2	FIRST FLOOR PLAN - PART F - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.7.1	FIRST FLOOR PLAN - PART G - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.7.2	FIRST FLOOR PLAN - PART G - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.8.1	SECOND FLOOR PLAN - PART A - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.8.2	SECOND FLOOR PLAN - PART A - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.9.1	SECOND FLOOR PLAN - PART B - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.9.2	SECOND FLOOR PLAN - PART B - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.10.1	SECOND FLOOR PLAN - PART C - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.10.2	SECOND FLOOR PLAN - PART C - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.11.1	SECOND FLOOR PLAN - PART D - DUCTWORK	0	12/18/2020	Bid Set
Mechanical	M2.11.2	SECOND FLOOR PLAN - PART D - PIPING	0	12/18/2020	Bid Set
Mechanical	M2.12	ROOF PLAN	0	12/18/2020	Bid Set
Mechanical	M3.1	MECHANICAL ROOM AND EQUIPMENT AREA	0	12/18/2020	Bid Set
Mechanical	M3.2	EQUIPMENT PLATFORM - PART A	0	12/18/2020	Bid Set

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Mechanical	M3.3	EQUIPMENT PLATFORM - PART D	0	12/18/2020	Bid Set
Mechanical	M3.4	EQUIPMENT PLATFORM - KITCHEN	0	12/18/2020	Bid Set
Mechanical	M3.5	EQUIPMENT PLATFORM - GYM	0	12/18/2020	Bid Set
Mechanical	M3.6	EQUIPMENT PLATFORM - MUSIC	0	12/18/2020	Bid Set
Mechanical	M4.1	SECTIONS	0	12/18/2020	Bid Set
Mechanical	M4.2	SECTIONS	0	12/18/2020	Bid Set
Mechanical	M4.3	SECTIONS	0	12/18/2020	Bid Set
Mechanical	M4.4	SECTIONS	0	12/18/2020	Bid Set
Mechanical	M5.1	DETAILS	0	12/18/2020	Bid Set
Mechanical	M5.2	DETAILS	0	12/18/2020	Bid Set
Mechanical	M5.3	DETAILS	0	12/18/2020	Bid Set
Mechanical	M5.4	UNIT LAYOUT DETAILS	0	12/18/2020	Bid Set
Mechanical	M5.5	UNIT LAYOUT DETAILS	0	12/18/2020	Bid Set
Mechanical	M6.1	SYSTEM SCHEMATICS	0	12/18/2020	Bid Set
Mechanical	M7.1	CONTROL DIAGRAMS	0	12/18/2020	Bid Set
Mechanical	M7.2	CONTROL DIAGRAMS	0	12/18/2020	Bid Set
Plumbing	P0.1	LEGENDS, ABBREVIATIONS AND GENERAL NOTES	0	12/18/2020	Bid Set
Plumbing	P2.0.1	FOUNDATION PLAN - PART A - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.0.2	FOUNDATION PLAN - PART B - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.0.3	FOUNDATION PLAN - PART C - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.0.4	FOUNDATION PLAN - PART D - PLUMBING	1	1/20/2021	Addendum 001
Plumbing	P2.0.5	FOUNDATION PLAN - PART E - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.0.6	FOUNDATION PLAN - PART F - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.0.7	FOUNDATION PLAN - PART G - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.1.1	FIRST FLOOR PLAN - PART A - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.2	FIRST FLOOR PLAN - PART B - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.3	FIRST FLOOR PLAN - PART C - SANITARY	1	1/20/2021	Addendum 001
Plumbing	P2.1.4	FIRST FLOOR PLAN - PART D - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.5	FIRST FLOOR PLAN - PART E - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.6	FIRST FLOOR PLAN - PART F - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.7	FIRST FLOOR PLAN - PART G - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.1.8	FIRST FLOOR PLAN - PART A - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.1.9	FIRST FLOOR PLAN - PART B - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.1.10	FIRST FLOOR PLAN - PART C - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.1.11	FIRST FLOOR PLAN - PART D - DOMESTIC	1	1/20/2021	Addendum 001
Plumbing	P2.1.12	FIRST FLOOR PLAN - PART E - DOMESTIC	1	1/20/2021	Addendum 001
Plumbing	P2.1.13	FIRST FLOOR PLAN - PART F - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.1.14	FIRST FLOOR PLAN - PART G - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.2.1	SECOND FLOOR PLAN - PART A - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.2.2	SECOND FLOOR PLAN - PART B - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.2.3	SECOND FLOOR PLAN - PART C - SANITARY	1	1/20/2021	Addendum 001
Plumbing	P2.2.4	SECOND FLOOR PLAN - PART D - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.2.5	SECOND FLOOR PLAN - PART E - SANITARY	0	12/18/2020	Bid Set
Plumbing	P2.2.6	SECOND FLOOR PLAN - PART A - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.2.7	SECOND FLOOR PLAN - PART B - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.2.8	SECOND FLOOR PLAN - PART C - DOMESTIC	1	1/20/2021	Addendum 001
Plumbing	P2.2.9	SECOND FLOOR PLAN - PART D - DOMESTIC	0	12/18/2020	Bid Set

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Plumbing	P2.2.10	SECOND FLOOR PLAN - PART E - DOMESTIC	0	12/18/2020	Bid Set
Plumbing	P2.3	PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.4	CONCESSION STAND C FLOOR PLANS - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.5	CONCESSION STAND D FLOOR PLANS - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.6	CTE BUILDING FLOOR PLANS - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P2.11	MECHANICAL PLATFORM PLANS - SANITARY	0	12/18/2020	Bid Set
Plumbing	P3.1.1	ROOF PLAN - PART A - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.2	ROOF PLAN - PART B - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.3	ROOF PLAN - PART C - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.4	ROOF PLAN - PART D - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.5	ROOF PLAN - PART E - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.6	ROOF PLAN - PART F - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P3.1.7	ROOF PLAN - PART G - PLUMBING	0	12/18/2020	Bid Set
Plumbing	P4.1	ENLARGED MECHANICAL ROOM PLAN	1	1/20/2021	Addendum 001
Plumbing	P4.2	ENLARGED PLANS	0	12/18/2020	Bid Set
Plumbing	P4.3	ENLARGED PLANS	0	12/18/2020	Bid Set
Plumbing	P4.4	ENLARGED PLANS	0	12/18/2020	Bid Set
Plumbing	P4.5	ENLARGED PLANS	0	12/18/2020	Bid Set
Plumbing	P4.6	ENLARGED KITCHEN PLAN	1	1/20/2021	Addendum 001
Plumbing	P4.7	ENLARGED KITCHEN PLAN	1	1/20/2021	Addendum 001
Plumbing	P4.8	ENLARGED KITCHEN PLAN	0	12/18/2020	Bid Set
Plumbing	P4.9	RISER DIAGRAMS	0	12/18/2020	Bid Set
Plumbing	P5.1	DETAILS	0	12/18/2020	Bid Set
Plumbing	P5.2	DETAILS	0	12/18/2020	Bid Set
Plumbing	P6.1	SCHEDULES	0	12/18/2020	Bid Set
Plumbing	P7.1	STORM RISER DIAGRAM	0	12/18/2020	Bid Set
Plumbing	P51.1	AUDIO	0	12/18/2020	Bid Set
Plumbing	P51.2	AUDITORIUM AUDIO FLOW 2	0	12/18/2020	Bid Set
Plumbing	P51.3	FLOW 3	0	12/18/2020	Bid Set
Plumbing	P51.4	AUDITORIUM VIDEO FLOW	0	12/18/2020	Bid Set
Plumbing	P51.5	AUDITORIUM CONTROL FLOW	0	12/18/2020	Bid Set
Plumbing	P51.6	CLASSROOM AUDIO FLOW	0	12/18/2020	Bid Set
Plumbing	P51.7	SPORTS AUDIO FLOW	0	12/18/2020	Bid Set
Structural	S0.0.1	GENERAL NOTES AND LEGENDS	1	1/20/2021	Addendum 001
Structural	S0.0.2	SCHEDULE OF SPECIAL INSPECTIONS	0	12/18/2020	Bid Set
Structural	S0.0.3	SNOW LOADING	0	12/18/2020	Bid Set
Structural	S0.0.4	WIND PRESSURE DIAGRAM	0	12/18/2020	Bid Set
Structural	S1.1.1	FOUNDATION PLAN - PART A	1	1/20/2021	Addendum 001
Structural	S1.1.2	FOUNDATION PLAN - PART B	0	12/18/2020	Bid Set
Structural	S1.1.3	FOUNDATION PLAN - PART C	0	12/18/2020	Bid Set
Structural	S1.1.4	FOUNDATION PLAN - PART D	0	12/18/2020	Bid Set
Structural	S1.1.5	FOUNDATION PLAN - PART E	0	12/18/2020	Bid Set
Structural	S1.1.6	FOUNDATION PLAN - PART F	0	12/18/2020	Bid Set
Structural	S1.1.7	FOUNDATION PLAN - PART G	1	1/20/2021	Addendum 001
Structural	S1.1.8	PARTIAL FOUNDATION PLAN - PART E	0	12/18/2020	Bid Set
Structural	S1.1.9	FOUNDATION PLANS - SITE BUILDINGS	1	1/20/2021	Addendum 001
Structural	S1.1.10	SLAB CONTROL JOINT PLAN	0	12/18/2020	Bid Set

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Discipline	Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
Structural	S1.1.11	SLAB CONTROL JOINT PLANS - SITE	0	12/18/2020	Bid Set
Structural	S2.1.1	2ND FLOOR FRAMING PLAN - PART A	0	12/18/2020	Bid Set
Structural	S2.1.2	2ND FLOOR FRAMING PLAN - PART B	0	12/18/2020	Bid Set
Structural	S2.1.3	2ND FLOOR FRAMING PLAN - PART C	0	12/18/2020	Bid Set
Structural	S2.1.4	2ND FLOOR FRAMING PLAN - PART D	0	12/18/2020	Bid Set
Structural	S2.1.5	2ND FLOOR AND LOW ROOF FRAMING PLAN - PART E	0	12/18/2020	Bid Set
Structural	S2.1.6	LOW ROOF AND MECHANICAL MEZZ FRAMING - PART F	0	12/18/2020	Bid Set
Structural	S2.1.7	MECHANICAL MEZZ FRAMING PLAN - PART G	0	12/18/2020	Bid Set
Structural	S2.2.1	MECHANICAL MEZZANINE FRAMING PLAN - PART A	0	12/18/2020	Bid Set
Structural	S2.2.2	MECHANICAL MEZZANINE FRAMING PLAN - PART D	0	12/18/2020	Bid Set
Structural	S2.3.1	ROOF FRAMING PLAN - PART A	0	12/18/2020	Bid Set
Structural	S2.3.2	ROOF FRAMING PLAN - PART B	0	12/18/2020	Bid Set
Structural	S2.3.3	ROOF FRAMING PLAN - PART C	0	12/18/2020	Bid Set
Structural	S2.3.4	ROOF FRAMING PLAN - PART D	0	12/18/2020	Bid Set
Structural	S2.3.5	ROOF FRAMING PLAN - PART E	0	12/18/2020	Bid Set
Structural	S2.3.6	ROOF FRAMING PLAN - PART F	0	12/18/2020	Bid Set
Structural	S2.3.7	ROOF FRAMING PLAN - PART G	0	12/18/2020	Bid Set
Structural	S2.3.8	ROOF FRAMING PLAN - SITE BUILDINGS	1	1/20/2021	Addendum 001
Structural	S3.0.1	TYPICAL FOUNDATION DETAILS	0	12/18/2020	Bid Set
Structural	S3.0.2	TYPICAL SLAB DETAILS	0	12/18/2020	Bid Set
Structural	S3.1.1	FOUNDATION SECTIONS	0	12/18/2020	Bid Set
Structural	S3.1.2	FOUNDATION SECTIONS	0	12/18/2020	Bid Set
Structural	S4.0.1	TYPICAL MASONRY WALL AND LINTEL DETAILS	0	12/18/2020	Bid Set
Structural	S4.0.2	TYPICAL FRAMING DETAILS	0	12/18/2020	Bid Set
Structural	S4.0.3	TYPICAL FRAMING DETAILS AND DECK SCHEDULE	0	12/18/2020	Bid Set
Structural	S4.1.1	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.2	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.3	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.4	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.5	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.6	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.7	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.8	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.9	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.10	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S4.1.11	FRAMING SECTIONS	0	12/18/2020	Bid Set
Structural	S5.1.1	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S5.1.2	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S5.1.3	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S5.1.4	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S5.1.5	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S5.1.6	PORTAL DETAILS	0	12/18/2020	Bid Set
Structural	S6.1.1	JOIST LOADING DIAGRAMS	0	12/18/2020	Bid Set

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01 - General Requirements	10200	General Sitework Requirements	1	1/20/2021	Addendum 001
01 - General Requirements	11000	Summary need Cx	0	12/18/2020	Bid Set
01 - General Requirements	12100	Allowances	0	12/18/2020	Bid Set
01 - General Requirements	12200	Unit Prices	0	12/18/2020	Bid Set
01 - General Requirements	12300	Alternates	1	1/20/2021	Addendum 001
01 - General Requirements	12500	Substitution Procedures	0	12/18/2020	Bid Set
01 - General Requirements	12900	Payment Procedures	0	12/18/2020	Bid Set
01 - General Requirements	13100	Project Management and Coordination	0	12/18/2020	Bid Set
01 - General Requirements	13300	Submittals Procedures	0	12/18/2020	Bid Set
01 - General Requirements	14000	Quality Requirements	0	12/18/2020	Bid Set
01 - General Requirements	14200	References	0	12/18/2020	Bid Set
01 - General Requirements	14520	Testing, Adjusting and Balancing for HVAC	0	12/18/2020	Bid Set
01 - General Requirements	15000	Temporary Facilities and Controls	0	12/18/2020	Bid Set
01 - General Requirements	16000	Product Requirements	0	12/18/2020	Bid Set
01 - General Requirements	17300	Execution	0	12/18/2020	Bid Set
01 - General Requirements	17419	Construction Waste Management and Disposal	0	12/18/2020	Bid Set
01 - General Requirements	17700	Closeout Procedures	0	12/18/2020	Bid Set
01 - General Requirements	17823	Operation and Maintenance Data	0	12/18/2020	Bid Set
01 - General Requirements	18119	Indoor Air Quality Requirements	0	12/18/2020	Bid Set
01 - General Requirements	18317	Exterior Building Enclosure Air Barrier Requirements	0	12/18/2020	Bid Set
02 - Existing Conditions	24113	Selective Site Demolition	0	12/18/2020	Bid Set
02 - Existing Conditions	24116	Structural Demolition	0	12/18/2020	Bid Set
03 - Concrete	33000	Cast-In-Place Concrete	1	1/20/2021	Addendum 001
03 - Concrete	33100	Polished Concrete Floor Finish	1	1/20/2021	Addendum 001
03 - Concrete	33519	Colored Concrete Finishing	0	12/18/2020	Bid Set
04 - Masonry	42000	Unit Masonry	0	12/18/2020	Bid Set
05 - Metals	51200	Structural Steel Framing	0	12/18/2020	Bid Set
05 - Metals	52100	Steel Joist Framing	0	12/18/2020	Bid Set
05 - Metals	53100	Steel Decking	0	12/18/2020	Bid Set
05 - Metals	54000	Cold-Formed Steel Framing	0	12/18/2020	Bid Set
05 - Metals	54400	Cold-Formed Metal Trusses	0	12/18/2020	Bid Set
05 - Metals	55000	Metal Fabrications	0	12/18/2020	Bid Set
05 - Metals	55100	Metal Stairs	0	12/18/2020	Bid Set
05 - Metals	55213	Pipe and Tube Railing	0	12/18/2020	Bid Set
06 - Wood, Plastics, and Composites	60501	Rough Carpentry for Roofing	0	12/18/2020	Bid Set
06 - Wood, Plastics, and Composites	61000	Rough Carpentry	0	12/18/2020	Bid Set
06 - Wood, Plastics, and Composites	61600	Sheathing	0	12/18/2020	Bid Set
06 - Wood, Plastics, and Composites	64023	Interior Architectural Woodwork	1	1/20/2021	Addendum 001
07 - Thermal and Moisture Protection	71326	Self-Adhering Sheet Waterproofing	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	72100	Thermal Insulation	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	72120	Board Roof Insulation	0	12/18/2020	Bid Set

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07 - Thermal and Moisture Protection	72727	Spray Polyurethane Foam Air Barrier	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	73110	Asphalt Shingle Roof System	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	74100	Sheet Metal Roofing System	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	75400	Thermoplastic Single-Ply Roof System	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	76200	Sheet Metal Roof Flashings	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	77200	Roof Accessories	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	78413	Penetration Firestopping	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	78426	Thermal Barriers for Plastic	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	79200	Joint Sealants	0	12/18/2020	Bid Set
07 - Thermal and Moisture Protection	79500	Expansion Control	0	12/18/2020	Bid Set
08 - Openings	08 7100	Door Hardware	0	12/18/2020	Bid Set
08 - Openings	81113	Steel Doors and Frames	0	12/18/2020	Bid Set
08 - Openings	81416	Flush Wood Doors	0	12/18/2020	Bid Set
08 - Openings	81613	Fiberglass Reinforces Polyester (FRP) Flush Doors	0	12/18/2020	Bid Set
08 - Openings	83113	Access Doors and Frames	0	12/18/2020	Bid Set
08 - Openings	83313	Coiling Counter Doors	0	12/18/2020	Bid Set
08 - Openings	83323	Overhead Coiling Doors	0	12/18/2020	Bid Set
08 - Openings	83326	Overhead Coiling Grilles	0	12/18/2020	Bid Set
08 - Openings	84000	Aluminum Framed Entrances and Storefront	0	12/18/2020	Bid Set
08 - Openings	88000	Glazing	0	12/18/2020	Bid Set
08 - Openings	88300	Mirrors	0	12/18/2020	Bid Set
08 - Openings	89000	Louvers and Vents	0	12/18/2020	Bid Set
09 - Finishes	92116	Gypsum Board Assemblies	0	12/18/2020	Bid Set
09 - Finishes	92216	Cold-Formed Steel Framing - Non-Structural (CFSF-NS)	0	12/18/2020	Bid Set
09 - Finishes	92900	Gypsum Board	0	12/18/2020	Bid Set
09 - Finishes	93000	Tiling	0	12/18/2020	Bid Set
09 - Finishes	95113	Acoustical Panel Ceilings	1	1/20/2021	Addendum 001
09 - Finishes	96453	Stage Flooring Assembly	0	12/18/2020	Bid Set
09 - Finishes	96466	Wood Athletic Flooring	1	1/20/2021	Addendum 001
09 - Finishes	96467	Wood Dance Flooring Assemblies	1	1/20/2021	Addendum 001
09 - Finishes	96513	Resilient Base & Accessories	1	1/20/2021	Addendum 001
09 - Finishes	96519	Resilient Tile Flooring	1	1/20/2021	Addendum 001
09 - Finishes	96566	Rubber Athletic Flooring	1	1/20/2021	Addendum 001
09 - Finishes	96723	Resinous Flooring and Wall Systems	1	1/20/2021	Addendum 001
09 - Finishes	96816	Sheet Carpeting	1	1/20/2021	Addendum 001
09 - Finishes	97713	Stretched-Fabric Wall Systems	0	12/18/2020	Bid Set
09 - Finishes	98433	Sound Absorbing and Diffusing Wall Units	0	12/18/2020	Bid Set
09 - Finishes	98436	Sound Absorbing Ceiling Units	0	12/18/2020	Bid Set
09 - Finishes	99100	Painting	0	12/18/2020	Bid Set
10 - Specialties	101100	Visual Display Surfaces	0	12/18/2020	Bid Set
10 - Specialties	101200	Display Cases	0	12/18/2020	Bid Set

Name of Project
City of Project
Samet Project # XX-XXX



Division	Number	Description	Revision	Issued Date	Set
10 - Specialties	101400	Signage	0	12/18/2020	Bid Set
10 - Specialties	102113	Solid-Polymer Toilet Compartments	0	12/18/2020	Bid Set
10 - Specialties	102123	Cubicle Curtain and Track	0	12/18/2020	Bid Set
10 - Specialties	102600	Wall Protection	0	12/18/2020	Bid Set
10 - Specialties	102800	Toilet, Bath, and Laundry Accessories	0	12/18/2020	Bid Set
10 - Specialties	104400	Fire Protection Specialties	0	12/18/2020	Bid Set
10 - Specialties	105113	Metal Lockers	0	12/18/2020	Bid Set
10 - Specialties	107300	Protective Covers	1	1/20/2021	Addendum 001
10 - Specialties	107500	Flagpoles	0	12/18/2020	Bid Set
11 - Equipment	111300	Loading Dock Equipment	0	12/18/2020	Bid Set
11 - Equipment	112300	Commercial Laundry Equipment	0	12/18/2020	Bid Set
11 - Equipment	113100	Residential Appliances	0	12/18/2020	Bid Set
11 - Equipment	114000	Foodservice Equipment	1	1/20/2021	Addendum 001
11 - Equipment	116143	Stage Curtains	0	12/18/2020	Bid Set
11 - Equipment	116613	Ballet Barres	0	12/18/2020	Bid Set
11 - Equipment	116623	Gymnasium Equipment	0	12/18/2020	Bid Set
11 - Equipment	119513	Kilns	0	12/18/2020	Bid Set
12 - Furnishings	122113	Horizontal Louver Blinds	0	12/18/2020	Bid Set
12 - Furnishings	123216	Manufactured Plastic-Laminate-Faced Casework	1	1/20/2021	Addendum 001
12 - Furnishings	123553	Laboratory Casework	1	1/20/2021	Addendum 001
12 - Furnishings	123616	Metal Countertops	0	12/18/2020	Bid Set
12 - Furnishings	126100	Fixed Audience Seating	0	12/18/2020	Bid Set
12 - Furnishings	126600	Telescoping Stands	0	12/18/2020	Bid Set
13 - Special Construction	133416	Grandstands and Press Box	1	1/20/2021	Addendum 001
13 - Special Construction	133423	Greenhouse Structure	0	12/18/2020	Bid Set
14 - Conveying Equipment	142100	Electric Traction Machine-Roomless Elevators	0	12/18/2020	Bid Set
21 - Fire Suppression	210500	Common Work Results for Fire-Suppression	0	12/18/2020	Bid Set
21 - Fire Suppression	211000	Water-Based Fire-Suppression Systems	0	12/18/2020	Bid Set
22 - Plumbing	220500	Common Work Results for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220513	Motors for Plumbing Equipment	0	12/18/2020	Bid Set
22 - Plumbing	220516	Expansion Fittings and Loops for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220517	Sleeves and Sleeve Seals for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220519	Meters and Gages for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220523	General Duty Valves for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220529	Hangers and Supports for Plumbing Piping	0	12/18/2020	Bid Set
22 - Plumbing	220553	Identification for Plumbing Piping and Equipment	0	12/18/2020	Bid Set
22 - Plumbing	220700	Plumbing Insulation	0	12/18/2020	Bid Set
22 - Plumbing	221113	Facility Natural Gas Piping	0	12/18/2020	Bid Set
22 - Plumbing	221116	Domestic Water Piping	0	12/18/2020	Bid Set
22 - Plumbing	221119	Domestic Water Piping Specialties	0	12/18/2020	Bid Set
22 - Plumbing	221125	Circulating Pumps	0	12/18/2020	Bid Set

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Samet Project # XX-XXX



Division	Number	Description	Revision	Issued Date	Set
22 - Plumbing	221316	Sanitary Waste and Vent Piping	0	12/18/2020	Bid Set
22 - Plumbing	221319	Sanitary Waste Piping Specialties	0	12/18/2020	Bid Set
22 - Plumbing	221413	Facility Storm Drainage Piping	0	12/18/2020	Bid Set
22 - Plumbing	221423	Storm Drainage Piping Specialties	0	12/18/2020	Bid Set
22 - Plumbing	221429	Sump Pumps	0	12/18/2020	Bid Set
22 - Plumbing	223300	Electric Water Heaters	0	12/18/2020	Bid Set
22 - Plumbing	223400	Fuel-Fired, Domestic-Water Heaters	0	12/18/2020	Bid Set
22 - Plumbing	224000	Plumbing Fixtures	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230500	Common Work Results for HVAC	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230513	Motors for HVAC Equipment	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230514	Variable Speed Drives	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230516	Expansion Fittings and Loops for HVAC Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230517	Sleeves and Sleeve Seals for HVAC Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230519	Meters and Gauges for HVAC Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230523	General Duty Valves for HVAC Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230529	Hangers and Supports for HVAC Piping and Equipment	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230533	Heat Tracing for HVAC Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230553	Identification for HVAC Piping and Equipment	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230700	HVAC Insulation	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230900	Building Automation System	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	230993	Sequence of Control For HVAC	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	232113	Hydronic Piping	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	232123	Hydronic Pumps	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	232500	HVAC Water Treatment	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233113	Metal Ducts	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233300	Air Duct Accessories	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233424	Specialty Exhaust Systems	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233600	Air Terminal Units	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233713	Diffusers Registers and Grilles	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233716	Fabric Ducts	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	233723	HVAC Gravity Ventilators	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	234100	Particulate Air Filtration	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235100	Breechings Chimneys and Stacks	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	235216	Condensing Boilers	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	236426	Air-Cooled, Rotary-Screw Water Chillers	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	237313	Modular Indoor Central Station Air Handling Units	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	237433	Energy Recovery Units	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238123	Computer Room Air Conditioners	1	1/20/2021	Addendum 001
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238126	Ductless Split-System Air Conditioning Units	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238127	Split-System Air Conditioners	0	12/18/2020	Bid Set
23 - Heating, Ventilating, and Air Conditioning (HVAC)	238240	Electric Unit Heaters	0	12/18/2020	Bid Set

Name of Project
City of Project
Samet Project # XX-XXX



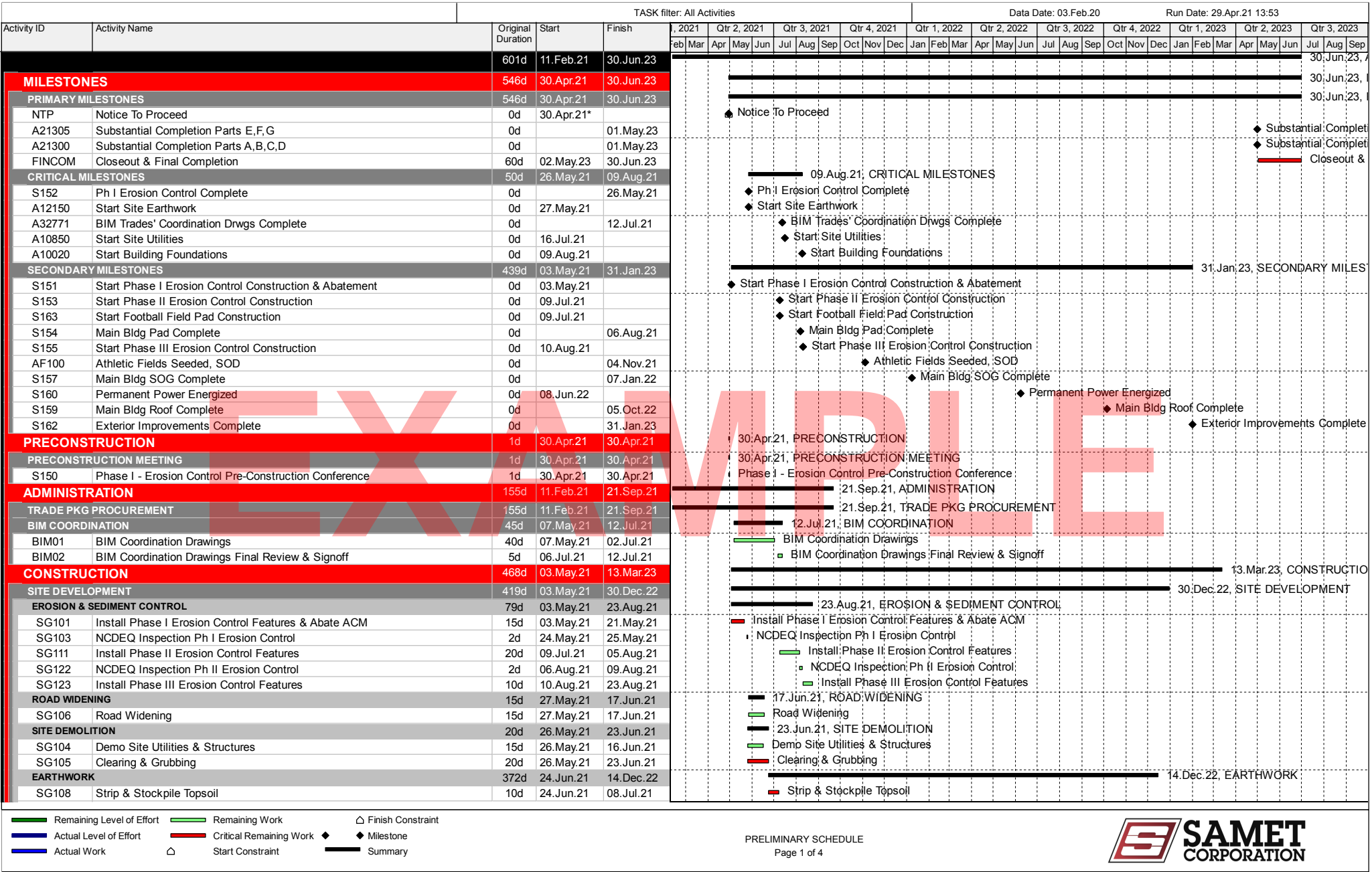
Division	Number	Description	Revision	Issued Date	Set
26 - Electrical	260519	Low-Voltage Electrical Power Conductors and Cables	1	1/20/2021	Addendum 001
26 - Electrical	260526	Grounding and Bonding for Electrical Systems	0	12/18/2020	Bid Set
26 - Electrical	260529	Hangers and Supports for Electrical Systems	0	12/18/2020	Bid Set
26 - Electrical	260533	Raceways and Boxes for Electrical Systems	0	12/18/2020	Bid Set
26 - Electrical	260536	Cable Trays for Electrical Systems	0	12/18/2020	Bid Set
26 - Electrical	260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	0	12/18/2020	Bid Set
26 - Electrical	260553	Identification for Electrical Systems	0	12/18/2020	Bid Set
26 - Electrical	260572	Overcurrent Protective Device Short-Circuit Study	0	12/18/2020	Bid Set
26 - Electrical	260573	Overcurrent Protective Device Coordination Study	0	12/18/2020	Bid Set
26 - Electrical	260574	Overcurrent Protective Device Arc-Flash Study	0	12/18/2020	Bid Set
26 - Electrical	260923	Lighting Control Devices	0	12/18/2020	Bid Set
26 - Electrical	262200	Low-Voltage Transformers	0	12/18/2020	Bid Set
26 - Electrical	262413	Switchboards	0	12/18/2020	Bid Set
26 - Electrical	262416	Panelboards	0	12/18/2020	Bid Set
26 - Electrical	262726	Wiring Devices	0	12/18/2020	Bid Set
26 - Electrical	262816	Enclosed Switches and Circuit Breakers	0	12/18/2020	Bid Set
26 - Electrical	263214	Engine Generators Diesel	0	12/18/2020	Bid Set
26 - Electrical	263600	Automatic Transfer Switches	0	12/18/2020	Bid Set
26 - Electrical	264313	Surge Protection Devices	0	12/18/2020	Bid Set
26 - Electrical	265119	LED Interior Lighting	0	12/18/2020	Bid Set
26 - Electrical	265619	LED Exterior Lighting	0	12/18/2020	Bid Set
27 - Communications	274116	Integrated Av Communications	0	12/18/2020	Bid Set
27 - Communications	270500	Common Work Results for Communications Systems	0	12/18/2020	Bid Set
27 - Communications	271100	Communications Equipment Room Fittings	0	12/18/2020	Bid Set
27 - Communications	271300	Communications Backbone Cabling	0	12/18/2020	Bid Set
27 - Communications	271500	Communications Horizontal Cabling	0	12/18/2020	Bid Set
27 - Communications	275116	Public Address System	0	12/18/2020	Bid Set
27 - Communications	275515	Bi-Directional Amplification System	0	12/18/2020	Bid Set
28 - Electronic Safety and Security	283111	Emergency Voice Communication Fire Alarm System	0	12/18/2020	Bid Set
31 - Earthwork	312000	Earthwork	1	1/20/2021	Addendum 001
31 - Earthwork	311000	Site Clearing	1	1/20/2021	Addendum 001
31 - Earthwork	312500	Erosion Control	0	12/18/2020	Bid Set
31 - Earthwork	313116	Termite Control	0	12/18/2020	Bid Set
32 - Exterior Improvements	321900	Exterior Athletic Equipment	0	12/18/2020	Bid Set
32 - Exterior Improvements	323113	Chain Link Fences and Gates (Galvanized)	0	12/18/2020	Bid Set
32 - Exterior Improvements	321216	Asphalt Pavement	0	12/18/2020	Bid Set
32 - Exterior Improvements	321313	Site Concrete	0	12/18/2020	Bid Set
32 - Exterior Improvements	321700	Pavement Markings, Signs and Specialties	0	12/18/2020	Bid Set
32 - Exterior Improvements	321823	Athletic Surfacing	0	12/18/2020	Bid Set
32 - Exterior Improvements	328400	Irrigation System	0	12/18/2020	Bid Set
32 - Exterior Improvements	329200	Lawns and Grasses	0	12/18/2020	Bid Set

Name of Project
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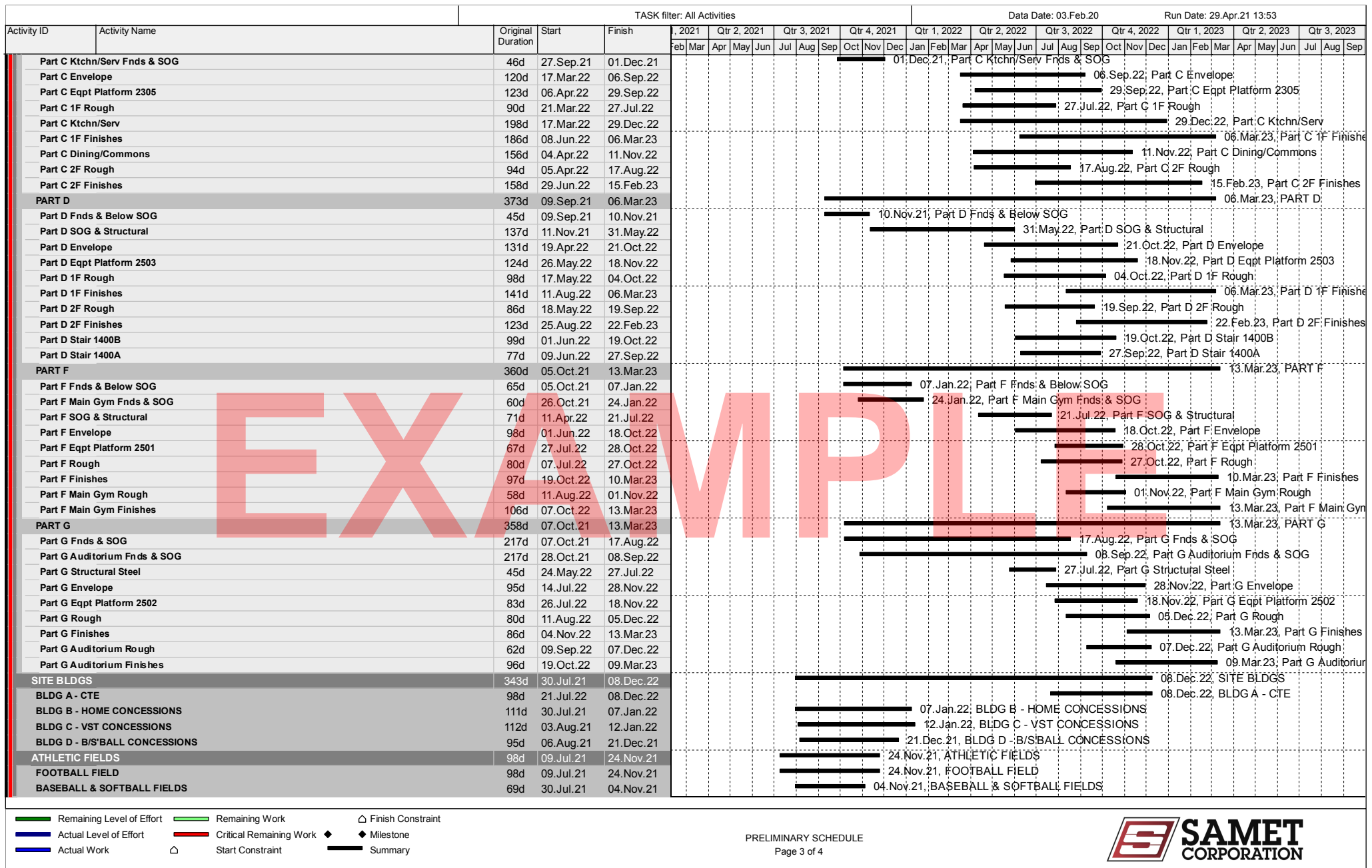


Division	Number	Description	Revision	Issued Date	Set
32 - Exterior Improvements	329300	Exterior plants	0	12/18/2020	Bid Set
33 - Utilities	331000	Exterior Water System	0	12/18/2020	Bid Set
33 - Utilities	333000	Sanitary Sewerage	0	12/18/2020	Bid Set
33 - Utilities	334100	Storm Drainage	0	12/18/2020	Bid Set
59 - Unknown	591568	Architects Project No	1	12/18/2020	Bid Set

EXAMPLE



[illegible]



				TASK filter: All Activities												Data Date: 03.Feb.20												Run Date: 29.Apr.21 13:53																	
Activity ID		Activity Name		Original Duration	Start	Finish	Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021			Qtr 4, 2021			Qtr 1, 2022			Qtr 2, 2022			Qtr 3, 2022			Qtr 4, 2022			Qtr 1, 2023			Qtr 2, 2023			Qtr 3, 2023								
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep						
FINAL INSPECTIONS				97d	09.Dec.22	01.May.23																																							
PARTS A,B,C,D				97d	09.Dec.22	01.May.23																																							
A32590	Health Departments Final Inspections		10d	09.Dec.22	22.Dec.22																																								
A19730	Testing Fire Alarm System		10d	06.Jan.23	20.Jan.23																																								
A19930	Final Inspections Fire Sprinkler System		10d	06.Jan.23	20.Jan.23																																								
A20010	Prelim Inspect Elevator C		10d	23.Jan.23	03.Feb.23																																								
A20070	Elevator Inspections		2d	06.Feb.23	07.Feb.23																																								
A20120	Final MEP Inspections Parts A, B, C, D		10d	09.Feb.23	22.Feb.23																																								
A20170	Fire Marshall Inspections Parts A, B, C, D		5d	23.Feb.23	01.Mar.23																																								
A20200	City/County Inspections Parts A, B, C, D		10d	02.Mar.23	15.Mar.23																																								
SAMET	Samet Quality Inspections		32d	16.Mar.23	01.May.23																																								
PARTS E,F,G				23d	13.Feb.23	15.Mar.23																																							
A25860	Final MEP Inspections Parts E,F,G		10d	13.Feb.23	24.Feb.23																																								
A25870	Fire Marshall Inspections Parts E,F,G		5d	23.Feb.23	01.Mar.23																																								
A25880	City/County Inspections Parts E,F,G		10d	02.Mar.23	15.Mar.23																																								

EXAMPLE

Finish ConstraintMilestoneSummary

ATTACHMENT E
MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

Date: _____

Approved/Certified By: _____

Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

Name of Project
City of Project
Samet Project # XX-XXX



TRADE PARTNER PRE-AWARD MEETING

<XXX> <Trade Package Name> <small>(Insert Division(s)) / (Insert Package Name)</small>	
Project Name:	<Project Name>
Project Number:	XX-XXX Meeting Date/ Time: XX/XX/XXXX XX:XX am/pm

Attendees: List all meeting participants or attach sign-in sheet

Name	Company

Name	Company

1. Bid Proposal

Bid Amount \$ _____

Standard Alternates

Alternate No. 1:	\$	
Alternate No. 2:	\$	
Alternate No. 3:	\$	
Alternate No. 4:	\$	
Alternate No. 5:	\$	
Alternate No. 6:	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Other Alternates

	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Name of Project
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Voluntary Alternates

☐ Yes ☐ No

Unit prices

<u>Item</u>	<u>Price</u>	<u>Unit Measure</u>
	\$0	HR

Labor Rates

<u>Position Description</u>	<u>Price</u>	<u>Unit Measure</u>
	\$	
	\$	
	\$	
	\$	
	\$	

Allowances – Included in base proposal amount? ☐ Yes ☐ No

<u>#</u>	<u>Description</u>	<u>Cost</u>
1		
2		
3		

Permits are included in the base proposal amount? ☐ Yes ☐ No

See Remarks for any comments regarding Section 1? ☐ Yes ☐ No

2. General Conditions

Indicate document has been read/reviewed, understood and included as part of the bid.

	<u>Document Date</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
a. Bidder is pre-qualified with Samet	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Form of agreement between Contractor and Subcontractor	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Purchase Order agreement (if applicable)	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. General Conditions of the Contract for Construction	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Bid # / Specifications	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Bid Drawings	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Bid Clarifications	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Addenda	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Number (1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Number (2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Number (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Project
City of Project
Samet Project # XX-XXX



- | | | | | |
|---|-------|--------------------------|--------------------------|--------------------------|
| Number (4) | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Number (5) | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Other | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| j. Bidder accepts Samet Terms & Conditions of Agreement | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| k. Exceptions or Exclusion to above items | _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

See Remarks for any comments regarding Section 2? ☐ Yes ☐ No

3. Scope of Work Document Review

Note any issues:

Item #	Comment

4. Payment of Invoices

- a. Invoices are to be submitted to:
Accts@sametcorp.com
- b. Invoices are due on the **20th** day of the month
- c. Required documentation with all invoices are noted below and samples provided to Trade Partner:
- | | Yes | No | To Be Issued |
|--|--------------------------|--------------------------|--------------------------|
| Application & Certification for Payment with Lien waiver | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| List of Second Tier Subcontracts and Suppliers | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Understand the requirements for the payment application process, preparation of the schedule of values and timely completion of closeout document preparation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

See Remarks for any comments regarding Section 4? ☐ Yes ☐ No

5. Change Order Procedures

- | | | |
|------------------------------------|------------------|---------------------|
| a. % of mark up: Self Performed | <u>xx% Labor</u> | <u>xx% Material</u> |
| b. % of mark up: Sub-subcontractor | <u>xx% Labor</u> | <u>xx% Material</u> |

Name of Project
City of Project
Samet Project # XX-XXX



c. Authorization process reviewed ☐ Yes ☐ No

d. Who at Samet can authorize your request: _____

e. Who at your company may submit and approve a request: _____

See Remarks for any comments regarding Section 5? ☐ Yes ☐ No

6. Proposed Subcontractors/Suppliers

Proposed Major Subs/Suppliers

Proposed Workforce Diversity, Small Business Subs/Suppliers

See Remarks for any comments regarding Section 6? ☐ Yes ☐ No

7. Bonding & Insurance

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| a. Insurance requirements reviewed and example of completed COI provided to Trade Partner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Professional Liability insurance requirements reviewed and within required limits | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Sealed design documents, submitted by a registered design professional, etc. are to be provided for design services | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Subcontract Payment/Performance Bond required (attach) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Bid Bond Included | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Bonding Company Name: _____ | | | |

See Remarks for any comments regarding Section 7? ☐ Yes ☐ No

8. Safety Procedures / Requirements

- | | Yes | No | N/A |
|---|--------------------------|--------------------------|--------------------------|
| f. Completed Contractor Safety Certificate on file? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Bidder's current EMR rating: _____ | | | |
| h. Daily clean up included per Samet requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| i. Bidder's Safety Representative: _____ | | | |

(name) (phone) (e-mail)

See Remarks for any comments regarding Section 8? ☐ Yes ☐ No

9. Schedule Requirements

- | | Yes | No | N/A |
|--|--------------------------|--------------------------|--------------------------|
| a. Project Construction Schedule understood and accepted | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Name of Project
City of Project
Samet Project # XX-XXX



- b. Project Substantial Completion Date – Base Bid: _____ (date)
- c. Bidder's proposed schedule durations: (record on lines below)
- | | |
|-----------------------------|-------|
| Shop Drawings/Submittals | _____ |
| Material/Equipment Delivery | _____ |
| Installation/Erection | _____ |
| Long Lead Items | _____ |
- d. All costs included to meet schedule (i.e. overtime/shift time) ☐ ☐ ☐
- e. Overtime for shut-downs and work in existing facilities included ☐ ☐ ☐
- f. Bidder has the manpower to perform the work ☐ ☐ ☐
- See Remarks for any comments regarding Section 9?** ☐ Yes ☐ No

10. Submittals / Document Control

- a. Proposed time frames for submittals if different than schedule:
- | | |
|--------------------------|-------|
| Shop drawings | _____ |
| Coordination Drawings | _____ |
| Product Data | _____ |
| Fabrication and Delivery | _____ |
- b. Number of copies to be submitted: _____
- c. Transmittal procedures reviewed ☐ Yes ☐ No ☐ N/A
- d. How will bidder monitor document control _____

See Remarks for any comments regarding Section 10?

☐ Yes ☐ No

11. Building Information Modeling

- a. BIM project requirements understood and accepted? ☐ Yes ☐ No ☐ N/A
- See Remarks for any comments regarding Section 11?** ☐ Yes ☐ No

12. Product Substitutions – N/A

Product substitutions are not accepted post bid.

See Remarks for any comments regarding Section 12? ☐ Yes ☐ No

13. Liquidated Damages

- | | | | |
|---|------------------------------|-----------------------------|------------------------------|
| a. Bidder understands role in preventing | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| b. Bidder understands consequences of incurring | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

See Remarks for any comments regarding Section 13? ☐ Yes ☐ No

14. Recycling

- a. This site recycles all materials noted below. Material is to be properly separated and placed in the dumpster(s) provided by Samet. Bidder is responsible for ensuring daily compliance:

- | | | |
|---------------------------------|------------------------------------|---|
| <input type="checkbox"/> Brick | <input type="checkbox"/> Cardboard | <input type="checkbox"/> Concrete Block |
| <input type="checkbox"/> Gypsum | <input type="checkbox"/> Metals | <input type="checkbox"/> Wood Pallets |
| <input type="checkbox"/> Other | _____ | |

Name of Project
City of Project
Samet Project # XX-XXX



See Remarks for any comments regarding Section 14?

☐ Yes ☐ No

15. Site Logistics

a. Bidder's site requirements (check those that apply):

- ☐ Site Trailer ☐ Parking
☐ Staging ☐ Hoisting
☐ Other: _____

b. Temporary facilities, utilities, power, storage, access, security, etc. reviewed ☐ Yes ☐ No

c. Temporary protection plan _____

d. Temporary heating/cooling/electric procedures _____

e. Have you made a site visit? ☐ Yes ☐ No

See Remarks for any comments regarding Section 15?

☐ Yes ☐ No

16. Project Meetings

a. Meeting(s) Schedule (day/time): (Time TBD) _____

b. Location: _____

c. Who will attend _____

(must be a person with decision making authority)

17. Contacts for Project

All communication shall go through the Samet Corporation; any communication given or received from a third party to the Subcontractor/Supplier will not be recognized by Samet Corporation. This is to ensure the Samet Corporation is involved in all Project processes and decisions.

Trade Partner Info:	Name	Cell	E-mail
Samet Team Info:	Name	Cell	E-mail



SAMET
CORPORATION

[illegible]

For: _____

Signature: _____

Print
Name: _____

Date: _____

Trade Partner Pre-Award Meeting Minutes - Page 7 of 7

Project Name
City of Project
Samet Project # XX-XXX



PROJECT STATEMENT

NOTICE OF PROJECT STATEMENT

A. Name of Project:
<Name of Project>

B. Physical Address of the Project:
<Street Address>
<City>, <State> <Zip>

C. Contracting Body:
<Owner Name>
<Owner Address>
<Owner City>, <Owner State> <Owner Zip>

D. Name of Construction Manager:
Samet Corporation, 309 Gallimore Dairy Road, Suite 102, Greensboro, NC 27409

E. The name, phone number, and mailing address of an agent authorized by the Construction Manager to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection (b) of this section:

Douglas A Beane, CFO
Samet Corporation
P.O. Box 8050
Greensboro, NC 27419
(336) 544-2600

F. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A—26(a) for the construction contract:

Liberty Mutual Insurance
Attn: Surety Claims Department
1001 4th Avenue
Suite 1700
Seattle, WA 98154

Dated: <Date>

NOTE: This is a Sample Certificate that is required by Samet (and all of its subsidiaries). It is only a sample. The Minimum Coverages shown below are just that. You must verify against and meet any Project Specific requirements. All other below Check boxes are required unless otherwise noted. **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) Current Date



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Insurance Agency Name and Address	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No.):
	E-MAIL ADDRESS:		
INSURED Subcontractor's Name Address City, State, Zip NOTE: Must match the name on Subcontract/PO	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company's Name(s)		NAIC #
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			Policy Numbers Required for each type of Insurance Coverage "Occur" box Must be Checked "Project" box Must be Checked If Project includes EIFS, subcontractor performing EIFS application must have EIFS Coverage as part of CGL Must include Hired and Non-Owned OR Any Auto	Current Policy Date	Current Policy Date	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 10,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER: EIFS						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	HIRE AUTOS							\$
								\$
A	UMBRELLA LIAB						EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB						AGGREGATE	\$ 1,000,000
	DED						RETENTION \$	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			You MUST enter a "Y" or "N" in this box based on your policy. As noted, ONLY Proprietor/Partner/Officer/Members are permitted exclusions.			PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			If you are a Design Professional or a subcontractor providing design-build or design assist services, this Coverage is Required.			Per Claim: \$1,000,000	Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder, Owner and all other parties as required by Contract are Additional Insured on a Primary & non-Contributory basis which includes "your work". A Waiver of Subrogation in favor of Holder is provided on all policies scheduled above. A 30-day cancellation notice must be provided by endorsement.

NOTE: Additional Insured endorsement must include On-Going & Completed Operations coverage. Copies of all endorsements are required.

CERTIFICATE HOLDER Samet Corporation and all of its Affiliates and Joint Venture partners 309 Gallimore Dairy Road, Suite 102 Greensboro, NC 27409	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent Signature Required
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© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Insurance Agency Name and Address	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</div> INSURER A: Insurance Company's Name(s) NAIC #
INSURED Subcontractor's Name Address City, State, Zip NOTE: Must match the name on Subcontract/PO	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				Current Policy Date	Current Policy Date	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability						If you are a demolition, grading, remediation, abatement or similar subcontractor who has potential pollution exposure, OR if there is a project specific pollution requirement, this Coverage is Required. Per Claim: \$1,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 30-day cancellation notice must be provided by endorsement.

CERTIFICATE HOLDER

Samet Corporation and all of its Affiliates and Joint Venture partners.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agent Signature Required

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

POLICY NUMBER:

SAMPLE

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



309 Gallimore Dairy Rd., Suite 102
Greensboro, North Carolina 27409
(336) 544-2600 Phone

SUBCONTRACT WORK ORDER

(Valid for Subcontracts Less Than \$50,000)

THIS SUBCONTRACT AGREEMENT (hereinafter "Agreement") made and entered as of this date , by and between Samet Corporation (hereinafter "Contractor") and Subcontractor named below (hereinafter "Subcontractor"), pertains to the following:

Subcontract #	NC GC License: 3538
	SC GC License: G16448
Subcontract For:	VA GC License: 2705065547
	GA GC License: GCCO003331
With:	Rep Name:
Address:	Email:
Phone:	Fax:
Project #:	Project Name:
Project Manager:	Superintendent:
Contract Amount: \$0.00	

For consideration named, the receipt and sufficiency of which is hereby acknowledged, the Contractor and Subcontractor hereby covenant and agree that Subcontractor shall perform the Work as described below in "Scope of Services," all in accordance with this Agreement, the Contract Documents, Specifications and all Exhibits and Addenda hereto.

PAYMENT: Invoices for payment received on or before the 20th of each month will be processed for payment on the 25th of the following month. Payments will be processed from electronically submitted invoices. Email invoices to accts@sametcorp.com .

The Subcontractor agrees to provide the following scope of services:

Subcontract Addenda:

Addendum 1	N/A
Addendum 2	N/A
Addendum 3	N/A
Addendum 4	Affidavit of Capital Improvement

Subcontract Exhibits:

Exhibit A	Detailed Scope of Work
Exhibit B	List of Contract Documents
Exhibit C	Project Schedule
Exhibit D	D Exhibit
Exhibit E	E Exhibit
Exhibit F	F Exhibit
Exhibit G	G Exhibit
Exhibit H	H Exhibit
Exhibit I	I Exhibit
Exhibit J	J Exhibit



309 Gallimore Dairy Rd., Suite 102
Greensboro, North Carolina 27409
(336) 544-2600 Phone

Samet Corporation

By: SAMPLE - not for signature

By: SAMPLE - not for signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBCONTRACT WORK ORDER TERMS & CONDITIONS
The above items are incorporated by reference below

Contractor, and Subcontractor, agree for themselves, their successors and assigns as follows:

- 1. Work.** Subcontractor shall perform and furnish all labor, supervision, materials, equipment and all other things necessary to prosecute and complete the Work as outlined in the scope of services above. Work shall be performed by Subcontractor in a good and workmanlike manner strictly in accordance with the Contract Documents. With respect to the Work, to be bound to Contractor by the terms and conditions of the Contract Documents and this Subcontract Work Order and hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner.
- 2. Price.** Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work and all the duties, obligations and responsibilities of Subcontractor under this Subcontract Work Order, the sum set forth above as the Price which shall be deemed to include all costs of Subcontractor's performance of the Work.
- 3. Final Payment.** A final payment, consisting of the unpaid balance of the Price, shall be made within 30 days after the last of the following to occur; (a) completion of the Work by Subcontractor, (b) furnishing of evidence satisfactory to Contractor that there are no claims, obligations, liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work, (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (d) delivery of a general release, in a form satisfactory to Contractor, executed by Subcontractor running to and in favor of Contractor and Owner.
- 4. Time.** Time is of the essence. Therefore, Subcontractor shall begin the Work upon Contractor's order to do so, and perform the Work diligently and promptly and in such order and sequence as Contractor may direct to achieve the milestone dates and project coordination as directed in the project schedule.
- 5. Change Orders.** Contractor may from time to time, by written order ("Change Order") to Subcontractor, make changes in the Work to the same extent and in the same manner as may be required of Contractor by Owner under the Contract Documents; and Subcontractor shall thereupon perform the changed Work in accordance with the terms of the Subcontract Work Order. The price shall be adjusted by the net amount of any direct savings and direct costs, plus not to exceed 10% markup for Overhead and Profit, (unless otherwise indicated in the Contract Documents) attributable to the Change Order.
- 6. Insurance.** Subcontractor shall secure, pay for, and maintain insurance as enumerated below, and such insurance shall be from an insurer lawfully authorized to transact business in the state wherein the Project is located and A.M. Best "A" rated. The insurance must be issued by an insurer acceptable to the Contractor, and in such amounts as required by the Contract Documents. Subcontractor shall furnish such other insurance coverages as may be applicable to its Work and as required under this Agreement, all prior to commencing its Work. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled, allowed to expire, or not renewed nor restricted modifications added unless at least thirty (30) days prior written notice has been given to Contractor. Coverages shall be maintained without interruption from the date of commencement of Subcontractor's Work for a period no less than the Statue of Repose in the state the project is located. Certificates of insurance or copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of Subcontractor's Work. Attached to all certificates of insurance provided by Subcontractor shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability policy. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner or Contractor. In the event Subcontractor fails to obtain or maintain any insurance coverage required by this Agreement, or the Contract Documents, Contractor may at its option: (i) terminate the Subcontractor; or (ii) purchase such coverage and charge the expense thereof to the Subcontractor. A sample certificate, outlining Contractor's requirements is available by clicking **HERE**:

<http://sametcorp.com/prequalification-initial>

The coverage and limits of said insurance are as follows:

- (a) Workers' Compensation** (i) Statutory limits (ii) Employers Liability Limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease. Subcontractor shall provide workers' compensation insurance even if the Subcontractor does not have sufficient number of employees to require such insurance coverage under applicable state statutes.
- (b) Commercial General Liability ("CGL")** (i) Limit \$1,000,000 combined single limit for bodily injury and property damages; (ii) Aggregate Limit \$2,000,000 per project and location; (iii) CGL coverage shall be written on ISO Occurrence form CG00 01 10/04 or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract); (iv) Contractor,

Owner and all other parties required of Contractor by contract shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11/85 or both CG 20 10 10/01 and CG 20 37 10/01 or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured; (v) There shall be no endorsement or modification of the Subcontractor's CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors; and (vi) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for a period no less than the Statute of Repose in the state the project is located.

(c) Commercial Automobile Liability (i) Limit \$1,000,000 combined single limit for bodily injury and property damage, including owned, leased, non-owned and hired motor vehicles; and (ii) Endorsement naming Contractor as an additional insured.

(d) Subcontractor shall provide Performance and Payment Bonds, if required, each with a penal amount equal to 100% of the Subcontract Amount, on forms acceptable to the Contractor. The premium for these bonds shall be paid by Subcontractor and the cost thereof is included in the Subcontract Amount. All bonds issued pursuant to this Article shall be issued by a Surety acceptable to Contractor and lawfully authorized to transact business in the State of North Carolina and in the state wherein the Project is located.

(e) Subcontractor shall furnish to the Contractor all bonds required under this Agreement prior to the commencement of the Subcontractor's Work. Commencement of Work by the Subcontractor without having provided said Performance and Payment Bonds shall not be considered a waiver or release by the Contractor of the above requirement for bonds, and Subcontractor shall have proceeded with the Work at its own risk and shall not be entitled to payment hereunder until such bonds are delivered to the Contractor.

10. Indemnity. Subcontractor shall indemnify and hold harmless the Contractor and the Owner and all agents and employees of either of them from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Subcontractor's Work under this Agreement, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In any and all claims against the Contractor or any of his agents or employees by any employee of the Subcontractor, anyone directly or indirectly, employed by him or anyone for whose acts he may be liable, the indemnification obligations under these paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. Assignment. Subcontractor shall not assign or subcontract any part of the Work, without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any such assignment or subcontract.

12. Compliance. Subcontractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations, Environmental Policy and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, and respond to, and shall defend, indemnify and save harmless Contractor and Owner from and against any loss, liability or expense arising from, any such violations and any citations, assessments, fines or penalties resulting therefrom.

13. Safety. Subcontractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by Contractor and Owner. Subcontractor shall review and comply with Contractor's Site Safety & Incident Prevention Program, which is available by clicking **HERE**:

<http://sametcorp.com/safety-requirements>

In addition, Subcontractor shall review and comply with Contractor's Site Specific Safety Plan, as applicable.

14. Cleaning Up. The scope of Subcontractor's Work includes an obligation to completely clean all Work and remove all contributing debris from the Project site as often as necessary and as often as directed by Contractor. This Subcontractor shall be required to broom clean each work area prior to discontinuing work in that area. Further, Subcontractor shall be required to participate in the clean-up of any common areas in the building or site jointly used by

Subcontractor, the Contractor and other subcontractors. If Subcontractor fails, within twenty-four (24) hours of receipt of written notice to the Subcontractor's field supervisor, to correct a failure to properly clean-up and dispose of all trash and waste materials created by the Subcontractor, the Contractor shall have the right to terminate the Subcontract or at its option to perform such clean-up for Subcontractor; and the Subcontractor hereby agrees to indemnify and to pay Contractor all costs incurred by the Contractor in performing the clean-up work. Clean-up of the Work and the daily removal of debris from the areas of the work is mandatory. Each day, all trash and debris shall be removed from the Project. Fire exits, corridors, ladderways, doorways and exit paths in general shall be clear of debris and open to pedestrian and wheelchair traffic at all times, specifically including nights and weekends.

15. Guarantees. Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents, but in no event shall the period of such guarantee be less than one year from the time of acceptance of the Project by Owner.

16. Damage. Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a policy of builders' risk or fire insurance, Contractor shall not be liable or responsible for any loss or damage to the Work, and Subcontractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, servants, or employees hereunder.

17. Default. Should Subcontractor at any time: (a) fail to supply the labor, materials, equipment, supervision or other things required of it in sufficient quantities and of sufficient quality to perform the Work with the skill, conformity, promptness, and diligence required hereunder, (b) cause stoppage or delay of or interference with the Project work, (c) become insolvent, or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract Work Order, then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor notice of default and 48 hours within which to cure, have the right to remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder, and recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default.

18. Miscellaneous Requirements and Special Provisions:

a. Quality Assurance Plan. This Subcontractor shall comply with the requirements of the Quality Assurance Plan by Contractor. Compliance includes coordination with other trades, mandatory attendance at a Pre-Installation Conference, and performance of work in a manner that will meet or exceed contract document requirements and client expectations.

b. Assignment by Contractor. Contractor shall have the right to assign its rights and obligations under this agreement to any direct or indirect parent or subsidiary without the consent of the other party or parties to this agreement.

c. Use of Contractor's Equipment: Subcontractor, its agent, employees, subcontractors or suppliers shall not use Contractor's labor or equipment without the express permission of Contractor. By using any labor, equipment, tools, scaffolding, hoists, lifts or similar items (collectively "equipment") owned, leased, or under the control of Contractor, Subcontractor shall be deemed to have assumed all risks in connection therewith including the risk of defects in said equipment, and Article 9 hereof shall apply to any loss or damage which arises from such use. Subcontract shall reimburse the Contractor the reasonable value of any of the Contractor's equipment used by Subcontractor in performing its work.

d. Illegal Drugs and Alcohol: Any worker on a Contractor construction site who is suspected of using illegal drugs and/or alcohol will be removed from the construction site. His/her employer will be given the opportunity to administer a drug and/or alcohol test at their expense. If the test proves negative, that person will be allowed back on our site. The results will be submitted to Contractor's Safety Director. If the worker tests positive for illegal drugs and/or alcohol, he will be barred from Contractor construction sites. To continue working for Contractor, the employer must certify in writing that all his employees are drug and/or alcohol free. Failure to abide by this requirement will result in termination of subcontractor's subcontract and being removed from Contractor's bid list.



E 589CI

Affidavit of Capital Improvement

Form E 589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

Owner, Tenant, or Real Property Contractor

Samet Corporation
309 Gallimore Dairy Rd., Suite 102
Greensboro, North Carolina 27409

Real Property Contractor (General Contractor or Subcontractor)

Hired to perform capital improvement

Describe capital improvement to be performed:

Project Name:

Project Address (where the work is to be performed)

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section execute a blanket affidavit.)

C Real Property Contractor

Address

City

State Zip Code

D Real Property Contractor or Subcontractor

Hired to perform capital improvement

Address

City

State Zip Code

To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, is generally required to be issued (see exceptions below) to substantiate that a contract, or a portion of work performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Form E-589CI is not an affidavit of tax paid on building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI is not to be used to purchase building materials, other tangible personal property, or digital property purchased or used to fulfill a real property contract exempt from sales and use tax.
- A person that issues Form E-589CI in error is liable for use tax on the sales price of or the gross receipts derived from the transaction if it is determined that the contract is not a capital improvement to real property.

A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

Exceptions to the Requirement to Issue Form E-589CI

The following are exceptions for transactions where Form E-589CI is not required to be issued to substantiate that the transaction is taxed, as applicable, for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- Painting or wallpapering real property, or parts thereof.
- Landscaping service.

Form E-589CI is not required to be issued by the specific person for a transaction noted below. The exceptions do not apply to transactions between a general contractor hired to oversee the entire contract and one of its subcontractors (See "Blanket Use" of Form E-589CI (Section II) for possible exceptions.). The following exceptions do not apply to remodeling.

- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is for "new construction" as defined in N.C. Gen. Stat. § 105-164.4H(e)(2).
- A real property owner or other person hires a general contractor to oversee the entire contract and the contract is to rebuild or construct again a prior existing permanent building, structure, or fixture on land (reconstruction as defined in N.C. Gen. Stat. § 105-164.4H(e)(3)).
- A general contractor that purchases all tangible personal property and digital property to fulfill the real property contract and provides the employee labor to fulfill the real property contract.

Section I. Single Use Instructions

A person must complete "Section I - Single Use" of the form for a one time use to substantiate that a transaction that otherwise meets the definition of repair, maintenance, or installation services to real property is taxed for sales and use tax purposes as a real property contract with respect to a single capital improvement for real property. When a real property contractor hires a subcontractor to perform a portion of the overall contract and there is not a recurring business relationship between the two parties, "Section I - Single Use" of Form E-589CI shall be completed and the form issued to each subcontractor as notice that the transaction is subject to tax as a real property contract with respect to a capital improvement for sales and use tax purposes.

A property owner oversees the entire activity that is a real property contract with respect to a capital improvement for real property and hires various subcontractors to complete the real property contract:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- Property owner listed in Box A must describe real property contract with respect to capital improvement to be performed.
- Authorized Person (typically property owner) signs, enters title (owner), and enters the date.

A general contractor hires a subcontractor to perform a real property contract with respect to a capital improvement, or portion thereof:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A describes real property contract with respect to capital improvement to be performed.
- Authorized Person (typically general contractor) signs, enters title (general contractor), and enters the date.

A lessee or tenant hires a general contractor (or subcontractor) to perform a real property contract with respect to a capital improvement for real property; provided the capital improvement is intended to become a permanent installation and title to it vests in the owner or lessor of the real property immediately upon installation:

- **Box A - Owner, Tenant or Real Property Contractor:** Enter lessee or tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's or subcontractor's name and address.
- General contractor must describe capital improvement for real property to be performed.
- Authorized Person (typically lessee or tenant) signs, enters title, and enters the date.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to a real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real property, where the person and the real property contractor have a recurring business relationship. A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties) or until withdrawn or otherwise notified by the issuer of the form. The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling and the activities performed by the subcontractor(s) are never repair, maintenance, and installation services for real property; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts with respect to capital improvements for real properties.

A general contractor or subcontractor hires a subcontractor to perform a capital improvement, or portion thereof:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address. Authorized person listed in Box C signs, enters title, and dates.

TRADE PACKAGE GENERAL SCOPE REQUIREMENTS

I. INTRODUCTION

The PROJECT MANUAL was prepared to assist with the overall administrative functions of the Project. It provides information and examples of several aspects of Project correspondence that should be followed throughout the job; however, the following requirements are not intended to supersede any more strenuous requirements elsewhere in the Contract Documents.

Revisions to this Manual and additional information may be issued periodically and should be inserted in the applicable section(s).

The General Contractor (Construction Manager (CM)) suggests that you copy portions of the Manual and distribute the necessary pages within your organization (especially field personnel) to ensure that these procedures are followed. This should eliminate inconsistencies, allowing an efficient completion of the Project.

Unless noted otherwise herein, requirements applicable to ALL trade package scopes of work are defined within this Section. Further, these requirements herein shall become part of each trade package scope of work as if fully written out in each respective trade package scope of work.

Each Subcontractor/Vendor is required to furnish General Contractor, in writing, the name of all their Supervisory Personnel clearly identifying and listing their roles and responsibilities related to the project. An organization chart shall be included as part of this submittal.

Note: All correspondence and/or communication must be directed through General Contractor. All construction directives must come through General Contractor. DO NOT contact the Owner or Architect directly without the consent of General Contractor.

“General Contractor” or “Contractor” specified in Contract Document trade specific Technical Specification sections refers to this Subcontractor for all work pertaining to the scope described herein unless otherwise noted.

II. DEFINITIONS

Outlined below are specific terms, which are used throughout the Contract Documents. These terms are described below to clarify the particular “term” as it is used in context throughout the Contract Documents.

<u>#</u>	<u>Term:</u>	<u>Definition:</u>
1.	“Owner”	Wake Technical Community College 4723 Advantage way Raleigh, NC 27603
2.	“Designer, Architect of Record, Architect/Engineer”	HH Architecture 1100 Dresser Court Raleigh, NC 27609

3.	"General Contractor or Construction Manager"	Samet Corporation (SAMET) 5430 Wade Park Blvd, Suite 110 Raleigh, NC 27607
4.	"Contractor"	All areas within the Contract Documents (except where implied differently when referring to an entity under contract with the General Contractor (e.g., references in a technical specification)) where this term is used shall mean "General Contractor" and not Contractor.
5.	"Subcontractor"	An entity who contracts directly with the General Contractor through execution of the <i>Standard form of Agreement between Contractor and Subcontractor</i> included within the Contract Documents to furnish and install specific goods and services as defined within a specific Trade Package Scope of Work.
6.	"Sub-Subcontractor"	An entity who contracts directly with the Subcontractor to furnish and install specific goods and services as defined within a specific Trade Package Scope of Work.
7.	"Supplier"	An entity who contracts directly with the General Contractor through execution of the standard <i>Purchase Order Agreement</i> included within the Contract Documents to furnish specific goods and services as defined within a specific Trade Package Scope of Work.
8.	"Provide"	This term shall mean to furnish and install a particular item(s) as necessary to accomplish a complete, finished and properly operating installation.
9.	"Furnish"	This term shall mean to furnish including taxes and delivery of a particular item(s) as necessary to facilitate a complete and finished installation by others or as defined within the Trade Package Scope of Work.
10.	"Install"	This term shall mean to install a particular item(s) as necessary to facilitate a complete and finished installation through materials, equipment or the like furnished by others or as defined within the Trade package Scope of Work.
11.	"PROJECT MANUAL"	The PROJECT MANUAL shall consist of all technical specifications, sample forms, sample agreements, trade package scopes of work, general requirements, proposal forms and procedures, etc. as prepared by the Designer, General Contractor and/or Owner for use in bidding and constructing

	the project.
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III. CONTRACT DOCUMENTS

- 3.0. As applicable and defined within the respective Trade Package Scope of Work, furnish all labor, materials, tools, taxes, insurances, equipment, hoisting, supervision and all other incidentals necessary to accomplish all Work in accordance with ALL Contract Documents, which consist of the following:
1. All Addenda or Bid Clarifications issued prior to Bid Date.
 2. Drawings and/or supplemental sketches prepared by Designer.
 3. Technical Specifications located within the PROJECT MANUAL and/or as amended by Addendum as prepared by the Designer and General Contractor.
 4. Form of Agreement (Subcontractor Agreement or Purchase Order Agreement) between Samet Corporation and Subcontractor or Supplier contained within the PROJECT MANUAL, – Contract Documents.
 5. All Division 1 – General Requirement Specifications located within the PROJECT MANUAL and/or as amended by Addendum as prepared by the Designer and General Contractor.
 6. Form of Agreement between the Owner and General Contractor containing the General Conditions for the Contract of Construction as contained within the PROJECT MANUAL, – Contract Documents.
 7. Project Construction Schedule as prepared by the General Contractor contained within the SCOPE AND INFORMATION MANUALS – Contract Documents.
 8. Safety Procedures and Requirements contained within the PROJECT MANUAL, – Contract Documents.
- 3.1. All Contract Documents shall be at each Subcontractor's expense.
- 3.2. Modifications are prohibited to the Standard Form of Agreement between the Contractor and Subcontractor. Successful Bidders will be required to execute the agreement without exception.

IV. APPLICATIONS FOR PAYMENT

- 4.0. Application for Payment Format – Applications for Payment must be submitted by the Subcontractor/Supplier Standard Application & Certification for Payment Forms furnished by the General Contractor. No exceptions will be allowed. Reference the Subcontractor/Supplier Standard Application & Certification for Payment Forms which are included within the PROJECT MANUAL for further information.

- 4.1. The Schedule of Values shall be approved by the General Contractor prior to the Subcontractor or Supplier submitting its first application for payment. The schedules of values must be submitted to the General Contractor for approval at least thirty (30) days before the Subcontractor or Vendor apply for payment.
- 4.2. The Subcontractor shall modify its Schedule of Values as directed by the General Contractor in order to provide sufficient breakdown of cost, reflect changes within the Subcontract Sum due to Change Orders and/or other modifications of the Subcontract Agreement.
- 4.3. All MWBE sub-Subcontractors and Suppliers shall be listed separately on the Trade Subcontractor or Supplier's Schedule of Values in order to easily track payments to these companies. Additionally, each Trade Subcontractor shall submit a completed "Appendix E – MBE Documentation for Contract Payments" Form with each of its Applications for Payment.
- 4.4. Materials stored on site may be submitted for payment provided the following conditions are adhered to by the Subcontractor:
 1. Material is on site and properly stored and protected.
 2. Submittals for materials have been forwarded to the General Contractor and Designer for review and the Designer has provided an acceptable review.
 3. Field receiving reports (material delivery tickets) are provided with the Applications for Payment. The description and quantities of the subject material being invoiced shall be depicted on the subject field receiving report in order to comply with this requirement.
 4. The material on site is the same material submitted and reviewed by the General Contractor and Designer.
 5. Stored materials must be specific to the project. Items such as conduit, wire, pipe, etc. will not be paid for as stored material without prior approval of the Owner, General Contractor and the Designers.
- 4.5. Material stored off site may be submitted for payment provided the following conditions are adhered to by the Subcontractor:
 1. The General Contractor must receive approval from the Designer and Owner on behalf of a Subcontractor prior to approving payment.
 2. Material is in a bonded warehouse and properly stored and protected.
 3. Submittals for materials have been forwarded to the General Contractor and Designer for review and the Designer has provided an acceptable review.

4. Field receiving reports (material delivery tickets) are provided with the Applications for Payment. The description and quantities of the subject material being invoiced shall be depicted on the subject field receiving report in order to comply with this requirement.
 5. The stored material is the same material submitted and reviewed by the General Contractor and Designer.
 6. Material shall be fully insured by the Subcontractor to include full replacement thereof due to theft, fire, natural disaster, or any other cause under or outside the control of the Subcontractor. Subcontractor's insurance company via a certificate of insurance or letter as deemed acceptable to the Owner and/or General Contractor shall confirm that this separate coverage is intact prior to considering processing payment to Subcontractor. Offsite materials shall be stored in a bonded warehouse acceptable to the General Contractor and Owner in order to be considered for payment.
 7. Bill of Sale for all stored materials are provided with the Applications for Payment.
 8. Stored materials must be specific to the project. Items such as conduit, wire, pipe, etc. will not be paid for as stored material without prior approval of the Owner, General Contractor and the Designers.
 9. The stored materials must be clearly marked for this project only at the stored location and stored separately from other materials, such that this material can be clearly delineated in provided photos satisfactory to the Owner, Designer and General Contractor. The Owner, Designer or General Contractor also require inspection of said materials, so this subcontractor or vendor shall fully cooperate to accomplish this inspection.
- 4.6. Retainage - The General Contractor shall pay ninety-five percent (95%) of the amount due to the Subcontractor which is an equivalent to five percent (5%) retainage. Upon fifty percent (50%) completion of the overall project and the Subcontractor's Scope of Work and if the project is proceeding satisfactorily as determined by the General Contractor, Designer and Owner and if approved by the Owner, no further retainage will be withheld from the Subcontractor. The retainage withheld (totaling two and one-half percent (2.5%) retainage at final completion) after the Subcontractor achieving the fifty percent (50%) completion stage of its Work shall be held until final completion is achieved. If the project is not proceeding satisfactorily on or after the Subcontractor achieves the fifty percent (50%) completion stage as determined by the General Contractor and Designer and Owner, retainage shall remain or be readjusted to five percent (5%). Additionally, retainage will not be withheld on materials purchased by the General Contractor through a Purchase Order Agreement.
- 4.7. Quick Payment Program – In order to promote a good faith effort to recruit Historically Underutilized Businesses, Minority Business Enterprises and/or Non-Minority Business

Enterprises, the General Contractor will consider implementing a quick payment program for this project. This quick payment program / process must be approved and facilitated by the Owner through early payments to the General Contractor. In all cases, each Subcontractor who wants to be considered for inclusion in this program shall provide a written request to the General Contractor on or before thirty (30) days prior to submission of its first Application for Payment. The General Contractor will also consider reviewing a Subcontractor's request if submitted to the General Contractor with its Subcontractor / Supplier Pre-qualification Application. Following receipt and review of the aforementioned written request, the General Contractor will advise the Subcontractor of its decision of what it can and cannot do in order to assist the Subcontractor with expediting its payments.

- 4.8. At a minimum, the Subcontractor's written request for enrollment into the General Contractor's Quick Payment Program shall include the following for review and consideration by both the General Contractor and Owner. Please note that only Subcontractors who may benefit from this program will be considered for inclusion. The General Contractor's decision on this matter will be final.
1. Provide a specific reason(s) as to why your company needs to receive payment on an alternative payment schedule (e.g., every two weeks, etc.) in lieu of the payment terms defined herein.
 2. The aforementioned reason(s) shall be accompanied with an explanation and documentation in order to substantiate as to why this is necessary in order for the applying firm to meet its financial obligations.
 3. Documentation which must be provided to the General Contractor shall include, but not be limited to the following:
 - i. A comprehensive project list must be provided to include all projects currently under contract between an Owner(s) or other Contractor(s) and the applying Subcontractor.
 - ii. Comprehensive project list shall include each project's completion status, contract amount between applying firm and Owner or other Contractor and amount of each contract currently paid to date.
 - iii. Copies of recent bank statements (last six (6) months) illustrating the applying Subcontractor's cash on hand and its recent payment history.
 4. Provide a proposed payment schedule and frequency thereof for review and consideration.
 5. Define any other reasons for consideration for enrollment into the General Contractor's Quick Payment Program.

- 4.9. "Quick Payment Agreement" form to be used as part of this Quick Payment Program is included in Section 01600 - Forms of this Project Manual.
- 4.10. Joint Check Agreement – If deemed in the best interest of the Project, as determined by the General Contractor, the General Contractor may require the Trade Subcontractor to pay its Sub-subcontractor or Supplier via Joint Check. If required, the following procedure must be undertaken to complete the joint check process.
 1. This Subcontractor shall provide the General Contractor with a comprehensive list of all material / equipment Suppliers and/or Sub-Subcontractors with whom the Trade Subcontractor intends on or will be purchasing materials / equipment and/or sub-subcontracting certain aspects of the Work for this project.
 2. On behalf of the Trade Subcontractor, each of the proposed material / equipment suppliers or sub-subcontractors who are contracted by the Trade Subcontractor shall be paid by the General Contractor via a joint check naming both the Trade Subcontractor and material/equipment supplier or sub-subcontractor as a payee on the applicable check.
 3. A joint check agreement shall be executed between the Trade Subcontractor and General Contractor in accordance with the General Contractor's standard Joint Check Procedure defined herein. There needs to be a Joint Check Agreement for each of the Trade Subcontractor's suppliers or Sub-subcontractors. Both signatures need to be notarized on each of the agreements.
 4. The Trade Subcontractor shall also have its Material/Equipment Supplier or Sub-subcontractor shall submit and notarize a "Partial Waiver of Liens" form with each application of payment in order for the General Contractor's accounting department to determine the exact amount of each applicable joint check to be issued for the Trade Subcontract.

The following steps need to be completed every month before payment can be released by the General Contractor:

5. The Trade Subcontractor needs to supply the General Contractor with all invoices due to their sub-Subcontractors or Suppliers for that month.
6. A partial lien waiver needs to be completed for the correct amount scheduled to be paid to each sub-Subcontractor or Supplier that month.
7. Each Supplier and Subcontractor need to sign the partial lien waiver and both signatures are to be notarized.
8. Checks will be issued jointly to the Sub-subcontractor or Supplier and Trade Subcontractor. The Trade Subcontractor will need to execute and endorse the back of the check. In turn, the check will then be given to the Sub-subcontractor or Supplier by the General Contractor.

9. Reference the General Contractor's Joint Check Agreement Form included in Section 01600 of this Project Manual for further information.
- 4.11. Early Release of Final Payment – Contingent upon receipt of approval from the Owner, a particular Subcontract may be closed out financially upon the completion of the applicable Subcontractor's Scope of Work. In any event, prior to a Subcontract being closed out financially, the General Contractor and/or Designer must complete a Final Inspection of the Subcontractor's work, all punch list items, if applicable, must be completed in their entirety by the applicable Subcontractor and all required close out documentation shall be received and approved by the General Contractor, Designer and/or Owner. Additionally, if the Subcontractor's work is closed out financially prior to the achieving the substantial completion date of the project, all warranties and guarantees shall be post dated to the Substantial Completion date of the project. Upon completion of the aforementioned, and only contingent upon the Owner's concurrence, the applicable Subcontract will be considered complete and will be closed out accordingly.
- 4.12. Reference other Specification Sections contained within the PROJECT MANUAL as prepared by the General Contractor or Designer for other requirements pertaining to this section.

V. CHANGE ORDER PROCEDURE

- 5.0. Change Order Work
 - a. Definition: Any work that changes the scope of the Subcontractor's/Supplier's agreement whether directed by the Owner, Architect, or General Contractor.
 - b. Instructions for change order Work of any type must be in writing and include a General Contractor Proposed Change Order Number (PCO Number).
 - c. Extra Work performed without prior written instruction AND including a General Contractor's PCO Number will be at the Subcontractor's/Supplier's expense.
 - d. It is the Subcontractor's responsibility to ensure that the field supervisors are familiar with the extent and scope of Subcontractor's Work so that the Work is not delayed due to disagreements regarding contractual responsibilities.
 - e. **All Field Work Tickets are to be signed daily by the General Contractor's authorized representative.** Signing of this Field Work Ticket only constitutes Subcontractor has performed the work in question, **not** approval that Subcontractor will receive compensation. Each Field Work Ticket must have a **detailed** description of the work performed, itemized materials list, equipment utilized, and man-hours hours spent. Subcontractor shall forward to the General Contractor within one (1) week of such occurrence a Request for Change Order in the format defined herein. Failure to provide **all** information may result in rejection of claim.
- 5.1. Changes in Scope of Work

- a. General Contractor will review all changes initiated by the Owner or Architect, assign a General Contractor PCO Number, and forward the information to applicable Subcontractors/ Supplier's with instructions.
 - b. It is imperative that the Subcontractor/Supplier's reply with a response in writing for the proposed change Work within five (5) business days of receipt of the General Contractor's **Proposed Change Order (PCO)** Letter. All proposals must include itemized breakdowns including the following:
 - i. Material
 - ii. Equipment rental
 - iii. Labor
 - iv. Taxes
 - v. Overhead and profit
 - vi. Bond/insurance, if applicable
 - c. If at the time Subcontractor submits his quotation (Change Proposal) he does not specify that a time extension is required, he will be required to complete the work required by the change as indicated by the most current Project Schedule.
Each change proposal shall reference only one General Contractor PCO Number. Change proposals that do not have the proper General Contractor PCO Number listed and/or a complete breakdown will be returned to the Subcontractor and may result in rejection of claim.
 - d. The pre-assigned Proposed Change Order Number shall be referenced on all correspondence relating to CHANGES and PROPOSED CHANGES once a number has been assigned.
When a Subcontractor/ Supplier submits a change proposal for a change under a particular referenced Proposed Change Order Number, it will be assumed to cover all Work required by that change unless indicated otherwise. It is the Subcontractor's/Supplier's responsibility to investigate the total scope of the change and notify General Contractor at the time the change proposal is submitted, of any exclusions and/or qualifications that would affect Subcontractor's/Supplier's quote.
 - e. If a change order(s) significantly increases the Subcontract value (in excess of 15% of the original subcontract amount), Subcontractor must provide a rider from its surety company increasing the Performance and Payment Bond amounts.
 - f. When Owner, Designer and General Contractor have approved Subcontractor change in scope, a Subcontractor Change Order will be issued.
- 5.2. Time and Material Change in Scope of Work (T&M) - If Subcontractor is instructed to perform Work on a "time and material" basis, the cost of the Work is to be documented as follows:
- a. Prior to proceeding with any time and material Work, Subcontractor must obtain a **Field Work Ticket (Copy included in Section 01600 of this Project Manual)** form, along with a General Contractor PCO Number from the General Contractor's Project Manager responsible for that Project.
 - b. The **Field Work Ticket (included in Project Manual)** form must be completed in its entirety and **signed daily by the General Contractor's Superintendent or Project Manager.**

- c. Time and material tickets are to be signed on a daily basis by General Contractor's authorized representative and attached as documentation to the **Field Work Ticket** form. One (1) copy of the signed ticket is to be given to General Contractor's authorized representative prior to leaving the site at the end of each day. Information on the daily tickets is to include:
 - i. Date
 - ii. Subcontractor
 - iii. Complete description of the Work, including type, location, extent, quantities, etc.
 - iv. Manpower involved, broken down by trade and number of hours worked by each
 - v. Material used
 - vi. Equipment used
 - vii. Include General Contractor reference number
 - viii. Estimated cost to complete the Work
 - d. **Extra Work Authorization** directives issued by the General Contractor are **valid for a Thirty (30) Calendar Day period**. If work extends beyond (30) calendar days, the subcontractor performing the work is responsible for obtaining a new **Extra Work Authorization** from the General Contractor. Failure to obtain a new **Extra Work Order** will result in rejection of payment for the work.
 - e. Failure to fully comply with the above requirements will result in rejection of claim.
- 5.3. Billing of Changes - All Subcontractor Pay Applications for base contract Work and change order Work (including change in Scope of Work, time and material Work, etc.) will be paid as progress billings ONLY. There will be no payments for change order work of any type without a signed General Contractor Change Order.
- a. Change in Scope of Work - Upon receipt of a contract/change order from the Designer or Owner; General Contractor will issue a Subcontract Change Order.
 - b. Change in Scope of Work **not** involving the Owner or Designer - Upon General Contractor's review and approval of Subcontractor's quotation, General Contractor will issue a Subcontract Change Order.
- 5.4. Overhead and Profit Mark-up –
- a. Subcontractor agrees to be bound to the provisions of the Contract Documents between the Owner and the General Contractor, with regards to percentage markups for changes and in no case shall the applicable percentage for overhead and profit for all tiers of Subcontractors exceed the amount shown on the Subcontract.
 - b. Supervision costs included in the original Subcontractor's Agreement cannot be included in any change order pricing unless additional supervision is required to execute change.
 - c. Overhead and fee will not be allowed on premium time.

- 5.5. In order to facilitate checking of quotations for extras or credits, all change requests from Subcontractors or Suppliers, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and sub-Subcontractors. Labor and materials shall be itemized in the manner prescribed below. When major cost items as provided through sub-subcontracts are applicable to the particular change request, the same itemization shall be required of the sub-Subcontractor. In no case will a change involving over \$500.00 be approved without such itemization.
- 5.6. All change requests shall be submitted directly to the General Contractor for review and approval and when applicable, subsequent submission to the Designer and Owner for their review and approval.
- 5.7. Submit one (1) original cost proposal along with all appropriate supporting documentation, including at least invoice(s) for any materials, cost proposal for any sub-subcontract work, invoice(s) for equipment rental, etc.
- 5.8. The Subcontractor's Change Order Request shall include an allowance for overhead and profit in accordance with the schedule as follows:
- 15% on net additional cost for work performed by Subcontractor's own forces or for work performed by others under sub-subcontract to the Subcontractor.
 - No markups will be allowed below a sub-subcontractor level.
 - For all change orders (additive or deductive) to the subcontract sum, the change order shall include the net cost plus ten (15%) overhead and profit.
 - Reference General Conditions, Article 7 for specific percentage adjustments applicable to Changes associated with a Subcontractor or Suppliers work.
- 5.9. Change requests that result in an added cost of more than \$500.00 shall be accompanied with an itemized cost breakdown of all material, labor, equipment, sub-subcontract work and bonds (if applicable) similar to the following format.

Change Request Cost Breakdown

Materials

xxx units @ \$xxx/unit	\$xxx.xx
sales tax	<u>\$xx.xx</u>
Total Material:	\$xxx.xx

Labor

tradesman xxhrs @ \$xx.xx/hr	\$xxx.xx
payroll tax & insurance @ xx%	<u>\$xxx.xx</u>
Total Labor:	\$xxx.xx

Rental Equipment

Equipment xxday @ \$xx.xx/day \$xxx.xx

Total Rental Equipment: \$xxx.xx

Sub-subcontract (see attached separate material and labor breakdown)

Total Sub-subcontract: \$xxx.xx

Change Request Cost Summary

Self-Performed Work

Total material \$xxx.xx

Total labor \$xxx.xx

Total rental equipment \$xxx.xx

Subtotal \$xxx.xx

Overhead / profit @ 15% \$xxx.xx

Subtotal Self Performed Work: \$xxx.xx

Sub-subcontract Work

Total sub-subcontract \$xxx.xx

Overhead / profit @ 8% \$xxx.xx

Subtotal Sub-subcontract Work: \$xxx.xx

Total Self Performed and
Sub-subcontract Work: \$xxx.xx

Bond Premium (if applicable) \$xxx.xx

Total Change Request Amount: \$xxx.xx

- 5.10. Labor rates and labor burden must be substantiated through a detailed cost breakdown acceptable to the General Contractor.
- 5.11. Upon request from the General Contractor for a specific change order proposal, the Subcontractor shall submit a change request proposal in accordance with the previously described format by no later than five (5) calendar days upon receipt of the request.
- 5.12. Should the Subcontractor discover a discrepancy among the Contract Documents or a concealed condition or other cause for initiating a change in the Subcontract Sum or Time of Completion, the Subcontractor shall notify the General Contractor immediately, but no later than seven (7) calendar days or sooner if required by other pertinent provisions of the Contract Documents. Failure to notify the General Contractor within the

aforementioned established timeframe may result in a “No Cost” Change Order to the Subcontractor.

- 5.13. Should the Owner and/or Designer approve a change in the Work or a change in the Contract Time of Completion, the General Contractor shall issue a Change Order or a Notice to Proceed in the Change of the Work to the Subcontractor or Supplier for an agreed upon dollar value.
- 5.14. Cost Increase Policy – Subcontractor has assumed the risk of cost increases and the effects of shortages or lack of availability of materials, energy, goods, and labor, and neither the price nor schedule for performance and completion of the Work shall be subject to adjustments should any of these risks arise.
- 5.15. Upon request, Subcontractor shall assist the General Contractor in preparing Time and Material / Unit Price Estimates before the Extra Work commences.

VI. SUBMITTALS

- 6.0. Timing of Submittals - Upon receipt of a Notice to Proceed, Subcontract Agreement or Purchase Order Agreement from the General Contractor, all submittals supporting critical path activities shall be transmitted to the General Contractor for review and subsequent forwarding to the Designer for review within thirty (30) calendar days, unless reflected otherwise within the Project Construction Schedule.

All submittals must be submitted to the General Contractor within thirty (30) calendar days from receipt of a Notice to Proceed, Subcontract Agreement or Purchase Order Agreement from the General Contractor. Only with prior approval from the General Contractor, at the latest any submittal shall be submitted to the General Contractor is sixty (60) calendar days from receipt of a Notice to Proceed, Subcontract Agreement or Purchase Order Agreement from the General Contractor. Subcontractor Monthly Pay Applications shall include a separate line item for submittals acceptable to the Owner, Designers and General Contractor. Subcontractor Pay Applications will not be processed for payment until all submittals have been submitted to the General Contractor for review and approval.

- 6.1. Prior to the Subcontractor preparing the submittals, the General Contractor shall advise the Subcontractor or Supplier of the required number of submittals including shop drawings, product data or color samples to be transmitted to the General Contractor for review. At a minimum, the Subcontractor shall assume a minimum of seven (7) copies. All submittals shall also be provided in a PDF electronic format organized by specified sections, paragraphs and subparagraphs numerical system.
- 6.2. It shall be the Subcontractor or Supplier’s responsibility to forward all submittals far enough in advance to provide sufficient time required for reviews, for securing necessary approvals, including possible revisions and re-submittals, and for placing orders and securing delivery to enable installation of material or equipment to meet the Project Construction Schedule.

- 6.3. No extension of Subcontract Time will be authorized because of the Subcontractor or Supplier's failure to transmit submittals to the General Contractor sufficiently in advance of the Work to permit processing.
- 6.4. Each Subcontractor shall allow at least fourteen (14) calendar days for review of submittals by the General Contractor and an additional twenty (20) calendar days for review by the Designer following receipt of the submittal. Each Subcontractor is responsible for timely submission of submittals. Submittals shall be transmitted enough in advance of the work to permit processing including resubmittals. All costs for schedule delays or expediting costs associated with deliveries and work for late submission is the responsibility of the submitting Subcontractor.
- 6.5. Coordinate transmittal of different types of submittals for related elements of the Work such that processing will not be delayed by the need to review submittals concurrently for coordination. The General Contractor and/or Designer reserve the right to withhold action on any particular submittal requiring coordination with other submittals until all related submittals are received.
- 6.6. If required by the General Contractor, the Subcontractor or Supplier shall provide to the General Contractor six (6) sets of "Field Use Drawings" (i.e., rebar, structural steel, bar joist, trusses, food service equipment layout, etc.) for distribution to other Subcontractors for coordination purposes. "Field Use Drawings" shall incorporate all Designer approved and/or directed revisions and include the words "Field Use Drawings" stamped on each sheet.
- 6.7. Prior to each submittal, the Subcontractor or Supplier shall carefully review and coordinate all aspects of each item being submitted.
- 6.8. The Subcontractor or Supplier shall verify that each item and the submittal for it, conforms in all aspects with the specified requirements.
- 6.9. All shop drawings submitted shall be marked with the name of the project and associated building, numbered consecutively and bear **the signed and dated stamp of the approval of that Subcontractor or Supplier** as evidence that the drawings have been checked by the Subcontractor or Supplier. Any drawings submitted without this stamp of approval shall not be reviewed and shall be returned to the Subcontractor or Supplier for resubmission. In lieu of a review stamp, the Subcontractor or Supplier may provide **a letter with each submittal certifying the contents of the submittal have been reviewed by the Subcontractor or Supplier and that the same has been reviewed for compliance with the Contract Documents.** If the shop drawings indicate variations from the requirements of the Contract Documents because of standard shop practices or other reasons, the Subcontractor or Supplier shall make specific notation of such variations in its letter of transmittal and on the drawings in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise, that Subcontractor or Supplier shall not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such shop drawings have been reviewed.

- 6.10. Reference other Specification Sections including but not limited to submittals, as-built and record documents contained within the PROJECT MANUAL as prepared by the General Contractor or Designer for other requirements pertaining to this section.

VII. SUBMITTAL OF SUBSTITUTIONS

- 7.0. The Trade Subcontractor or Supplier's Base Bid shall be in strict accordance with the Contract Documents.
- 7.1. The Trade Subcontractor has the option of requesting substitutions during the bid period by submitting a completed Substitution Request Form to the General Contractor.
- 7.2. The Substitution Request Form shall be submitted a minimum of ten (10) calendar days prior to the Bid Date. Requests received by the General Contractor within ten (10) calendar days prior to Bid Date shall be included within an addendum, if acceptable to the General Contractor, Designer and/or Owner.
- 7.3. Reference the "Substitution Request Form" which is included in Section 01600 - Forms in this Project Manual or in not there, reference the Designer's Technical Specifications of their Project Manual.
- 7.4. Subcontractors submitting substitution request shall be responsible for coordination and all costs of other work required and/or necessitated by the substitution.

VIII. COORDINATION WITH OTHER TRADE SUBCONTRACTORS

- 8.0. Each Trade Subcontractor or Supplier shall coordinate its work with the work of the other Trade Subcontractors or Suppliers in such a manner as the General Contractor may direct.
- 8.1. Subcontractor understands and agrees that the Work performed under this agreement is intended to be a complete Scope of Work and shall perform such Work as may be reasonably inferred from the Contract Documents or required to complete the Work.
- 8.2. All RFI – Request for Information (questions, confirmation and clarifications of the contract documents) are required to be made using the General Contractor's Procore Project Management System. Subcontractor shall obtain permission rights and password from the General Contractor.
- 8.3. If a Trade Subcontractor notifies the General Contractor in writing that a second Trade Subcontractor on the project is failing to coordinate its work with the work under the first Trade Subcontractor's Subcontract, the General Contractor will promptly investigate the matter and, if the allegation is determined to be justified, shall issue such directions to the second Subcontractor as are appropriate or as deemed necessary to resolve the issue. However, the General Contractor shall not be liable for any costs incurred by the Subcontractor by reason of the second Subcontractor's failure to coordinate or his failure to comply with directives of the General Contractor. Additionally, it shall be understood

and agreed to by all Trade Subcontractors that the General Contractor does not guarantee that other Trade Subcontractors will not breach their obligations to coordinate their work with that of the Trade Subcontractor.

- 8.4. Various Trade Subcontractors and their respective Sub-subcontractors are required to work the days required when coordination between the Trade Subcontractors is required, even if the additional days worked are not considered a scheduled or normal workday. Trade Subcontractors can achieve this coordination by alternating workdays and/or shifts in a manner so as not to incur overtime or additional cost to the Trade Subcontractor. Instances which may require coordination, include but are not limited to, the following items:
- A. Blockout sizing, locating and installing within:
 - 1. Footings
 - 2. Slabs on grade
 - 3. Elevated Slabs
 - 4. Masonry
 - 5. Roof Decks
 - B. Installation of material within concrete, masonry, metal stud framing, drywall, acoustical ceiling grid, etc.:
 - 1. Anchor Bolts
 - 2. Embeds
 - 3. Anchorage's and/or backing
 - 4. Structural Steel Framing
 - 5. Building Insulation
 - 6. Electrical
 - 7. Plumbing
 - 8. HVAC
 - 9. Fire Protection
 - 10. Fire Safing
 - 11. Spray-on Fireproofing
- 8.5. Failure on the Trade Subcontractor's part not to coordinate and provide sufficient manpower to maintain the Project Construction Schedule shall be at no fault of the other Trade Subcontractors and their Sub-subcontractors. Any demolition and rework required to install work which should have been located and/or installed during the construction and/or erection of other work shall be back charged to the negligent Trade Subcontractor(s) and deducted from its Subcontract Amount.
- 8.6. Fireproofing - All items that are attached to the structural steel and/or metal deck must be in place before the fireproofing is installed. Should this Subcontractor damage or disturb the fireproofing this Subcontractor will be charged for patching and repair costs.
- 8.7. Backing and Blocking -
- a. The Drywall, Framing and Insulation Subcontractor shall provide all backing, blocking, and/or concealed framing required within their work and shall install

same in a timely manner so as not to delay the Work of other trades. Fire-treated wood shall be used as required.

- b. The Drywall, Framing and Insulation Subcontractor shall provide all in-wall blocking (and include double studs) as necessary to be attached to framing for support. The Drywall, Framing and Insulation, Subcontractor shall include all wood blocking attached to studs for systems installed by Others. Each Subcontractor requiring the blocking shall coordinate location and confirm/verify layout/installation of all blocking requirements with the installing subcontractor. All wood blocking and plywood to be fire rated as required. This includes plywood backing at all electrical panels, control panels, etc.
 - c. In-wall blocking support for all "Owner Furnished Contractor Installed", "Owner Furnished Owner Installed," and "Vendor Furnished Contractor Installed" equipment shall be furnished and installed by the Drywall, Framing and Insulation Subcontractor. Work provided by the Drywall, Framing and Insulation Subcontractor shall include, but not be limited to, wood, metal backing, framed openings, etc. sufficient to support the equipment while in static or operating position.
 - d. All Roof blocking including but not limited to nailers, cants, plywood at parapets, blocking at parapets, blocking at eaves, rakes and freeze boards, expansion joints, roof openings, etc. shall be by the Roofing Subcontractor(s).
 - e. Provide all materials as required (misc. iron, brackets, pipe, hangers, rods, inserts, etc.) to support, hang, secure, mount, and brace all equipment and materials encompassed by the terms of the Subcontract.
 - f. Provide all welding, bolting, fasteners, anchors, anchorage devices, and devices of similar distinction as required for the performance of the Work in the Subcontract.
- 8.8. Dewatering - Dewatering operations as needed to facilitate and continue work are included within each applicable Subcontract. Provide sump pits or other suitable means as required for dewatering.
- 8.9. Equipment Coordination - All Work associated with Owner or Vendor Furnished Equipment shall be coordinated with the manufacturer's requirements, product data/cut sheets, Owner requirements, and other trades Work.

IX. PRECEDING WORK / EXISTING CONDITIONS

- 9.0. All Trade Subcontractors and Suppliers shall be responsible for inspecting all job conditions affecting the installation of an item being furnished and/or installed as part of their respective Work. Additionally, all Trade Subcontractors and Suppliers shall take field measurements required prior to fabrication of an item to ensure that the item concerned will integrate properly with all adjacent materials and fit all other conditions as they exist or will exist in the finished construction.
- 9.1. All Work in connection with installation of an item(s) being furnished and/or installed as part of a Trade Package Scope of Work shall be coordinated with all other affected work and trades.

- 9.2. Each Subcontractor is responsible for inspecting the work that precedes its work and reporting any deficiencies which will affect its work to the General Contractor prior to commencing with the new work. Once the new work has been installed over preceding work, the General Contractor shall consider this action as the Subcontractor installing the new work as acceptance of all preceding work.

X. LIQUIDATED DAMAGES / SCHEDULE RECOVERY PLAN

- 10.0. Reference the CM – Owner Agreement for a detailed outline of the liquidated damages applicable to this project. Each Trade Subcontractor is responsible for liquidated damages if enacted by the Owner based on the portion thereof contributed by the Trade Subcontractor due to non-performance of its agreement between the General Contractor and Subcontractor.
- 10.1. Further requirements of this section are defined below.
- 10.2. The Dates for Substantial Completion and Final Acceptance / Completion are designated on the Project Construction Schedule.
- 10.3. As time is of the essence, all efforts shall be taken by all Trade Subcontractor's or Supplier's to ensure that the durations and dates within the Project Construction Schedule are maintained and are met by all project participants.
- 10.4. If enacted by the Owner due to the project failing to meet its scheduled dates plus time extensions granted by the Owner, liquidated damages will be assessed to the Trade Subcontractor(s) who is determined to be the cause of the delay. This determination will be made by the General Contractor by completing a detailed analysis of the "Critical Path" contained within the Project Construction Schedule. Once the schedule activity(s) is determined and the responsibility thereof assigned, the Trade Subcontractor initially causing the delay will be obligated to pay / reimburse the liquidated damages to the General Contractor to be paid to the Owner. If it is determined that the responsibility of the delay is a result of more than one Trade Subcontractor's inability to maintain the durations and dates on Project Construction Schedule, then the General Contractor will appropriate a pro-rata share of the liquidated damages to each Trade Subcontractor responsible for the delay.
- 10.5. If required, the Trade Subcontractor's application for payment may be placed on hold by the General Contractor in an amount(s) deemed sufficient to cover projected liquidated damages if it is likely that liquidated damages will be assessed by the Owner.
- 10.6. During the course of the project and if it is found that a particular Trade Subcontractor is behind schedule as measured by the current Project Construction Schedule, the General Contractor will serve the delinquent Trade Subcontractor a written notice of the delay and will instruct the Trade Subcontractor to provide a schedule recovery plan to the General Contractor for review and approval. The Trade Subcontractor will be allowed seventy-two (72) hours to submit this plan for review and approval. Upon receipt, the

General Contractor will respond promptly as to the acceptance or rejection of this plan. If the Trade Subcontractor fails to submit an acceptable schedule recovery plan to the General Contractor within the seventy-two (72) hour time frame, the General Contractor will provide a mandatory schedule recovery plan to the Trade Subcontractor for its execution.

- 10.7. The Trade Subcontractor shall maintain the schedule recovery plan by working overtime, weekends, multiple shifts, multiple crews, etc. at no additional cost and as required to maintain and achieve the durations and activity completion dates defined within the Project Construction Schedule. The Trade Subcontractor may become responsible for the additional supervisory time required by the General Contractor as a result of the Trade Subcontractor not maintaining the Project Construction Schedule.
- 10.8. All Trade Subcontractor's or Supplier's recognize that the Project Construction Schedule represents the latest an activity shall start. Should the Project Construction Schedule be improved during construction, the Trade Subcontractor or Supplier Subcontractor shall be required to begin the Work as soon as the preceding work allows or as expeditiously as the progress of the project permits in the opinion of the General Contractor.
- 10.9. If a Trade Subcontractor falls behind schedule for causes not entitling it to an extension of time under any provisions within the Contract Documents, and the delay in progress causes delay to another Trade Subcontractor's performance, the Trade Subcontractor shall indemnify and hold harmless the General Contractor from all reasonable costs incurred as a result of the delay.
- 10.10. Additionally, time is of the essence as it relates to crew sizing and scheduling of critical path activities, particularly those associated with work covered by each Trade Subcontractor's Scope of Work. The scheduling of each Trade Subcontractor's Scope of Work shall be based on the fact that different portions of the project will be undertaken separately and completed simultaneously in a timely manner in order to accomplish all work within the time frames designated within the Project Construction Schedule. Unless alternate scheduling proves the project can otherwise be completed on schedule, activities among different portions of the building shall not be interdependent.

XI. PERMITS, FEES, INSPECTIONS AND TESTING & LICENSING

- 11.0. The NCDEQ grading permit will be obtained by the Owner at no cost to the Trade Subcontractor(s).
- 11.1. All sanitary sewer and water tap and/or impact / connection fees, acreage fees, frontage fees, etc. will be paid directly by the Owner at no cost to the Trade Subcontractor(s).
- 11.2. Water meters and associated meter fees, if applicable shall be paid by the Owner at no cost to the Trade Subcontractor(s).
- 11.3. The Building Permit will be paid by the Owner at no cost to the Trade Subcontractor(s).

- 11.4. Any other applicable permits, licenses, and fees not included as part of the Building Permit including permits for HVAC, Plumbing, Electrical and/or Fire Protection Work shall be obtained and paid for by the respective Trade Subcontractor requiring the permit in order to be authorized to commence its work on site. Wake County is the permitting authority for this project.
- 11.5. Where tests, certificates or approvals by authorities other than the Designer are required for an item of work or material, the Trade Subcontractor shall have such tests performed and/or shall procure such certifications or approvals and forward four (4) copies of the test results of the certificates or approvals to the General Contractor prior to proceeding with the work involved. Such laboratories and/or authorities as are employed for this purpose shall be competent, with a generally recognized reputation in the field concerned and shall be subject to approval of the Designer.
- 11.6. Inspections by the Local Fire Marshal, City or County Building Inspectors or Utility Companies shall be obtained by and coordinated by the Trade Subcontractor through the General Contractor. The cost of inspections shall be borne by the responsible Trade Subcontractor for applicable inspections.
- 11.7. Each Trade Subcontractor shall be responsible for notifying the City Inspectors and/or County Inspectors and/or State Inspectors when their services or inspections are required. Expedite notification to insure proper lead-time. The Trade Subcontractor shall notify the General Contractor in writing twenty-four (24) hours prior to any inspection.
- 11.8. Independent Construction Materials Testing, Field Inspections and Special Inspections specifically provided by the Owner, will be at no cost to the General Contractor or Trade Subcontractor unless noted otherwise. The Subcontractor will offer complete cooperation to all testing and inspection-related personnel. Subcontractor shall provide the necessary equipment, devices, etc. to facilitate safe access to the points of inspection.
- 11.9. Excluding only tests and testing performed by a Testing Engineer employed by the Owner, the Subcontractor shall be responsible for the execution of all tests and testing required by the Specifications and by all governmental authorities having jurisdiction and shall pay the costs of all such tests and testing. The Subcontractor shall submit certified results of the test to the General Contractor for the Architect's approval. If directed in writing by General Contractor, the Subcontractor shall provide additional tests and testing performed by approved personnel working under the direction and supervision of General Contractor.
- 11.10. If retesting a certain aspect of the work results in confirmation of an initial failed test result, then the Trade Subcontractor responsible for the failed test result shall be responsible for reimbursing the cost thereof to the Owner for the additional testing work.
- 11.11. Each Trade Subcontractor shall be responsible for notifying the General Contractor in accordance with the Contract Documents, but no less than one (1) week of a specific work activity requiring an Owner furnished test and/or inspection in order for the General Contractor to timely schedule Owner furnished Construction Testing/Inspection Services.

Failure of the Trade Subcontractor to advise the General Contractor no less than one (1) week of the requested testing and/or inspection shall not constitute an extension of time should the Construction Testing/Inspection Services not be available at the requested time.

- 11.12. Each Trade Subcontractor shall be responsible for having a Specialty Contractor's license to perform its Scope of Work as required by all state and/or local governing codes and/or requirements. For example, the HVAC, Plumbing, Electrical, Fire Protection, Site Utilities Trades require a Specialty Contractor's License in the State of North Carolina.

XII. PROJECT MEETINGS / REPORTING

- 12.0. Pre-construction Meeting – A Pre-Construction Meeting will be scheduled and conducted by the General Contractor and Designer. All Subcontractors and Suppliers issued a Subcontract Agreement and/or Purchase Order Agreement shall attend this meeting. At a minimum, the Project Manager and Field Superintendent for the Subcontractor or Supplier shall attend this meeting as many processes and procedures will be discussed in detail during the course of this important meeting. The Owner, Designer and other interested parties will also attend this meeting. The General Contractor will establish the time and place of this meeting.
- 12.1. Weekly Project Meetings - Project Site Meetings will be held weekly at the project site. The purpose of these meetings will be discussing the Project Construction Schedule, Safety, Coordination Issues, Status of Submittals, RFI's, Change Requests, etc. At least two (2) weeks prior to the start of a Subcontractor's on-site work and through the completion thereof, each Subcontractor shall be represented at every weekly meeting by its on-site Superintendent or Project Supervisor. Additionally, each Subcontractor or Supplier's Project Manager(s) is required to attend the weekly project site meeting at least twice a month or as required by the General Contractor. Failure to attend the required weekly meetings will result in a \$500 fine per occurrence. The General Contractor will establish time and place of these meetings.
- 12.2. Preparatory Meetings - The Subcontractor and/or Supplier and its sub-Subcontractor(s) shall not commence with any new work at the project site until such time as a preparatory meeting is scheduled. The intent of the General Contractor's preparatory meeting is outlined below.
1. The purpose of the preparatory meeting is to indoctrinate the Subcontractor's employees and/or sub-Subcontractors of the specific requirements, changes, clarifications, interfaces with other work, safety related issues, etc. which may affect the forthcoming new work.
 2. The Subcontractor shall provide the General Contractor with a proposed list of the work items for which a preparatory meeting must be held prior to commencing on site work. The list shall be provided to the General Contractor within Ten (10) Calendar Days of receiving a Notice to Proceed for approval.

3. Prior to the preparatory meeting being scheduled, all submittal requirements, pending changes and/or clarifications affecting the new work shall have been completed and/or resolved.
 4. At a minimum, the Subcontractor's onsite supervisor and/or key foreman who are going to directly supervise the installation of the Subcontractors work shall be in attendance at this meeting. This superintendent must be able to discuss and make decisions relative to schedule, costs, scope of work, etc.
 5. The General Contractor reserves the right not to proceed with new work until the preparatory meeting(s) is held with the Subcontractor.
- 12.3. All Subcontractors will be required to submit a Daily Construction Report by 10:00 AM of the following workday to the General Contractor. The report shall include the number of men by trade or craft, type and location of work. It shall include the Subcontractor's work and other information as required by the General Contractor. Each Subcontractor shall use the General Contractor's "Daily Construction Report Form" which is included in Section 01600 - Forms of this Project Manual or received during the preparatory meeting.

XIII. QUALITY EXPECTATIONS

- 13.0. All items shall be installed in a workmanlike manner in accordance with the best-recognized practice in the field concerned.
- 13.1. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and/or recommendations for installation of highest quality. All working parts shall be properly adjusted after installation and left in new working order.
- 13.2. Unless otherwise indicated, items exposed to weather or subject to flooding or wetting shall be installed so as to shed and not retain water. Items shall in all cases be installed plumb and true and/or in proper relation to surrounding materials.
- 13.3. All materials entering into the construction of the building covered by this Contract, including but not be limited to, those mentioned below, shall be securely anchored and/or tied together in accordance with the best recognized practice in the field concerned whether shown, specified or not.
- 13.4. Ties and anchors shall be best quality and material for the purpose and/or location for installation. Wythes of masonry and corners of masonry walls and partitions shall be bonded together if possible unless otherwise specifically shown and where not bonded shall be secured with appropriate metal ties or anchors. Masonry walls shall be anchored to adjacent columns unless otherwise specifically shown.
- 13.5. All wood, steel, concrete or other framing shall be securely anchored and tied together and to supporting or abutting masonry. All veneer finishes and applied items shall be securely anchored and tied to the backing material.

- 13.6. Except for expansion joints or otherwise where materials are purposely separated, each and every piece of material integrated into the building shall be bonded, anchored, tied or otherwise secured in place in a permanent manner that will permit expansion, contraction and other minor movements and normal use of the structure without structural features of the building becoming impaired and without any of its components becoming loose.
- 13.7. If in the opinion of the General Contractor, a Subcontractor's work requires caulking to provide the "finished product" appearance of any item installed, that Subcontractor shall furnish and install that caulking whether specified or not within the Contract Documents at no additional cost.
- 13.8. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required for or in connection with an item of material to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the item whether specified or not within the Contract Documents at no additional cost.
- 13.9. Unless otherwise specifically specified, all items and parts thereof that are made of steel, iron or other ferrous metal that are not galvanized, plated or otherwise specified to be factory finished, shall be cleaned and painted with one shop coat of the best quality rust inhibitive metallic primer by the Painting Subcontractor unless specifically specified in the Contract Documents or other trade scopes. After installation, all exposed metal connections and abrasions shall be touched up with the same materials as the shop coat and left in good condition for final finishing.
- 13.10. Each respective Trade Subcontractor shall provide its own related supporting devices, including but not limited to, hangers and supports, seismic hangers and supports, hanger saddles, vibration isolation hangers, and miscellaneous structural steel supports and/or angle frame supports which are not detailed or illustrated on the drawings as being provided as part of Division 5 – Metals Work which are needed to support equipment as defined within the respective Trade Subcontractor's Scope of Work. When applicable, the respective Subcontractor shall be responsible for obtaining written approval for all attachments (i.e., beam clamps, all thread hangers, uni-strut, clamps, braces, etc.) attached to other Subcontractor's work prior to commencing with the installation of said attachments. Failure to obtain written approval from the respective Trade Subcontractor and/or Designer may result in the General Contractor's rejection of the installation(s).
- 13.11. The Subcontractor requiring access shall furnish access panels as required for access to items in their scope of work, panels to be installed by the Drywall/Acoustical or Masonry Subcontractor in their respective Scope of Work. This Subcontractor providing the access panels is responsible for provision of specified panels, included rated panels as required. Provide layout and coordination prior to all wall and ceiling construction for all access panels. All access panels to be keyed identical throughout the Project and shall be coordinated with other Subcontractors by this Subcontractor.

- 13.12. Provide dewatering operations as needed to facilitate and continue work included within this Contract.
- 13.13. Mold Prevention and Management Plan – The Subcontractor will comply with all mold prevention and management requirements as detailed in the Construction Mold Prevention and Management Plan that is part of the Project Manual enclosures. This includes all responsibilities, procedural controls, and moisture controls pertaining to Subcontractor's Scope of Work. Water leaks are to be responded to immediately upon discovery. Subcontractors are responsible for all rework and damage due to mold per Subcontractor's work.
- 13.14. This Subcontractor shall be fully responsible for Federal ADA standards compliance in the construction of this work. Where the Contract Documents conflict with these requirements, it is the supplier's responsibility to bring these inconsistencies to the attention of General Contractor in writing for clarification by the designer prior to the installation of the work. If any work is produced contrary to the Federal ADA, then this Subcontractor will be responsible for the cost of all work to bring it to compliance.
- 13.15. All materials furnished by Subcontractor are furnished and installed unless clearly specified otherwise.

XIV. SEPARATE TRADE PACKAGE SCOPES OF WORK

- 14.0. Each section of the Designer's Division 2 through 33 project specifications has been assigned to a minimum of one of the Trade Package Scopes of Work. Where a section of the specifications is referenced or in a Trade Package Scope of Work, then any and all items necessary for the proper and normal installation of the item referenced in the specification sections shall be included whether indicated within the documents or not.
- 14.1. This Subcontractor is responsible for all Contract Documents for this project. No allowance will be made for lack of knowledge of other subcontractor's work or existing conditions required in connection with HVAC, plumbing, electrical and other Subcontractors, including Owner furnished equipment.

XV. ON SITE SUPERVISION / WORK HOURS / MULTIPLE MOBILIZATIONS

- 15.0. Subcontractors/Suppliers performing work on multiple buildings or areas of the project site (i.e., buildings, road widening, site, etc.) shall provide separate equipment, hoisting, cranes, supervision including, but not limited to management, superintendent, foreman, tradesman, laborers, etc. for each building or area unless agreed to otherwise in writing by the General Contractor. If the project needs and schedule are not being met to the satisfaction of the General Contractor, written approval will be rescinded, and the original staffing requirements shall be provided by the Subcontractor.
- 15.1. Each Subcontractor shall have supervision on site any time work within their scope or the Subcontractor's tiered Subcontractors are being performed unless approved otherwise by the General Contractor.

- 15.2. The General Contractor will establish the project work hours that shall be adhered to by all Trade Subcontractor's, Sub-subcontractors and the like assigned to the project. Refer to Section 01340 of the Project Manual and the Trade Package Scope of Work Clarifications.
- 15.3. Should a Subcontractor fail to provide a competent supervisor, the Subcontractor's employees, Sub-Subcontractors, etc. shall be directed by the General Contractor to leave the project site.
- 15.4. Subcontractor's Field Supervision - Supervisor must be knowledgeable in all codes applicable to the Work including scope performed by sub-subcontractors. Qualified full-time supervision (onsite) is required for daily procedures with sole authority to make decisions on behalf of the company.
- 15.5. The Subcontractor and/or Supplier or its Sub-Subcontractor(s) shall have a full-time employee on site that is capable of translating/communicating with the other site employees who cannot speak the English language fluently. This requirement is to ensure that all on site field personnel are able to receive immediate verbal direction from their supervisors. Any employees on-site who are incapable of speaking the English language fluently, and who are not supervised by individuals capable of communicating with these employees, shall be removed for the project site immediately. This requirement is only applicable if the Subcontractor has employees not capable of speaking the English language fluently.
- 15.6. Multiple mobilizations may be required to complete the respective Trade Package Scope of Work. No additional charges or cost will be accepted by the General Contractor from the Trade Subcontractor or Supplier for multiple mobilizations.
- 15.7. The Work includes any out-of-sequence work required to meet job progress. Work necessitated by the special construction phasing requirements of the Project, or work interrupted by the Owner's operations shall include "comeback" costs required to complete this work at no additional cost to the Owner or the General Contractor.

XVI. TEMPORARY FACILITIES

- 16.0. Temporary facilities that affect all Trade Subcontractors and/or are specifically assigned to a particular Trade Package Scope of Work is designated below.
- 16.1. All temporary facilities installed by this trade shall be removed by the installing trade as directed by General Contractor unless specifically noted otherwise. The location of any temporary facilities shall be returned to the condition which existed prior to starting Work by the removing Subcontractor.
- 16.2. Each Subcontractor shall provide or arrange for the use of a telephone and/or radio for its own use while on the project. If required, each Subcontractor's Superintendent/Forman shall have in their possession at all times radio(s) compatible

with the General Contractor's radios/communication system. The General Contractor shall be able to contact each Subcontractor's Superintendent / Foreman (Responsible person having authority to make decisions on behalf of the company) at all times by use of the radio(s) or cell phone.

- 16.3. Each Subcontractor shall provide its own water coolers, ice, drinking water and cups for its own work force in accordance with the applicable FDA, OSHA and Union Labor requirements.
- 16.4. Portable power (i.e., generator, etc.), if necessary, shall be the responsibility of the Subcontractor requiring power along with its associated cost if a fixed power source is not available during construction unless specified otherwise.
- 16.5. Each trade Subcontractor shall provide generators as required for the Work of this Subcontract until temporary power is available to the building pads (exact location to be determined by General Contractor).
- 16.6. If temporary "task" lighting is required to complete the Subcontractor's work, then the Trade Subcontractor requiring the temporary "task" lighting in order to complete its work shall provide its own temporary lighting at its own expense.
- 16.7. Unless approved by the General Contractor, Subcontractors are not permitted to install any project signage on site and/or on any office and storage trailers.
- 16.8. Each Subcontractor shall be responsible for utilizing wheel wash equipment to wash off all of its respective vehicles leaving the project site which have accumulated mud, debris, etc. Any mud, debris, etc. tracked onto the adjacent roadway(s), due to the Subcontractor's failure to wash off affected vehicles, shall be scraped, cleaned and pressure washed immediately by and at the expense of the Subcontractor.
- 16.9. All other required temporary facilities or services not specifically assigned responsibility shall be provided by the Subcontractor requiring the service(s).

XVII. MATERIAL DELIVERY, STORAGE AND HANDLING

- 17.0. Each Subcontractor and/or Supplier is responsible for securing and protecting all materials furnished under its respective Scope of Work. Should a specific Trade Subcontractor and/or other entity furnish material to another Trade Subcontractor for installation, then at that time the Trade Subcontractor receiving the material from the other Trade Subcontractor and/or other entity becomes responsible for securing and protecting that material.
- 17.1. Each Subcontractor is responsible for coordinating on site material deliveries 24 hours in advance with the General Contractor's on-site project representative. Failure to do so, the General Contractor may request the material delivery to be rescheduled. This requirement will be strictly enforced by General Contractor.

- 17.2. Materials furnished and installed as part of the Trade Subcontractor's Scope of Work shall be received by a representative of the Trade Subcontractor and unloaded / transported by this Subcontractor to each respective work area for installation as part of this Scope of Work.
- 17.3. Unless noted otherwise, materials or equipment furnished by others for installation as part of the designated Trade Subcontractor's Scope of Work shall be received by a representative of the receiving Subcontractor in conjunction with a representative of General Contractor and unloaded / transported by the receiving Subcontractor to each respective work area on site for installation as part of the designated Trade Subcontractor's Scope of Work.
- 17.4. Any Trade Subcontractor or Supplier supplying and delivering equipment or materials that are to be installed by another Subcontractor must notify the receiving Subcontractor at least twenty-four (24) hours prior to delivery. If requested by the General Contractor and prior to authorizing the Subcontractor's or Supplier's payment, the receiving Subcontractor shall be responsible for unloading and must provide either a shipping invoice or a delivered materials list that has been signed and certified by the receiving Subcontractor.
- 17.5. Each Subcontractor shall be responsible for receiving, storing, distributing to the installed location and protecting all materials incorporated within their respective Scope of Work.
- 17.6. Any Subcontractor furnishing and delivering equipment or materials that are to be installed under its Scope of Work must provide personnel and equipment to unload these materials at the time they arrive on site or make provisions for receiving and unloading the shipment. Any deliveries arriving on site without proper personnel present to receive and unload the shipment shall be instructed by the General Contractor to return to the shipping terminal.
- 17.7. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in first-class condition at the time they are incorporated into the work. Improperly stored materials that accumulate mud, debris, rust or other foreign matter shall be restored to its original condition prior to concealment or final acceptance of the work.
- 17.8. After installation, the materials shall be properly protected against damage to ensure their being in first-class condition when the construction is substantially completed and accepted by the General Contractor, Designer and Owner.
- 17.9. Each Subcontractor is solely responsible for the security of its own material and equipment. The General Contractor, Designer nor Owner shall be responsible for the cost to replace stolen or missing material and equipment.
- 17.10. There is very limited storage and lay down area available on site, subsequently materials delivered to the site should be installed as soon as possible after delivery. Each Subcontractor may need off site storage in order to accommodate limited laydown and

storage areas. The areas that are available shall be coordinated with and approved by the General Contractor. Storage and lay down areas may have to be relocated by the Trade Subcontractor multiple times during the duration of the project to accommodate construction progress. If requested by the General Contractor, the Trade Subcontractor shall relocate all material(s) at no additional cost.

- 17.11. Reference the Logistics Plan prepared by the General Contractor for further information.
- 17.12. All hoisting of materials into the building and to the installed location is the responsibility of each Subcontractor.
- 17.13. Each Subcontractor shall retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage and providing required protection of materials.
- 17.14. Each Subcontractor will remove all excess materials from the site at the time work has been completed. Failure to do so the General Contractor will give the Subcontractor a 24-hour notice at the end of this 24 hours the General Contractor will make arrangements to have the material removed. This work and the supervision of this work will be at the cost of this Subcontractor.

XVIII. PROGRESS CLEAN-UP

- 18.0. Each Subcontractor shall provide daily clean up relative to its own Scope of Work. Should the Subcontractor fail to provide daily clean-up of its own work, the General Contractor will provide the subject Subcontractor with a written notice. Upon receipt of the written notice, the Subcontractor will have Twenty-Four (24) hours to complete its daily clean up requirements. Failure to comply with this notification may result in the General Contractor completing the daily clean-up work on behalf of the Subcontractor through the General Trades/Final Cleaning Subcontractor or other means determined by the General Contractor, thus resulting in back charges to the Subcontractor. This requirement will be strictly enforced by General Contractor.
- 18.1. Scrap, debris, waste material and other items shall not be accumulated at or around the construction site.
- 18.2. At least once a week and more often, if necessary, completely remove all scrap, debris and waste material from the job site. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- 18.3. At least once a week and more often, if necessary, inspect all arrangements of materials stored on the site. Re-stack or rearrange stored materials on site to ensure the site is maintained in a neat and orderly fashion.
- 18.4. During the course Project if debris and waste material get to be excessive, (determined by the General Contractor) the jobsite will be shut down and an all-hands clean-up will

occur until the area is orderly. Costs of this effort will be at each Subcontractors expense. If a trade does not participate the General Contractor will supplement their part of the work and this cost will be paid by this subcontractor.

- 18.5. Each individual Subcontractor will be required to supply his own drum containers for the depositing of miscellaneous trash generated within the Subcontractor's office areas. No food or drinks other than water will be allowed in the buildings at any time. Coffee breaks/Meals/Snack areas will be identified by the General Contractor for the Subcontractors use outside the Buildings construction areas. Subcontractors are responsible for maintaining these areas in a clean and orderly manner at all times. Subcontractor will be responsible for keeping these areas clean and sanitary. No Subcontractor will allow waste materials to accumulate in any area without consolidating them for pickup for more than the duration of one (1) workday, or as may be directed by General Contractor to facilitate job cleanliness.
- 18.6. Trash and debris shall be removed and placed in designated dumpster daily.
- 18.7. All offsite disposal costs associated with remedial work, if encountered during the course of the project shall be borne by the Subcontractor responsible for the remedial work.
- 18.8. Reference the Logistics Plan prepared by the General Contractor for further information. Subcontractors should anticipate and expect the site logistics plan to change with updates during the course of construction.

XIX. FIELD ENGINEERING AND LAYOUT

- 19.0. The Earthwork, Storm Drainage and Erosion Control Subcontractor and Cast-in-Place Concrete Subcontractor will provide initial field engineering services as defined within their respective Scopes of Work for the vertical building trades use and coordination by establishing select building corners and column lines and vertical control via establishing a benchmark(s) reference at select area(s) of the site. These initial field engineering services will be established subsequent to completion of the building pad by a licensed surveyor for use by all Trade Subcontractors. Any additional or remaining field engineering, layout work, etc. as required to complete a respective Trade Package Scope of Work shall be provided by the Subcontractor requiring the additional or remaining field engineering services at its own cost.
- 19.1. Layout work and field engineering services required of each Subcontractor shall include, but not be limited to the following:
 1. Unless specifically noted otherwise within a specific Trade Package Scope of Work or herein, each Subcontractor is responsible for its own layout work, field engineering and protection of the same necessary to complete its own respective Scope of Work.
 2. Upon commencement of the Subcontractor's work, the pre-established reference points, benchmarks, etc. as provided by others shall be field verified

and protected and become the responsibility of each Subcontractor using the subject reference points and/or benchmarks. This responsibility shall cease upon the preceding Subcontractor starting its Work with the responsibility thereof being transferred therewith.

3. Establishing additional lines and levels and/or maintaining lines and levels including horizontal and vertical control as required to properly install the Work shall be provided by the Subcontractor.
4. Locate and protect all control points before starting work on the project site.
5. Preserve permanent reference points during the progress of the work.
6. Do not change or relocate reference points or items of the work without written approval from the General Contractor.
7. Promptly advise the General Contractor when a reference point is lost or destroyed or requiring relocation because of other changes in the work. Upon direction of the General Contractor, the Subcontractor's field engineer or licensed surveyor as engaged by the Subcontractor shall immediately replace the lost or destroyed reference stakes or markers as not to slow or stop other trades work activities, which were its responsibility to protect. Subcontractor shall locate such replacements according to the original survey control points at no additional cost. Failure to do so the General Contractor will supplement this work and this cost will be paid by this subcontractor.

XX. PROTECTION OF WORK

- 20.0. Each Subcontractor is responsible for the protection and security of its finished work until final acceptance of the work. If finished work is damaged by another Trade Subcontractor, then the responsible Trade Subcontractor shall be held accountable. However, if the entity responsible for the damage cannot be determined, it is the responsibility of each Subcontractor to repair, replace or restore its own work to an acceptable condition.
- 20.1. Any part of the finish product damaged during installation or prior to final acceptance of the work shall be repaired so as to be unnoticeable and to be equal of quality, appearance, serviceability and all other aspects to an undamaged item. Where this cannot be fully accomplished the damaged item or part shall be replaced. Upon completion of the repair(s) or replacement installation, all exposed surfaces and parts of the item(s) shall be cleaned in a manner that shall not damage the finish or any of the parts of the item(s) and the finish product left in first-class condition, free of all visible defects.
- 20.2. Each Subcontractor shall take all necessary precautions so as not to damage existing construction. However, if damage occurs the responsible Subcontractor shall be responsible for restoring the existing construction to a condition, which is equal to that found prior to the damage occurring at its own cost.

- 20.3. General Contractor will not accept any claim for repair or replacement of Subcontractor's material or installed Work required because of vandalism, malicious mischief, normal construction traffic, theft, etc.
- 20.4. Damage by another Subcontractor - If Subcontractor's Work is damaged by another, the Subcontractor who caused the damage will be responsible for any repair and/or replacement costs. The work is not to be delayed by disputes regarding cost responsibility. The burden of proof will be on the Subcontractor whose Work was damaged.
- 20.5. Repair or Replacement of Installed Work –
 - a. Subcontractor's responsibilities as noted above will be in effect until both the following conditions are met:
 - i. Certificate of Beneficial Occupancy/Substantial Completion or Final Acceptance for the Project has been issued by the Designer.
 - ii. The Owner accepts the Work and takes over the building for their beneficial use.
- 20.6. No work shall be performed on concrete floors that would detrimentally affect the finish or appearance of uncovered floors or the application of finish flooring where called for. Operations such as cutting or threading pipe, burring, welding, paint mixing, or cleanup of painting will not be permitted in these areas.
- 20.7. The Subcontractor must obtain approval in advance from the General Contractor's Superintendent for any usage of lifts, trucks, trailers, cranes, or other heavy equipment that will sit on or move over completed structures. Any damage to these structures caused by the Subcontractor's actions will be the responsibility of the Subcontractor.
- 20.8. Watchmen services will not be provided. Neither General Contractor nor the Owner will be responsible for loss due to theft or otherwise of the property of any Subcontractor or their employees, including construction materials and equipment not yet accepted by the Owner.
- 20.9. The Subcontractor shall provide security as deemed necessary to protect its own work, tools, materials, etc.
- 20.10. Each Subcontractor shall provide protection and /or cleaning of permanent roof following completion of the Subcontractor's work. This shall include but not be limited to foot traffic / mud removal, temporary protection and roof protection, etc.
- 20.11. Each Subcontractor is responsible for all roof protection to complete the Subcontractors scope of work. Provide a protective material (i.e., visqueen, rigid insulation with plywood) when performing work on or adjacent to the roof. A ½" layer of insulation board shall also be installed under the protective material. Maintenance and removal are by this Subcontractor.

XXI. CUTTING AND PATCHING

- 21.0. Unless specifically noted otherwise within a specific Trade Package Scope of Work, each Subcontractor is responsible for its own cutting and patching work as required facilitating the proper installation of its own Work.
- 21.1. Repair and/or replacement of the surrounding surfaces to their original condition shall be the responsibility of the Subcontractor requiring the activity to continue its own Work.
- 21.2. All cutting and patching shall be completed in a manner to ensure that the patched surfaces are compatible with the adjacent surfaces in which the repairs or cutting and patching work was performed.

XXII. SLEEVES AND FIRESTOPPING

- 22.0. All subcontractors having penetrations through wall, ceilings and or floors will participate in the construction of a mockup panel to be approved by the Designers, Inspectors and other governing authorities having jurisdiction.
- 22.1. All penetrations through walls, ceilings and/or floors shall be sealed in such a manner in order to meet or exceed the requirements of the Contract Documents and all building codes, fire codes, etc., applicable to this project. Additionally, all penetrations shall be sealed with the required firesafing or firestopping materials to meet or exceed the fire rating requirements of the applicable wall, ceiling and/or floor assembly as acceptable to the General Contractor, Designer and governing authorities.
- 22.2. Unless specifically noted otherwise within a Trade Package Scope of Work, all penetrations made by any Subcontractor through walls, ceilings and/or floors shall be sealed by the Subcontractor requiring the penetration in such a manner in order to meet or exceed the requirements of the Contract Documents and all building codes, fire codes, etc., applicable to this project. Additionally, all penetrations shall be sealed with the required firesafing or firestopping materials to meet or exceed the fire rating requirements of the applicable wall, ceiling and/or floor assembly as acceptable to the General Contractor, Designer and governing authorities.
- 22.3. Unless specifically noted otherwise within a Trade Package Scope of Work, all sleeves or embeds set or cast into concrete, masonry or other work shall be furnished and installed by the Subcontractor requiring these items in order to complete the installation of its respective work. Additionally, these items shall be provided in a timely manner so as not to delay the concrete, masonry or other work. In the event the Subcontractor requiring the sleeve(s) or embed(s) fails to provide them in a timely manner, the Subcontractor requiring the sleeve(s) or embed(s) will be required to bear the cost associated with cutting and patching the work in order to properly to install the sleeve(s) or embed(s).
- 22.4. The Drywall Subcontractor shall provide all sprayed firestopping at tops of ALL walls. Each Trade Subcontractor shall be responsible for firestopping all penetrations made by their respective trade.

- 22.5. All through-penetration firestop systems installed around fire protection piping shall comply fully with NFPA 13 requirements for minimum annular space and sealant flexibility, as well as, requirements imposed by the design assembly itself.
- 22.6. The installing Subcontractor must provide UL approved details for each firestopping condition. If among the specified firestop manufacturers, no approved firestop assembly exists for non-standard openings in need of firestopping, mock-ups may be required for any proposed engineering judgment designs for approval by the General Contractor, the Architect, the Owner and/or the authority having jurisdiction prior to final firestop installation. Accepted in-place mock-ups will be accepted as final work. All engineering judgements must be sealed by licensed North Carolina engineer provided by the installing Subcontractor.
- 22.7. Firestopping installers must provide proof of Factory Mutual Firm 4991 certification and approval. Work must be performed by a specialty firestop installer who must provide evidence that they have been trained and achieved a passing score in a competency-based testing by the manufacturer whose products will be installed. All firestopping materials will be supplied by only one of the specified manufacturers.

XXIII. PME SYSTEM START UP, PUNCH LIST, WARRANTIES, RECORD DRAWINGS, CLOSEOUT DOCUMENTS

- 23.0. Prior to Final Inspection and Turnover to the General Contractor, each Trade Subcontractor and/or Supplier shall provide sufficient manpower and materials to adequately “punch” out the Project, such that all Work required of each Trade Subcontract is undertaken and completed within twenty-one (21) calendar days of commencement and/or issuance of punch list or deficiency notice.
- 23.1. All Work shall be guaranteed by each Trade Subcontractor against defects in material or workmanship for a period defined within the Contract Documents and/or by the Laws of North Carolina as measured from the Date of Final Acceptance as established in writing by the Designer and/or Owner.
- 23.2. The HVAC, Plumbing, and Electrical Subcontractors shall place the permanent HVAC and Electrical systems in operation during the construction of this project to insure proper environmental conditions to allow for installation of finishes to cure and subsequent to final inspections by Designer and Owner. All warranties and guarantees shall start on the Date of Final Acceptance, established in writing by the Designer and/or Owner. If the manufacturer's warranties start at the date of installation, each Trade Subcontractor shall extend the warranties to start at the Date of Final Acceptance at no additional cost.
- 23.3. Unless advised otherwise by the General Contractor, each Trade Subcontractor shall furnish the General Contractor / Owner with four (4) original copies of the defined warranty / guarantee, delivered within the close-out documents, provided on the Trade Subcontractor's stationery with original signatures on each copy, signed and sealed, stating the language as reflected within the sample letter following this section.

- 23.4. Unless advised otherwise by the General Contractor, each Trade Subcontractor shall furnish the General Contractor with four (4) original copies of a Subcontractor / Supplier Final Waiver of Lien, delivered within the close-out documents, provided on the Trade Subcontractor's stationery with original signatures on each copy, signed and sealed, stating the language as reflected within the sample Final Lien Waiver following this section.
- 23.5. Unless required otherwise by the General Contractor or contract documents, each Trade Subcontractor shall provide a minimum of four (4) copies of its own Project Record Documents including Record Drawings and Operation and Maintenance Manuals to the General Contractor for subsequent review and approval by the General Contractor, Designer and Owner. These documents shall be provided to the General Contractor prior to the Substantial Completion Date/ Beneficial Occupation of the Project. Additionally, submitting these and all other required Closeout Documents required of the Project Specifications shall be received and approved by the General Contractor, Designer and Owner before the Trade Subcontractor receives its Final Payment.
- 23.6. All Closeout Documents including Record Drawings and Operation and Maintenance Manuals shall be submitted electronically in a PDF format and shall be bookmarked and cataloged for easy reference.

XXIV. FIREARM POLICY, BADGE PROGRAM & BACKGROUND CHECKS

- 24.0. ABSOLUTELY NO FIREARMS, WEAPONS OR THE LIKE SHALL BE PERMITTED ON SITE. Any violators will be removed from the project site immediately by the local authorities.
- 24.1. Employees of each Trade Subcontractor or Supplier including Sub-subcontractors, visitors, etc. may be required to carry an identification badge furnished by the General Contractor at no cost to the Trade Subcontractor or Supplier. Replacement badges if lost by the Trade Subcontractor or Supplier's employees shall be replaced at the Trade Subcontractor's or Supplier's expense. Anyone who is making a delivery to the site or just visiting the site must check in at the General Contractor's site office to obtain a visitor's badge. Badges will only be required if work is performed when the building is occupied by the owner.
- 24.2. Trade Subcontractors may be required to complete the Sexual Offender Registry Check Certification Form if included within the CM – Owner Agreement and to complete a Background Check of each of its employees to certify this form's contents BEFORE the Subcontractor commences any on-site Work. Forms shall be turned into the General Contractor for further distribution to the Owner.

XXV. FIRE PREVENTION PROGRAM

- 25.0. Each Subcontractor is required to maintain portable firefighting equipment for their work and their work areas (i.e., hot work areas, storage units, fuel storage, mobile equipment,

trailers, etc.). All firefighting equipment is required to meet OSHA regulations and/or the local authority having jurisdiction requirements.

- 25.1. Each Subcontractor shall be required to furnish and maintain full, tested fire extinguishers for all of their equipment and work areas, as required by the latest federal, state, and local regulations. All Subcontractors involved in burning, welding, soldering, or cutting operations shall furnish their own fire extinguishers, welding blankets, fire watch, etc. in adequate quantities or provide fireproof protective enclosures.
- 25.2. All applicable safety rules and practices must be followed at all times. It is the responsibility of the Subcontractor to provide required training, PPE, and appropriate and safe materials, tools, and equipment, and to ensure that they are used in an appropriate manner. Proof of appropriate safety training programs may be required at any time.

XXVI. PARKING AND PROJECT ACCESS

- 26.1 There is limited area for parking for construction workers for all trades. Due limited site area for parking, material storage, equipment, etc., each Subcontractor may be limited in the number of vehicles onsite. Each Subcontractor may be required to make arrangements for off site parking for employee individual vehicles and transport said employees to the site with multiple workers in single vehicle or bus type transportation. See the Logistics Plan for further information.



Housekeeping Commitment Agreement – Exhibit E

Contractor Company Name: _____

Contractor Supervisor Name: _____

A clean jobsite leads to a safe jobsite. With that basic principle in mind, I (and all of my tiered subcontractors) agree to follow these rules:

- Allocate adequate resources to ensure this housekeeping standard is maintained throughout their time on the project.
- Be responsible and accountable for each of your workers and any tiered contractor(s) under your control assigned to work on this project for complying with this Housekeeping Standard.
- Agree to allocate the necessary personnel, equipment, and supplies required to comply with this standard.
- Dumpsters for general trash, construction debris (wood, metal, concrete, etc.) and or specific recycling dumpsters pursuant to contract requirements will be provided.
- Samet will provide trash containers on site for general trash and debris. There will be no bottles, food wrappers, cups, etc. thrown on the ground.
- When containers are $\frac{3}{4}$ full they will be either removed from the site or dumped in a large metal dumpster provided by Samet.
- All materials, equipment, etc. brought on site shall be organized and stored in areas designated by project team. Subcontractors are responsible for organizing material, equipment, and tools so they do not create a tripping hazard or impede/block exits out of the area or rooms they are working in.
- Subcontractors are responsible for daily clean-up of excess material and debris. Excess material and debris shall be deposited in appropriate containers throughout the day.
- In areas and rooms where multiple subcontractors are working each subcontractor shall clean up their own excess material and debris.
- When work is completed in a room or area all excess material and debris shall be removed and the area or room broom cleaned.
- Any stored materials must be easily transportable to make way for clean-up.

The complete copy of Samet Corporation Housekeeping Standard is contained in the Site Safety and Incident Prevention Program. There may be Terms and Conditions in your subcontract agreement that may override or supersede the above.

I fully understand that if my company or my tiered contractor(s) fail(s) to comply with any part of this Housekeeping Standard, that I will incur all costs associated with Samet Corporation cleaning up your areas of responsibility to meet this standard. Additionally, any and/or all the work being performed by my company may be suspended until such time this standard has been accepted by Samet Corporation.

Contractor Performing

Work: _____ **Sign:** _____ **Date:** _____

Contractor/Project

Safety: _____ **Sign:** _____ **Date:** _____



SITE SPECIFIC SAFETY PLAN

**WTCC Fire and Rescue Training Center
23-878**



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SITE SPECIFIC SAFETY PLAN

This SSSP was prepared to assist all workers in understanding the health and safety expectations and requirements of Samet Corporation on this project. Compliance with this Plan is expected and a condition of work. Contractors' project managers and superintendents have overall responsibility for the implementation and the execution of this Plan.

On this project site, Samet Corporation enforces its Safety Program through its Superintendent, Safety Manager and other designees and weekly meetings with our own labor force and contractor employees (including tiers) stressing the importance of maintaining a safe and productive work site.

Health and safety will always remain the top priority for all levels of management, supervision, and workers engaged in construction activities. Health and safety will never be sacrificed in lieu of schedule, cost, production, or any other component of the work process.

To comply with this philosophy, the project's contractors will:

- ❖ Thoroughly plan all work activities and operations so they are performed safely, as well as efficiently.
- ❖ Effectively communicate the health and safety requirements of Samet Corporation this Site-Specific Safety Plan to all contractors and their workers through open communications, comprehensive training, assessments, and workplace inspections.
- ❖ Develop an understanding, among those in leadership on this project, of their responsibilities and accountability for providing a safe and healthful workplace.
- ❖ Plan and coordinate work operations and activities to minimize or eliminate situations which may jeopardize worker's health and safety due to conflicting or simultaneous work operations or activities.
- ❖ Communicate to all workers that safety is their responsibility, and they will be held responsible, accountable, and assigned the appropriate authority for their individual safety and the safety of their co-workers.

All contractors will incorporate, as a minimum, OSHA 29 CFR 1926 Construction Safety Standards, OSHA 29 CFR 1910 General Industry Standards (as applicable), specific state safety regulations, specific owner requirements, project safety rules, and this SSSP when determining the safe work practices and protection of all workers. If any of these standards, requirements, or procedures conflict, the more stringent requirement shall prevail.

Refer to Samet's TSW "Above OSHA Requirements"

The term "contractor" within this document refers to any contractor or subcontractor of any and all tiers. Samet Corporation, as the general contractor, is referred to by name.

SITE SPECIFIC SAFETY COMMITTEE

A site-specific safety committee will be utilized to assist project team in implementing this SSSP and to work as a team to identify and correct safety or health hazards, identify unsafe work practices and offer solutions to safety issues. Participation is mandatory and each contractor must designate at least one (1) foreman level (or higher) to actively participate.

Refer to Samet's TSW for Project Safety Committee

CONTRACTOR SAFETY PERFORMANCE

Samet Corporation expects all contractors to execute their work on this project with a proactive commitment to safety at all levels. Each contractor should plan their work focusing on protecting their workers from incidents and injuries. The following are actions that each of us can take to improve safety performance on this project:

- Attend and actively participate in toolbox meetings.
- Discuss safety in all meeting.
- Include safety and high-risk activities in daily huddles.
- Revisit high-risk activity plans at least 1 week prior to work so allow for safe and proper planning.
- When you talk about safety, talk about people, not numbers or statistics.
- Ask where the next injury is likely to happen and what can be done to prevent it – Run The 2 Minute Drill
- Fill a Pre-Task Plan for all high-risk activities on a daily basis and have it communicated/acknowledged by all crew members involved.
- Recognize individuals and groups daily for working safely – Implement MVA program
- Take positive actions when you see someone doing something you believe is unsafe. Talk to them about your concern for their safety, not about violating rules or procedures -Safeguarding Families
- Take responsibility for people's safety that work with you, for you and around you.
- Find ways to express care and concern for people and work to improve the dignity and respect people experience on the project.
- Make and keep promises around safety issues.

Samet Corporation or their representative will continually monitor and assess each contractor for compliance with this SSSP and appropriate regulatory requirements.

Immediate corrective action will be taken to eliminate any safety discrepancy, hazard, at-risk behavior, or violation observed.

DESIGNATED CONTRACTOR COMPETENT PERSON

Each contractor will designate a competent person as defined by OSHA 29 CFR 1926.32(f) as “one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them” as their project safety representative. This person(s) name will be submitted to Samet Corporation and this person must have the authority and responsibility to ensure the proper implementation and enforcement of this SSSP.

The General Trades Competent Person/Foreman designated will be expected to have an adequate knowledge of OSHA construction standards,

The Scaffold Competent Person designated to oversee erection and dismantling of scaffolds will be expected to have an above average knowledge of OSHA 29 CFR 1926.450 Subpart L –Scaffolds, and proof of qualification training.

The Trenching and Excavation Competent Person designated to oversee digging trenches and excavations will be expected to have an above average knowledge of OSHA 29 CFR 1926.650 Subpart P – Excavations, and proof of qualification training.

The Fall Protection Competent Person designated to oversee his company's fall protection plan will be expected to have an above average knowledge of OSHA 29 CFR 1926.500 Subpart M – Fall Protection, and proof of qualification training.

The Electrical Competent Person designated to oversee his company's electrical protection plan will be expected to have an above average knowledge of OSHA 29 CFR 1926.400 Subpart K and NFPA 70E – and proof of qualification training,

The Rigging qualified person designated to oversee the rigging of structural steel, concrete panels, materials or other equipment hoisted above the ground will be expected to have an above average knowledge of OSHA 29 CFR 1926.251. Competent Person

designated for rigging structural steel shall have an above average knowledge of OSHA 29 CFR 1926.753 Hoisting and rigging, and formal training.

The Safety Competent Person designated to oversee the safety of their employees and subcontractors will be expected to have an above average knowledge of OSHA construction standards.

As a minimum, each of these competent persons must:

- be proficient in the development and execution of pre-task safety plans, competency plans and risk/severity assessments. Audit, document and submit as required.
- obtain an OSHA 10-hour certificate from a certified OSHA trainer and a minimum of 3 years' experience as a foreman/competent person. OSHA 30-hour certificate and at least 5 years construction safety training is highly recommended. Experience must be in the non-residential construction industry.
- obtain certified competency training conducted by an authorized OSHA certified trainer.
- conduct regular safety meetings with workers to instruct them on safe work practices and requirements.
- timely submission of all safety related documents.
- conduct documented pre-task safety plans and communicate daily to workers to ensure compliance with safe work practices, this Site Safety and Prevention Program and OSHA safety regulations.

For the purposes of this Program, the use of the words "competent person", in any format, is defined pursuant to the OSHA definition as stated above.

WORK-RELATED INJURIES, ILLNESSES, AND INCIDENT INVESTIGATION - MONTHLY INCIDENT SUMMARY REPORTS

An incident is defined as any unplanned or undesired event that results in or has the potential to result in a work-related injury/illness, property damage, or disruption of business where the cause was from human errors or omission.

Every incident will be investigated to determine the probable root causes (s) and steps required preventing a similar occurrence from happening in the future. All contractors must fully cooperate with Samet's investigation under the law.

All work-related injuries/illnesses and incidents must be reported to Samet Corporation immediately and submit a preliminary report within 24 hours of the incident. A final report must be submitted within 48 hours for review and implementation of lessons learned to prevent further incidents from occurring.

Each contractor must submit a report monthly indicating the below information. This form must be submitted even if the subcontractor has no incidents to report.

- Total man hours worked, first aid cases, OSHA medical treatment cases & lost workday cases, restricted work cases.

CONTRACTOR SAFETY SUBMITTALS

Prior to beginning work, each contractor shall submit the following minimum (but not limited to) documentation:

- Contractor's written site-specific safety programs including, but not limited to substance abuse and silica exposure control.
- Contractor's written housekeeping plan and Samet Housekeeping Commitment Agreement
- Energized Work Permit.
- Detailed job hazard analysis/pre-task safety plan
- Personal protective equipment hazard assessment and certification (if applicable)
- Annual crane inspections
- Verification of OSHA and or project required training as necessary. Employee training shall be verified by contractor's management and documentation of training submitted to Samet team. Examples of training may include:
 - OSHA 10- and 30-hour construction safety training
 - Fall protection
 - Pre-task safety training and risk assessment
 - Ladders
 - Scaffolds

- Trenching
- Crane signalperson
- Confined spaces
- Respiratory protection
- Lockout/Tagout
- Rigging (plan)
- Mechanized equipment (all types) operators
- Traffic control (public right-of-way)
- First aid
- Competent persons by scope of work

Throughout the course of the project each contractor will be required to submit various on-going safety documents as required by the scope of work. These submittals may include but are not limited to:

- Weekly Jobsite Inspection Checklist.
- Daily documented scaffold, trench, crane, aerial lift, rigging/hoisting equipment, PFAS, welding machines, generators, ladders, power tools, heavy equipment (i.e., backhoe, dump truck, front end loader) and forklift inspections.
- Weekly safety toolbox meeting training records.
- Daily pre-task safety plan
- Air sampling data (if respirator in use)

VIOLATION OF SAFETY AND HEALTH REQUIREMENTS

Violations of statutory health and safety regulations, project safety rules and policies contained in this plan or at-risk behavior will not be tolerated. All identified hazards are to be abated immediately. When a hazard cannot be immediately corrected, a written explanation is to be submitted to Samet Corporation team. Failure to correct hazards may result in disciplinary actions or suspension of part or all work.

DISCIPLINARY PROGRAM

Each worker has an individual responsibility to work safely and minimize unsafe actions. Samet Corporation reserves the right to discipline any contractor based on safety violations committed by their employees of any tier, or the contractor itself.

Samet Corporation has established a progressive disciplinary program as outlined below:

Committing an unsafe act, practice of disregard for policies (see below) that is not considered Immediately Dangerous to Life or Health (IDLH) can result in the following consequences:

- First occurrence: Verbal warning with a note to file
- Second occurrence: Written warning, re-training, or action to include, but not limited to suspension from project, holding monthly invoice checks, etc.
- Third occurrence: Written notification of actions up to termination from project site.

Other-than-serious unsafe safety acts may consist of, but not limited to:

- Failure to wear hard hat properly.
- Failure to wear safety glasses/eye protection when required.
- Failure to use hearing protection when required.
- Failure to wear proper work boots/shoes and clothing.
- Failure to wear seatbelts on mechanized equipment.
- Failure to have first aid kit.
- Using frayed/cut drop cords.
- Using drop cords less than #14 AWG.
- Using unrated ladders.
- Failure to submit daily safety reports.
- Failure to submit weekly toolbox safety talks.

Committing unsafe acts and or practices that are considered Immediately Dangerous to Life and Health (IDLH) may result in worker and supervisor's immediate removal from the project. Samet Corporation also reserves the right to immediately discipline/sanction

a contractor. Sanctions include but are not limited to immediate abatement of the IDLH condition/hazard or a mandatory meeting with contractor's ownership to discuss actions to improve safety performance. Samet Corporation reserves the right to terminate a contractor for repeated IDLH safety violations.

IDLH safety violations may include, but are not limited to:

- Failure to follow fall protections requirements.
- Removing guard rails and not putting them back in place.
- Working in an unprotected trench greater than 5 feet deep.
- Failure to follow the Substance Abuse Policy.
- Possession of firearms, explosives or dangerous weapons.
- Violation of project security rules and procedures.
- Fighting, horseplay, practical joking or gambling.
- Entering a confined space without following procedures.
- Failure to follow lock-out/tag-out procedures.
- Working on energized circuits without an energized hot work permit.
- Physical altercations, or any sort of harassment (investigated).
- Smoking within any structure or outside the designated smoking area.

It is impossible to publish every safety rule to cover every circumstance. However, if workers fail to follow safe work practices not covered by this policy, disciplinary actions will be assessed based on Samet Corporation's assessment of the violation.

SUBSTANCE ABUSE POLICY

This project is committed to providing a safe, drug free workplace for all employees. This policy applies to all Samet Corporation contractors, vendors and other third-party employees.

The use, sale, offer to sell, purchase, and transfer, distribution, or possession of drug paraphernalia, any detectable amounts of alcohol or illegal drug, firearm, or other dangerous weapons by any employee on this project is prohibited. Each contractor will promote a Drug Free Workplace with their employees and communicate during the safety orientation what constitutes prohibited activities. Every worker involved in an incident shall have a post incident drug/alcohol test performed within three (3) hours after the incident. Any worker on the project site who is reasonably suspected of being under the influence of alcohol or a controlled substance shall be tested. Contractors are responsible for having their workers tested at an approved facility and reporting the results to Samet. Any worker that refuses to test, stall to be tested, are uncooperative with collectors, or attempt to alter a urine specimen will be considered positive and immediately removed from the project.

SAFETY PLANNING

Job Hazard Analysis (Completed by Contractor Superintendent and Project Manager)

Prior to starting work on this project, each contractor will submit a written Job Hazard Analysis (JHA) for their scope of work. The JHA can be included in the Site-Specific Safety Plan. The JHA must identify and outline each work component or activity, list the potential safety hazards, risk/severity assessment and health hazards associated with each activity. It must also describe what safety controls, PPE, tools and equipment will be implemented and required to mitigate the recognized hazards and safely complete each activity.

Pre-Task Safety Planning (Completed by Contractor Foreman or First Line Supervisor)

Each Foreman, designated supervisor and/or workers will analyze each task to be performed by scope of work and identify the work sequences, hazards, and controls necessary to protect workers from the identified hazards. Our hierarchy of controls must be observed. The Pre-Task Safety Plan (PTP) will be communicated daily to each crew performing work on this project. Each employee will sign the PTP acknowledging the safety procedures while engaged in the task. In cases of a changed construction activity, the employee or contractor's competent person must assess the change(s), retrain his employees and document that re-training in his daily pre-task safety plan and field report.

2 Minute Drill -throughout the day, each worker should run the 2 Minute Drill to help prevent any potential accidents.

SAFETY INSPECTIONS

Each Contractor performing work will be responsible for conducting weekly safety inspections of their work area, tools and equipment

(daily). The following inspections will be required as applicable to ongoing work activities. Safety forms or permits can be obtained from project team.

General Daily Worksite Safety Inspections (weekly documentation Required)

Each contractor will perform a visual general safety inspection of their work area where their employees and subcontractors are working daily. Subcontractor's competent person will use their daily pre-task safety plan when assessing the potential hazards utilizing a hierarchy of risk control. Safe work practices and physical hazards must be verified while conducting inspection of their work areas. Samet weekly Worksite Safety Inspection form or equivalent form must be used to document these inspections and the completed corrective actions

Daily Inspections

Contractors using the below equipment or performing the specific type of work will designate a competent person to inspect and document each day prior to use.

Scaffolds, trenches, cranes, forklifts, aerial lifts, material handling and hoisting equipment, rigging, ladders and hand and power tools.

Notes: All rigging equipment shall be inspected and certified by contractor prior to use and as a minimum monthly. A visible inspection tag must be used for scaffolds and mechanized equipment. Each contractor who requires their employees to wear personal fall arrest systems (PFAS) shall inspect harnesses and lanyards as required. Workers engaged in steel working activities shall inspect harnesses and lanyards daily. All others shall inspect harnesses and lanyards monthly (or as required by manufacturer), color code or tag them to indicate current inspection.

SAFETY TRAINING

Safety and health training are a requirement and mandatory for all and contractor workers assigned to this project to promote and ensure that an incident and injury free environment exists.

Safety Orientation:

All project management, supervisors, and workers shall attend site-specific safety orientation training and will be allowed to start work until they have attended.

Upon conclusion thereof, all personnel will be given a hard hat sticker verifying that they have been through the orientation and will, be asked to sign the orientation summary and the Samet "I am Committed to Safety For" sign.

GENERAL SAFETY GUIDING PRINCIPLES

Clean and safe working conditions are essential for achieving an Incident and Injury Free Environment. Everyone must maintain a strong personal desire to think and act safely.

The following Safety Guiding Principles will be used to guide all work activities on this site and to help foster a culture of ensuring that all workers go home safely to their families each day.

- Everyone is responsible for safety and health -
- We look out for each other –
- Safety is planned into our work –
- All injuries are preventable –
- All deficiencies will be resolved immediately –
- Management is accountable for preventing injuries –
- Everyone must be trained to work safely & healthfully –
- Working safely and healthfully is a condition of employment –
- We measure safety performance –
- React to incidents, not just injuries –
- Off the job safety is as important as on the job safety
- Every worker has 100% Stop Work Authority (SWA)_

EMERGENCY ACTION PROCEDURES

A site-specific emergency action plan (EAP) will be written, and all subcontractor competent persons will be provided a copy will be discussed during the project safety orientation meeting.

A site-specific emergency action plan (EAP) will be written and maintained in the Samet field office. The EAP determines the proper access/egress of emergency equipment and/or personnel into or out of the site in case of emergency.

- Project superintendent will activate EAP using 3 long air horn blasts and/or phone communication to subcontractor competent persons.
- Supervisors will be directed to key locations on the site to assist in an emergency.
- Each employee is expected to follow direction of supervisors and cooperate in any emergency action effort.
- Personnel should evacuate the site in an orderly fashion if instructed to do so by supervisors.
- If you become aware of an emergency or an injury, notify a supervisor immediately.
- Two means of access/egress must be available, identified and unobstructed at all times.

Personnel are strictly forbidden to discuss project conditions, incidents, or emergencies with the media, press or any person not associated with the project.

PROJECT SITE SECURITY

“No Trespassing” signs shall be posted at the project site to prevent casual entry by the public (See Project Signage TSW). All construction traffic and parking will follow Site Logistics plan.

All workers may be subject to Samet Corporation disciplinary procedures for violation of project security measures and will be held under applicable Local, State and Federal laws for any offenses that violate said laws including but not limited to:

- Possession of firearms and other weapons
- Fighting or horseplay.
- Being on project while under the influence or possession, distribution, or offering for sale of alcohol or controlled substances.
- Theft.
- Smoking in unauthorized areas.
- Negligent damage of owner’s property or the property of contractors or employees.

FIRST AID POLICY

In the event an employee is injured on the job, first aid kits are available for the employee to treat their own injuries. First aid kits will be in the vicinity of the work area and contents of the kit inspected when brought on site. Subcontractor Foreman will notify project superintendent or his representative if employees use first aid items. In the event of a serious injury, 911 will be called.

No employee is required to treat another’s wounds. However, in the event “Good Samaritan” assistance is rendered, the exposed employee and victim will be evaluated by a medical clinic or doctor for Blood Borne Pathogens exposure control within 24 hours. The exposed employee will receive general blood borne pathogen training pursuant to OSHA 1910.1030 requirements.

HEAT STRESS

Work involving high air temperature, radiant heat sources, high humidity, direct physical contact with hot objects or strenuous physical activities have a high potential for inducing heat stress in workers engaged in construction activities.

Workers should consume adequate liquids and take necessary rest breaks to help prevent heat disorders. Water is recommended over carbonated beverages or sport drinks like Gatorade.

Heat Disorders and Health Effects

Heat stroke: Occurs when the body temperature rises to critical levels, Heat stroke is a medical emergency. Do not send worker home or leave unattended.

Heat Exhaustion: Symptoms often are non-specific and may be sudden in onset. These symptoms often resemble a viral illness. It is caused from dehydration where a large loss of body fluid causes a slowing of the circulatory system.

Heat Cramps: Usually caused by performing hard physical labor in a hot environment. They are caused from an electrolyte imbalance or by too little or too much salt.

HAZARDOUS COMMUNICATION/SDS

All contractors will submit their hazardous communication program and SDS to the Samet team prior to the start of work. Each contractor must supervise employees under his direct supervision for proper training and proper precautions prior to the hazardous chemical's introduction to the jobsite. The following information will assist in understanding OSHA Hazardous Communication requirements:

List of Hazardous Chemicals

The team will maintain a master list of all hazardous chemicals on the project. This list will be in the trailer and available for all employees upon request.

Safety Data Sheets (SDS's)

Each contractor must have ready access to the SDS for all chemicals they bring to the project site.

Labels and Other Forms of Warning

Each contractor will ensure all containers on the site have proper, up-to-date labels.

Training

Each contractor is responsible for the proper training of their employees.

Contractor Employees

Project team will advise contractors of location of hazardous chemical inventory list during the safety orientation.

Each contractor bringing chemicals onsite must provide a copy of their written Hazardous Communication Program including all SDS's to Samet team prior to mobilization on the jobsite.

Community Right to Know

Each project location will cooperate with city and county officials to comply with requirements of the OSHA standards regarding hazardous materials onsite.

FALL PROTECTION

All individuals will take all practical measures to eliminate, prevent, and control fall hazards. All work will be planned with the intent to eliminate identified and potential fall hazards. Samet Corporation's fall protection policy and OSHA 29 CFR 1926.500 Subpart M govern the requirements to protect workers exposed to falls. Additionally, Samet Corporation's fall protection policy is 100% fall protection when exposed six (6) feet or greater above a lower level. The use of conventional fall protection systems (passive preferred) shall be utilized to protect workers from falls to lower levels. Workers wearing personal fall arrest systems shall not free fall more than six (6) feet or contact a lower level.

A written fall protection and prevention plan, including a rescue plan as applicable, may be required as deemed necessary by Samet Corporation. Contractors engaged in the following shall submit their fall protection plan for approval prior to beginning work on site: Steel erection, concrete (cast in place), wood framing, dry laid masonry wall (segmented), pre-cast concrete walls, tilt-up concrete walls, and roofing work. The plan must be agreed to prior to beginning work and the designated competent person must enforce said plan.

Acceptable fall protection systems include the following conventional systems: guardrails, safety netting, floor and wall hole

covers, positioning device systems, fall restraint systems, protection from falling objects and personal fall arrest systems.

*****Safety monitoring systems as part of a warning line fall protection system is prohibited.*****

Workers exposed to fall hazards shall be uniformly equipped, trained, and given periodic refresher training in fall protection at specific intervals to minimize the adverse effects of accidental falls. Fall protection training records will be maintained on the project and available for review by Samet Corporation.

Low-Slope & Flat Roof fall protection program: Warning line systems:

There are times when a warning line is necessary. The roofers shall place the warning line as close as six (6) feet from the edge. For the other trades working on a roof the warning line must be 15 feet from the edge.

Anyone outside of the warning line system is required to wear personal fall protection.

Personal fall arrest systems will be required for workers on ladders when the following conditions are present:

- center of worker's body is outside the side rails of the ladder,
- ladder is positioned such that its distance to a leading edge or open-sided floor is less than the working height of the ladder, plus 6 feet.
- 3 points of contact cannot be maintained when climbing,
- Competent Person evaluation of conditions, working greater than 6 feet above a lower level and tying off does not create an additional hazard on the ladder.

General fall protection requirements:

Any task or activity involving work at heights must be carefully planned and communicated with all involved. Effective controls must be implemented to protect people/tools/materials from falling distances equal or greater than 6 feet.

Any contractor that creates a floor hole or penetration larger than 2 inches will be responsible for protecting that opening and properly marking it with the words "HOLE-DO NOT REMOVE" or "COVER-DO NOT REMOVE" in languages that the workers speak most prevalently.

SCAFFOLDS AND AERIAL LIFTS

All Contractors shall identify a Competent Person responsible for the erecting and dismantling of all scaffolds according to OSHA regulations (29 CFR 1926 subpart L- Scaffolds) and Codes of Safe Practice (Scaffold Industry Association). Records will be maintained for scaffold training and be available for review by Samet Corporation team. The Competent person shall submit to Samet Corporation Superintendent or his representative a fall protection plan for erecting and dismantling scaffolds.

Employees working on scaffolds 6 feet above a lower level shall be protected from falling by either a standard guardrail system or personal fall arrest system. Any use of a personal fall arrest system used on a scaffold shall be approved by Samet Corporation team and Samet Corporation EHS Director. The subsequent specific scaffold requirements shall be followed:

- All scaffolds shall be erected under the supervision of a competent person and inspected daily. Scaffold tags or equivalent shall be used to document the inspection. Green Tags - Approved ready for use. Yellow Tags - Caution if restrictions are required. Red Tags – Scaffold unsafe do not use. Narrow span scaffolds (Baker scaffolds) are required to be inspected and tagged.

Aerial Lifts

- All contractors are required to ensure that their workers are properly trained in the use and operation of aerial lifts, including any manufacturer specific requirements and OSHA requirements of 29 CFR 1926 subpart L.
- Workers must wear their personal fall arrest system while working on any mobile elevated working platforms.

PERSONAL PROTECTIVE EQUIPMENT

All personal protective equipment (PPE) shall meet applicable standards of the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM) and properly used in accordance with the manufactures' recommendations. Each employer shall furnish their employees approved PPE that fits to size and provide training in the selection, use and care of such, retraining to be performed as necessary. Employees must maintain their PPE in good sanitary conditions, if defective or showing signs of excessive wear PPE must be replaced. All persons entering the jobsite will, as a

minimum, wear the following personal protective equipment at all time in the designated work area while on this project (except in office and lunch areas). At no times during the project will PPE requirements be relaxed.

Head Protection

An approved hard hat must always be worn.

Eye and Face Protection

- Safety glasses (Z87.1) with side shields must always be worn.
- Workers that wear prescription safety glasses may do one of the following:
 - Obtain prescription safety glasses (Z87.1) with rigid side shields.
 - Wear over- the- glass safety glasses.

In addition, the following eye/face equipment must be worn when performing the following work activities:

- | | |
|------------------------------|-------------------------------------|
| • Arc welding | Welding hood with proper shading*. |
| • Burning | Burning goggles with proper shading |
| • Grinding or cutting metals | Face shield* |
| • Drilling (rock) | Face shield* |
| • Chemical handling | Face shield* |
| • Molten materials | Face shield* |
| • Corrosive liquids | Face Shield* |
| • Concrete pouring | Face Shield* |

Note: * Safety glasses will be worn in conjunction with face shields and welding hoods.

Foot Protection

Above the ankle hard soled work boots or shoes that are in good condition must always be worn. Safety toed work boots if worn must conform to ASTM F2412-05 & ASTM F-2413-05.

Work attire

- Shirt sleeves will have a minimum length of 4 inches. No shorts, tank tops, or cut-off shirts are permitted.
- All personnel shall wear a reflective vests or high visibility clothing while in the designated work zone. During the hours of dusk to dawn ANSI class II reflective vests or clothing shall be worn.
- Long pants that fit properly around the waist and of a proper length so as not to create a trip hazard
- Long hair must be contained so as not to create a hazard of getting caught.

Respiratory Protection

All contractors are required to determine if hazards exist that require respiratory protection. If so, the Competent Person must submit a plan to the Samet team prior to the start of work. Respiratory protection would be required if OSHA permissible exposure limits are exceeded, and no means of engineering controls could be used. Subcontractor would be responsible for determining the exposure level by sampling for airborne contaminants.

When respiratory protection is required, the employer must establish a comprehensive respiratory protection program, as outlined in OSHA's Small Entity Compliance Guide for Respiratory Protection and as required in the OSHA respiratory protection standard [29 CFR 1910.134 and 1926.103].

Use of Respirators

As the primary means of preventing or minimizing exposures to airborne contaminants, use effective source controls such as substitution, automation, enclosed systems, local exhaust ventilation or wet methods.

Hearing Protection

Approved hearing protection will be worn as specified in posted areas and while working with or around high-noise level producing machines, tools, or equipment. A good rule to follow is: When you must raise your voice to be heard, you need hearing protection. Exposure to impulsive or impact noise must not exceed 140dB noise level.

Hand Protection

Workers will wear appropriate level of hand protection as necessary and as determined by the Competent Person to prevent hand and finger injuries.

Additional Protections

Specific activities may require that additional personal protective equipment be worn such as working on energized circuits. Contractors and their Competent Persons shall evaluate the need for additional protection based on their pre-task safety plan.

Hand and Power Tools

All hand and power tools will be operated, kept in good condition and regularly maintained per manufacturer's recommendations. Workers working 6 feet or greater above a lower level while using handheld tools and or power tools that may be subject to dropping shall be tethered or area barricaded to prevent tool from hitting unsuspected workers below.

HOUSEKEEPING AND ORDERLINESS

All persons shall always maintain their work locations in an orderly and clean manner. Daily cleanup of work areas is mandatory for all trades on site. Subcontractor competent person shall submit a housekeeping plan to project team prior to starting work.

Samet Corporation Cleanliness Standard

Dumpsters for general trash, construction debris (wood, metal, concrete and etc) and recycling dumpsters will be provided pursuant to contract requirements. Contractors shall provide trash containers on site for general trash and debris. All miscellaneous trash generated by workers shall be deposited in a container or in the back of pickup trucks daily. Do not throw bottles, food wrappers, cups or any other types of trash on the floor or ground. When containers are $\frac{3}{4}$ full, they will be either removed from the site or dumped in a large metal dumpster. Contractors, as required by contract, will provide their own dumpsters for their specific excess materials and allocate adequate resources to ensure this housekeeping standard is maintained throughout their time on the project. Project team shall address this housekeeping standard with all subcontractors prior to beginning work.

General Housekeeping Requirements:

Housekeeping is an important part of our daily work. All materials, equipment, etc. brought on site shall be organized and stored in areas designated by Samet project team. Trade partners are responsible for organizing material, equipment, and tools so they do not create tripping hazards or impede/block exits. Trade partners are responsible for daily clean up of excess material and debris which shall be deposited in appropriate containers throughout the day. When work is completed in a room or area all excess material and debris shall be removed and broom cleaned.

Refer to Samet's "Housekeeping Commitment Agreement" as provided by the project team

LADDER SAFETY

Samet Corporation requires all portable ladders to be rated heavy duty Type 1, 1A, or 1AA. Type II or Type III Ladders (<225 Lbs.) and all types of aluminum ladders are prohibited. Job made ladders shall comply with ANSI A14.4 1979 and 2009 as well as OSHA 29 CFR 1926 Subpart X. Contractor Competent Person shall evaluate the use of personal fall protection systems while on ladders greater than 6 feet above the finished floor the ladder sits on.

Refer to manufacturer's specifications for the proper use of all ladders.

ELECTRICAL SAFETY

The following regulations apply to both temporary and permanent electrical installations used on this Project site. Electricians working on exposed live (50 to 280 volts) parts shall wear the appropriate level of personal protective equipment required under NFPA 70e and as designated by the Competent Person.

- Extension cords used with portable electrical tools and appliances shall be #14 AWG or greater and be three-wire type designed for hard or extra-hard usage. Grounds are never to be removed from the extension cords.
- All flexible cords plugged into a generator with an output of 5KW or greater and all flexible cords plugged into the permanent wiring of the building shall be protected by a ground fault circuit interrupter (GFCI).
- Any replacement plug ends installed on flexible cords shall be UL/FM approved for its intended use. Note: Open construction sites are considered wet locations. UL/FM approved water-resistant replacement plug ends would be acceptable.
- Temporary lights shall be equipped with guards to prevent accidental contact with the bulb. "Red" bulbs will be used to designate exit ways. Temporary lighting circuits shall be permitted within cable assemblies, or within multi-conductor cord or cable of a type identified for hard usage or extra-hard usage.
- Electrical and extension cords or cable are not to be laid on floors, in walkways, etc., unless it is impractical to do otherwise. They should be suspended or protected in such a way as not to block or hang in walkways, doorways, or work areas.

- It is Samet Corporation policy that electrical panels shall be de-energized and locked out prior to being worked on. However, if any work on energized circuits is required with panels removed an “Energized Work Permit” and safety plan shall be submitted and reviewed by Samet project team and EHS Director. Compliance with NFPA 70E is mandatory. PPE requirements shall comply with NFPA 70E Hazard Risk Classification Table 130.7 (c)(9) and 130.7 (c)(10).
- A weekly cord roll-up program is required on this project. This includes cords of every type, not just extension cords.

TRENCHING & EXCAVATION SAFETY

The following regulations apply to all trenching and excavation activities on this site: OSHA CFR 1926, Subpart P.

- Any contractor engaged in trenching operations deeper than 5 feet shall designate a Competent Person and inform Samet Corporation team.
- Underground utilities must be located.
- Trenches or excavations greater than 5 feet in depth will be sloped, benched, or otherwise protected from cave-ins as determined by the Competent Person. Sloping, benching or other protective systems are recommended for any trenches and excavations over three (3) feet in depth.
- Protective systems designed to be placed in trenches such as trench boxes must have tabulated data available for review as necessary.
- Spoil piles and other materials will be placed a minimum of 2 feet from the edges of all trenches and excavations.
- In trenches deeper than four (4) feet, locate means of egress, such as ladders or steps or ramps (45-degree slope), so they are no more than 25 feet of travel from anyone in trench.
- The Competent Person must inspect all trenches daily before work begins and after every rainstorm or other hazardous conditions.
- A registered professional engineer must design all excavations and protective systems over 20 feet in depth.
- Completion and acceptance of Samet’s “Underground Utility Excavation Permit/Checklist” is required for each trench.

UNDERGROUND UTILITY LOCATIONS

Any contractor who digs a trench or excavation shall call the State appropriate 811 service. Before digging, be sure that all utilities have responded to your locate request. The 811 representatives will advise you of the member utility owners notified. It is the responsibility of the caller (the contractor responsible for excavation) to contact a utility locating company to have any private lines located.

A copy of the 811-notification form shall be submitted to Samet Corporation team as part of the completion and acceptance of Samet’s “Underground Utility Excavation Permit/Checklist”.

Private or third-party independent locate is required if 811 Service isn’t available in the location where the excavation will be occurring.

CONFINED SPACE

The following regulations apply to all confined space activities on this site: OSHA CFR 1926.1201.

Samet Corporation team along with contractor’s Competent Person will identify all confined spaces on the project. Confined Space in Construction shall abide by all the requirements of the standard. Specific requirements for work in a confined space shall be attached as an amendment to this SSSP. As a minimum before work starts at a project site, each contractor must ensure that a Competent Person identifies all confined spaces in which one or more of their employees it directs may work, and identifies each space that is a permit space, through considerations and evaluation of the elements of that space, including testing as necessary. Samet Corporation policy is that all confined spaces by definition as indicated in 29 CFR 1926.1201 will be reclassified as a non-permit confined space based on 1926.1203(e)(1)(i-vi). Contractor’s Competent Person shall submit to Samet Corporation team a confined space entry permit indicating its reclassification as a non-permit confined space. In the event a confined space can’t be reclassified as a non-permit space, all requirements under 1926.1203(a-d) shall be followed. Samet Corporation team is required to coordinate confined space rescue with local fire department in absence of on-site rescue procedures.

FIRE PROTECTION AND PREVENTION

Fire Protection

Temporary fire protection measures, such as fire extinguishers, temporary hose lines, and temporary standpipes are required near

hazardous locations and as required by OSHA regulations 29 CFR 1926 Subpart F.

- Fire extinguishers will be the primary means for fire protection and must be located within 75' feet of travel distance from any point within any structure under construction, although other means may be added.
- Any discharge of a fire extinguisher must be reported to Samet Corporation team.
- All enclosed buildings under construction shall have appropriate number of fire extinguishers rated not less than 4A-40B:C (10 lbs. ABC) and not less than 2A-20B:C (5 lbs. ABC) for motorized equipment.
- All temporary buildings (shops, field offices, locker rooms, etc.) will have a class ABC fire extinguisher rated not less than a 2A-10B:C
- All spark producing, welding, cutting or flammable storage operations shall require the fire extinguisher rated not less than 4A-40B:C (minimum 10 lbs. ABC Fire extinguisher) be approximately 25' from operations.

Fire Prevention

Combustible refuse from construction operations will not be burned or dumped anywhere on the construction site. Such refuse will be removed at frequent intervals, as required. Storage of large quantities of construction debris will be placed in metal dumpsters.

Compressed gasses will be:

- Stored with valve caps securely fastened when not attached to a regulator.
- Always secured upright, including when transported in vehicles.
- Fuel and oxygen cylinders will be separated by 20 feet for greater when not in use or separated by a not less than a 5' fire rated (one-half hour) wall.
- Empty cylinders shall be stored separate from full cylinders.
- Oily rags and waste are to be stored separately in metal containers fitted with self-closing lids.
- **Smoking shall not be permitted inside any structure**, only permitted in designated smoking areas.
- **Smoking areas shall be delineated with physical barriers, with proper signage, have a 4A-40B:C (10 lbs. Fire Extinguishers) and safe receptacles for smoking materials disposal.**

Flammable Liquid Storage and Dispensing

Flammable liquids will be:

- Stored outside and no closer than 20 feet of any structure or inside a properly constructed storage container.
- Stored in approved metal safety cans and marked to indicate its contents.
- Not more than 25 gallons stored inside any trailer or building.
- Posted with "No Smoking" signs.
- Outside storage areas kept free of other combustible materials.
- Gasoline or diesel storage tanks will be double walled and protected from contact by mechanized equipment.
- At fuel dispensing points, the following is required:
 - Fire extinguisher rated not less than 40 B-C located within 75 feet of fueling point.
 - "No Smoking" signs posted.
 - Self-locking fuel nozzle prohibited.
 - Spill kit stored nearby.

HOTWORK PERMIT REQUIREMENTS

A Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but not limited to brazing, flame cutting, grinding, soldering, torch applied roofing and welding. Hot work permits will be issued by Samet Corporation team and will filled out by contractor engaged in hot work operations in an enclosed building/structure.

- All provisions of the Hot Work Permit will be followed including fire watch personnel. Hot Work Permits can be issued for the duration of the hot work but not to exceed the work shift.
- Hot work operations will be minimized or eliminated by selection of safer means methods whenever possible (example; utilizing hydraulic cutters/shears vs flame torches)
- ***Refer to Samet's PtW – Hot Work Permit***

EQUIPMENT AND VEHICLES

- Heavy equipment (cranes, forklifts, dump trucks, excavators/backhoes, man-lifts, etc.) used on this project will be inspected

- prior to use and comply with applicable OSHA and ANSI standards as well as manufacturers documentation.
- Seat belts shall be worn on all equipment with roll-overprotective structures.
- Windshields will be free from cracks or other visible damage.
- Vehicles and equipment with an obstructed view to the rear must have an audible backup alarm or a flagman must be used.
- No equipment or vehicle will be used to transport personnel unless it is specifically designed to do so.
- Equipment operators are responsible to check their equipment daily to verify it is working properly.
- Equipment operators will possess the required training, certification, and licenses as required by law for the equipment that they are required to operate. All forklift operators shall have a valid operator's license, a copy of which must be submitted to Samet Corporation team.
- If operating a forklift, backhoe, or similar piece of equipment in a public ROW, a valid State driver's license is required and must be on file with Samet Corporation team.

CRANE SAFETY, RIGGING AND HOISTING OPERATIONS

Any contractor who uses a crane on this Project Site shall adhere to the requirements of 29 CFR 1926.1400 Cranes and Derricks in Construction and ASME B30. **All crane operators shall fill out Samet Pre-Erection/Assembly Crane Analysis and provide required documentation such as annual inspection certification, operator's license, and signalman training.**

Each qualified crane operator will be responsible to conduct a detailed daily inspection of its crane and ensure findings are properly logged in a written daily report and reported to crane supplier and Samet.

Mobile Cranes

- No crane will be brought onto the project without a current annual inspection and applicable load charts.
- Crane operators will perform daily crane safety inspections. Crane operators are to turn in the Daily Crane Safety Checklist to Samet Superintendent. A Daily Safety Crane Checklist is provided in the Appendix to this manual. Note: An equivalent form may be used.
- All cranes will be equipped with an anti-two block device. Hooks will be equipped with safety latches.
- Contractor's supervisor shall designate a qualified person to monitor all rigging. All rigging will be inspected daily and before each shift. A Daily Rigging Safety Inspection Checklist is provided in the Appendix to this manual.
- The crane manufacturer's operating manual, instructions and load charts for a specific crane will be used to determine the safe operation of all cranes.
- All crane operators must be certified by the National Commission on Certification of Crane Operators (NCCCO) or equivalent. This rule applies to Contractors as well as Samet employees. Exception: cranes mounted on delivery trucks that unload outside, onto the ground.
- The supervisor shall ensure that crane operators meet legal and Owner requirements. After initial qualification, the supervisor shall closely monitor until the operator's capability is established.
- The ground where the crane will be set up must be solid and able to support the weight of the loaded crane. Determine if underground utilities exist near where the crane will be set up.
- Cranes will be set up level with outriggers fully extended or set per the manufacturer's recommendation for particular lift configuration. All tires should be clear of the ground.
- Cribbing or mats under outrigger pads should be of sufficient size and properly placed to ensure adequate soil bearing.
- Tag lines shall be used when needed to control the load. (Exception: When loading and unloading trucks)
- The entire swing radius of the rear rotating superstructure of all cranes must be barricaded to prevent crushing injuries.
- The load path shall be barricaded to protect worker from overhead hazards.
- Loads shall be routed to minimize exposure to workers.
- Before a lift, determine the load weight and load capacity. A designated qualified person will determine the load weight. Refer to the shipping weight or have the equipment or machinery assembly weighed. Calculate all structural loads and determine the center of gravity.
- Position the crane so there is a minimum swing and load path clearance of two feet. Cranes and their loads shall not be operated within 20 feet of electrical lines. Increased clearance is required for higher voltage lines. When working near electrical sources (overhead lines or lightning), the crane should be grounded.
- Crane operators are to know the weight of the load they are lifting.
- A written critical lift and rigging plan are required for any lift where:
 - The load is greater than 75% of the crane capacity as configured for the lift.

- Two cranes are used.
- The Project Manager/Superintendent or Safety Director determines the lift to be non-routine.
- Lift plans are required for all project hoisting operations not taken plan of regular basis.

Rigging

- Special attention needs to be taken when wind speeds exceed 20mph. Such lifts will only be made at the discretion of the crane operator, project superintendent and safety director and must follow Crane manufacture's recommendations. Lower crane booms/raise hook when appropriate due to high winds.
- All loads to be slung, lifted, or transported must have no uncontrolled movement or loss of the load. This can involve redundant slinging or secondary containment for small objects.
- All lifting gear and tackle (e.g., chains, wire ropes, kibbles, slings and rubbish removal skips) must be inspected before use and must be structurally sound, fit for purpose and designed for lifting (with certified lifting points and the rated capacity/safe working load clearly displayed).
- Tag lines shall be used when needed to control the load.
- Objects transported through site must be adequately restrained to prevent uncontrolled movement forwards, rearwards, upwards or sideways.
- Slinging methods must manage any expected dynamic load forces (e.g. wind, sudden crane halt).
- Deliveries where the load has the potential to fall/roll when unshackled must be inspected by a Competent Person, i.e. Rigger/Signal Person or equivalent and restrained before removal, e.g. chocked or slung with hoisting/lifting gear.
- The requirement for exclusion zones for lifting/hoisting operations must be identified and included in the crane lifting plan or PTP.
- All riggers must possess a valid qualification card and identifiable at all times (e.g. different color vest with Rigger identification) or hardhats)
- Proprietary Loading platforms are preferred (Prestonbox Type) when utilized by multiple trade partners. All platforms must be engineered, load capacity posted, enclosed on all sides and equipped with means of controlling access to the platform.

Signalman Training and Qualifications

Employers of signalmen shall ensure that each signal person meets the qualification requirements contained in 29 CFR 1926.1419 Signals – General Requirements.

- Know and understand the type of signals used. If hand signals are used, the signal person shall be designated in writing and know and understand the standard method for hand signals.
- Be competent in the application of the type of signals used.
Have a basic understanding of equipment operations and limitations, including the crane dynamics involved in swinging and stopping loads and boom deflection from hoisting loads.
- The crane operator, signal person shall be able to effectively communicate the language used.
- The signals used (hand, voice, audible, or new) and means of transmitting the signals to the operator (such as line of sight, video, radio, etc.) shall be appropriate for the site conditions.
- If radios are used to signal crane operator radio must have a dedicated channel.
- Hand signal charts shall be either posted on the equipment or readily available at the site.
- A crane operator should always move loads according to the established code of signals and use a signaler. Hand signals are preferred and commonly used.
- Only a qualified person should give signals to the crane operator.
- There should be only one designated person at a time giving crane signals.
- A crane operator should move loads only on crane signals from one person.
- A crane operator must obey STOP signals no matter who gives it.
- The person giving crane signals must be in clear view of the crane operator.
- The person giving crane signals must have a clear view of the load and the equipment,
- The person giving crane signals must keep persons outside the crane's operating area. Any request or questions should be addressed to the signaler.
- The person giving crane signals should never direct a load over a person.

DEMOLITION

- Demolition plans shall follow OSHA 29 CFR 1926 Subpart T.
- Prior to start of any demolition work, an engineering survey of the building or area to be demolished is required to determine the condition of the area. Debris and material shall not be dropped through walls, floor holes, windows, or other elevated work areas without the area below being barricaded and proper signs posted.
- Debris chutes shall have a substantial gate at all elevated openings.
- Samet Corporation may require the demolition contractor to submit a site-specific fall protection plan if the work requires the removal of exterior walls and or flooring.

CONCRETE AND MASONRY

- Free standing masonry walls over eight (8) feet in height will be adequately braced to prevent collapse. Limited access zones will be established as required by OSHA 1926, Subpart Q, to protect workers from the hazards associated with collapsing masonry walls.
- All rebar dowels, electrical conduits or similar items which are considered a “potential impalement hazard” shall always be capped (protected). This includes vertical and horizontal impalement hazards.
- Refer to Section on [SILICA](#) for specific requirements.

Pre-Cast Concrete

- The inspection and supervision of all rigging and hardware must be performed by a Competent Person.
- Never move pre-cast members over another worker.
- 100% fall protection is required of all workers involved in the setting or connection of pre-cast members
- No workers will use their hands to reach under a pre-cast member to adjust a shim or bearing pad.

STEEL ERECTION

The steel erection contractor shall submit a written steel erection plan to the Samet Corporation team prior to any work being performed. The plan must be comprehensive and include all aspects of the erection process, including but not limited to storage/staging of materials, equipment for hoisting materials, routes for lifting operations, critical lifts, rigging procedures, connection procedures, erection bridging procedures, stability requirements, fall protection requirements, decking procedures and proper training of workers. Steel erection procedures shall follow OSHA 29 CFR 1926. 750 Subpart R – Steel Erection standard or any supplemental requirements required by Samet Corporation. The following requirement shall be incorporated into the plan:

- 100% continuous fall protection for heights six (6) feet or greater above a lower level. Workers engaged in steel erection activities to include connecting, bolt-up and decking are **not exempt** from the project’s 100% fall protection requirements.
- During skeletal steel erection, a tightly planked temporary floor shall be maintained within two (2) stories or thirty (30) feet, whichever is less, below and directly under that portion of each tier of beams on which any work is being performed.
- During structural steel assembly, a safety railing of wire rope (at least 3/8” dia.) or equivalent shall be installed. Top railing should be forty-five (45) inches and a mid-railing at twenty-two (22) inches above the deck along all open sides including stairway landings and elevator shafts. The railing must support two hundred (200) lbs. of downward force and not deflect below thirty-nine (39) inches and shall not deflect outward beyond the edge of the floor. Flagging must be placed no more than every six (6) feet apart using a hi-visibility material.
- When placing structural steel members, the load shall not be released from the hoisting line until the member is secured by at least two bolts or the equivalent at each connection, drawn up wrench tight.

MOLD CONTROL

If mold is observed, work must not continue in the area until Samet Corporation supervision has made an evaluation of the exposure and develop an abatement plan.

SILICA

Contractors shall submit an exposure control plan to Samet team prior to beginning any work. The contractor shall adhere to the requirements of 29 CFR 1926.1153 Respirable crystalline silica. If respiratory protection is required by this section, the contractor shall institute a respiratory protection program according to 29 CFR 1910.134. In addition, contractor shall ensure medical surveillance is available at no cost to employees as required under 29 CFR 1926.1153(h).

- Workers that perform any of the following work tasks will be protected from exposure to crystalline silica dust:
 - Abrasive blasting using silica sand as a blasting medium.
 - Abrasive blasting of concrete regardless of the type of medium.
 - Sawing, hammering, drilling, grinding, sanding or chipping of concrete, rock or masonry products.
 - Heavy equipment and utility vehicles used to fracture or abrade silica containing materials, i.e. rock ripping, grading, demolition, fracturing
 - Dry sweeping or compressed air blowing of concrete, masonry, rock, or sand dust.
- Workers exposed to silica dust will receive training on silica hazards and protection methods.
- Examples of acceptable engineering controls are:
 - Substitute blasting medium for less hazardous material with 0% silica.
 - Dust collection systems shall be equipped with a commercially available shroud and have a filter with 99% or greater efficiency and a filter-cleaning mechanism.
 - Wet saw systems equipped with integrated water delivery system that continuously feeds water to the blade or cutting surface.
 - Wet sweeping, HEPA-filtered vacuuming shall be used to clean up materials and debris where crystalline silica may be present.
- Do not use respirators as the primary means of preventing or minimizing exposures to airborne contaminants. Instead, use effective source controls such as substitution, automation, enclosed systems, local exhaust ventilation, wet methods, and good work practices as indicated in 29 CFR 1926.1153 Respirable crystalline silica.
- Do not eat, drink, or use tobacco products in areas where crystalline silica dust is present. Always wash hands and face before eating, drinking, or using tobacco products.

INSTALLING AND SANDING SHEETROCK

This procedure outlines the safety requirements for installing and sanding sheet rock in all buildings under construction.

- While wearing stilts, workers are prohibited from walking up and down stairs or working near leading edges without proper physical protection.
- Workers wearing stilts who are within ten (10) feet of standard guardrails must extend the top rail an additional two (2) feet to ensure proper protection.
- Workers hand sanding sheetrock joints can, on a voluntary basis, wear a disposable respirator (dust mask) rated N95. Workers must be trained and sign Appendix D to section 29 CFR 1910.134 "Voluntary Use of a Disposable Respirator".
- Workers engaged in mechanically sanding (powered orbital sander) sheetrock joint compound shall not be exposed to airborne concentrations of respirable dust above the OSHA permissible exposure level (PEL). Contractor is responsible for determining the exposure level of respirable dust in and around their employees breathing zone. The use of a vacuum attached to powered orbital sanders is the preferred means to reduce respirable dust below the OSHA PEL.
- Workers who would be exposed to respirable dust that is greater than 5mg/m3 in and around workers breathing zone must submit a comprehensive respiratory protection program that complies with 29 CFR 1910.134 if they require their employees to wear respiratory protection when sanding sheetrock joint compound.

LOCK OUT POLICY

This procedure establishes the minimum requirements for the lockout of energy isolation devices whenever maintenance or servicing is done on machines or electrical equipment. It shall be used to ensure that the machine or electrical equipment is stopped, isolated from all potentially hazardous energy sources, and locked out before anyone performs any servicing or maintenance where the unexpected energization or start-up of the machine or electrical equipment or release of stored energy could cause injury.

- Lockout is the preferred method of isolating machines or electrical equipment from energy sources. To assist employers in developing a procedure which meets the requirements of the standard, the following simple procedure is provided for use in lockout programs. This procedure may be used when there are limited numbers or types of machines or electrical equipment or there is a single power source. For more complex systems, a more comprehensive procedure will need to be developed, documented, and utilized.
- All employees and contractor employees are required to comply with the restrictions and limitations imposed on them during the use of lockout. The authorized employees are required to perform the lockout in accordance with this procedure. All employees and contractor employees, upon observing a machine or piece of electrical equipment which is locked out to perform servicing or maintenance, shall not attempt to start, energize, or use that machine or electrical equipment.
- ***Refer to Samet's TSW for LOTO, Verify Permit***

Responsibility

- Appropriate employees (contractor) shall be instructed in the safety significance of the lockout procedure.
- A competent person will conduct a survey to locate and identify all isolating devices to be certain which switch(s), valve(s) or other energy isolating devices apply to the equipment to be locked out. More than one energy source (electrical, mechanical, or others) may be involved.

Lockout system procedure

- Notify all affected employees that a lockout system is going to be utilized and the reason. The authorized employee (contractor) shall know the type and magnitude of energy that the machine or electrical equipment utilizes and shall understand the hazards.
- If the machine or electrical equipment is operating, shut it down by the normal stopping procedure.
- Operate the switch, valve, or other energy isolating device(s) so that the equipment is isolated from its energy source(s). Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc.
- Lockout the energy isolating devices with assigned individual lock(s) and tag(s).
- Ensure that the equipment is disconnected from the energy source(s) by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing to make certain the equipment will not operate. Return operating control(s) to neutral or "off" position after verifying the isolation of the equipment. The machine is now locked out.

Restoring Equipment to Service

When the servicing or maintenance is complete and the machine or electrical equipment is ready to return to normal operating condition, the following steps shall be taken.

- Check the machine or electrical equipment and the immediate area around the machine or equipment to ensure that nonessential items have been removed and that the machine or electrical equipment components are operationally intact.
- Check the work area to ensure that all employees have been safely positioned or removed from the area.
- Verify that the controls are in neutral.
- Remove the lockout devices and reenergize the machine or electrical equipment.
- Notify affected employees that the servicing or maintenance is complete, and the machine or electrical equipment is ready for use.

CODE OF CONDUCT /WORKPLACE VIOLENCE

Nothing is more important to Samet Corporation than the safety and security of its associates and partners. Threats, threatening behavior or acts of violence against anyone on Company property or projects sites will not be tolerated. Violations of this policy will lead to disciplinary action (up to and including termination) and/or removal from premises.

In carrying out Samet Corporation policies, it is essential that all personnel understand that no existing Samet Corporation policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

All workers are responsible for notifying their supervisor and Samet Corporation team of any and all threats or unusual behavior, which they may witnessed, receive or have been told that another person has witnessed or received.

This policy also requires all individuals who apply for or obtain a protective restraining order, which lists company locations as being protected areas to provide such to Samet's Safety Director. Samet Corporation understands the sensitivity of the information requested and will respect the confidentiality thereof.

PROTECTING ASSOCIATES IN THE WORKPLACE

Protecting all Associates' safety and well-being is of utmost importance to maintaining a positive, productive work environment and culture. This commitment includes protecting Samet field and office Associates from harassment, threats, and violent behavior, and extends to our sub-contractors, customers, and anyone present at one of our job sites or offices. Being a good steward of your own personal safety and the safety of others involves knowing the risk factors, reducing any known risks, and taking pro-active approaches to help yourself and others stay safe and free from harassment, threatening or volatile behavior in any form.

Risk factors for working on construction sites:

- Working late at night or early morning hours
- Working during non-daylight hours
- Working alone or with a limited number of co-workers
- Uncontrolled access to a construction site
- Areas of known security concerns
- General construction parking areas
- Areas that cannot be readily seen by others (i.e., apartment units, closets, enclosed spaces)

Reducing the risks:

- Remove yourself from any contentious situation immediately and do not confront the workers or engage in conversation
- Note who the workers are and or what job they were doing
- If harassed in any form, contact your supervisor or a co-worker immediately and then report the incident to Associate Services. If you wish to by-pass your immediate supervisor, you may reach out to Associate Services or any member of the management team.
- Report all safety concerns to a member of Samet's safety team or VP of Administration
- You can raise concerns or make reports without fear of reprisal

Practical tips for helping yourself and others stay safe at work:

- Always be aware of your surroundings
- Inform your co-workers when working alone
- Inform your co-workers when you intend to enter and return from the project site
- Park your vehicle near the construction office and not in the general parking area
- Keep your cell phone handy and ensure it is charged
- Keep phone numbers of project or department team members in your cell phone's favorites file
- Be aware of groups congregated in and around isolated areas
- Do not stay in isolated areas too long
- Keep doors to isolated spaces open
- When possible, position yourself between the door and the person(s) you are with

If you believe you are being harassed either through verbal communication, body language, or gestures, report the incident immediately to your supervisor and Associate Services. Samet will investigate and take prompt action against any worker(s) or individual(s) who harass Associates in the workplace or the general public near a project site. Threats, hostile behavior, or acts of violence against Associates, contractors, visitors, guests, or other individuals by anyone on company property or projects sites will not be tolerated. Violators will be subject to disciplinary action up to and including termination of employment. You may view Samet's full policy on harassment and sexual harassment on SametNet. If you have concerns about the safety and security of a Samet job site or office, please contact a member of our safety team or VP of Administration.

Revision History

June 1, 2016 – Added Silica Requirements (Section XX) and Modified Aerial Lift Requirement (Section XX)

April 18, 2018 – Revised SSSP

March 2020 – General re-write

May 2021 – Revised / Reformatted

June 2022 – High Rise Construction requirements under Fall Protection, Hot Work Requirements updated, Tower Cranes and hoists third party inspections added.

May 2023 – Fire Prevention was updated - No Smoking allowed within any structure, language for designated smoking areas added. Also updated the Fire Extinguisher size to 10 lbs for general purposes and Fire Watch purposes

Samet Requirements Above OSHA – Exhibit D

Safety is one of Samet Corporation's core values. It is incumbent on each of us to do all we can to ensure that all associates, trade partners and visitors go home safely to their families every day. While our actions are an important and integral part of this process, we also have a duty to properly document our work daily. This is a key factor in ensuring that we keep our commitment to ensuring associates, trade partners and visitors do not compromise safety performance by undertaking work they are not qualified or trained for, and that they have the proper equipment to perform the task. To that end, Samet follows OSHA's minimum requirements and guidelines as part of our safety program except for the below standards that we exceed. Please review these requirements as you will be held accountable for following.

A. Subpart C - General Safety and Health Provisions

Accident prevention OSHA 20(b)(1)

Samet has a written site safety and incident prevention program for each project. Subcontractors submit written site-specific safety and health programs for each project.

Job site inspections OSHA 20(b)(2)

Samet requires weekly written job site/areas inspections by our associates and subcontractor's competent persons (2 independent inspections). Daily Pre-task Plans and Permits to Work are required for high-risk activities and must be filled by subcontractor's competent persons and reviewed with working crew. Additional Inspections would include Material and Equipment Inspections.

Machinery and equipment operator training OSHA 20(b)(4)

Samet requires all subcontractors to identify, in writing, that all their equipment operators (lifts, earth moving, etc.) have been trained and qualified to operate the equipment/machinery.

Housekeeping OSHA 25(a-c)

Samet requires subcontractors to keep their work areas in and around buildings cleaned & organized, deposit their scrap/debris into provided dumpsters daily and remove or bend nails protruding from lumber. When unable to deposit debris daily into dumpsters, their trash/excess materials need to be organized and not obstruct means of egress out of the building. A Housekeeping agreement must be signed by all trades.

B. Subpart D - Occupational Health and Environmental Controls

Medical services and first aid OSHA 50(a-g)

Samet requires that in the event an employee is injured on the job, First Aid kits are available for the employee to treat their own injuries. Subcontractor's first aid kits will be near the work area and contents of the kit inspected when brought on site. Subcontractor foreman will notify project superintendent or his representative if employees use first aid items. In the event of a severe injury, 911 will be called. Employees with minor injuries can self-treat their injuries or be taken to a nearby clinic for a medical evaluation and or treatment. As Samet projects sites are all within 15 minutes of a nearby medical facility or an EMS station (which meets the requirement as reasonably accessible), we do not require our associates and subcontractors' employees to be trained in first aid. No employee is required to treat another's wounds. However, in the event "Good Samaritan" assistance is rendered the exposed employee and victim will be evaluated by a medical clinic or doctor for Blood Borne Pathogens exposure control within 24 hours. The exposed employee will receive general blood borne pathogen training pursuant to OSHA 1910.1030 requirements.

C. Subpart E - Personal Protective Equipment and Life Saving Equipment

Personal protective equipment OSHA 95(a-d)

Samet requires its associates and subcontractor employees on all project sites to wear hard hats,



safety glasses, high visibility clothing or vests, work boots, long pants, shirts with 4"sleeves, have hearing protection on their person and wear gloves (based on the hazard) regardless if associates and subcontractor employees are exposed to respective hazards or conditions.

D. Subpart K – Electrical

Samet requires all flexible cords to be three-wire 14 AWG or greater and rated for hard or extra hard use. Cords must be kept off the ground on walkways and means of access/egress to avoid tripping hazards.

E. Subpart L – Scaffolds

Samet requires fall protection (guardrails) on scaffolds at 6 feet and greater in height.

F. Subpart M - Fall Protection

Samet requires workers on low-sloped roofs (4 pitch or less) to be protected from leading edge falls of 6 feet or greater using guardrails or personal fall protection systems. Safety monitoring systems as part of a warning line fall protection system is prohibited. Samet required PFAS to be worn on all Mobile Elevated Working Platforms including scissor's lift.

G. Subpart R - Steel Erection

Samet requires 100% continuous fall protection for heights six (6) feet or greater above a lower level. Workers engaged in steel erection activities to include connecting, bolt-up and decking are **not exempt** from the project's 100% fall protection requirements.

H. Subpart X - Stairways and Ladders

Samet requires all portable ladders to be rated heavy duty Type 1, 1A, or 1AA. **Type II or Type III Ladders (<225 Lbs.) are Prohibited.** The use of aluminum ladders is also prohibited.

Personal fall arrest systems will be required for workers on ladders when the following conditions are present:

- a. Work requires the employee to reach such that the center of the body travels outside the area between the side rails of the ladders.
- b. The ladder is positioned such that its distance to a leading edge or open-sided floor is less than the working height of the ladder.
- c. Employees not maintaining 3 points of contact when climbing the ladder.
- d. Employees working on ladders when it's feasible and would not create an additional hazard to tie off to an approved anchor point when working greater than 6 feet above a lower level on the ladder.

Note: Competent Person shall evaluate conditions that would support tying off on ladders.

Samet adheres to all the below Subparts as written:

Subpart F Fire Protection and Prevention, Subpart G - Signs, Signals, and Barricades, Subpart H - Materials Handling, Storage, Use, and Disposal, Subpart I - Tools - Hand and Power, Subpart J - Welding and Cutting, Subpart N - Helicopters, Hoists, Elevators, and Conveyors, Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations, Subpart P – Excavations, Subpart Q - Concrete and Masonry Construction, Subpart S - Underground Construction, Caissons, Cofferdams, and Compressed Air, Subpart T – Demolition, Subpart U - Blasting and the Use of Explosives, Subpart V - Electric Power Transmission and Distribution, Subpart W - Rollover Protective Structures; Overhead Protection, Subpart Y - Commercial Diving Operations, Subpart Z - Toxic and Hazardous Substances, Subpart AA - Confined Spaces in Construction, Subpart CC - Cranes & Derricks in Construction, 29 CFR 1926.1153 –Respirable Crystalline Silica

Additionally, Samet adheres to the OSHA regulations (Z- 1153) and to 29 CFR 1910 General Industry Standards as referenced in 29 CFR 1926 Construction standards as written.



WTCC – Fire and Rescue Training Center

Quality Control Plan



Subcontractor's Site-Specific Quality Control Plan

Trade Partner	Samet Job No.:	23-878
Attn:	Project Nam	WTCC: F&R Training
	Fax:	
Email:	Scope of Services:	
Phone:		

Email:	Project Start: / /
Phone:	Project Finish: / /

Contractor Quality Team

Quality Control Director:	Coleman Fenton	Ph:	910-777-9995	Email:	cfenton@sametcorp.com
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(Responsible for the overall QA/QC Program for the CONTRACTOR)

Project Superintendent:	TBD	Ph:		Email:	
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(Responsible for this project's specific quality program for the CONTRACTOR)

Site Quality Coordinator:	Superintendent-TBD	Ph:		Email:	
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(Responsible for all inspections and field documentation for this project for the CONTRACTOR)

Trade Partner Quality Team

Operations Manager:		Ph:		Email:	
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(Responsible for the overall QA/QC Program for Trade Partner)

Project Manager:		Ph:		Email:	
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(Responsible for this SSQCP for Trade Partner)

Site Quality Representative:		Ph:		Email:	
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(Responsible for all inspections and field documentation for this SSQCP for Trade Partner)

Trade Partner's Quality Program Objective:

The principal objective of this Site-Specific Quality Control Plan (SSQCP) is to provide the CONTRACTOR and the Owner with the specified materials and high-quality workmanship that meets or exceeds their expectations. To accomplish this, both Samet Corporation's management and its employees are committed to continuous improvement in the quality of the products and services we provide.

This SSQCP has been established to ensure that all work performed by employees and Trade Partners of Samet Corp meet or exceed all contractual and regulatory requirements. Our Quality Team (defined above) takes total responsibility for the implementation of this program and its success for our scope of work on this project.

Quality Control Requirements

Topic	Required Actions & Documentation	Initials
Documentation Control: RFI's COR's	<p>Keep an organized file of all required project documents up to date at all times.</p> <p>Submit timely RFI's.</p> <p><u><i>Include suggestions for best outcome with the RFI.</i></u></p> <p>Submit timely Changes. Include cost, detail and time impacts of all ASI's, RFI's or other Project changes. NO LATE CO's.</p> <p>Communicate with CONTRACTOR when the inspection or test reports will be completed and the frequency of submissions.</p>	
Submittals and 100% Material Verification	<p>Conform to contractual requirements regarding submittals.</p> <p>If the project specifications do not call out what is to be submitted, then Samet Corp will create a list of products to be used. At the time of First Work-in-Place inspection or earlier, field verify that materials conform to the approved material submittal for the materials in question.</p>	
Manufacturer's Application	<p>Confirm the Approved Submitted Material is compatible for with other products that interface with this duct.</p> <p>What does it go on, go in, or what's on it?</p> <p>Confirm interface details.</p>	
Storage & Handling of Materials/Equipment First Delivery	<p>Identify any special requirements and documentation specific to Samet Corp's contract.</p> <p>Execute First Delivery Checklist.</p>	
Pre-installation Meetings	<p>Attend Samet's Pre-Installation Meetings as a primary Trade Partner or coordinating Trade Partner with the Trade Partner's qualified Field Supervisor(s)* performing the work and the Trade Partner's Project Manager and any other key personnel at all Pre-installation Meetings requested.</p> <p>*Includes supervisors for tiered Trade Partners.</p>	
First Work-in-Place Inspections	<p>Manage First Work-in-Place inspections and reviews with CONTRACTOR, Designer, etc. Document Standard of Performance.</p>	
Quality Control Checklists & Special Documentation	<p>Trade specific Inspection Checklists will be utilized on this project. All checklists are to be signed off by Samet Corp's Site Quality Representative (SQR.) All inspection results and documentation will be completed and turned over to the CONTRACTOR at job completion.</p>	
Testing & Inspections	<p>A Testing and Inspection Plan will be prepared by Samet Corp's SQR that lists all specified tests and inspections from the Project Specification for Samet Corp's scope of work.</p> <p>Tests & Inspections will be witnessed by Samet Corp's SQR.</p> <p>Samet Corp's SQR will track all contractual and non-contractual inspections on a Testing & Inspection Log.</p>	
Non-Conformances	<p>Samet Corp will document and notify Trade Partner to rectify all non-conformances. All issues will be corrected per the approved corrective action plan and completed in an acceptable timeframe tracked on a Deficiency Log.</p>	



Subcontractor's Site-Specific Quality Control Plan

Progress Photos	Trade Partner and Samet Corp will take daily progress photos, documented to confirm work complies with Project Requirements.	
As-built Drawings	The master as-built drawing set kept by Samet Corp in the field office will be updated by your field supervisor on a weekly basis, as applicable.	
Close-out and Warranty Procedures	Submit all Close-out Data, complete and timely to Project Requirements. Warranty, Guarantee, Attic Stock, Manufacturer Maintenance Data, and Training – each as may be required. Provide responsive action to Warranty Issues. Manage Warranty issues with a goal of overall Customer Satisfaction.	

Trade Partner's Site Quality Representative (SQR)

Samet Corp Representative



Quality Inspection

Forms



Subcontractor's Site-Specific Quality Control Plan

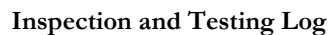
Inspection and Testing Requirements

Item #	Item Description	Inspection Checklist or Inspection Form

Notes: Inspection Checklists and Inspection Report Forms shall be attached.

Signature: _____ Date: _____
Trade Partner's Site Quality Representative (SQR)

Signature: _____ Date: _____
Samet Corp Representative

[illegible]

QUALITY INSPECTION



QUALITY

Date: _____ **Time:** _____ **Project:** _____ **Job No:** _____

Location: _____ **Meet at:** _____

Bid Packages: _____ **Trade Partner(s):** _____

Specification Section(s): _____ **Drawing No(s):** _____

Quality Inspection Sign-Off		
Trade Partner Names:	Trade Partner Signatures	Date:
Attached photos documenting the inspection.		
Photos to be taken by the Trade Partner and Samet Corporation representative.		

QUALITY INSPECTION



QUALITY

Does the area/item Inspected conform to the Contract Documents? **Yes** ☐ **No** ☐

If not, is re-inspection by Samet acceptable for approval? ☐ **Yes** ☐ **No**

Comments: _____

Acceptance Signatures:

Samet _____ **TC** _____

Owner _____ **A/E** _____

QUALITY COORDINATION



QUALITY

The Contractor shall coordinate all Electrical requirements for equipment provided under this Trade Partner's Scope of Work.

Provide a written statement confirming coordination of voltage requirements for all equipment requiring an electrical connection. Statement shall bear the names and signatures of the Trade Partner supplying the equipment and the Electrical contractors. Coordinate location, position, orientation, or other requirements for connecting equipment with Electrical and other trades as may be needed.

VOLTAGE COORDINATION STATEMENT

This statement is to confirm that the voltages of all equipment provided under this Trade Partner's Scope of Work have been coordinated with the Electrical Drawings and Specifications, as well as with the Electrical Contractor.

Trade Partner: _____ Project Manager Name: _____

Project Manager Signature: _____

Date: / /

Electrical Trade Partner: _____ Project Manager Name: _____

Project Manager Signature: _____

Date: / /

Connections:

Who Supplies Disconnects?

Who Wires Disconnects to Power Supply?

Who Wires Disconnects to Equipment?

Who Supplies Fire Alarm Devices? (e.g. - Smoke / Heat Detectors for Duct)

Who Wires Fire Alarm, Security Devices? (e.g. - Tamper Switches, Door Hardware)

Notice:

At the time of discovery of a discrepancy within the Project Documents as regards power requirements, the Trade Partner shall issue a Request for Information identifying the following: Specifications, Drawings, Submittals, or other Project Documents related to the discrepancy. Include specific information as to the nature of the discrepancy and a suggestion for resolving the issue.

(No Changes will be issued for cost or time impacts related to a failure to coordinate the appropriate power requirements for this Trade Partner's Scope of Work.)

QUALITY

COORDINATION OF TRADES

The Contractor shall give full cooperation to other trades and shall furnish all information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.

Coordinate with all preceding trades and follow-on trades related to this Trade Partner's Scope of Work. Confirm compliance of preceding and follow on work to the Work of this Trade Partner with regards to the following:

- Specifications (e.g. – Tolerances match or exceed follow-on trade tolerances.)
- Drawings
- Submittals
- Manufacturer's Applications
- Specified Trade Association / Institute Requirements (e.g. – ACI, AISC, etc.)

Preceding Trade Partner(s): _____ Project Manager Name: _____
Project Manager Signature: _____
Date: / /

Trade Partner: _____ Project Manager Name: _____
Project Manager Signature: _____
Date: / /

Follow-on Trade Partner(s): _____ Project Manager Name: _____
Project Manager Signature: _____
Date: / /

NOTICE:

Notify Samet Corporation in writing at the time of discovery of a discrepancy affecting this Trade Partner's Scope of Work prior to the application of the Work of this Subcontract. Re-assess after corrections are made and execute this document.

(No Changes will be issued for cost or time impacts related to a failure to coordinate with and inspect the preceding or follow on work with this Trade Partner's Scope of Work.)

SCHEDULE REQUIREMENTS

I. Project Construction Schedule

Samet Corporation's Master Project Construction Schedule which has been issued and is part of the Contract Documents illustrates the project schedule plan for this project. Each work activity required for the project is depicted on this schedule and will be updated on a monthly basis or as required by Samet until project completion. Additional work activities, when required, will be added to the project construction schedule as deemed warranted by Samet. Each subcontractor and/or supplier bidding and/or contracted to complete an aspect of this project shall comply with the durations and time frames established by this schedule. Additionally, all subcontractors and suppliers shall comply with project schedule updates and/or additional schedule requirements implemented by Samet during the course of the project to ensure the project is completed on schedule. *The Project Construction Schedule will be strictly enforced by Samet.*

Additionally, it is imperative that each Subcontractor or Supplier intending to bid this project thoroughly review the Project Construction Schedule in conjunction with the Contract Documents and prepare its bid proposal to meet the Project Construction Schedule. The successful Subcontractor(s) or Supplier shall be required to maintain the scheduled activity dates whether by the required forty (40) hour work week, or additional overtime labor and/or additional shifts. If in the opinion of Samet, the Subcontractor or Supplier falls behind schedule, the Subcontractor or Supplier shall be required to increase crew size, work overtime, shift work and/or weekends and provide supplemental equipment as necessary at no additional cost in order to recover the slippage of the schedule. Work hours shall be set by Samet and shall be adhered to by the Subcontractor or Supplier.

If inclement weather is encountered during the regular scheduled work week, weekends (Saturday or Sunday) shall be worked (full day) in order to make up lost time at no additional cost as directed by the Construction Manager.

At a minimum, the work week shall be Monday through Friday, working eight (8) hours per day (7:00 AM to 4:00 PM) with Saturdays or Sundays being a make-up day(s).

II. Short Interval Schedules

"Short Interval Schedules" may also be utilized by Samet's Site Superintendent or Project Manager during the course of the project to compliment the Master Project Construction Schedule. "Short Interval Schedules" will be discussed, reviewed and agreed to during weekly subcontractor / supplier coordination meetings held on site.

Each Subcontractor shall submit a two (2) week Look Ahead Schedule in a format acceptable to the Construction Manager on or before each Monday Morning by 9:00 am for the total duration of the Subcontractors Work. The Construction Manager will review, approve or provide modifications to the proposed two (2) week Look Ahead Schedule as necessary to maintain the project construction schedule.

**PERFORMANCE BOND
(Subcontract)**

KNOW ALL MEN BY THESE PRESENTS, That

(hereinafter called the "Principal"), as Principal and

a corporation organized and existing under the laws of the State of _____
and firmly bound unto

(hereinafter called the "Surety"), as Surety, are held

(hereinafter called the "Obligee"), in the sum of

Dollars(\$ _____).

for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by

for

and; **WHEREAS**, the Principal has entered into a written Subcontract with the Obligee, dated _____ to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms *of* either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Or Secretary's Attest

Witness:

(Principal) (Seal)

(Business Address)

By: _____
(Signature and Title)

(Surety)

(Business Address)

By: _____

**PAYMENT BOND
(Subcontract)**

KNOW ALL MEN BY THESE PRESENTS, That

(hereinafter called the "Principal"), as Principal and

a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto

(hereinafter called the "Obligee"), in the sum of

Dollars (\$ _____).

for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by

for

and;

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____ to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH that, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specification, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extension of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

(Principal) (Seal)

(Business Address)

Or Secretary's Attest

By:

(Signature and Title)

Witness:

(Surety)

(Business Address)

By:

(Signature and Title)

Or Secretary's Attest

**QUICK PAY AGREEMENT
(01600.3)**

For

Project Name: WTCC Fire and Rescue Training Facility

Samet Corporation agrees to provide quick pay to Minority or Women or Socially and Economically Disadvantaged Business Enterprise (MWBE) contractors in connection with the above-named project, to enable the MWBE to meet cash-flow demands. For the purpose of this Agreement, the term "Quick Pay" means a commitment to pay the MWBE within fifteen (15) days after confirmation that performance has been properly completed.

Name of Project
City of Project
Samet Project # XX-XXX



JOINT CHECK AGREEMENT BETWEEN SUBCONTRACTOR AND SUB-SUBCONTRACTOR (01600.4)

THIS AGREEMENT made this _____ day of _____, 20__, by and among:

Subcontractor:

Sub-Subcontractor:

For the establishment of an open account with the Sub-Subcontractor for the purchase of certain materials to be sold by Sub-Subcontractor to Subcontractor and identified for delivery to the following project: _____

Subcontractor and Sub-Subcontractor hereby acknowledge, agree and authorize Samet Corporation to make disbursement of joint-payee checks drawn jointly payable to both the Subcontractor and Sub-Subcontractor. Said joint-payee checks shall be delivered by Samet to Subcontractor who further agrees to endorse same then transmit to Sub-Subcontractor for deposit and credit on the open account.

The Sub-Subcontractor agrees not to apply any portion of the checks issued pursuant to this Agreement to or for any account other than the subcontract and the project involved, shall apply all amounts for credit against materials actually furnished or services actually rendered in connection with the subcontract, and will not rebill any such amounts to Samet Corporation, the Subcontractor, or the owner.

All payments made by joint-payee check shall constitute a credit for or payment of sums due from Samet Corporation to Subcontractor on the designated project.

The obligations of Samet Corporation to the Subcontractor and the Sub-subcontractor, or either of them, under this Agreement, are expressly made subject to the terms of the contract between Samet Corporation and the Subcontractor and to all rights at law or in equity which Samet Corporation has with respect thereto including back charges for defective work, setoffs, or otherwise.

Samet Corporation assumes no obligation or liability to the Subcontractor or the Sub-Subcontractor pursuant to this Agreement. The Subcontractor and the Sub-Subcontractor shall release, indemnify, and hold Samet Corporation harmless from any and all liability, including reasonable attorneys' fees, to any party as a result of complying or failing to comply with the provisions hereof.

To the maximum extent allowed by law, execution of this Agreement shall constitute a waiver by Sub-Subcontractor of all claims, demands, or liens of any sort against the Project, the Owner of the Project, Samet Corporation, and _____ surety and bonds provided by any of the above for labor materials equipment or services provided by Sub-Subcontractor on the Project.

Receipt and negotiation of any referenced check shall constitute evidence of payment of outstanding invoices from Sub-Subcontractor to Subcontractor and will operate as a full release and discharge of all lien or other rights against Samet Corporation by Sub-Subcontractor and Subcontractor to the extent of such payments.

Nothing in this Agreement shall constitute a security interest, guaranty, additional assurance, or grant of any other or further rights against Samet Corporation to either Subcontractor or Sub-Subcontractor.

This Agreement cannot be altered or revoked without the written consent of Samet Corporation.

Unless this Agreement is sooner terminated by mutual agreement by the Subcontractor and Sub-Subcontractor, the Sub-Subcontractor, upon receipt of all amounts owed by Samet Corporation for materials and services furnished on account for the project, shall promptly give written notice to Samet Corporation of the termination of this Agreement.

Sub-Subcontractor:

Subcontractor:

By: _____

By: _____

Title: _____

Title: _____

Name of Project
City of Project
Samet Project # XX-XXX



JOINT CHECK AGREEMENT BETWEEN SUBCONTRACTOR AND SUPPLIER (01600.5)

THIS AGREEMENT made this _____ day of _____, 20____, by and among:

Subcontractor:

Supplier:

For the establishment of an open account with the Supplier for the purchase of certain materials to be sold by Supplier to Subcontractor and identified for delivery to the following project: _____

Subcontractor and Supplier hereby acknowledge, agree and authorize Samet Corporation to make disbursement of joint-payee checks drawn jointly payable to both the Subcontractor and Supplier. Said joint-payee checks shall be delivered by Samet Corporation to Subcontractor who further agrees to endorse same and then transmit to Supplier for deposit and credit on the open account.

The Supplier agrees not to apply any portion of the checks issued pursuant to this Agreement to or for any account other than the subcontract and the project involved, shall apply all amounts for credit against materials actually furnished or services actually rendered in connection with the subcontract, and will not rebill any such amounts to Samet Corporation, the Subcontractor, or the owner.

All payments made by joint-payee check shall constitute a credit for or payment of sums due from Samet Corporation to Subcontractor on the designated project.

The obligations of Samet Corporation to the Subcontractor and the Supplier, or either of them, under this Agreement, are expressly made subject to the terms of the contract between Samet Corporation and the Subcontractor and to all rights at law or in equity which Samet has with respect thereto including back charges for defective work, setoffs, or otherwise.

Samet Corporation assumes no obligation or liability to the Subcontractor or the Supplier pursuant to this Agreement. The Subcontractor and the Supplier shall release, indemnify, and hold Samet Corporation harmless from any and all liability, including reasonable attorneys' fees, to any party as a result of complying or failing to comply with the provisions hereof.

To the maximum extent allowed by law, execution of this Agreement shall constitute a waiver by Supplier of all claims, demands, or liens of any sort against the Project, the Owner of the Project, Samet Corporation, and _____ surety and bonds provided by any of the above for labor materials equipment or services provided by Supplier on the Project.

Receipt and negotiation of any referenced check shall constitute evidence of payment of outstanding invoices from Supplier to Subcontractor and will operate as a full release and discharge of all lien or other rights against Samet Corporation by Supplier and Subcontractor to the extent of such payments.

Nothing in this Agreement shall constitute a security interest, guaranty, additional assurance, or grant of any other or further rights against Samet Corporation to either Subcontractor or Supplier.

This Agreement cannot be altered or revoked without the written consent of Samet Corporation.

Unless this Agreement is sooner terminated by mutual agreement by the Subcontractor and Supplier, the Supplier, upon receipt of all amounts owed by Samet Corporation for materials and services furnished on account for the project, shall promptly give written notice to Samet of the termination of this Agreement.

Supplier:

Subcontractor:

By: _____

By: _____

Title: _____

Title: _____

Company: _____ Project: _____ Date: _____

Weather Conditions: AM _____ PM _____

Temperature: 7:00AM _____ Lunch _____ 4:00PM _____

Manpower Summary

NOTE: Include all sub-tier personnel as well as direct employees

	Total # Employees	Total Manhours	Description
Superintendent			
Foreman			
Journeyman			
Apprentice			
Laborer			
Operator			

Description of Work Activities (IN DETAIL):

Look Ahead Tasks (IN DETAIL):

Safety:	Yes/No	Comments
Have all on-site sub personnel and sub-tiers have attended Samet Safety orientation?		
Were any employees injured today?		
Are there any unsafe conditions to report?		
Is the Daily Pre-Task Plan/Jobsite Checklist attached? (Required)		
Environmental:		
Are there any environmental issues to report?		
Quality Assurance/Control:		
Have all inspections/testing per project specifications been performed, documented, and submitted to Samet Corporation?		

Materials Delivered (IN DETAIL):

Inspections Performed (IN DETAIL):

The information contained herein this report is true and accurate to the best of my knowledge:

Name (Print)

Name (Signature)

Date

GENERAL CONDITIONS OF THE CONTRACT

STANDARD FORM FOR CONSTRUCTION MANAGER-AT-RISK PROJECTS

NORTH CAROLINA

DEPARTMENT OF ADMINISTRATION

STATE CONSTRUCTION OFFICE

Form OC-15CM

This document is intended for use on State capital construction projects and shall not be used on any project that is not reviewed and approved by the State Construction Office. Extensive modification to the General Conditions by means of “Supplementary General Conditions” is strongly discouraged. State agencies and institutions may include special requirements in “Division 1 – General Requirements” of the specifications, where they do not conflict with the General Conditions.

Second Edition January 2013

Revision 1 – May 2024: Article 23.b

GENERAL CONDITIONS OF THE CONTRACT

The use or reproduction of this document or any part thereof is authorized for and limited to use on projects of the State of North Carolina, and is distributed by, through and at the discretion of the State Construction Office, Raleigh, North Carolina, for that distinct and sole purpose.

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ARTICLE 1 - DEFINITIONS

- a. The **contract documents** consist of the Request for Proposal (RFP); Construction Manager's formal response to the RFP; General Conditions of the Contract; special conditions if applicable; Supplementary General Conditions; the drawing and specifications, including all bulletins, addenda or other modifications of the drawings and specifications incorporated into the documents prior to their execution; the contract; the performance bond; the payment bond; insurance certificates; the approval of the attorney general; and the certificate of the Office of State Budget and Management. All of these items together form the contract.
- b. The **Owner** is the State of North Carolina by and through the agency or institution named in the contract..
- c. The **designer** or **project designer** means the firm or firms of architects or engineers or both (and their consultants) which have undertaken to design the project pursuant to a contract with the Owner, (hereinafter, the "design contract").
- d. The **Construction Manager-at-Risk (CM)** **accepts a relationship of trust and confidence between himself and the Owner and undertakes to act as the Owner's fiduciary in the handling and opening of bids in accordance with the provisions of North Carolina General Statute (N.C.G.S.) 143-128.1.** The CM agrees to furnish his best skills and his best judgment to cooperate with the Owner and Designer for undertaking all necessary action contemplated under the contract documents to (a) establish during the design phase a Guaranteed Maximum Price (GMP) to construct the project and (b) ensure timely and quality completion of the project at a cost within the GMP. Construction Manager or CM as used in the contract documents means Construction Manager-at-Risk (CM at Risk).
- e. A **subcontractor**, as the term is used herein, shall be in the case of a principal trade contractor, a general, mechanical, electrical or plumbing contractor or in the case of a specialty contractor, a trade contractor who is not a principal trade contractor, who has entered into a direct contract with a CM, and includes one who furnishes materials worked to a special design in accordance with plans and specifications covered by the contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.
- f. **Written notice** shall be defined as notice in writing delivered in person to the contractor, or to a partner of the firm in the case of a partnership, or to a member of the contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the contracting organization by registered mail.
- g. **Work**, as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate contractor as supervised by the CM.
- h. The **project** is the total construction work to be performed under the contract documents.
- i. **Construction Management Fee** shall be an all inclusive lump sum management fee which will include all Construction Manager-at-Risk home office, project site and project related costs including all Construction Manager-at-Risk overhead costs and profit.
- j. **Change order**, as used herein, shall mean a written order to the CM subsequent to the signing of the contract authorizing a change in the GMP contract. The change order shall be signed by the CM, designer and the Owner, and approved by the State Construction Office, in that order (Article 19).

- k. **Field Order**, as used herein, shall mean a written approval for the CM to proceed with the work requested by Owner prior to issuance of a formal Change Order. The field order shall be signed by the CM, designer, Owner, and State Construction Office (SCO).
- l. **Field Change**, as used herein shall mean a written approval from the Owner for the CM to proceed with work requested by the Owner to be paid for from the CM Contingency or Owner's Project Reserve within the GMP.
- m. **Time of Completion**, as stated in the contract documents, is to be interpreted as consecutive calendar days measured from the date established in the written Notice to Proceed, or such other date as may be established herein (Article 23).
- n. **Liquidated damages**, as stated in the contract documents, is an amount reasonably estimated in advance to cover the consequential damages associated with the Owner's economic loss in not being able to use the Project for its intended purposes at the end of the contract's completion date as amended by change order, if any, by reason of failure of the CM to complete the work within the time specified. Liquidated damages does not include the Owner's extended contract administration costs (including but not limited to additional fees for architectural and engineering services, testing services, inspection services, commissioning services, etc.), such other damages directly resulting from delays caused solely by the CM, or consequential damages that the Owner identified in the bid documents that may be impacted by any delay caused solely by the CM (e.g., if a multi-phased project-subsequent phases, delays in start of other projects that are dependent on the completion of this Project, extension of leases and/or maintenance agreements for other facilities).
- o. **Surety**, as used herein, shall mean the bonding company or corporate body which is bound with and for the CM, and which engages to be responsible for the CM and his acceptable performance of the work.
- p. **Routine written communications between the Designer and the Construction Manager** are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications cannot be identified as "request for information".
- q. **Clarification or Request for information (RFI)** is a request from the CM seeking an interpretation or clarification by the Designer relative to the contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the CM's interpretation or understanding of the contract documents requirements in question, along with reasons for such an understanding.
- r. **Approval** means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.
- s. **Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with contract documents.
- t. **"Equal to" or "approved equal"** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the bidder in all characteristics (physical, functional, and aesthetic) to those specified in the contract documents. Acceptance of equal is subject to approval of the designer and owner.

- u. **“Substitution” or “substitute”** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the bidder would improve competition and/or enhance the finished installation. Acceptance of substitution is subject to the approval of the designer and owner.
- v. **Provide** shall mean furnish and install complete in place, new, clean, operational, and ready for use.
- w. **Indicated and shown** shall mean provide as detailed, or called for, and reasonably implied in the contract documents.
- x. **Special inspector** is one who inspects materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with the approved construction documents and referenced standards.
- y. **Commissioning** is a quality assurance process that verifies and documents that building components and systems operate in accordance to the owner’s project requirements and the project design documents.
- z. **Designer Final Inspection** is the inspection performed by the design team to determine the completeness of the project in accordance with approved plans and specifications. This inspection occurs prior to SCO final inspection.
- aa. **SCO Final Inspection** is the inspection performed by the State Construction Office to determine the completeness of the project in accordance with NC Building Codes and approved plans and specifications.
- bb. **Beneficial Occupancy** is requested by the owner and is occupancy or partial occupancy of the building after all life safety items have been completed as determined by the State Construction Office. Life safety items include but not limited to fire alarm, sprinkler, egress and exit lighting, fire rated walls, egress paths and security.
- cc. **Final Acceptance** is the date in which the State Construction Office accepts the construction as totally complete. This includes the SCO Final Inspection and certification by the designer that all punch lists are completed.

ARTICLE 2 - INTENT AND EXECUTION OF DOCUMENTS

- a. The drawings and specifications are complementary, one to the other. That which is shown on the drawings or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the contract documents, the order of precedence shall be: Form of Contract, specifications, large-scale detail drawings, small-scale drawings.
- b. The wording of the specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

- c. The CM shall execute each copy of the response to RFP, contract, performance bond and payment bond as follows:
 1. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
 2. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
 3. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
 4. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable to each particular member.
 5. All signatures shall be properly witnessed.
 6. If the construction manager's license is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the contract. The title "Licensee" shall appear under his/her signature.
 7. The bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
 8. Each copy of the bonds shall be countersigned by an authorized individual agent of the bonding company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
 9. The seal of the bonding company shall be impressed on each signature page of the bonds.
 10. The CM's signature on the performance bond and the payment bond shall correspond with that on the contract.

ARTICLE 3 - CLARIFICATIONS AND DETAIL DRAWINGS

- a. In such cases where the nature of the work requires clarification by the designer, such clarification shall be furnished by the designer with reasonable promptness by means of written instructions or detail drawings, or both. Clarifications and drawings shall be consistent with the intent of contract documents, and shall become a part thereof.
- b. The CM and the Designer shall prepare, if deemed necessary, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The Designer shall furnish drawings or clarifications in accordance with that schedule. The CM shall not proceed with the work without such detail drawings and/or written clarifications.

ARTICLE 4 - COPIES OF DRAWINGS AND SPECIFICATIONS

The Designer or owner shall furnish free of charge to the CM electronic copies of plans and specifications. If requested by the CM, up to 30 paper copies of plans and specifications will be

provide free of charge,, plus a clean set of black line prints on white paper of all appropriate drawings, upon which the CM shall clearly and legibly record all work-in-place that is at variance with the contract documents. Additional sets shall be furnished at cost, including mailing, to the CM at the request of the CM.

ARTICLE 5 - SHOP DRAWINGS, SUBMITTALS, SAMPLES, DATA

- a. Within fifteen (15) consecutive calendar days of the notice to proceed, a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals shall be prepared by the CM and provided to the designer. This schedule shall indicate the items, relevant specification sections, other related submittal data, and the date when these items will be furnished to the designer.
- b. The CM shall review, approve and submit to the Designer all Shop Drawings, Coordination Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the CM's stamp of approval, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the CM. Submittals shall be presented to the Designer in accordance with the schedule submitted in paragraph (a). so as to cause no delay in the activities of the Owner.
- c. The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies (1 for the Designer, 1 for the owner and 1 for SCO) for his use. The remaining copies of each submittal shall be returned to the CM not later than twenty (20) days from the date of receipt by the Designer, for the CM's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.
- d. Approval of shop drawings by the designer shall not be construed as relieving the CM from responsibility for compliance with the design or terms of the contract documents nor from responsibility of errors of any sort in the shop drawings, unless such error has been called to the attention of the designer in writing by the CM.

ARTICLE 6 - WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

- a. The CM shall maintain, in readable condition at his job office, one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the Designer or his authorized representative, owner or State Construction Office.
- b. The CM shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on project drawings by the CM and submitted to the designer upon project completion and no later than thirty (30) days after acceptance of the project.
- c. The contractor shall maintain at the job office a record of all required tests that have been performed, clearly indicating the scope of work inspected and the date of approval or rejection.

ARTICLE 7 - OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications are instruments of service and remain the property of the Owner. The use of these instruments on work other than this contract without permission of the Owner is prohibited. All copies of drawings and specifications other than contract copies shall be returned to the Owner upon request after completion of the work.

ARTICLE 8 - MATERIALS, EQUIPMENT, EMPLOYEES

- a. The CM shall, unless otherwise specified, supply & pay for all lighting, power, heat, sanitary facilities & water and shall require the Principal Trade and Specialty Contractors to, supply and pay for all labor, transportation, materials, tools, apparatus, scaffolding and incidentals necessary for the completion of his work, and to install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same. The CM shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.
- b. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
- c. Upon notice, the CM shall furnish evidence from the the Principal Trade and Specialty Contractors as to quality of materials.
- d. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the CM through the Principal Trade or Specialty Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the CM through the Principal Trade or Specialty Contractor has the option of using any product and manufacturer combination listed. However, the CM through the Principal Trade or Specialty Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. The CM shall be responsible for reviewing all substitution requests from Principal Trade or Specialty Contractors prior to submission to the Project Designer and Owner and shall track & monitor all such requests. Requests for substitution of materials, items, or equipment shall be submitted to the Project Designer for approval or disapproval; such approval or disapproval shall be made by the designer prior to the opening of bids. Alternate materials may be requested after award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and the owner approves.
- e. The CM shall obtain written approval from the designer for the use of products, materials, equipment, assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered.

- f. The Designer is the judge of equality for proposed substitution of products, materials or equipment.
- g. If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the Owner or Designer, or if any workman be considered detrimental to the work, the CM shall order such parties removed immediately from grounds.

ARTICLE 9 - ROYALTIES, LICENSES AND PATENTS

It is the intention of the contract documents that the work covered herein will not constitute in any way infringement of any patent whatsoever unless the fact of such patent is clearly evidenced herein. The CM shall protect and save harmless the Owner against suit on account of alleged or actual infringement. The CM shall pay all royalties and/or license fees required on account of patented articles or processes, whether the patent rights are evidenced hereinafter.

ARTICLE 10 - PERMITS, INSPECTIONS, FEES, REGULATIONS

- a. The CM shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the CM observes that the drawings and specifications are at variance therewith, he shall promptly notify the Designer in writing. Any necessary changes required after contract award shall be made by change order in accordance with Article 19. If the CM performs any work or authorizes any work to be performed knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the designer, he shall bear all cost arising there from. Additional requirements implemented after bidding will be subject to equitable negotiations.
- b. All work under this contract shall conform to the North Carolina State Building Code and other State, local and national codes as are applicable. The cost of all required inspections and permits shall be the responsibility of the CM unless otherwise specified.
- c. Projects constructed by the State of North Carolina or by any agency or institution of the State are not subject to inspection by any county or municipal authorities and are not subject to county or municipal building codes. The CM shall, however, cooperate with the county or municipal authorities by obtaining building permits. Permits shall be obtained at no cost.
- d. Projects involving local funding (Community Colleges) are also subject to county and municipal building codes and inspection by local authorities. The CM shall pay the cost of these permits and inspections unless otherwise specified.

ARTICLE 11 - PROTECTION OF WORK, PROPERTY AND THE PUBLIC

- a. The CM shall be responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or designer, and by laws or ordinances governing such conditions. The CM shall be responsible for any damage to the Owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The CM shall be responsible for and pay for any damages caused to the Owner. The CM shall have access to the project at all times.

- b. The CM shall be responsible to cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.
- c. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Designer.
- d. The CM shall ensure that all trees and shrubs designated to remain in the vicinity of the construction operations are protected in accordance with the requirements of the plans and specifications. All walks, roads, etc., shall be barricaded as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
- e. The CM shall develop and implement a project safety plan that provides all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. The CM shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. The CM shall insure that protection is provided against damage or injury resulting from falling materials and that all protective devices and signs be maintained throughout the progress of the work.
- f. The CM shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by N.C.G.S. 95-126 through 155.
- g. The CM shall designate a responsible person of his organization as safety officer/inspector to inspect the project site for unsafe health and safety hazards, to report these hazards to the contractor for correction, and whose duties also include accident prevention on the project, and to provide other safety and health measures on the project site as required by the terms and conditions of the contract. The name of the safety inspector shall be made known to the designer and owner at the time of the preconstruction conference and in all cases prior to any work starting on the project.
- h. In the event of an emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the CM is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the CM on account of such action shall be determined as provided for under Article 19(b).
- i. Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

ARTICLE 12 - SEDIMENTATION POLLUTION CONTROL ACT OF 1973

- a. Any land-disturbing activity performed by the CM or any Principal Trade or Specialty Contractor in connection with the project shall comply with all erosion control measures set

forth in the contract documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

- b. Upon receipt of notice that a land-disturbing activity is in violation of said act, the CM shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.
- c. The CM shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- d. To the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is attributable to a violation of the Sedimentation Pollution Control Act. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

ARTICLE 13 - INSPECTION OF THE WORK

- a. It is a condition of this contract that the work shall be subject to inspection during normal working hours by the designer, designated official representatives of the Owner, State Construction Office and those persons required by state law to test special work for official approval. The CM shall therefore provide safe access to the work at all times for such inspections.
- b. All instructions to the CM will be made only by or through the designer or his designated project representative. Observations made by official representatives of the Owner shall be conveyed to the designer for review and coordination prior to issuance to the CM.
- c. The CM shall perform quality control inspections on the work of Principal Trade and Specialty Contractors to guard the Owner against defects and deficiencies in the work and shall coordinate this activity with the on-site duties of the Project Designer. The CM shall advise the Project Designer of any apparent variation and/or deviation from the intent of the Contract Documents and shall take the necessary action to correct such variations and deviations.
- d. All work shall be inspected by designer, special inspector and/or State Construction Office prior to being covered by the contractor. The CM shall give a minimum two weeks notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the CM.
- e. Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the CM shall give adequate notice to the Project Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Project Designer. Such special tests or inspections will be made in the presence of the Project Designer, or his authorized representative, and it shall be the CM's responsibility to serve ample notice of such tests.

- f. All laboratory tests shall be paid by the Owner unless provided otherwise in the contract documents except the CM shall pay for laboratory tests to establish design mix for concrete and for additional tests to prove compliance with contract documents where materials have tested deficient except when the testing laboratory did not follow the appropriate ASTM testing procedures.
- g. Should any work be covered up or concealed prior to inspection and approval by the Project Designer and/or (SCO) such work shall be uncovered or exposed for inspection, if so requested by the Project Designer or SCO in writing. Inspection of the work will be made promptly upon notice from the CM. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the CM.

ARTICLE 14 - CONSTRUCTION SUPERVISION AND SCHEDULE

- a. On-site representatives of the CM shall manage the work of the Principal Trade and Specialty Contractors and coordinate the work with the activities of the Owner and Project Designer to complete the project with the Owner's objectives of cost, time and quality. Throughout the progress of the work, the CM shall maintain a competent and adequate full-time staff approved by the Owner and Project Designer. It is understood that the designated and approved on-site representative of the CM will remain on the job and in responsible charge as long as those persons remain employed by the CM unless otherwise requested or agreed to by the Owner. The CM shall establish an on-site organization with appropriate lines of authority to act on behalf of the CM. Instructions, directions or notices given to the designated on-site authority shall be as binding as if given to the CM. However, directions, instructions, and notices shall be confirmed in writing.
- b. The CM shall examine and study the drawings and specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the drawings or specifications, he shall report them to the designer without delay. He will not be held responsible for discrepancies in the drawings and/or specifications, but shall be held responsible to report them should they become known to him.
- c. The CM shall call and preside over monthly job site progress conferences. All Principal Trade and Specialty Contractors shall be represented at these job progress conferences by both home office and project personnel. The CM shall require attendance from other subcontractors and material suppliers who can contribute toward maintaining required job progress. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the project within the specified contract time. The CM shall be prepared to assess progress of the work and to recommend remedial measures for correction of progress as may be appropriate. The CM with assistance from the Designer shall be the coordinator of the conferences and shall preside as chairman. The CM shall turn over a copy of his daily reports to the Designer and Owner at the job site progress conference. Owner will determine daily report format.
- d. The CM shall employ an engineer or a land surveyor licensed in the State of North Carolina to lay out the work and to establish a bench mark nearby in a location where same will not be disturbed and where direct instruments sights may be taken.

- e. Prior to bidding, it shall be the responsibility of the CM to prepare an electronic and paper copy of a preliminary critical path method (CPM) schedule and submit such schedule to the Project Designer for his review and comment in sufficient time to allow revisions prior to inserting said schedule into the Principal Trade and Specialty Contractors' bid packages. After contract award but prior to thirty (30) days from the date of the notice to proceed, the CM shall obtain from the Principal Trade and Specialty Contractors their respective work activities and integrate them into a project construction schedule in CPM form. The resulting CPM schedule shall show all salient features of the work required for construction of the project from start to finish within the time allotted by the contract. The time in days between the CM's early completion date and the contractual completion date is project float time and shall be used as such by the CM unless amended by change order. The CM shall submit to the Project Designer an electronic and paper copy of the final CPM schedule after contracts are executed but within fifteen (15) days prior to the written notice to proceed. The Project Designer after reviewing and commenting on the project CPM schedule shall submit it to the Owner for approval. No application for payment will be processed until the project CPM schedule is approved by the Owner. No monthly application for payment will be processed without the submission of an electronic and paper copy of the CPM schedule attached.
- f. The CPM schedule shall be a complete computer generated network analysis showing the complete sequence of construction activities, identifying the work of separate stages and other logically grouped activities, indicating early and late start and early and late finish dates, float duration and a complete logic. Monthly updates will show the estimated completion of each activity.
- g. The CM shall distribute to the principal trade and specialty contractors the approved project CPM schedule and shall display same at the job site.
- h. The CM shall maintain the project CPM schedule, making monthly adjustments, updates, corrections, etc., which are necessary to finish the project within the time allotted by the contract. In doing so, the CM shall keep the designer as well as all Principal Trade and Specialty Contractors fully informed as to all changes and updates to the schedule. The CM shall submit to the Project Designer a monthly report of the status of all work activities. The monthly status report shall show the actual work completed to date in comparison with the original amount of work scheduled. If the work is behind schedule, the CM must indicate in writing what measures are being taken to bring the work back on schedule and ensure that the contract completion date is not exceeded. If the work is greater than thirty (30) days behind schedule and no legitimate requests for time extensions are in process, then the CM shall prepare and submit to the Project Designer a recovery schedule for review and approval. Failure of the CM to abide by the directives in this paragraph will give the Owner cause to exercise the remedies set forth in Article 29 of the General Conditions and pursue any other legal remedies allowed it by law.

ARTICLE 15 – {NOT USED}

ARTICLE 16 - PRINCIPAL TRADE AND SPECIALTY CONTRACTS AND CONTRACTORS

- a. Principal Trade and Specialty Contractors shall be pre-qualified by the CM. The prequalification criteria shall be determined by the Owner and CM to address quality, performance, the time specified in the bids for performance of the contract, the cost of construction oversight, time for completion, capacity to perform, and any other factors deemed appropriate by the Owner and/or CM. Basic qualification information from Principal Trade and Specialty Contractors shall be requested on the standard State of North Carolina

Prequalification Form approved by the State Building Commission. Only pre-qualified contractors are allowed to bid to and contract with the CM on a project.

- b. All bids for Principal Trade and Specialty Contracts shall be publically advertised and shall be opened publically in a public venue, and once opened, shall be public records under N.C.G.S. 132. The CM shall award the contract to the lowest responsible, responsive bidder, taking into consideration quality, performance, the time specified in the bids for performance of the contract, the time for completion, compliance with N.C.G.S. 143-128.2, and other factors deemed appropriate by the Owner and advertised as part of the bid solicitation. When contracts are awarded pursuant to this section, the Owner shall provide for a dispute resolution procedure as provided by N.C.G.S. 143-128(f1). Once Principal Trade and Specialty Contractors are in place, the CM shall provide copies of the contracts to the Project Designer and also provide a list of equipment and material suppliers.
- c. A CM may perform a portion of the work only if (a) bidding produces no responsible, responsive bidder for that portion of the work, or (b) the lowest responsible, responsive bidder will not execute a contract for the bid portion of the work, or the Principal Trade or Specialty Contractor defaults and a prequalified replacement cannot be obtained in a timely manner, and (c) the Owner approves performance of the work by the CM.
- d. The Designer will furnish to any Principal Trade or Specialty Contractor, upon request, evidence regarding amounts of money paid to the CM on account of the work of the Principal Trade or Specialty Contractor.
- e. The CM is and remains fully responsible for his own acts or omissions as well as those of any Principal Trade or Specialty Contractor or of any employee of either. The CM agrees that no contractual relationship exists between the Principal Trade and Specialty Contractors and the Owner in regard to the contract, and that the Principal Trade and Specialty Contractors act on this work as an agent or employee of the CM.

ARTICLE 17 - CONSTRUCTION MANAGER AND SUBCONTRACTOR RELATIONSHIPS

The CM agrees that the terms of these contract documents shall apply equally to each Principal Trade and Specialty Contractor as to the CM, and the CM agrees to take such action as may be necessary to bind each Principal Trade and Specialty Contractor to these terms. The CM further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to CM-subcontractor relationships, and that payments to Principal Trade and Specialty Contractors shall be made in accordance with the provisions of N.C.G.S. 143-134.1 titled "Interest on final payments due to prime contractors: payments to subcontractors".

- a. On all public construction contracts which are let by a board or governing body of the state government or any political subdivision thereof, except contracts let by the Department of Transportation pursuant to N.C. G.S. 136-28.1, the balance due the CM shall be paid in full within 45 days after respective prime contracts of the project have been accepted by the Owner, certified by the architect, engineer or designer to be completed in accordance with terms of the plans and specifications, or occupied by the Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting engineer in charge of the project determines that delay in completion of the project in accordance with terms of the plans and specifications is the fault of the CM, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45 day limit. Should final

payment to the CM beyond the date such contracts have been certified to be completed by the Project Designer, accepted by the Owner, or occupied by the Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said CM shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due the CM during construction shall be paid in accordance with the payment provisions of the contract documents or said CM shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a contract exists, and where the Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

- b. Within seven days of receipt by the CM of each periodic or final payment, the CM shall pay the Principal Trade and Specialty Contractors based on work completed or service provided under their contract with the CM. Should any periodic or final payment to a Principal Trade or Specialty Contractor be delayed by more than seven days after receipt of periodic or final payment by the CM, the CM shall pay the Principal Trade or Specialty Contractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.
- c. The percentage of retainage on payments made by the CM to the Principal Trade and Specialty Contractors shall not exceed the percentage of retainage on payments made by the Owner to the CM. Any percentage of retainage on payments made by the CM to the Principal Trade or Specialty Contractors that exceeds the percentage of retainage on payments made by the Owner to the CM shall be subject to interest to be paid by the CM to the Principal Trade or Specialty Contractor at the rate of one percent (1%) per month or fraction thereof.
- d. Nothing in this section shall prevent the CM at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to a Principal Trade or Specialty Contractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of the Principal Trade or Specialty Contractor to make timely payments for labor, equipment and materials; damage to CM or another subcontractor; reasonable evidence that a Principal Trade or Specialty Contract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by Owner.

ARTICLE 18 - DESIGNER'S STATUS

- a. The Project Designer shall provide liaison and necessary inspection of the work to ensure compliance with plans and specifications. He is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The Project Designer is the impartial interpreter of the contract documents, and, as such, he shall exercise his powers under the contract to enforce faithful performance by both the Owner and the CM, taking sides with neither.

- c. Should the Project Designer cease to be employed on the work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Project Designer.
- d. The Project Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The Project Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The CM shall provide facilities for such access so the Designer may perform his functions under the contract documents.
- f. Based on the Project Designer's inspections and evaluations of the project, the Project Designer shall issue interpretations, directives and decisions as may be necessary to assist the CM in the administration of the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the contract. The CM's decisions, however, relating to means and methods, and administration of the contracts the CM holds are final.

ARTICLE 19 - CHANGES IN THE WORK

- a. The Owner may have changes made in the work covered by the contract. These changes will not invalidate and will not relieve or release the CM from any guarantee given by him pertinent to the contract provisions. These changes will not affect the validity of the guarantee bond and will not relieve the surety or sureties of said bond. All extra work shall be executed under conditions of the original contract.
- b. Except in an emergency endangering life or property, no change shall be made by the contractor except upon receipt of approved change order or written field order from the designer, countersigned by the owner and the state construction office authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

A field order, transmitted by fax or hand-delivered, may be used where the change involved impacts the critical path of the work. A formal change order shall be issued as expeditiously as possible.

The CM may be requested to make a change to the work by the Project Designer and Owner where such work is to be funded by the CM Contingency or Project Reserve that is part of the GMP contract. Such a change must be documented in the same manner as a Change Order and must be authorized in writing by the Project Designer and Owner by a Field Change document.

In the event of emergency endangering life or property, the CM may be directed to proceed on a time and material basis whereupon the CM shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, the CM and Principal Trade and Specialty Contractors are restricted to the use of the following methods:
 - 1. Where the extra work involved is covered by unit prices quoted in the proposal, the value of the change shall be computed by application of unit prices based on quantities,

estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph c2 herein. If neither party elects to proceed under c2, then unit prices shall apply.

2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined for a Principal Trade or Specialty Contractor and all multi-tier subcontractors shall not exceed fifteen percent (15%) of **net cost** of the work. No allowance for overhead and profit will be allowed for the CM until the change orders aggregate to a sum in excess of five percent (5%) of the Cost of the Work portion of the GMP. Once this threshold is met the CM may add an overhead & profit allowance not to exceed four percent (4%) of the net cost of the change order. Change orders to the GMP which authorize additional phases of a project without a change in scope of the originally intended project will not be considered in establishing the threshold for additional CM overhead & profit. Under Method "c (1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
 1. The actual costs of materials and supplies incorporated or consumed as part of the project;
 2. The actual costs of labor expended on the project site;
 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the project;
 5. The actual costs of premiums for bonds, insurance, permit fees and sales or use taxes related to the project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.
- f. Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods.

All change orders shall be supported by a breakdown showing method of arriving at net cost as defined above.

- g. In all change orders, the procedure will be for the Project Designer to request proposals for the change order work in writing. The CM will require the Principal Trade and Specialty Contractors to provide such proposals and supporting data in suitable format and will review and approve such change orders prior to submission to the designer. The Project Designer shall verify correctness. Within fourteen (14) days after receipt of the CM's proposal, the Project Designer shall prepare the change order and forward to the CM for his signature or otherwise respond, in writing, to the CM's proposal. Within seven (7) days after receipt of the change order executed by the CM, the Project Designer shall, certify the change order by his signature, and forward the change order and all supporting data to the Owner for the Owner's signature. The Owner shall execute the change order and forward to the State Construction Office for final approval, within seven (7) days of receipt. The State Construction Office shall act on the change order within seven (7) days. Upon approval by the State Construction Office, one copy remains with the State Construction Office, and the remaining copies are sent to the Project Designer for distribution to the Owner(s), CM and the surety. In case of emergency or extenuating circumstances, approval of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.
- h. At the time of signing a change order, the CM shall be required to certify as follows:

"I certify that my bonding company will be notified forthwith that my contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety."
- i. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.
- j. If, during the progress of the work, the Owner requests a change order and the CM's terms are unacceptable, the Owner, with the approval of the State Construction Office, may require the CM to perform such work on a time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the work requested in the change order.

ARTICLE 20 - CLAIMS FOR EXTRA COST

- a. Should the CM consider that as a result of any instructions given in any form by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The CM shall not proceed with the work affected until further advised, except in emergency involving the safety of life or property, which condition is covered in Article 19(b) and Article 11(h). No claims for extra compensation will be considered unless the claim is so made. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. The CM shall not act on instructions received by him from persons other than the Project Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Project Designer will not be responsible for misunderstandings claimed by the CM of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the

contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

- c. Should a claim for extra compensation that complies with the requirements of (a) above by the CM be denied by the Project Designer or Owner, and cannot be resolved by a representative of the State Construction Office, the CM may request a mediation in connection with N.C.G.S. 143-128(f1) in the dispute resolution rules adopted by the State Building Commission (1 N.C.A.C. 30H .0101 through .1001). If the CM is unable to resolve its claims as a result of mediation, then the CM may pursue his claim in accordance with the provisions of N.C.G.S. 143-135.3, or G.S. 143-135.6 where Community Colleges are the owner, and the following:
 1. A CM who has not completed a contract with a state agency or institution for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the CM claims is due. The Director may deny, allow or compromise the claim, in whole or in part. A claim under this subsection is not a contested case under N.C.G.S. Chapter 150B.
 2. (a) A CM who has completed a contract with a State agency or institution for construction or repair work and who has not received the amount he claims is due under the contract may submit a verified written claim to the Director of the State Construction Office of the Department of Administration for the amount the CM claims is due. The claim shall be submitted within sixty (60) days after the CM receives a final statement of the board's disposition of his claim and shall state the factual basis for the claim.
 - (b) The Director shall investigate a submitted claim within ninety (90) days of receiving the claim, or within any longer time period upon which the Director and the CM agree. The CM may appear before the Director, either in person or through counsel, to present facts and arguments in support of his claim. The Director may allow, deny or compromise the claim, in whole or in part. The Director shall give the CM a written statement of the Director's decision on the CM's claim.
 - (c) A CM who is dissatisfied with the Director's decision on a claim submitted under this subsection may commence a contested case on the claim under Chapter 150B of the General Statutes. The contested case shall be commenced within sixty (60) days of receiving the Director's written statement of the decision.
 - (d) As to any portion of a claim that is denied by the Director, the CM may, in lieu of the procedures set forth in the preceding subsection of this section, within six (6) months of receipt of the Director's final decision, institute a civil action for the sum he claims to be entitled to under the contract by filing a verified complaint and the issuance of a summons in the Superior Court of Wake County or in the superior court of any county where the work under the contract was performed. The procedure shall be the same as in all civil actions except that all issues shall be tried by the judge, without a jury.

ARTICLE 21 - MINOR CHANGES IN THE WORK

The Project Designer will have the authority to order minor changes in the work not involving an adjustment in the contract sum or time for completion, and not inconsistent with the intent of the contract documents. Such changes shall be effected by written order, copied to the State Construction Office, and shall be binding on the Owner and the CM.

ARTICLE 22 - UNCORRECTED FAULTY WORK

Should the correction of faulty or damaged work be considered inadvisable or inexpedient by the Owner and the Project Designer, the Owner shall be reimbursed by the CM. A change order will be issued to reflect a reduction in the contract sum.

ARTICLE 23 - TIME OF COMPLETION, DELAYS, EXTENSION OF TIME

- a. The final completion date will be as determined by the Owner, Designer and CM during the pre-construction phase of the project and will be incorporated into the contract for construction services between the Owner and the CM.
- b. The CM shall commence work to be performed under this agreement on a date to be specified in a written Notice to Proceed from the Project Designer and shall fully complete all work hereunder within the time of completion specified. For each day in excess of the above number of days, the CM shall pay the Owner the sum stated as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of the CM to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. Should the work be delayed by both the owner and contractor, liquidated damages shall be apportioned to reflect the delays of each party. In the case of concurrent delays, contractor caused delays shall be accounted for before owner and designer caused delays.
- c. If the CM is delayed at any time in the progress of his work by any act or negligence of the Owner or the Project Designer, or by any employee of either; by changes ordered in the work; by labor disputes at the project site; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the contractor's control; or by any other causes which the designer and Owner determine may justify the delay, then the contract time may be extended by change order for the time which the designer and Owner may determine is reasonable.

Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the CM reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

- d. Request for extension of time shall be made in writing to the designer, copies to the owner and SCO, within twenty (20) days following cause of delay. In case of continuing cause for delay, the CM shall notify the designer copies to the owner and SCO, of the delay within twenty (20) days of the beginning of the delay and only one claim is necessary.
- e. The CM shall notify his surety in writing of extension of time granted.
- f. No claim shall be allowed on account of failure of the Project Designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. See Article 5c. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

ARTICLE 24 - PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Should the owner request a utilization of a building or portion thereof, the designer shall perform a designer final inspection of area after being notified by the contractor that the area is ready for such. After the contractor has completed designer final inspection punch list and the designer has verified, then the designer shall schedule a beneficial occupancy inspection at a time and date acceptable to the owner, contractor(s) and State Construction Office. If beneficial occupancy is granted by the State Construction Office, in such areas the following will be established:
 - 1. The beginning of guarantees and warranties period for the equipment necessary to support. in the area.
 - 2. The owner assumes all responsibilities for utility costs for entire building.
 - 3. Contractor will obtain consent of surety.
 - 4. Contractor will obtain endorsement from insurance company permitting beneficial occupancy.
- c. The Owner shall have the right to exclude the CM from any part of the project which the Project Designer has so certified to be substantially complete, but the Owner will allow the CM reasonable access to complete or correct work to bring it into compliance with the contract.
- d. Occupancy by the Owner under this article will in no way relieve the CM from his contractual requirement to complete the project within the specified time. The contractor will not be relieved of liquidated damages because of beneficial occupancy. The designer may prorate liquidated damages based on the percentage of project occupied.

ARTICLE 25 - FINAL INSPECTION, ACCEPTANCE, AND PROJECT CLOSEOUT

- a. Upon notification from the CM that the project is complete and ready for inspection, the Project Designer shall make a designer final inspection to verify that the project is complete and ready for SCO final inspection. Prior to SCO final inspection, the CM shall ensure that all items requiring corrective measures noted at the designer final inspection are complete.

The Project Designer shall schedule an SCO final inspection at a time and date acceptable to the Owner, the CM and the State Construction Office.

- b. At the SCO final inspection, the designer and his consultants shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the contract documents. At the conclusion of the SCO final inspection, the designer and State Construction Office representative shall make the following determinations:
 - 1. That the project is completed and accepted.
 - 2. That the project is accepted subject to the correction of the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of SCO final inspection or the Owner may invoke Article 28, Owner's Right to Do Work.
 - 3. That the project is not complete and another date for a final inspection will be established.
- c. Within fourteen (14) days of acceptance per Paragraph c1 or within fourteen (14) days after completion of punch list per Paragraph c2 above, the Project Designer shall certify the work and issue applicable certificate(s) of compliance.
- d. Any discrepancies listed or discovered after the date of SCO final inspection and acceptance under Paragraphs c1 or c2 above shall be handled in accordance with Article 42.
- e. The date of acceptance will establish the following:
 - 1. The beginning of guarantees and warranties period.
 - 2. The date on which the CM's insurance coverage for public liability, property damage and builder's risk may be terminated.
 - 3. That no liquidated damages (if applicable) shall be assessed after this date.
 - 4. The termination date of utility cost to the CM (if applicable).
- f. **Prior to issuance of final acceptance date, the contractor shall have his authorized representatives visit the project and give full instructions to the designated personnel regarding operating, maintenance, care, and adjustment of all equipment and special construction elements. In addition, the contractor shall provide to the owner a complete instructional video (media format acceptable to the owner) on the operation, maintenance, care and adjustment of all equipment and special construction elements.**

ARTICLE 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Any work, materials, fabricated items or other parts of the work which have been condemned or declared not in accordance with the contract by the designer shall be promptly removed from the work site by the CM, and shall be immediately replaced by new work in accordance with the contract at no additional cost to the Owner. Work or property of the Owner, damaged or destroyed by virtue of such faulty work, shall be made good at the expense of the CM.
- b. Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Project Designer, and shall make satisfactory progress until completed.

- c. Should the CM fail to proceed with the required corrections, then the Owner may complete the work in accordance with the provisions of Article 28.

ARTICLE 27 - CORRECTION OF WORK AFTER FINAL PAYMENT

See Article 35, Performance Bond and Payment Bond, and Article 42, Guarantee. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the contract, nor any other act or instrument of the Owner, nor the Project Designer, shall relieve the CM from responsibility for negligence, or faulty material or workmanship, or failure to comply with the drawings and specifications. The CM shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Article 42, Guarantee. The Owner will report any defects as they may appear to the CM and establish a time limit for completion of corrections by the CM. The Owner will be the judge as to the responsibility for correction of defects.

ARTICLE 28 - OWNER'S RIGHT TO DO WORK

If, during the progress of the work or during the period of guarantee, the CM fails to prosecute the work properly or to perform any provision of the contract, the Owner, after seven (7) days written notice sent by certified mail, return receipt requested, to the CM from the designer, may perform or have performed that portion of the work. The cost of the work may be deducted from any amounts due or to become due to the CM, such action and cost of same having been first approved by the Project Designer. Should the cost of such action of the Owner exceed the amount due or to become due the CM, then the CM or his surety, or both, shall be liable for and shall pay to the Owner the amount of said excess.

ARTICLE 29 - ANNULMENT OF CONTRACT

If the CM fails to begin the work under the contract within the time specified or fails to establish a GMP or obtain bids from or enter into contracts with qualified Principal Trade or Specialty Contractors within the GMP, or the progress of the work is not maintained on schedule, or the work is not completed within the time above specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work, or if the CM shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the CM and his surety of such delay, neglect or default, specifying the same, and if the CM within a period of seven(7) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this contract in default, and, thereupon, the surety shall promptly take over the work and complete the performance of this contract in the manner and within the time frame specified. In the event the surety shall fail to take over the work to be done under this contract within seven(7) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of said CM, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said contract in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the

work under contract, shall be deducted from any monies due or which may become due said CM and surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the contract, if it had been completed by said CM, then the said CM and surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the contract, then the CM and the surety shall be liable and shall pay to the Owner the amount of said excess.

ARTICLE 30 – CONSTRUCTION MANAGER’S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

- a. Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the CM, or if the Owner should fail or refuse to make payment on account of a certificate issued by the designer within forty-five (45) days after receipt of same, then the CM, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the Owner and the designer, may suspend operations on the work or terminate the contract.
- b. The Owner shall be liable to the CM for the cost of all materials delivered and work performed on this contract plus ten (10) percent overhead and profit and shall make such payment. The designer shall be the judge as to the correctness of such payment.

ARTICLE 31 - REQUEST FOR PAYMENT

- a. Not later than the fifth day of the month, the CM shall submit to the designer a request for payment for work done during the previous month. The request shall be in the form agreed upon between the CM and the designer, but shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the contract with the following information:
 1. Total of contract including change orders.
 2. Value of work completed to date.
 3. Less five percent (5%) retainage, provided however, that after fifty percent (50%) of the CM's work has been satisfactorily completed on schedule, with approval of the owner and the State Construction Office and written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule.
 4. Less previous payments.
 5. Current amount due.
- b. Prior to submitting the first payment request, the CM shall prepare a schedule showing a breakdown of the contract price into values of the various parts of the GMP contract. The Cost of the Work breakdown will be arranged so as to facilitate payments to the Principal Trade and Specialty Contractors in accordance with Article 17. The combined CM Construction Management Fee, Bonds & Insurance, CM Contingency, and Project Reserve (if any) will be shown on the Schedule of values as separate lines. The values for the CM Contingency and Project Reserve (if any) will move to appropriate lines within the Cost of the Work as those funds are committed and expended. This schedule of values will be submitted to & approved by the designer and Owner within 30 days of the Notice to Proceed.

The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the designer and Owner may require.

- c. Applications for payment shall be in a form agreed upon by the CM, designer and Owner and shall be prepared and supported by such data to substantiate the accuracy of the request as the designer may require.
- d. Subject to other provisions of the contract documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the GMP properly allocable to completed work as determined by multiplying the percentage completion of each portion Cost of the Work by the share of the GMP allocated to that portion of the work in the schedule of values.
 - 2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work or if approved in advance by the Owner, suitably stored off site at a location agreed upon in writing.
 - 3. Subtract the aggregate of previous payments made by the Owner.
 - 4. Subtract the amount, in any, by which the CM has been previously overpaid, as evidenced by the Owner's review of the CM's documentation.
 - 5. Subtract amounts, if any, for which the Project Designer has withheld or nullified a certificate of payment.
 - 6. Subtract retainage as per paragraph (h) below.
 - 7. Add the amount due for the CM Construction Management Fee calculated on the basis the percentage completion of the project or on a schedule of payment negotiated with the Owner less fifteen percent (15%) and less previous payments for CM Construction Management Fee.
- e. Payment allocated to Principal Trade and Specialty Contractors shall be subject to five percent (5%) retainage, provided, however that after fifty percent (50%) of the Cost of the Work has been satisfactorily completed on schedule, with the approval of the Owner and the State Construction Office and with written consent of the surety, further requirements for retainage will be waived only so long as work continues to be completed satisfactorily and on schedule. The balance of the CM Construction Management Fee shall be held by the Owner until satisfactory completion and close out of the project. Satisfactory completion and close out of the project means that the Owner and Project Designer are satisfied that the project has been completed in accordance with the plans and specifications and within the GMP, all general conditions of the contract pertaining to close out have been satisfied, and all Principal Trade and Specialty Contractors have satisfactorily completed their respective contracts. No retainage will be held for the cost of Bonds and Insurance
- f. When payment is made on account of stored materials and equipment, such materials must be stored on the owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the owner's title to such materials and equipment. Such payments will be made only for materials that have been customized or fabricated specifically for this project. Raw materials or commodity products including but not limited to piping, conduit, CMU, metal studs and gypsum board may not be submitted. Responsibility for such stored materials and equipment shall remain with the CM regardless

of ownership title. Such stored materials and equipment shall not be removed from the owner's property. Should the space for storage on-site be limited, the CM, at his option, shall be permitted to store such materials and/or equipment in a suitable space off-site. Should the CM desire to include any such materials or equipment in his application for payment, they must be stored in the name of the owner in an independent, licensed, bonded warehouse approved by the designer, owner and the State Construction Office and located as close to the site as possible. The warehouse selected must be approved by the CM's bonding and insurance companies; the material to be paid for shall be assigned to the owner and shall be inspected by the designer. Upon approval by the designer, owner and SCO of the storage facilities and materials and equipment, payment therefore will be certified. Responsibility for such stored materials and equipment shall remain with the CM. Such stored materials and equipment shall not be moved except for transportation to the project site. Under certain conditions, the designer may approve storage of materials at the point of manufacture, which conditions shall be approved by the designer, the owner and the State Construction Office prior to approval for the storage and shall include an agreement by the storing party which unconditionally gives the State absolute right to possession of the materials at anytime. Bond, security and insurance protection shall continue to be the responsibility of the CM.

- g. In the event of beneficial occupancy, retainage of funds due the CM may be reduced with the approval of the State Construction Office to an equitable amount to cover the list of items to be completed or corrected. Retainage may not be reduced to less than two and one-half (2 1/2) times the estimated value of the work to be completed or corrected. Reduction of retainage must be with the consent and approval of the CM's bonding company.

ARTICLE 32 - CERTIFICATES OF PAYMENT AND FINAL PAYMENT

- a. Within five (5) days from receipt of request for payment from the CM, the designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the designer. If the certificate is not approved by the designer, he shall state in writing to the CM and the Owner his reasons for withholding payment.
- b. No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The making and acceptance of final payment shall constitute a waiver of all claims by the Owner except:
 - 1. Claims arising from unsettled liens or claims against the CM.
 - 2. Faulty work or materials appearing after final payment.
 - 3. Failure of the contractor to perform the work in accordance with drawings and specifications, such failure appearing after payment.
 - 4. As conditioned in the performance bond and payment bond.
- c. The making and acceptance of final payment shall constitute a waiver of all claims by the CM except those claims previously made and remaining unsettled (Article 20(c)).
- d. Prior to submitting request for final payment to the designer for approval, the CM shall fully comply with all requirements specified in the "project closeout" section of the specifications. These requirements include but not limited to the following:
 - 1. Submittal of Product and Operating Manuals, Warranties and Bonds, Guarantees, Maintenance Agreements, As-Built Drawings, Certificates of Inspection or Approval

from agencies having jurisdiction. (The designer must approve the Manuals prior to delivery to the Owner).

2. Transfer of required attic stock material and all keys in an organized manner.
 3. Record of Owner's training.
 4. Resolution of any final inspection discrepancies.
 5. Granting access to Contractor's records, if Owner's internal auditors have made a request for such access pursuant to Article 52.
- e. The CM shall forward to the designer, the final application for payment along with the following documents:
1. List of minority business subcontractors and material suppliers showing breakdown of contracts amounts and total actual payments to subcontractors and material suppliers.
 2. Affidavit of Release of Liens.
 3. Affidavit from CM of payment to material suppliers and subcontractors. (See Article 36).
 4. Consent of Surety to Final Payment.
 5. Certificates of state agencies required by state law.
- f. The designer will not authorize final payment until the work under contract has been certified by Project Designer, certificates of compliance issued, and the CM has complied with the closeout requirements. The designer shall forward the CM's final application for payment to the Owner along with respective certificate(s) of compliance required by law.

ARTICLE 33 - PAYMENTS WITHHELD

- a. The designer with the approval of the State Construction Office may withhold payment for the following reasons:
1. Faulty work not corrected.
 2. The unpaid balance on the contract is insufficient to complete the work in the judgment of the designer.
 3. To provide for sufficient contract balance to cover liquidated damages that will be assessed against the CM.
- b. The Secretary of the Department of Administration may authorize the withholding of payment for the following reasons:
1. Claims filed against the CM or evidence that a claim will be filed.
 2. Evidence that Principal Trade or Specialty Contractors have not been paid.

- c. The Owner may withhold all or a portion of CM's Project Management Fee costs set forth in the approved schedule of values, if CM has failed to comply with: (1) a request to access its records by Owner's internal auditors pursuant to Article 52; (2) a request for a plan of action and/or recovery schedule under Article 14.j or provide The Owner; (3) a request to provide an electronic copies of Contractor's baseline schedule, updates with all logic used to create the schedules in the original format of the scheduling software; and (4) Contractor's failure to have its Superintendent on the Project full-time.
- d. When grounds for withholding payments have been removed, payment will be released. Delay of payment due the CM without cause will make owner liable for payment of interest to the CM in accordance with G.S. 143-134.1. As provided in G.S.143-134.1(e) the owner shall not be liable for interest on payments withheld by the owner for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

ARTICLE 34 - MINIMUM INSURANCE REQUIREMENTS

The work under this contract shall not commence until the CM has verified to the Owner that all required insurance and verifying certificates of insurance have been obtained and approved in writing by the Owner. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled, reduced in amount or coverage's eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

a. Worker's Compensation and Employer's Liability

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Public Liability and Property Damage

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury:	\$500,000 per occurrence
Property Damage:	\$100,000 per occurrence / \$300,000 aggregate

In lieu of limits listed above, a \$500,000 combined single limit shall satisfy both conditions.

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the work performed under the contract.

c. Property Insurance (Builder's Risk/Installation Floater)

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall purchase and maintain property insurance during the life of this contract, upon the entire work at the

site to the full insurable value thereof. This insurance shall include the interests of the Owner, the CM, and subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the CM to purchase or maintain such insurance, then the CM shall bear all reasonable costs properly attributable thereto; the CM shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions.

d. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the CM and/or the Principal Trade or Specialty Contractor as applicable.

e. Other Insurance

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall obtain such additional insurance as may be required by the Owner or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

f. Proof of Carriage

The CM shall ensure that it and all Principal Trade and Specialty Contractors shall furnish the Owner with satisfactory proof of carriage of the insurance required before written approval is granted by the Owner.

ARTICLE 35 - PERFORMANCE BOND AND PAYMENT BOND

- a. The CM shall furnish a performance bond and payment bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount, which shall be in the amount of the GMP for the entire project. Bonds shall be executed in the form bound with the specifications
- b. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina.

ARTICLE 36 - CONTRACTOR'S AFFIDAVIT

The final payment of retained amount due the CM on account of the contract shall not become due until the CM has furnished to the Owner through the designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work to Principal Trade and Specialty Contractors in connection with his contract have been satisfied, and that no claims or liens exist against the CM in connection with this contract. In the event that the CM cannot obtain similar affidavits from the Principal Trade and Specialty Contractors to protect the CM and the Owner from possible liens or claims against the subcontractor, the CM shall state in his affidavit that no claims or liens exist against any subcontractor to the best of his (the CM's) knowledge, and if any appear afterward, the CM shall save the Owner harmless.

ARTICLE 37 - ASSIGNMENTS

The CM shall not assign any portion of this contract nor subcontract in its entirety. Except as may be required under terms of the performance bond or payment bond, no funds or sums of money due or become due the CM under the contract may be assigned.

ARTICLE 38 - USE OF PREMISES

- a. The CM shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the designer and shall not exceed those established limits in his operations.
- b. The CM shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
- c. The CM shall enforce the designer's and owner's instructions regarding signs, advertisements, fires and smoking.
- d. No firearms, any type of alcoholic beverages or drugs (other than those prescribed by a physician) will be permitted at the job site.

ARTICLE 39 - CUTTING, PATCHING AND DIGGING

- a. The CM shall ensure that all cutting, fitting or patching that may be required to make the work come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by the drawings and specifications for the completed structure, as the designer may direct.
- b. Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefor.
- c. No Principal Trade or Specialty Contractor shall endanger any work of another such contractor by cutting, digging or other means, nor shall he cut or alter the work of any other such contractor without the consent of the designer and the affected contractor(s).

ARTICLE 40 - UTILITIES, STRUCTURES, SIGNS

- a. The CM shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. If the Owner specifies that the CM is to pay all utilities, any permanent meters installed shall be listed in the CM's name until his work is fully accepted by the Owner. As stipulated in the Supplementary General Conditions, the Owner may: (1) pay utilities cost directly, (2) require the CM to pay all utilities cost, (3) or reimburse the CM for the actual cost of utilities. The Owner or CM, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in project completion. Coordination of the work of the utility companies during construction is the sole responsibility of the CM.
- b. If applicable Meters shall be relisted in the Owner's name on the day following completion and acceptance of the CM's work, and the Owner shall pay for services used after that date.
- c. Prior to the operation of permanent systems, the CM will provide temporary power, lighting, water, and heat to maintain space temperature above freezing, as required for construction operations.
- d. The CM shall ensure that the permanent building systems are in sufficient readiness for furnishing temporary climatic control at the time a building is enclosed and secured. The HVAC systems shall maintain climatic control throughout the enclosed portion of the building sufficient to allow completion of the interior finishes of the building. A building shall be considered enclosed and secured when windows, doorways (exterior, mechanical, and

electrical equipment rooms), and hardware are installed; and other openings have protection, which will provide reasonable climatic control. The appropriate time to start the mechanical systems and climatic condition shall be jointly determined by the CM and the designer. Use of the equipment in this manner shall in no way affect the warranty requirements of the CM.

- e. The CM shall coordinate the work so that the building's permanent power wiring distribution system shall be in sufficient readiness to provide power as required by the HVAC contractor for temporary climatic control.
- f. The CM shall coordinate the work so that the building's permanent lighting system shall be ready at the time interior painting and finishing begins and shall provide adequate lighting in those areas where interior painting and finishing is being performed.
- g. The CM shall be responsible for his permanently fixed service facilities and systems in use during progress of the work. The following procedures shall be strictly adhered to:
 - 1. Prior to acceptance of work by the State Construction Office, the CM shall coordinate the removal and replacement of any parts of the permanent building systems damaged through use during construction.
 - 2. Temporary filters as recommended by the equipment manufacturer in order to keep the equipment and ductwork clean and free of dust and debris shall be installed in each of the heating and air conditioning units and at each return grille during construction. New filters shall be installed in each unit prior to the Owner's acceptance of the work.
 - 3. Extra effort shall be maintained to keep the building and the site adjacent to the building clean and under no circumstances shall air systems be operated if finishing and site work operations are creating dust in excess of what would be considered normal if the building were occupied.
 - 4. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the contractor whose system is utilized.
 - 5. The CM shall ensure that all lamps are in proper working condition at the time of final project acceptance.
- h. The CM shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement. These facilities will be available to other contractors on the job and shall be kept in a neat and sanitary condition at all times. Chemical toilets are acceptable.
- i. The CM shall, if required by the Supplementary General Conditions and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use of a resident inspector, should the designer so direct.
- j. On multi-story construction projects, the CM shall either provide or ensure that temporary elevators, lifts, or other necessary special equipment is available for the general use of all contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall either be included in the CM Construction Management Fee or specified as part of the work of a Principal Trade or Specialty Contractor and paid for as a part of the Cost of the Work.

- k. The CM will erect one sign on the project if required. The sign shall be of sound construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name of the project, and the CM's name, and the name of the designer and consultants. Directional signs may be erected on the Owner's property subject to approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the contractor and a directional symbol. No other signs will be permitted except by permission of the Owner.

ARTICLE 41 - CLEANING UP

- a. The CM shall ensure that the building and surrounding area is reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the designer. The CM shall provide an on-site refuse container(s) for the use of all Principal Trade and Specialty Contractors. The CM shall ensure that each Principal Trade and Specialty Contractor removes their rubbish and debris from the building on a daily basis. The CM shall ensure that the building is broom cleaned as required to minimize dust and dirt accumulation.
- b. The CM shall provide and maintain suitable all-weather access to the building.
- c. Before final inspection and acceptance of the building, the CM shall ensure that all portions of the work are clean, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

ARTICLE 42 - GUARANTEE

- a. The CM shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the date of final acceptance of the work or beneficial occupancy and shall replace such defective materials or workmanship without cost to the Owner.
- b. Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The CM shall replace such defective equipment or materials, without cost to the Owner, within the manufacturer's warranty period.
- c. Additionally, the Owner may bring an action for latent defects caused by the negligence of the CM, which is hidden or not readily apparent to the Owner at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.
- d. Guarantees for roof, equipment, materials, and supplies shall be stipulated in the specifications sections governing such roof, equipment, materials, or supplies.

ARTICLE 43 - CODES AND STANDARDS

Wherever reference is given to codes, standard specifications or other data published by regulating agencies including, but not limited to, national electrical codes, North Carolina State Building Codes, federal specifications, ASTM specifications, various institute specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

ARTICLE 44 - INDEMNIFICATION

To the fullest extent permitted by law, the CM shall indemnify and hold harmless the Owner, the designer and the agents, consultants and employees of the Owner and designer, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CM, the CM's subcontractor, or the agents of either the CM or the CM's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

ARTICLE 45 - TAXES

- a. Federal excise taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3442(3)).
- b. Federal transportation taxes do not apply to materials entering into state work (Internal Revenue Code, Section 3475(b) as amended).
- c. North Carolina sales tax and use tax, as required by law, do apply to materials entering into state work and such costs shall be included in the bid proposal and contract sum.
- d. Local option sales and use taxes, as required by law, do apply to materials entering into state work as applicable and such costs shall be included in the bid proposal from Principal Trade and specialty Contractors and contract sum.
- e. Accounting Procedures for Refund of County Sales & Use Tax

Amount of county sales and use tax paid per CM's statements:

CM's performing contracts for state agencies shall ensure that the Principal Trade and Specialty Contractors provide information to allow the CM to give the state agency for whose project the materials, supplies, fixtures and/or equipment was purchased a signed statement containing the information listed in N.C.G.S. 105-164.14(e).

The Department of Revenue has agreed that in lieu of obtaining copies of sales receipts from contractors, an agency may obtain a certified statement from the contractors setting forth the date, the type of property and the cost of the property purchased from each vendor, the county in which the vendor made the sale and the amount of local sales and use taxes paid thereon. If the property was purchased out-of-state, the county in which the property was delivered should be listed. The contractor should also be notified that the certified statement may be subject to audit.

In the event the contractors make several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, the counties, and the county sales and use taxes paid thereon.

Name of taxing county: The position of a sale is the retailer's place of business located within a taxing county where the vendor becomes contractually obligated to make the sale. Therefore, it is important that the county tax be reported for the county of sale rather than the county of use.

When property is purchased from out-of-state vendors and the county tax is charged, the county should be identified where delivery is made when reporting the county tax.

Such statement must also include the cost of any tangible personal property withdrawn from the contractor's warehouse stock and the amount of county sales or use tax paid thereon by the CM.

Contractors are not to include any tax paid on supplies, tools and equipment which they use to perform their contracts and should include only those building materials, supplies, fixtures and equipment which actually become a part of or annexed to the building or structure.

ARTICLE 46 - EQUAL OPPORTUNITY CLAUSE

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

ARTICLE 47 - EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

The CM agrees not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The CM agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

ARTICLE 48 - ASBESTOS-CONTAINING MATERIALS (ACM)

The State of North Carolina has attempted to address all asbestos-containing materials that are to be disturbed in the project. However, there may be other asbestos-containing materials in the work areas that are not to be disturbed and do not create an exposure hazard. Construction Managers are reminded of the requirements of instructions under General Conditions of the Contract, titled Examination of Conditions. Statute 130A, Article 19, amended August 3, 1989, established the Asbestos Hazard Management Program that controls asbestos abatement in North Carolina. The latest edition of *Guideline Criteria for Asbestos Abatement* from the State Construction Office is to be incorporated in all asbestos abatement projects for the Capital Improvement Program.

ARTICLE 49 - MINORITY BUSINESS PARTICIPATION

N.C.G.S. 143-128.2 establishes a ten percent (10%) goal for participation by minority businesses in total value of work for each State building project and requires documentation of good faith efforts for meeting that goal. The document, *Guidelines for Recruitment and Selection of Minority Businesses for Participation in State Construction Contracts* including Affidavits and Appendix F are hereby incorporated into and made a part of this contract.

The CM shall identify and define contract packages (the value of which shall total to at least ten percent (10%) of the GMP) that remove barriers to participation commonly experienced by Historically Underutilized Businesses and Minority Business Enterprises as those terms are defined in North Carolina General Statute 143-128.2, hereinafter referred to as Reduced Barrier Packages (RBP). Such contract packages will be submitted to the Owner for review. As an example, RBP's may require no performance or payment bond, or may offer the participation of the CM as a guarantor or surety in the financing of material purchases by the Principal Trade and/or Specialty Contractors, provided that the CM may condition such financing participation upon the

issuance of joint checks or other similar arrangements to allow the CM to verify that timely payments are made to suppliers furnishing credit. The CM may propose other and/or additional provisions for reducing barriers to participation.

The Owner shall require the CM to submit a plan for compliance with N.C.G.S.143-128.2 by approval by the Owner prior to soliciting bids for the Principal Trade and Specialty Contracts. The CM and Principal Trade and Specialty Contractors shall make a good faith effort to recruit and select minority businesses for participation in contracts pursuant to N.C.G.S. 143-128.2.

ARTICLE 50 – CONTRACTOR EVALUATION

The CM's overall work performance on the project shall be fairly evaluated in accordance with the State Building Commission policy and procedures, for determining qualifications to compete for future capital improvement projects for institutions and agencies of the State of North Carolina. In addition to final evaluation, interim evaluation may be prepared during the progress of project. The document, Construction Manager Evaluation Procedures, is hereby incorporated and made a part of this contract. The Owner may request the CM's comments to evaluate the designer.

ARTICLE 51 – GIFTS

Pursuant to N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, subcontractor, supplier, vendor, etc.), to make gifts or to give favors to any State employee. This prohibition covers those vendors and contractors who: (1) have a contract with a governmental agency; or (2) have performed under such a contract within the past year; or (3) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review G.S. Sec. 133-32.

During the construction of the Project, the Contractor is prohibited from making gifts to any of the Owner's employees, Owner's project representatives (architect, engineers, construction manager and their employees), employees of the State Construction Office and/or any other State employee that may have any involvement, influence, responsibilities, oversight, management and/or duties that pertain to and/or relate to the contract administration, financial administration and/or disposition of claims arising from and/or relating to the Contract and/or Project.

ARTICLE 52 – AUDITING-ACCESS TO PERSONS AND RECORDS

In accordance with N.C. General Statute 147-64.7, the State Auditor shall have access to Contractor's officers, employees, agents and/or other persons in control of and/or responsible for the Contractor's records that relate to this Contracts for purposes of conducting audits under the referenced statute. The Owner's internal auditors shall also have the right to access and copy the Contractor's records relating to the Contract and Project during the term of the Contract and within two years following the completion of the Project/close-out of the Contract to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to Contractor's requests for payment, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for delay/extended general conditions costs, claims for lost productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost

escalation, pass-through claims of subcontractors and/or suppliers, and/or any other type of claim for payment or damages from Owner and/or its project representatives.

ARTICLE 53 – NORTH CAROLINA FALSE CLAIMS ACT

The North Carolina False Claims Act (“NCFCA”), N.C Gen. Stat. § 1-605 through 1-618, applies to this Contract. The Contractor should familiarize itself with the entire NCFCA and should seek the assistance of an attorney if it has any questions regarding the NCFCA and its applicability to any requests, demands and/or claims for payment its submits to the State through the contracting state agency, institution, university or community college.

The purpose of the NCFCA “is to deter persons from knowingly causing or assisting in causing the State to pay claims that are false or fraudulent and to provide remedies in the form of treble damages and civil penalties when money is obtained from the State by reason of a false or fraudulent claim.” (Section 1-605(b).) A contractor’s liability under the NCFCA may arise from, but is not limited to: requests for payment, invoices, billing, claims for extra work, requests for change orders, requests for time extensions, claims for delay damages/extended general conditions costs, claims for loss productivity, claims for loss efficiency, claims for idle equipment or labor, claims for price/cost escalation, pass-through claims of subcontractors and/or suppliers, documentation used to support any of the foregoing requests or claims, and/or any other request for payment from the State through the contracting state agency, institution, university or community college. The parts of the NCFCA that are most likely to be enforced with respect to this type of contract are as follows:

- A “claim” is “[a]ny request or demand, whether under a contract or otherwise, for money or property and whether or not the State has title to the money or property that (i) is presented to an officer, employee, or agent of the State or (ii) is made to a contractor ... if the money or property is to be spent or used on the State's behalf or to advance a State program or interest and if the State government: (a) provides or has provided any portion of the money or property that is requested or demanded; or (b) will reimburse such contractor ... for any portion of the money or property which is requested or demanded.” (Section 1-606(2).)
- "Knowing" and "knowingly." – Whenever a person, with respect to information, does any of the following: (a) Has actual knowledge of the information; (b) Acts in deliberate ignorance of the truth or falsity of the information; and/or (c) Acts in reckless disregard of the truth or falsity of the information. (Section 1-606(4).) Proof of specific intent to defraud is not required. (Section 1-606(4).)
- "Material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property. (Section 1-606(4).)
- Liability. – “Any person who commits any of the following acts shall be liable to the State for three times the amount of damages that the State sustains because of the act of that person[:] ... (1) Knowingly presents or causes to be presented a false or fraudulent claim for payment or

approval. (2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim. (3) Conspires to commit a violation of subdivision (1), (2) ...” (Section 1-607(a)(1), (2).)

- The NCFCA shall be interpreted and construed so as to be consistent with the federal False Claims Act, 31 U.S.C. § 3729, et seq., and any subsequent amendments to that act. (Section 1-616(c).)

Finally, the contracting state agency, institution, university or community college may refer any suspected violation of the NCFCA by the Contractor to the Attorney General’s Office for investigation. Under Section 1-608(a), the Attorney General is responsible for investigating any violation of NCFCA, and may bring a civil action against the Contractor under the NCFCA. The Attorney General’s investigation and any civil action relating thereto are independent and not subject to any dispute resolution provision set forth in this Contract. (See Section 1-608(a).)

ARTICLE 54 – TERMINATION FOR CONVENIENCE

- a. Owner may at any time and for any reason terminate CM’s services and work at Owner's convenience. Upon receipt of such notice, CM shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.
- b. Upon such termination, CM shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by CM as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to CM prior to the date of the termination of this Agreement. CM shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.