

SUBCONTRACT
BETWEEN
KAJIMA BUILDING & DESIGN GROUP, INC.
"CONSTRUCTOR"
AND
[SUBCONTRACTOR.COMPANY]
"SUBCONTRACTOR"

PROJECT	[Job.Name]
PROJECT ADDRESS	[Job.StreetAddress] [Job.City], [Job.State] [Job.PostalCode]
CONSTRUCTOR	[Constr.Company]
CONSTRUCTOR ADDRESS	[Constr.StreetAddress] [Constr.City], [Constr.State] [Constr.PostalCode]
SUBCONTRACTOR	[Subcontractor.Company]
SUBCONTRACTOR ADDRESS	[Subcontractor.StreetAddress] [Subcontractor.City], [Subcontractor.State] [Subcontractor.PostalCode]
OWNER	[Client.Company]
OWNER ADDRESS	[Client.StreetAddress] [Client.City], [Client.State] [Client.PostalCode]
DESIGN PROFESSIONAL	[Designer.Company]
DESIGN PRO. ADDRESS	[Designer.StreetAddress] [Designer.City], [Designer.State] [Designer.PostalCode]
PROJECT NUMBER	[Job.No]
SUBCONTRACT NUMBER	[Subcontract.No]

SUBCONTRACT AGREEMENT

ARTICLE 1 - AGREEMENT

This Agreement is made this [Subcontract.Day] Day of [Subcontract.Month] in the year [Subcontract.Year], by and between the CONSTRUCTOR, Kajima Building and Design Group, Inc. and the SUBCONTRACTOR, , for services in connection with the Subcontract Work for the following PROJECT .

ARTICLE 2 - SCOPE OF WORK

2.1 PARTIES RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing. The Parties shall each endeavor to promote harmony and cooperation, and perform in an economical and timely manner.

2.1.1 In conformance with federal contracting law and Constructor's Code of Business Conduct employees of Constructor are prohibited from actions which are, or even appear to be, subject to interests, relationships or influences which conflict with the interests of their company, including the solicitation or acceptance of kickbacks from any supplier or subcontractor or the participation in any improper diversion of labor, materials or equipment from a construction project. By execution of this Agreement the Subcontractor agrees to report any violation of this policy to the Kajima Building & Design Group Ethics Officer at 404-812-8600.

2.2 SUBCONTRACT WORK Constructor contracts with Subcontractor as an independent contractor to provide all labor, materials, equipment, and services necessary to complete the Subcontract Work listed in Exhibit A and elsewhere in the Subcontract Documents in accordance with, and reasonably inferable from, the Subcontract Documents, and consistent with the Progress Schedule, as it may change from time to time. Subcontractor shall perform the Subcontract Work under Constructor's general direction and in accordance with the Subcontract Documents.

2.3 CONSTRUCTOR'S WORK Constructor's Work is the construction and services required of Constructor to fulfill its obligations pursuant to its Prime Agreement (hereinafter "Prime Agreement") with Owner (the Work). The Subcontract Work is a portion of Constructor's Work.

2.4 SUBCONTRACT DOCUMENTS The Subcontract Documents include this Agreement, the Prime Agreement between Constructor and Owner (hereinafter "Prime Agreement"), special conditions, general conditions, specifications, drawings, addenda issued before execution of this Agreement, amendments, laboratory testing that are Contract Documents, exhibits to this Agreement, other documents listed in this Agreement, and modifications entered into in accordance with this Agreement. Constructor shall make accessible through electronic means to Subcontractor, before the execution of this Agreement, copies of the Subcontract Documents. Subcontractor shall provide or make accessible copies of applicable portions of the Subcontract Documents to its proposed sub-subcontractors and suppliers. Nothing shall prohibit Subcontractor from obtaining additional copies of the Subcontract Documents from Constructor at any time either electronically or in hard copy format as requested by Subcontractor. Subcontract Documents provided or made accessible to Subcontractor electronically are as fully binding upon the Parties as they would be if provided or attached in hard copy format.

2.5 SOFTWARE SYSTEMS Constructor and Subcontractor agree to utilize the Procore and CxAlloy Software Systems on this project as indicated in Exhibit G and elsewhere in this Subcontract Agreement.

2.6 DEFINITIONS

2.6.1 "Agreement" means this Agreement between Constructor and Subcontractor, as modified by the Parties, and exhibits and attachments made part of this Agreement upon its execution.

2.6.1.1 Exhibits which are a part of this Agreement are as follows. These Exhibits are incorporated into this Agreement by reference and are as fully binding upon the Parties as they would be if provided or attached in hard copy format. Nothing shall prohibit Subcontractor from obtaining additional copies of these Exhibits from Constructor at any time either electronically or in hard copy format as requested by Subcontractor.:

Exhibit A: The Subcontract Work	Exhibit J: Final Lien Waiver Form
Exhibit B: The Drawings, Specifications, General and Other Conditions	Exhibit K: Final Waiver of Claims Form
Exhibit C: Progress Schedule	Exhibit L: Subcontractor Warranty Form
Exhibit D: Design Subcontract Rider. (If Required by Exhibit R)	Exhibit M: Performance Bond Form. (If Required by EXHIBIT R)
Exhibit E: BIM Requirements. (If Required by EXHIBIT R)	Exhibit N: Payment Bond Form. (If Required by EXHIBIT R)
Exhibit F: Subcontractor Insurance Requirements	Exhibit O: Work Environment Letter
Exhibit G: Subcontractor's Use of Procore	Exhibit P: Constructor's Safety Program
Exhibit H: Payment Application Forms	Exhibit Q: Site Safety Orientation
Exhibit I: Interim or Progress Lien Waiver Form	Exhibit R: Subcontract Data Form

2.6.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.6.3 The term "Day" shall mean calendar day.

2.6.4 "Interim Directive" is a written order containing Work instructions or directing the Subcontractor to proceed with the Subcontract Work in question. An Interim Directive may also be referenced in the Contract Documents as a Construction Change Directive or other equivalent directive, and shall be treated as an Interim Directive.

2.6.5 "Law" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Subcontract Work with which Subcontractor must comply that is enacted as of the Agreement date.

2.6.6 The "Parties" are collectively Constructor and Subcontractor.

2.6.7 A "Subcontract Change Order" is a written order signed by Constructor after execution of this Agreement, indicating changes in the scope of the Subcontract Work, the Subcontract Amount or Subcontract Time, including substitutions proposed by Subcontractor and accepted by Constructor.

2.6.8 "Subcontract Time" means the time period on the Progress Schedule or otherwise stated in the Agreement between commencing and completing the Subcontract Work.

2.6.9 "Worksite" means the geographical area of the Project location as identified in Exhibit R where the Work is to be performed.

2.6.10 "Prime Agreement" means the agreement between the Constructor and the Owner for the Project

ARTICLE 3 – SUBCONTRACTOR'S RESPONSIBILITIES

3.1 OBLIGATIONS The Parties are mutually bound by the terms of this Agreement. To the extent the terms of the Prime Agreement apply to the Subcontract Work, then Constructor assumes toward Subcontractor all the obligations, rights, duties, and redress that Owner under the Prime Agreement assumes toward Constructor. In an identical way, Subcontractor hereby assumes toward Constructor all the same obligations, rights, duties, and redress that Constructor assumes toward Owner and Design Professional under the Prime Agreement. In the event of an inconsistency among the documents, the specific terms of this Agreement shall govern.

3.2 RESPONSIBILITIES Subcontractor shall furnish its diligent efforts to perform the Subcontract Work in an expeditious manner and to cooperate with Constructor so that Constructor may fulfill its obligations to Owner. Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work, all of which shall be provided in full accord with and reasonably inferable from the Subcontract Documents. Subcontractor shall provide Constructor a list of its proposed sub-subcontractors and suppliers, and be responsible for taking field dimensions, obtaining required permits related to the Subcontract Work (exclusive of the building permit), ordering of materials, and all other actions as required to meet the Progress Schedule.

3.2.1 Subcontractor is responsible to meet the requirements of Constructor's Work Environment Letter identified herein as Exhibit O and must provide to Constructor a properly completed Daily Work Report submitted in the Procore Construction Software System. Subcontractor shall prepare the following reports and shall attend the following meetings:

3.2.1.1 Reports And Meetings Subcontractor's Project Superintendent or Foreman shall report to Constructor's Project Superintendent prior to commencing any Work on the Project and shall report again after any extended absence from the Project in order to advise Constructor's Project Superintendent of the particular phase of the Work Subcontractor is about to perform. During the time Subcontractor is performing the Work, Daily Work Reports shall be completed by Subcontractor utilizing the Procore Construction Software System at the end of each work day. Subcontractor's Authorized Representative (with authority to bind Subcontractor) shall attend meetings as scheduled by Constructor's Project Superintendent for the purpose of scheduling all activities on this Project.

3.2.1.2 Pre-Project Safety Meeting Subcontractor's Foreman shall meet with the Constructor's Project Superintendent or their designee prior to the commencement of work. The safe way of performing the Work and the nature of the hazards should be featured. The meeting shall be documented on the Constructor's Pre-Project Safety Checklist. Any or all of Subcontractor's employees who will be on the Worksite, as well as those of any of its subcontractors, may also be required to attend safety orientations on the Worksite or other nearby location prior to beginning their activities on the Worksite.

3.2.1.3 Weekly Job Meetings Weekly scheduled Job Meetings may be scheduled, coordinated and held by the Constructor's Superintendent or their designee. Subcontractor shall delegate one representative to attend this meeting which will cover Worksite issues. Safety concerns along with other Worksite issues shall be addressed and ways to eliminate/minimize the hazards/exposure shall be discussed. Appropriate scheduling may resolve the safety items in question. This representative shall have the authority and responsibility to make decisions and corrections and maintain all safety requirements for the Subcontractor.

The Constructor's Superintendent or their designee may require special Safety Meetings. Subcontractor's Representative is required to attend.

3.2.1.4 Subcontractor Weekly Safety Meetings Subcontractor's representative shall conduct a QUALITY Weekly Safety Meeting.

Attendance by Subcontractor's employees currently assigned to the Worksite as well as employees of all of Subcontractor's sub-subcontractors currently assigned to the Worksite is mandatory.

Accidents and near misses during the previous week shall be reviewed, discussed, and action to prevent recurrence discussed. The safe way of performing the Work and the nature of the hazards should be featured. The meeting should be open to general discussion. Ideas brought up by workers should, if practical, be put into practice. If not practical, reasons should be given as to why the idea cannot be used.

Each meeting shall be documented stating: Topic, date, content, meeting presenter and attendees. The Subcontractor shall retain training documentation and a copy forwarded to the Constructor's Superintendent.

3.3 INCONSISTENCIES AND OMISSIONS Subcontractor shall examine and compare the drawings, specifications, other Subcontract Documents, and information furnished by Owner relative to the Subcontract Work. Such examination and comparison shall be solely for the purpose of facilitating the Subcontract Work and not for the discovery of errors, inconsistencies, or omissions in the Subcontract Documents nor for ascertaining if the Subcontract Documents are in accordance with Laws. Subcontractor shall not have liability for errors, omissions, or inconsistencies discovered under this subsection unless Subcontractor fails to report a recognized problem to Constructor promptly after Subcontractor discovers it. Should Subcontractor discover any errors, inconsistencies, or omissions in the Subcontract Documents, Subcontractor shall promptly report such discoveries to Constructor in writing. Following receipt of written notice, Constructor shall promptly instruct Subcontractor as to the measures to be taken, and Subcontractor shall comply with Constructor's instructions. If Subcontractor performs work knowing it to be contrary to Laws without notice to Constructor and advance approval by appropriate authorities, including Constructor, Subcontractor shall assume responsibility for such work and bear all associated costs, charges, fines, penalties, fees, and expenses necessarily incurred to remedy the violation. Nothing in this section shall relieve Subcontractor of responsibility for its own errors, inconsistencies, and omissions.

3.4 WORKSITE VISITATION Before commencing the Subcontract Work, Subcontractor shall examine and compare the Subcontract Documents, relevant field measurements made by Subcontractor or shared by Constructor, and any visible conditions at the Worksite affecting the Subcontract Work. It is the responsibility of the Subcontractor to verify that conditions at the site are acceptable under the terms of this agreement to the extent such conditions can be ascertained through a visitation and examination of the Worksite as described herein. If Subcontractor discover any errors, omissions, or inconsistencies in the Subcontract Documents or between its Worksite observations and the Subcontract Documents, such discrepancies shall be promptly reported to Constructor in writing. The observations by the Subcontractor are to include, but are not limited to, assessment of moisture conditions, substrate compatibility, technical pre-conditions for proper performance of Subcontract Work, and other such aspects of the Worksite. If required by Constructor, Subcontractor shall obtain and provide to Constructor, a letter from the manufacturer of products to be used in the Subcontract Work confirming the suitability of existing conditions at the Worksite for their installation. Commencement of Work is acceptance of the Worksite and existing work as is.

3.5 INCREASED COSTS OR TIME Subcontractor may request a Change in accordance with Article 7 if Constructor's clarifications or instructions in response to requests for information require additional time or cost. If Subcontractor fails to perform the reviews and comparisons required in §3.3 and §3.4, to the extent Constructor is held liable to Owner because of Subcontractor's failure, Subcontractor shall pay the costs and damages to Constructor that would have been avoided if Subcontractor had performed those obligations.

3.6 COMMUNICATIONS Except as otherwise provided in the Subcontract Documents or for emergencies, Subcontractor shall direct Project-related communications to Constructor. Subcontractor shall not communicate with the Owner or Design Professionals without advance approval from Constructor.

3.7 SUBMITTALS

3.7.1 Subcontractor shall promptly submit for approval to Constructor all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract Documents. Submittals shall be submitted utilizing the Procore Construction Software System. Subcontractor shall be responsible to Constructor for the accuracy and conformity of its submittals to the Subcontract Documents. Subcontractor shall prepare and deliver its submittals to Constructor in a manner consistent with the Progress Schedule and in such time and sequence so as not to delay Constructor or others in the performance of the Work. Subcontractor's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Subcontract Documents. The approval of any Subcontractor submittal shall not be deemed to authorize changes, deviations, or substitutions in the requirements of the Subcontract Documents unless express written approval is obtained from Constructor and Owner authorizing such change, deviation, or substitution.

If the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, Subcontractor agrees upon request to submit in a timely fashion to Constructor for approval any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Constructor, Owner, or Design Professional.

3.7.2 Constructor, Owner, and Design Professional are entitled to rely on the adequacy, accuracy, and completeness of any professional certifications required in the Work to be performed by the Subcontractor concerning the performance criteria of systems, equipment, or materials, including all relevant calculations and any governing performance requirements.

3.8 DESIGN DELEGATION

3.8.1 If the Subcontract Documents specify that Subcontractor is responsible for the design of a particular system or component to be incorporated into the Project, then all design and performance criteria shall be specified and made available to Subcontractor.

Subcontractor shall be responsible for conformance of its design with the information given and the design concept expressed in the Subcontract Documents. As required by the Law, Subcontractor shall procure design services and necessary certifications from licensed design professionals. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Subcontract Work designed or certified by Subcontractor's design professional. Wet stamps shall only be required where necessary for permitting, for review by governing authorities, or where necessary for compliance with codes, regulations, laws, or ordinances. Constructor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by Subcontractor's design professional.

3.8.2 If Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate agreement between Subcontractor and the design professional. The liability and indemnity obligations of the Subcontractor shall not be limited by any limitation of liability in the agreement between Subcontractor and Subcontractor's design professional, except to the extent that consequential damages are waived pursuant to §5.4. The name of Subcontractor's design professional(s) is set forth in Exhibit R and Subcontractor will provide to Constructor its applicable evidence of proper insurance prior to commencing the applicable designer services. Subcontractor shall notify Constructor in writing if it intends to change its procured design professional. Subcontractor's further design responsibilities, if applicable, are identified in Exhibit D.

3.9 COORDINATION Subcontractor shall: (a) cooperate with Constructor and others whose work may interface with the Subcontract Work, (b) specifically note and immediately advise Constructor of any such interface with the Subcontract Work, and (c) participate in preparing coordination drawings and work schedules in congested areas.

3.10 SUBCONTRACTOR'S REPRESENTATIVE The name of Subcontractor's authorized representative is set forth in Exhibit R or provided to Constructor prior to Subcontractor commencing Subcontractor's Work on the Project. This person shall possess full authority to receive and act upon instructions, orders, or directions. If Subcontractor changes its representative, or the representative's authority, Subcontractor shall immediately notify Constructor in writing.

3.11 TESTS AND INSPECTIONS The Parties shall schedule all required tests, approvals, and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the Work or other work related to the Project. Subcontractor shall give proper written notice to all required Parties when Subcontractor's Work is ready for such tests, approvals, and inspections. Required certificates of testing, approval, or inspection shall, unless otherwise required by the Subcontract Documents, be promptly delivered to Constructor.

3.12 WARRANTIES Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. Upon request by Constructor, Subcontractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Subcontractor further warrants that the Subcontract Work shall be performed in a workmanlike manner and free of defects. Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse. Subcontractor's warranties shall commence on the date of Substantial Completion of the Work as defined in §8.2.7. Subcontractor shall execute Subcontractor's Warranty Form identified herein as Exhibit L.

3.13 CLEANUP

3.13.1 Subcontractor shall at all times during its performance of the Subcontract Work keep the Worksite clean and free from debris resulting from the Subcontract Work. Before discontinuing the Subcontract Work in an area, Subcontractor shall clean the area and remove all its 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 shall not be held responsible for unclean conditions caused by others.

3.13.2 If Subcontractor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Constructor of non-compliance, Constructor may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due Subcontractor.

3.14 SAFETY PROGRAMS Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner and in accordance with Constructor's Safety Program. Subcontractor shall prevent against and protect from injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) employees and other persons at the Worksite; (b) materials and equipment stored on or off the Worksite for performing the Subcontract Work; and (c) all property and structures located at the Worksite and adjacent.

3.14.1 Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property, including Constructor's Safety Program and Site Safety Orientation identified herein as Exhibits P and Q.

3.14.2 Subcontractor shall implement appropriate safety programs pertaining to the Subcontract Work on the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite and adjacent to the Worksite from injury, loss, or damage from or in connection with the Subcontract Work.

3.14.3 Subcontractor shall exercise extreme care in carrying out any of the Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials, or equipment. Subcontractor shall use properly qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.

3.14.4 Damage or loss not insured under property insurance and to the extent caused by the acts or omissions of Subcontractor, or anyone for whose acts Subcontractor may be liable, shall be promptly remedied by Subcontractor. Damage or loss to the extent caused by the acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.14.5 Subcontractor is required to designate an individual at the Worksite in the employ of Subcontractor who shall act as Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Subcontractor in writing to Constructor, the designated safety representative shall be Subcontractor's project superintendent. Such safety representative shall attend Worksite safety meetings as identified in this Agreement and as otherwise requested by Constructor. All Subcontractor employees shall attend Constructors pre-work orientations and safety meetings as set forth in Exhibits P and Q.

3.14.6 Subcontractor has an affirmative duty not to overload the structures or conditions at the Worksite and shall take reasonable steps not to load any part of the structures or Worksite so as to give rise to an unsafe condition or create an unreasonable risk of bodily injury or property damage. Subcontractor shall have the right to request, in writing, from Constructor loading information concerning the structures at the Worksite.

3.14.7 Subcontractor shall give prompt written notice to Constructor of any incident or accident involving bodily injury requiring a physician's care, any property damage exceeding five hundred dollars (\$500.00) in value, or any incident that could have resulted in serious bodily injury, whether or not such an injury was sustained.

3.14.8 Prevention of accidents at the Worksite is the responsibility of Constructor, Subcontractor, and all other subcontractors, persons, and entities at the Worksite. Establishment of a safety program by Constructor shall not relieve Subcontractor or other parties of their safety responsibilities. Subcontractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by Constructor and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which Constructor deems unsafe until corrective measures satisfactory to Constructor have been taken. Constructor's failure to stop Subcontractor's unsafe practices does not relieve Subcontractor of its responsibility. Subcontractor shall notify Constructor immediately following a reportable incident under applicable rules, regulations, orders, and other lawful requirements, and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by Constructor. To the fullest extent permitted by Law, each Party to this Agreement shall indemnify the other Party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements. This indemnification obligation does not extend to additional or increased fines that result from repeated or willful violations not caused by Subcontractor's failure to comply with applicable rules, regulations, orders, and other lawful requirements.

3.15 PROTECTION OF THE WORK Subcontractor shall take necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by Subcontractor's operations. All materials and equipment ("materials") provided by Subcontractor or provided by others for installation by Subcontractor must be protected from mud or dirt, and must be inspected by Subcontractor's QC Representative ("QCR") for damage, rusting, and discrepancies. The QCR should also ensure that materials are on dunnage and covered (if necessary) to prevent damage to material performance and finish from weather and mud in the laydown areas. Should Subcontractor cause damage to the Subcontract Work or property of Owner, Constructor, or others, Subcontractor shall promptly commence to remedy such damage and shall continue such correction to the satisfaction of Constructor, or Constructor may, after forty-eight (48) hours' written notice to Subcontractor, remedy the damage and deduct its cost from any amounts due or to become due Subcontractor, unless such costs are recovered under applicable property insurance.

3.16 EMERGENCIES In an emergency affecting the safety of persons or property, Subcontractor shall act to prevent threatened damage, injury, or loss. Any change in the Subcontract Amount or the Progress Schedule from actions of Subcontractor in an emergency situation shall be determined as provided in Article 7.

3.17 PERMITS AND TAXES Subcontractor shall give timely notices required by Law pertaining to the Subcontract Work, and is responsible for all permits (exclusive of building permit), fees, licenses, assessments, taxes, and for Subcontractor controlled inspections and testing necessary to complete the Subcontract Work in accordance with the Subcontract Documents.

3.18 HAZARDOUS MATERIALS Subcontractor shall have the same rights and obligations as Constructor does under the Prime Agreement or Law regarding hazardous materials, provided that the hazardous materials affect the Subcontract Work's area or originate with Subcontractor. Subcontractor will defend and indemnify Constructor from any and all costs and expenses, including attorneys' fees arising from hazardous materials brought onto the Project Worksite by Subcontractor.

3.19 LAYOUT RESPONSIBILITY AND LEVELS Constructor shall establish principal axis lines of the building and Worksite, and benchmarks. Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to Constructor or others by reason of Subcontractor's failure to lay out or perform Subcontract Work correctly. Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

3.20 CORRECTION OF WORK

3.20.1 If the Design Professional or Constructor rejects the Subcontract Work due to the Subcontract Work not being in conformance with the Subcontract Documents, Subcontractor shall promptly correct the Subcontract Work whether it had been fabricated, installed, or completed. Subcontractor shall be responsible for the costs of correcting such Subcontract Work, any additional testing, inspections, and compensation for services and expenses made necessary by the defective Subcontract Work.

3.20.2 In addition to Subcontractor's obligations under this §3.20, Subcontractor agrees to promptly correct, after receipt of a written notice from Constructor, all Subcontract Work which proves to be defective in workmanship or materials 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 the Prime Agreement or by specific warranties in the Subcontract Documents. If Subcontractor fails to correct defective or nonconforming Subcontract Work within a reasonable time after receipt of notice from Constructor, Constructor may correct such Subcontract Work pursuant to §10.1.1.

3.20.3 Subcontractor's correction of Subcontract Work pursuant to this §3.20 shall not extend the period for the correction of Subcontract Work, but if Subcontract Work is first performed after Substantial Completion, the period for corrections shall commence when that Subcontract Work portion is substantially complete. Subcontractor's warranty obligation to correct Subcontract Work does not limit the enforcement of Subcontractor's other obligations with regard to the Agreement, the Subcontract Documents or the periods of limitations prescribed by the Law.

3.20.4 If Subcontractor's correction or removal of Subcontract Work destroys or damages other completed or partially completed work or existing buildings, Subcontractor shall be responsible for destroyed or damaged work correction costs.

3.20.5 If portions of Subcontract Work which do not conform with the requirements of the Subcontract Documents are neither corrected by Subcontractor nor accepted by Constructor, Subcontractor shall remove such Subcontract Work from the Project Worksite if so directed by Constructor.

3.21 MATERIALS OR EQUIPMENT FURNISHED BY OTHERS If the scope of the Subcontract Work includes installation of materials or equipment furnished by others, Subcontractor is responsible for exercising proper care in receiving, handling, storing, and installing such items, unless otherwise provided in the Subcontract Documents. Subcontractor shall examine the items provided and report to Constructor in writing any shortages or any items it may discover that do not conform to requirements of the Subcontract Documents. Subcontractor shall not proceed to install nonconforming items without further instructions from Constructor. Loss or damage due to acts or omissions of Subcontractor shall, upon two (2) Business Days' written notice to Subcontractor, be deducted from any amounts due or to become due Subcontractor.

3.22 SUBSTITUTIONS No substitutions shall be made in the Subcontract Work unless permitted in the Subcontract Documents, and only upon Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions including a written Change Order executed by the Constructor and Subcontractor as described in Article 7 of this Agreement.

3.23 USE OF CONSTRUCTOR'S EQUIPMENT Subcontractor, its agents, employees, subcontractors, or suppliers shall use Constructor's equipment only with the express written permission of Constructor's designated representative and in accordance with Constructor's terms and conditions for such use. If Subcontractor or any of its agents, employees, subcontractors, or suppliers utilize any of Constructor's equipment, including machinery, tools, scaffolding, hoists, lifts, or similar items owned, leased, or under the control of Constructor, Subcontractor shall indemnify and be liable to Constructor as provided in Article 9.1 for any loss or damage (including bodily injury or death) which may arise from such use, except to the extent that such loss or damage is caused by the negligence of Constructor's employees operating Constructor's equipment.

3.24 WORK FOR OTHERS Until final completion of the Subcontract Work, Subcontractor agrees not to perform any work directly for Owner or any tenants, or deal directly with Owner's representatives in connection with the Subcontract Work, unless otherwise approved in writing by Constructor.

3.25 SYSTEMS AND EQUIPMENT STARTUP With the assistance of Owner's maintenance personnel and Constructor, Subcontractor shall direct the check-out and operation of systems and equipment for readiness, and assist in their initial startup and the testing of the Subcontract Work.

3.26 COMPLIANCE WITH LAWS Subcontractor agrees to comply with the Law at its own cost. Subcontractor shall be liable to Constructor and Owner for all loss, cost, and expense attributable to any acts or omissions by Subcontractor, its employees, subcontractors, suppliers, and agents resulting from the failure to comply with the Law, including any fines, penalties, or corrective measures.

3.26.1 To the extent Constructor receives reimbursement or additional time from Owner under the Prime Agreement, the Subcontract Amount or Progress Schedule shall be equitably adjusted for changes in the Law enacted after the date of this Agreement, including taxes, affecting the performance of the Work.

3.27 CONFIDENTIALITY To the extent the Prime Agreement provides for the confidentiality of any of Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Agreement, Subcontractor is equally bound by Owner's confidentiality requirements and will execute any Non-Disclosure and Confidentiality agreements required by the Prime Agreement.

3.28 ROYALTIES, PATENTS, AND COPYRIGHTS Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Subcontractor and incorporated in the Subcontract Work. Subcontractor shall defend, indemnify, and hold Constructor and Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Subcontractor shall be liable for all loss, including all costs, expenses, and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Subcontract Documents.

ARTICLE 4 – CONSTRUCTOR'S RESPONSIBILITIES

4.1 CONSTRUCTOR'S REPRESENTATIVE Constructor's authorized representatives are set forth in Exhibit R. Constructor's authorized representatives shall be the only persons Subcontractor shall look to for instructions, orders, additions to or deletions from the Subcontract Work, Change Orders, or directions, except in an emergency. If Constructor changes its representatives, Constructor shall promptly notify Subcontractor in writing.

4.2 INFORMATION OR SERVICES Subcontractor is entitled to request through Constructor, utilizing the form and procedure stipulated by Constructor, any information or services required for Subcontractor's performance of the Subcontract Work which is under Owner's control. Subcontractor also is entitled to request through Constructor any information necessary to give notice of or enforce mechanic's lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the recorded legal title. To the extent Constructor receives such requested information or services, Constructor shall provide them to Subcontractor in a timely manner. Constructor, however, does not warrant the accuracy or completeness of the information provided by Owner.

4.3 STORAGE AREAS Unless specified otherwise in the Subcontract Documents, Constructor shall allocate adequate storage areas, if available, for Subcontractor's materials and equipment during the course of the Subcontract Work.

4.4 TIMELY COMMUNICATIONS Constructor shall transmit to Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Constructor shall provide to Subcontractor a copy of Constructor's payment bond on the Project, if any, upon request and the Subcontract Work commencing.

4.5 USE OF SUBCONTRACTOR'S EQUIPMENT Constructor, its agents, employees, other subcontractors, or suppliers shall use Subcontractor's equipment only with the express written permission of Subcontractor's designated representative and in accordance with Subcontractor's terms and conditions for such use. If Constructor or any of its agents, employees, or suppliers utilize any of Subcontractor's equipment, including machinery, tools, scaffolding, hoists, lifts, or similar items owned, leased, or under the control of Subcontractor, Constructor shall indemnify and hold harmless Subcontractor for any loss or damage which may arise from such use, except to the extent that such loss or damage is caused by the negligence of Subcontractor's employees operating Subcontractor's equipment.

ARTICLE 5 – PROGRESS SCHEDULE

5.1 TIME IS OF THE ESSENCE Time is of the essence with regard to the obligations of the Subcontract Documents.

5.2 SCHEDULE Subcontractor shall provide Constructor with any scheduling information proposed by Subcontractor for the Subcontract Work and cooperate in scheduling the times and sequences of the Work and any work of Constructor or other subcontractors that may affect or be affected by the Work. In consultation with Subcontractor, Constructor shall prepare the schedule for performance of the Work ("Progress Schedule") and shall revise and update such schedule, as necessary, as the Work progresses. The Progress Schedule shall schedule and coordinate the times required for each area of work on this Project. Constructor reserves the right to amend the Progress Schedule and the sequence or duration of the Work or any portion thereof. Subcontractor agrees to perform the Work in accordance with the Progress Schedule. Subcontractor shall continuously monitor the status of the Work and the Work of the Constructor and of other subcontractors that may affect or be affected by the Work and shall advise Constructor of the status of Subcontractor's progress on a regular basis (in writing if required by Constructor), including information on the status of shop drawings, samples, submittals and materials or equipment which may be in the course of preparation, manufacture or delivery and of any and all hindrances or anticipated hindrances to the Work or to the work of Constructor or other subcontractors. The preparation and/or publication by Constructor of a Progress Schedule shall not relieve Subcontractor of its obligation to coordinate its Work with the Constructor and other subcontractors.

5.3 DELAYS AND EXTENSIONS OF TIME

5.3.1 CLAIMS RELATING TO OWNER In the event that Subcontractor's performance of the Work is unreasonably delayed,

interfered with or disrupted, for any reason and for any period of time, by acts or omissions of Owner, or of the Owner's representatives, Subcontractor must request an extension of time for performance of the Work in sufficient time to allow Constructor to request an extension of time from the Owner in strict accordance with the Prime Agreement. In no event shall Subcontractor be allowed an extension of time for performance of the Work unless and until a corresponding extension of time is granted by Owner to Constructor. Subcontractor shall submit any request for additional compensation on account of such delay, interference or disruption in sufficient time and with sufficient documentation to allow Constructor to request additional compensation from the Owner in accordance with the Prime Agreement. If Subcontractor wishes to be included in discussions or negotiations with Owner or others related to Subcontractor's request for such time extension, Subcontractor shall be included in those discussions or negotiations. Under no circumstances shall Subcontractor seek or be entitled to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delay, interference or disruption, except to the extent that the Prime Agreement entitle Constructor to compensation for such delay, interference or disruption, and then only to the extent of any amounts that Constructor actually recovers from Owner for such delay, interference or disruption, less any costs, including, without limitation, attorneys' fees, charges and expenses, incurred by Constructor in obtaining recovery from Owner or from other subcontractors. The receipt by Constructor of an extension of time from Owner and/or of compensation from Owner constitute conditions precedent to any right of Subcontractor to an extension of time or additional compensation.

5.3.2 CLAIMS RELATING TO CONSTRUCTOR Subcontractor shall give Constructor written notice of all claims within seven (7) Days of Subcontractor's knowledge of the facts giving rise to the claim. Thereafter, Subcontractor shall submit written documentation of its claim, including appropriate supporting documentation, within fourteen (14) Days after giving notice, unless the Parties agree upon a longer period of time. Constructor shall respond in writing denying or approving, in whole or in part, Subcontractor's claim. All unresolved claims, disputes, and other matters in question between the Parties shall be resolved as provided for in Article 11.

5.3.3 DELAYS CAUSED BY SUBCONTRACTOR If Subcontractor is responsible for any delay, interference or disruption in the time and sequence of the Progress Schedule, or for any delay, interference or disruption to the work of Constructor or to other subcontractors, Subcontractor shall pay Constructor for all costs and damages suffered by Constructor as a result of such delay, interference or disruption including any damages assessed against Constructor under the Prime Agreement and any additional compensation paid by Constructor to other subcontractors or any person. To the extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Constructor, Owner, other subcontractors and any employee of any of them against and from any cost, damage or claim arising from delay, interference or disruption caused or alleged to have been caused by the acts or omissions of Subcontractor, including its failure to perform the obligations of this provision. Subcontractor shall also be liable in damages to any other subcontractor whose work is delayed, interfered with or disrupted by Subcontractor. Constructor shall notify Subcontractor in a reasonable time once Constructor recognizes that a delay as described by this paragraph is occurring.

5.3.4 DELAY, INTERFERENCE OR DISRUPTION CAUSED BY OTHER SUBCONTRACTORS OR THIRD PARTIES In the event that Subcontractor's performance of the Work is unreasonably delayed, interfered with or disrupted, for any reason and for any period of time, by acts or omissions of other subcontractors or third parties not under contract with Constructor, Subcontractor shall not be entitled to an extension of time for performance of the Work or to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delay, interference or disruption. Constructor, with information and cooperation provided to it by Subcontractor proving the validity of such claims, may seek compensation on Subcontractor's behalf from other subcontractors or third parties, in which event, Subcontractor shall be entitled to any amount that Constructor, on behalf of Subcontractor, actually recovers from other subcontractors or third parties on account of such delay, interference or disruption, less any costs, including, without limitation, attorneys' fees, charges and expenses, incurred by Constructor in obtaining such recovery. The receipt by Constructor of compensation from other subcontractors or third parties constitutes a condition precedent to any right of Subcontractor to additional compensation.

5.3.5 DELAY, INTERFERENCE OR DISRUPTION CAUSED BY CONSTRUCTOR In the event that Subcontractor's performance of the Work is unreasonably delayed, interfered with or disrupted for any reason and for any period of time, by acts or omissions of the Constructor, Subcontractor shall be entitled to an extension of time for performance of the Work as its sole remedy.

5.3.6 DIRECTED PROGRESS TO MAINTAIN OR ACCELERATE PROGRESS SCHEDULE Any time Subcontractor is responsible for being behind schedule in performance of the Work, Constructor may direct Subcontractor, at Subcontractor's own cost and expense, to perform overtime work, use extra labor, machinery and equipment, transfer its labor, machinery and equipment to other portions of the Work, expedite deliveries or use any other means necessary to bring the Work back on schedule. Constructor may, at any other time, direct Subcontractor to perform additional overtime work and Constructor shall pay, without overhead or profit, the cost of the premium time portion of wages only (including any additional amount Subcontractor is required to pay into a fringe benefit fund by reason of such premium time). In no event shall Constructor be liable for any other costs allegedly expended, damages or other expenses, including any alleged loss of productivity or inefficiency on account of directed or constructive acceleration.

5.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for any (a) liquidated, consequential, or other damages that Owner is entitled to recover against Constructor under the Prime Agreement, and (b) losses covered by insurance required by the Subcontract

Documents, the Parties mutually waive all claims against each other for consequential or punitive damages, including but not limited to, damages for loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, Subcontractor shall obtain in contracts with its subcontractors mutual waivers of consequential or punitive damages that correspond to Subcontractor's waiver of consequential or punitive damages. The provisions of this subsection shall also apply to and survive the completion or termination of this Agreement.

5.5 LIQUIDATED DAMAGES If the Subcontract Documents provide for liquidated damages or other damages for delay beyond the completion date set forth in the Subcontract Documents that are not specifically addressed as a liquidated damage item in this Agreement, and such damages are assessed, Constructor may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of the responsibility for the damages. However, the amount of such assessment shall not exceed the amount assessed against Constructor. This section shall not limit Subcontractor's liability to Constructor for Constructor's actual damages caused by Subcontractor.

ARTICLE 6 – SUBCONTRACT AMOUNT

6.1 As full compensation for performance of this Agreement, Constructor agrees to pay Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of this Agreement:

- 6.1.1 the fixed-price as set forth in Exhibit R subject to additions and deductions as provided for in the Subcontract Documents; or
- 6.1.2 alternates and unit prices in accordance with the schedule of alternates and unit prices and estimated quantities, which are identified in Exhibit A; or
- 6.1.3 time and material rates and prices in accordance with the Schedule of Labor and Material Costs which are identified in Exhibit A.

The fixed-price, unit prices, or time and material rates and prices are referred to as the Subcontract Amount.

ARTICLE 7 – CHANGES

7.1 Subcontractor may request or Constructor may order changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impacts the Subcontract Amount or Subcontract Time. A change in the Subcontract Work that affects the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order and processed in accordance with this article.

7.1.1 For changes in the Subcontract Work, the Parties shall negotiate in good faith an appropriate adjustment to the Subcontract Amount or the Subcontract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Subcontract Change Order and any adjustment in the Subcontract Amount or Subcontract Time shall not be unreasonably withheld.

7.2 **INTERIM DIRECTIVES** Constructor may issue a written Interim Directive directing Subcontractor to proceed with the Subcontract Work in question. If such Interim Directive is issued as a result of Owner's issuance of an Interim Directive, then the applicable provisions of the Prime Agreement shall govern. Otherwise, Subcontractor shall separately submit its costs for the resulting change, beginning with its next regularly scheduled application for payment submitted after the issuance of the Interim Directive. Undisputed amounts may be included in applications for payment and shall be paid in accordance with the Subcontract Documents.

When the Parties agree upon an adjustment in Subcontract Amount or Subcontract Time, such agreement shall be reflected in a Subcontract Change Order, and the payments to date shall be adjusted to reflect the Subcontract Change Order. If no agreement is reached, the Parties shall resolve the matter as provided in Article 11.

7.3 **CONCEALED OR UNKNOWN WORKSITE CONDITIONS** Subcontractor acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, weather which is normal for the Worksite location, river stages, tides or similar physical conditions of the Worksite, the conformation and conditions of the ground with the character and content of all other contracts related to the Project, and the character of equipment and facilities needed preliminary to and during prosecution of the Work. Subcontractor further acknowledges that Subcontractor has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Worksite including all exploratory work done by Owner and/or Constructor, as well as from information presented by the geotechnical reports, Drawings, Plans and Specifications made a part of this Subcontract. Any failure by Subcontractor to acquaint itself with the available information will not relieve Subcontractor from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Constructor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of the information made available by Owner and/or Constructor.

If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Subcontract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in the Subcontract Work provided for in the Subcontract Documents, Subcontractor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Constructor. Any change in the Contract Price or the Contract Time as a result of the condition, including a dispute about its existence or nature, shall be determined as

provided in Articles 7 and 11. Subcontractor acknowledges and agrees that, to the extent that Subcontractor has agreed to take the risk of an unclassified site, Subcontractor has no right to a change in Subcontract Time or Subcontract Amount or any claim arising from any concealed or unknown site conditions.

7.4 ADJUSTMENTS IN SUBCONTRACT AMOUNT An adjustment in the Subcontract Amount resulting from a Subcontract Change Order shall be determined by one of the following methods:

7.4.1 mutual acceptance of an itemized lump sum;

7.4.2 unit prices as indicated in the Subcontract Documents or as subsequently agreed to by the Parties; or

7.4.3 costs as determined in the Subcontract Documents or in a manner otherwise acceptable to the Parties, and a mutually acceptable fixed or percentage fee.

7.5 SUBSTANTIATION OF ADJUSTMENT If Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by Constructor on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance for overhead and profit of the percentage provided in Exhibit R, or if none is provided, as mutually agreed upon by the Parties. Subcontractor may contest the reasonableness of any adjustment determined by Constructor. Subcontractor shall maintain for Constructor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order:

7.5.1 labor costs, including Social Security, health, welfare, retirement, and other fringe benefits as normally required, and state workers' compensation insurance;

7.5.2 costs of materials, supplies, and equipment, whether incorporated in the Subcontract Work or consumed, including transportation costs;

7.5.3 costs of renting machinery and equipment other than hand tools;

7.5.4 costs of bond and insurance premiums, permit fees, and taxes attributable to the change; and

7.5.5 costs of additional supervision and field office personnel services necessitated by the change.

7.6 Adjustments shall be based on net change in Subcontractor's reasonable cost of performing the changed Subcontract Work plus, in case of a net increase in cost, an agreed upon sum for overhead and fee shall not exceed the mark-ups permitted in the Prime Agreement. Otherwise, Subcontractor's agreed upon overhead and fee for changes to Subcontractor's Work are set forth in Exhibit R.

7.7 OBLIGATION TO PERFORM If Owner, or Constructor disputes the validity or amount of a Change submitted by Subcontractor, but nevertheless directs Subcontractor to proceed, Subcontractor shall promptly proceed with the work under an Interim Directive pending resolution of the dispute and expeditiously complete such work. In such cases, the Interim Directive shall specify Constructor's interpretation of the services that are to be performed. Subcontractor shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Constructor agrees to pay such amounts, with the express understanding that (i) such payment by Constructor does not prejudice Constructor's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Subcontractor does not prejudice Subcontractor's right to seek full payment of the disputed services if Constructor's order is deemed to be a change to the Subcontract Work.

7.8 INCIDENTAL CHANGES Constructor may direct Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Amount or the Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. Constructor shall initiate an incidental change in the Subcontract Work by issuing an Interim Directive to Subcontractor, which shall be carried out promptly and is binding on the Parties.

ARTICLE 8 – PAYMENT

8.1 SCHEDULE OF VALUES As a condition precedent to payment, Subcontractor shall provide a schedule of values satisfactory to Constructor not more than fifteen (15) Days from the date of execution of this Agreement.

8.2 PROGRESS PAYMENTS

8.2.1 APPLICATIONS Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. Material and equipment purchased by Subcontractor shall be itemized and the sales or use tax paid or to be paid by Subcontractor in connection with that material and equipment shall also be itemized. If Subcontractor is obligated to provide design services pursuant to §3.8, Subcontractor's applications for payment shall show its design professional's fee and expenses as a separate cost item. Subcontractor's application for payment shall be notarized and if allowed under the Subcontract Documents may include a properly authorized Interim Directive. Subcontractor's application for payment for the Subcontract Work performed in the preceding payment period shall be submitted for approval to Constructor in accordance with the schedule of values if required in §8.2.2 through §8.2.4. Constructor shall incorporate the approved amount of Subcontractor's application for payment into Constructor's application for payment to Owner for the same period and submit it to Owner in a timely fashion. Constructor shall promptly notify Subcontractor of any changes in the amount requested on behalf of Subcontractor.

8.2.2 RETAINAGE The rate of retainage is set forth in Exhibit R. If the Subcontract Work is satisfactory and the Prime Agreement provides for reduction of retainage, Subcontractor's retainage shall also be reduced when Constructor's retainage of the Subcontract Work has been so reduced by Owner.

8.2.3 TIME OF APPLICATION Subcontractor shall submit progress payment applications to Constructor electronically in the form of a single combined Portable Document Format (PDF) file including the properly completed application itself along with all other required documents. The timing and requirements for submission of pay applications are set forth in Exhibit H. Subcontractor shall submit an Interim Waiver of Lien for itself and for all of its subcontractors, vendors, materialmen and suppliers in the form of Exhibit I.

8.2.4 STORED MATERIALS Payments for materials or equipment not incorporated into the Work, but delivered and suitably stored at the Worksite or elsewhere, shall only be made where permitted by, and in accordance with, the terms and conditions of the Contract Documents. If permitted, materials and equipment not yet incorporated in the Subcontract Work but delivered to and suitably stored on or off the Worksite must provide for insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for such stored items on or off the Worksite shall be conditioned upon submission by Subcontractor of bills of sale and required insurance or such other procedures satisfactory to Owner and Constructor to establish Owner's title to such materials and equipment, or otherwise to protect Owner's and Constructor's interest including transportation to the Worksite. Any requirements for advance deposits and the terms of such deposits must be specifically identified in this Subcontract Agreement or shall not be required.

8.2.5 TIME OF PAYMENT Progress payments to Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) Days after receipt by Constructor of payment from Owner for the Subcontract Work.

8.2.6 PAYMENTS WITHHELD Constructor may reject a Subcontractor application for payment in whole or in part or withhold amounts from a previously approved Subcontractor application for payment, as may reasonably be necessary to protect Constructor from loss or damage for which Constructor may be liable and without incurring an obligation for late payment interest based upon:

8.2.6.1 Subcontractor's failure to perform the Subcontract Work as required by this Agreement;

8.2.6.2 except as accepted by the insurer providing Builders Risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Subcontractor to Owner, Constructor, or others to whom Constructor may be liable;

8.2.6.3 Subcontractor's failure to properly pay for either labor, materials, equipment, or supplies furnished in connection with the Subcontract Work, provided that Constructor is making payments to Subcontractor for that portion of the Subcontract Work in accordance with this Agreement;

8.2.6.4 rejected or defective Subcontract Work which has not been corrected in a timely fashion;

8.2.6.5 reasonable evidence of delay in performance of the Subcontract Work such that the Subcontract Work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Amount is not sufficient to offset the liquidated damages or actual damages that may be sustained by Constructor as a result of the anticipated delay caused by Subcontractor;

8.2.6.6 reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work; and

8.2.6.7 uninsured third-party claims or liens involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Subcontractor furnishes Constructor with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

Constructor shall give written notice to Subcontractor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Subcontractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made within ten (10) working days of such removal for the amount previously withheld.

8.2.7 SUBSTANTIAL COMPLETION

8.2.7.1 Upon substantial completion of the Subcontract Work or a designated portion thereof, Constructor shall assume responsibility for security and protection of the Subcontract Work pending the achievement of Substantial Completion of the Project. However, acceptance of the Subcontract Work for the purpose of allowing succeeding Work to proceed shall not result in the commencement of the warranty period for the Subcontract Work unless otherwise provided in the Prime Agreement.

8.2.7.2 Unless otherwise provided for in the Prime Agreement, the warranty period applicable to the Subcontract Work shall commence upon the achievement of Substantial Completion of the Project and acceptance by Owner under the terms of the Prime Agreement.

8.3 FINAL PAYMENT

8.3.1 APPLICATION Upon acceptance of the Subcontract Work by Owner and Constructor and receipt from Subcontractor of evidence of fulfillment of Subcontractor's obligations in accordance with the Subcontract Documents and the subsection below, Constructor shall incorporate Subcontractor's application for final payment into Constructor's next application for payment to Owner without delay, or notify Subcontractor if there is a delay and the reasons for the delay.

8.3.2 REQUIREMENTS Before Constructor shall be required to incorporate Subcontractor's application for final payment into Constructor's next application for payment, Subcontractor shall submit to Constructor:

- (a) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work have been paid, satisfied, or are to be paid with the proceeds of final payment, so as not to encumber Owner's property, Constructor, or Constructor's surety;
- (b) As-built drawings, manuals, copies of warranties, startup and testing required in §3.25, and all close-out documents and satisfaction of close-out procedures if required by the Subcontract Documents.
- (c) Waiver of any claims and release of any liens by Subcontractor and its subcontractors, vendors, materialmen and suppliers, conditioned on final payment being received, and in the forms identified herein as Exhibits J and K;
- (d) Consent of surety to final payment, if required;
- (e) Subcontractor's Warranty Form identified herein as Exhibit L; (f) A report of any outstanding known and unreported accidents or injuries experienced by Subcontractor at the Worksite;
- (g) Other data reasonably required, such as receipts and releases; and
- (h) All documents required for final payment in the Prime Agreement

8.3.3 TIME OF PAYMENT Final payment of the balance due of the Subcontract Amount shall be made to Subcontractor within ten (10) Days after receipt by Constructor of final payment from Owner for such Subcontract Work.

8.3.4 FINAL PAYMENT DELAY If Owner or its designated agent does not issue a certificate for final payment or Constructor does not receive such payment for any cause which is not the fault of Subcontractor, Constructor shall promptly inform Subcontractor in writing.

8.3.5 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by Subcontractor relating to the Subcontract Work, but shall in no way relieve Subcontractor of liability for the obligations assumed under §3.20 and §3.21, or for faulty or defective work or services discovered after final payment, nor relieve Constructor for claims made in writing by Subcontractor as required by the Subcontract Documents before its application for final payment as unsettled at the time of such payment.

8.4 CONTINUING OBLIGATIONS Provided Constructor is making payments in accordance with this Agreement, Subcontractor shall reimburse Constructor for costs and expenses for any claim, obligation, or lien asserted before or after final payment is made that arises from the performance of the Subcontract Work. Subcontractor shall reimburse Constructor for costs and expenses including attorneys' fees and costs and expenses incurred by Constructor in satisfying, discharging, or defending against any such claims, obligation, or lien, including any action brought or judgment recovered. If any Law or bond requires Subcontractor to take any action before the expiration of the reasonable time for payment in order to preserve or protect Subcontractor's rights with respect to mechanic's lien or bond claims, then Subcontractor may take that action before the expiration of the reasonable time for payment and such action will not: (a) create the reimbursement obligation recited above, (b) be in violation of this Agreement, or (c) be considered premature for purposes of preserving and protecting Subcontractor's rights. However, Subcontractor shall file any required notices of payment or cancellation of liens within seven (7) days after receipt of the payment from Constructor.

8.5 PAYMENT USE RESTRICTION Payments received by Subcontractor shall be used to satisfy the indebtedness owed by Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from Constructor before it is used for any other purpose.

8.6 PAYMENT VERIFICATION If Constructor has reason to believe that Subcontractor is not complying with payment terms in this Agreement, Constructor may contact Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by Subcontractor in accordance with this Agreement.

8.7 PARTIAL LIEN WAIVERS AND AFFIDAVITS As a prerequisite for payments, Subcontractor shall provide, in a form satisfactory to Owner and Constructor, a listing of all of its subcontractors, vendors and suppliers providing greater than \$1,000 in value to the Project and conditional lien and claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. In no event shall Subcontractor be required to provide an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid. Subcontractor shall provide unconditional lien and claim waivers for all such parties after payment is received by Subcontractor.

8.8 SUBCONTRACTOR PAYMENT FAILURE Upon payment by Constructor, Subcontractor shall promptly pay its subcontractors and suppliers the amounts to which they are entitled. If Constructor has reason to believe that labor, material, or other obligations incurred in

the performance of the Subcontract Work are not being paid, Constructor may give written notice of a potential claim or lien to Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, Subcontractor does not within five (5) business days either (a) supply evidence to the satisfaction of Constructor that payment owed has been paid (unless being held for a suitable reason as agreed by Constructor); or (b) post a bond indemnifying Owner, Constructor, Constructor's surety, if any, and the premises from a claim or lien, Constructor shall have the right to provide a lien bond at Subcontractor's expense and withhold from any payments due or to become due to Subcontractor a reasonable amount to protect Constructor from any and all loss, damage, or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

8.9 SUBCONTRACTOR ASSIGNMENT OF PAYMENTS Subcontractor shall not assign any payment due or to become due under this Agreement, without the written consent of Constructor, unless the assignment is intended to create a new security interest within the scope of Article 9 of the Uniform Commercial Code. Should Subcontractor assign all or any part of any payment due or to become due under this Agreement to create a new security interest or for any other purpose, the instrument of assignment shall contain a clause to the effect that the assignee's right in and to any money due or to become due to Subcontractor shall be subject to the claims of all persons, firms, and corporations for services rendered or materials supplied for Subcontract Work.

8.10 PAYMENT NOT ACCEPTANCE Payment to Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

ARTICLE 9 – INDEMNITY, INSURANCE, AND BONDS

9.1 INDEMNITY

9.1.1 INDEMNITY To the fullest extent permitted by law, Subcontractor is responsible to indemnify Constructor to the same extent Constructor is required to indemnify Owner. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Constructor, Design Professional, Owner, and their agents, consultants, and employees, as well as any others whom Constructor is obligated to indemnify under the terms of the Prime Agreement (the "Indemnitees") from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Subcontractor, Subcontractor's subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

9.1.2 NO LIMITATION ON LIABILITY In any claim against the Indemnitees by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.1.3 DUTY TO DEFEND To the fullest extent permitted by law, Subcontractor shall defend (with counsel reasonably acceptable to Constructor) Constructor and its affiliated and parent companies, Owner, the directors, officers, agents, employees, tenants and lenders of each of them, and any other entities or persons whom Constructor must defend under the Prime Agreement from and against all liability, claims, damages, losses or expenses, including without limitation, attorneys' fees and expenses and any other liabilities which Constructor incurs in connection with acts or omissions of Subcontractor in performance of the Work or failure to perform regarding the Project. The duty to defend includes, without limitation, acts, omissions, misconduct or breaches by Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts they may be liable. Unless expressly prohibited by law, Subcontractor shall be obligated to undertake the defense for the obligations in Article 9 regardless of whether such bodily injury, injury to tangible property or other damage or liability is alleged to be caused in part by the active or passive negligence or willful misconduct of the party to be indemnified.

9.2 INSURANCE

9.2.1 SUBCONTRACTOR'S INSURANCE Before commencing the Subcontract Work, and as a condition precedent to payment, Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by Subcontractor, or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them for whose acts Subcontractor may be liable.

9.2.2 MINIMUM LIMITS OF LIABILITY Subcontractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, Cyber Liability Insurance, and Commercial General Liability Insurance (CGL) with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to Constructor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in the Subcontractor Insurance Requirements identified as Exhibit F. The limits of insurance stated in Exhibit F for each type of insurance are minimum limits only. In the event Subcontractor's policies provide greater limits, then the Additional Insureds shall be entitled to the full limits of such policies, and Exhibit F shall be deemed to require such full limits.

9.2.3 PROFESSIONAL LIABILITY INSURANCE

9.2.3.1 If the Subcontractor Work includes design responsibility, Subcontractor shall require its design professional(s) to

maintain professional liability insurance with a company reasonably satisfactory to Constructor, including contractual liability insurance against the liability assumed, and including coverage for any professional liability caused by consultants of its design professional. Said insurance shall have specific minimum limits as set forth in the Subcontractor Insurance Requirements identified as Exhibit F. The professional liability insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the design professional. Said insurance shall be continued in effect with an extended period of time following final payment to the design professional as set forth in Exhibit F. Such insurance shall have a maximum deductible amount per occurrence as set forth in Exhibit F unless written approval for an exception to such maximum is provided to Subcontractor by Constructor. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Subcontractor's design professional for this Project. Coverage shall be continued in effect for the number of year(s) set forth in Exhibit F following Substantial Completion. Subcontractor shall pay the self-insured retention and deductible. The combined total deductible and self-insured retention maximum are set forth in Exhibit F.

9.2.3.2 Subcontractor shall require its design professional to furnish to Subcontractor and Constructor, before the design professional commences its services, a copy of its professional liability policy evidencing the coverages required in this subsection. No policy shall be cancelled or modified without thirty (30) Days' prior written notice to Subcontractor and Constructor.

9.2.4 NUMBER OF POLICIES Commercial General Liability Insurance (CGL) and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

9.2.5 CANCELLATION, RENEWAL, AND MODIFICATION To the extent commercially available to Subcontractor from its current insurance company, insurance policies required pursuant to this Article and Exhibit F shall contain a provision that the insurance company or its designee must give Constructor written notice transmitted in paper or electronic format: (a) 30 Days before coverage is not renewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Subcontractor shall furnish Constructor with certificates of insurance until five years after Substantial Completion or longer if required by the Subcontract Documents. In addition, if any insurance policy required under this Article or Exhibit F is not immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Subcontractor shall give Constructor prompt written notice upon actual or constructive knowledge of such condition.

9.2.6 CONTINUATION OF COVERAGE Subcontractor shall continue to carry Completed Operations Liability Insurance that will be effective for five years after Substantial Completion of the Project or for the duration of the applicable statute of limitations, whichever is longer, unless otherwise set forth in Exhibit F. Before commencing the Work, Subcontractor shall furnish Constructor with certificates evidencing the required coverages.

9.2.7 BUILDER'S RISK INSURANCE Upon Subcontractor's written request and if permitted in the Prime Agreement, Constructor shall provide Subcontractor with a certificate evidencing the Builder's Risk insurance or any other property or equipment insurance in force for the Project and procured by Owner or Constructor.

9.2.8 WAIVER OF SUBROGATION The Parties waive all rights against each other, Owner, and Design Professional, and any of their respective consultants, subcontractors, sub-subcontractors, suppliers, agents, and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in the Builder's Risk Policy Insurance, except such rights as they may have to the insurance proceeds and such rights as they may have for the failure to obtain and maintain any Project Builders Risk Coverage that they may have been obligated to provide in the Prime Agreement. Subcontractor shall require similar waivers from its subcontractors.

9.2.9 ENDORSEMENT IF THE POLICIES OF INSURANCE REFERRED TO IN THIS ARTICLE REQUIRE ANY ENDORSEMENTS TO PROVIDE FOR THE COVERAGE REQUIRED BY THIS ARTICLE, BY EXHIBIT F, OR ELSEWHERE REQUIRED IN THE SUBCONTRACT DOCUMENTS, THE OWNERS OF SUCH POLICIES WILL CAUSE THEM TO BE SO ENDORSED AND THE CONSTRUCTOR AND ANY OTHERS TO BE INSURED UNDER THE SUBCONTRACT DOCUMENTS MAY RELY ON SUCH ENDORSEMENTS BEING IN PLACE AND EFFECTIVE.

9.2.10 ADDITIONAL GENERAL LIABILITY COVERAGE Subcontractor is required to purchase and maintain additional liability coverage, primary to Constructor's coverage as set forth in Exhibit F. Constructor shall be named as an additional insured on Subcontractor's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, cyber liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Subcontractor, or those acting on Subcontractor's behalf, in the performance of Subcontract Work for Constructor at the Worksite. All of the insurance of the Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insureds and, to the extent allowed by Law, must be exhausted vertically including all primary, umbrella and excess policies of the Subcontractor before any other insurance is called upon.

9.3 BONDS

9.3.1 Performance and Payment Bonds may be required of Subcontractor as set forth in Exhibit R. If required, such bonds shall be in the forms required by Constructor as set forth in Exhibits M and N and issued by a surety admitted in the state in which the Project is located and must be acceptable to Constructor. Constructor's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and Performance Bond shall each be in the original full Subcontract Amount.

9.3.2 If required, Subcontractor's cost and expense of Bonds are included in the Subcontract Amount.

9.3.3 If Subcontractor shall fail to promptly provide any required bonds, Constructor may terminate this Agreement and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All Constructor costs and expenses incurred by Constructor as a result of said termination shall be paid by Subcontractor.

ARTICLE 10 – SUSPENSION, NOTICE TO CURE, AND TERMINATION

10.1 FAILURE OF PERFORMANCE AND TERMINATION

10.1.1 NOTICE TO CURE A DEFAULT If Subcontractor fails to supply enough qualified workers, proper materials, or equipment to maintain the Progress Schedule, or fails to make prompt payment to its workers, sub-subcontractors, or suppliers, or disregards a Law or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, Subcontractor shall be deemed in default of this Agreement. If Subcontractor fails within three (3) Business Days after written notification to commence and continue satisfactory correction of the default with diligence and promptness, Constructor without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

10.1.1.1 supply workers, materials, equipment, and facilities as Constructor deems necessary for the completion of the Subcontract Work or any part which Subcontractor has failed to complete or perform after written notification, and charge Subcontractor costs and expenses, including reasonable overhead, profit, and attorneys' fees that are due or to become due. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At Subcontractor's request, Constructor shall provide a detailed accounting of the costs to finish the Subcontract Work;

10.1.1.2 contract with one or more additional contractors to perform such part of the Subcontract Work as Constructor determines will provide the most expeditious completion of the Work, and charge the cost to Subcontractor as provided under the subsection above;

10.1.1.3 withhold any payments due or to become due Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Constructor. In the event of an emergency affecting the safety of persons or property, Constructor may proceed as above without notice, but Constructor shall give Subcontractor notice promptly after the fact as a precondition of cost recovery; or

10.1.1.4 terminate the Agreement by written notice.

10.1.2 USE OF SUBCONTRACTOR'S EQUIPMENT If Constructor performs work under this article, either directly or through other subcontractors, Constructor or other subcontractors shall have the right to take and use any materials or supplies for which Constructor or other subcontractors have paid and located at the Worksite for the purpose of completing any remaining Subcontract Work. Constructor and others performing work under this article shall also have the right to use construction tools and equipment located on the Worksite and belonging to the Subcontractor and its subcontractors for the purpose of completing the remaining Work, but only after Subcontractor's written consent, which shall not be unreasonably withheld. Immediately upon completion of the Subcontract Work, any remaining materials, implements, equipment, appliances, or tools not consumed or incorporated in performance of the Subcontract Work, and furnished by, belonging to, or delivered to the Project by or on behalf of Subcontractor, shall be returned to Subcontractor in substantially the same condition as when they were taken, normal wear and tear excepted.

10.2 BANKRUPTCY

10.2.1 TERMINATION ABSENT CURE If Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Subcontractor or Subcontractor's trustee rejects the Agreement, (b) a default has occurred, and Subcontractor is unable to give adequate assurance of required performance; or (c) Subcontractor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

10.2.2 INTERIM REMEDIES If Subcontractor is not performing in accordance with the Progress Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, Constructor, while awaiting the decision of Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform, may avail itself of such remedies under this article as are reasonably necessary to maintain the Progress Schedule. Constructor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided including, but not limited to, reasonable overhead, profit, and attorneys' fees. Subcontractor shall be liable for the payment of any amount by which costs incurred may exceed the unpaid balance of the Subcontract Amount.

10.3 SUSPENSION BY OWNER FOR CONVENIENCE Should Owner suspend the Work or any part which includes the Subcontract Work for the convenience of Owner and such suspension is not due to any act or omission of Constructor, or any other person or entity for whose acts or omissions Constructor may be liable, Constructor shall notify Subcontractor in writing and, upon receiving notification, Subcontractor shall immediately suspend the Subcontract Work. To the extent provided for under the Prime Agreement and to the extent Constructor recovers such on Subcontractor's behalf, the Subcontract Amount and the Subcontract Time shall be equitably adjusted by Subcontract Change Order for the cost and delay resulting from any such suspension.

10.4 TERMINATION BY OWNER Should Owner terminate its contract with Constructor or any part which includes the Subcontract Work, Constructor shall notify Subcontractor in writing within three (3) Business Days of the termination and, upon written notification, this Agreement shall be terminated and Subcontractor shall immediately stop the Subcontract Work, follow all of Constructor's instructions, and mitigate all costs. In the event of Owner termination, Constructor's liability to Subcontractor shall be limited to the extent of Constructor's recovery on Subcontractor's behalf under the Subcontract Documents, except as otherwise provided in this Agreement.

10.5 CONTINGENT ASSIGNMENT OF THIS AGREEMENT Constructor's contingent assignment of this Agreement to Owner, as provided in the Prime Agreement, is effective when Owner has terminated the Prime Agreement for cause and has accepted the assignment by notifying Subcontractor in writing. This contingent assignment is subject to the prior rights of a surety that may be obligated under Constructor's bond, if any. Subcontractor consents to such assignment and agrees to be bound to the assignee by the terms of this Agreement.

10.6 SUSPENSION BY CONSTRUCTOR Constructor may order Subcontractor in writing to suspend all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of Constructor. Phased Work or interruptions of the Subcontract Work for short periods of time shall not be considered a suspension. Subcontractor, after receipt of Constructor's order, shall notify Constructor in writing in sufficient time to permit Constructor to provide timely notice to Owner in accordance with the Prime Agreement of the effect of such order upon the Subcontract Work. The Subcontract Amount or Subcontract Time shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension. No claim under this section shall be allowed for any costs incurred more than fourteen (14) Days before Subcontractor's notice to Constructor. Neither the Subcontract Amount nor the Progress Schedule shall be adjusted for any suspension, to the extent that performance would have been suspended, due in whole or in part to the fault or negligence of Subcontractor or by a cause for which Subcontractor would have been responsible. The Subcontract Amount shall not be adjusted for any suspension to the extent that performance would have been suspended by a cause for which Subcontractor would have been entitled only to a time extension under this Agreement.

ARTICLE 11 – DISPUTE MITIGATION AND RESOLUTION

11.1 WORK CONTINUATION AND PAYMENT Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute mitigation or resolution procedure. If Subcontractor continues to perform, Constructor shall continue to make payments in accordance with this Agreement.

11.2 DISPUTES BETWEEN THE PARTIES If the dispute resolution provisions between Constructor and Owner in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as Subcontractor, or if such dispute is only between the Parties, then the Parties shall submit the dispute to the dispute resolution procedures set forth in the section below.

11.3 CONSTRUCTOR-SUBCONTRACTOR DISPUTE MITIGATION AND RESOLUTION

11.3.1 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the matter remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute resolution procedures selected in Article 11.3.2.

11.3.2 MEDIATION If direct discussions pursuant to the subsection immediately above do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The mediation shall be convened within thirty (30) working Days of the matter first being discussed and shall conclude within forty-five (45) working Days of the matter being first discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties. The Parties choose mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), and administered by AAA.

11.3.3 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, except as provided in §11.4, the Parties shall submit the matter for litigation.

11.3.3.4 LITIGATION All issues not resolved in Mediation shall be resolved in Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project. **IN ANY AND ALL ACTIONS, SUBCONTRACTOR IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.**

11.3.4 COSTS The costs of any binding dispute resolution procedure and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

11.3.5 VENUE The Project location shall serve as the venue.

11.4 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. To the extent disputes between the Parties involve in whole or in part disputes between Constructor and Owner, disputes between Subcontractor and Constructor shall be decided by the same tribunal and in the same forum as disputes between Constructor and Owner.

11.5 NO LIMITATION OF RIGHTS OR REMEDIES Except as expressly waived, this article does not limit any rights or remedies which Subcontractor may possess under lien laws or payment bonds.

ARTICLE 12 – MISCELLANEOUS

12.1 EXTENT OF AGREEMENT Except as specifically provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.2 ASSIGNMENT OF SUBCONTRACT WORK Except as provided in §8.9, Subcontractor shall neither assign the whole nor any part of the Subcontract Work without prior written approval of Constructor.

12.3 GOVERNING LAW The Law in effect at the location of the Project shall govern this Agreement.

12.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

12.5 NOTICE Unless changed in writing, a Party shall provide notice to the applicable person at the address as set forth in Exhibit R. Except for Agreement termination and as otherwise specified in the Subcontract Documents, notice is effective upon receipt by any effective means, including U.S. postal service and overnight delivery service.

12.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of term, covenant, condition, or right with respect to further performance.

12.7 TITLES Titles 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.

12.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

12.9 NON-DISCRIMINATION Subcontractor shall comply with all procedures, rules and regulations with regard to non-discrimination issued or to be issued by any local, state or federal government or agency, including without limitation the Equal Employment Opportunity Commission, in so far as they may apply to this Agreement.

ARTICLE 13 – SUBCONTRACT DOCUMENTS

13.1 INTERPRETATION OF SUBCONTRACT DOCUMENTS

13.1.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Subcontractor shall perform the Subcontract Work as though fully described on both consistent with the Subcontract Documents and reasonably inferable from them.

13.1.2 In case of conflicts between drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Subcontractor shall immediately submit the matter to Constructor for clarification by Owner. Subject to an equitable adjustment in Subcontract Time or Subcontract Amount pursuant to Articles 7 or 11, Owner's clarifications are final and binding.

13.1.3 Where figures are given, they shall take precedence to scaled dimensions.

13.1.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

13.1.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Subcontract Documents, the documents shall govern in the following order: (a) Subcontract Change Orders and written amendments to this Agreement; (b) this Agreement; (c) the Prime Agreement; (d) the drawings (large scale governing over small scale), specifications and addenda issued

before the execution of this Agreement; (e) information furnished by Owner that is identified as a Subcontract Document; and (f) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

SUBCONTRACTOR
[Subcontractor.Company]

CONSTRUCTOR
[Constr.Company]

By		By	
Printed Name	[Subcontractor.FirstName] [Subcontractor.LastName]	Printed Name	[KBDG.FirstName] [KBDG.LastName]
Title	[Subcontractor.Title]	Title	[KBDG.Title]
Date		Date	
State License No			
Business License No			
Federal Tax ID			

EXHIBIT A
THE SUBCONTRACT WORK

Subcontractor and Constructor agree that the work to be done by the Subcontractor ("Work" or "the Work") is:

A.1 **Scope** - Furnishing all necessary labor, material, tools, scaffolds, equipment, etc., to complete all Subcontract Work in strict accordance with the plans and specifications, governing codes, ordinances, and regulations, and including but not necessarily limited to the items outlined in this EXHIBIT A.

This Subcontract Agreement is based on the Subcontract Documents, plans and specifications as listed in EXHIBIT B, and as incorporated by reference elsewhere in these documents. This Subcontractor is responsible for all applicable sections of all specifications but more specifically for the following sections:

Section: [Subcontract.Specifications]

1.1. The scope of the Work further specifically includes but is not limited to providing and installing the following:

- 1.1.1 All shop drawings, submittals, catalog cuts, data, samples, etc. required by the Contract Documents shall be submitted per the associated requirements of applicable sections of the Subcontract Agreement.
- 1.1.2 Such submissions shall be done using the Procore Construction Software System.
- 1.1.3 Subcontractor will participate in all of the BIM requirements of Exhibit E if required by Exhibit R.
- 1.1.4 Specific requirements:
[Subcontract.Inclusions]

A.2 Additional Subcontract Provisions – Specific to the Project

2.1. The costs of all trade permits, licenses, freight, fees, taxes, etc., specifically relating to the Work covered under this Subcontract are the responsibility of the Subcontractor. Site development and building permit is the responsibility of the Constructor.

2.2. This Subcontractor must apply for and obtain a current business license, and (if required by the governing jurisdiction), trade license and shall furnish copies to Constructor as applicable.

2.3. Time of completion is of the essence. The Subcontractor commits to the project schedule. The Subcontractor acknowledges that it has anticipated the need for personnel, materials, equipment, etc., necessary to comply with this schedule and is prepared to furnish these within the contract amount and without additional cost to the Constructor with exceptions as allowed under 5.3 Delays and Extension of Time. Date for Work covered under this Subcontract is as follows:

- 2.3.1 Project Start: [Job.StartDate]
- 2.3.2 Project Completion: [Job.EndDate]
- 2.3.3 [Job.LiquidatedDamages]

The Subcontractor further acknowledges that it has anticipated any need to accomplish portions of the Work during premium pay times and is prepared to do this Work during these periods for the Subcontract Amount stipulated and without additional cost to the Constructor subject to 5.3 – Delays and Extension of Time.

In the event of adverse weather, coordinate with Constructor for schedule changes. Subcontractor to consult with Superintendent prior to sending crews home.

2.4. Any advance deposits for material, equipment, or other must be listed specifically in this Subcontract Agreement along with the terms and conditions of such deposits or no deposits shall be required:

- 2.4.1 [Subcontract.Deposits]

2.5. This Project is subject to strict confidentiality and non-disclosure terms and conditions and Subcontractor agrees to comply fully with those terms and conditions.

Generally, Subcontractor, its employees, agents, sub-subcontractors, suppliers, and others for whom the Subcontractor is responsible will be furnished with or will come into possession of knowledge of certain confidential information relating to Constructor and Owner business and/or technology, staff, process, formulations, or other similar information during the Work. Subcontractor agrees to review, examine, inspect, access, obtain, or utilize such confidential information only for the purposes of executing the Work and to otherwise hold such information confidential. Subcontractor agrees to enforce these confidentiality and non-disclosure terms and conditions with those for whom Subcontractor is responsible as noted above.

EXHIBIT A
THE SUBCONTRACT WORK

Subcontractor further agrees that it shall not disclose such confidential information to any third party unless that party, a) needs to possess such information to properly execute a portion of the Work, and b) agrees in writing to be bound by all the confidentiality and non-disclosure terms and conditions listed here and any terms of the Prime Agreement relating to confidentiality and non-disclosure.

Subcontractor agrees that it will not, without the prior written approval of Owner, a) publicize the fact that Owner has entered into a contract with the Constructor, or b) disclose, confirm or deny any details of the Prime Agreement. Subcontractor agrees that it will not use Owner's name in connection with Subcontractor's marketing, business development, news releases or other publicly distributed communications with respect to the Project, including project photos and social media posts, without the prior review and written approval in each instance by the Owner through the Constructor.

More specifically, this Project requires the additional confidentiality and non-disclosure terms and conditions listed here:

2.5.1 [Job.Confidentiality]

A.3 Temporary Facilities

3.1. The Constructor will have a dumpster on the Worksite for general use. It is understood and agreed that, included in this Contract Sum, the Subcontractor has daily and continuous clean-up and placing in Constructor's dumpster of debris created by this Subcontractor's Work.

3.2. Legal off-site disposal, off-site, of hazardous waste created by Subcontractor's Work is the Subcontractor's responsibility. Recycling materials is the Subcontractors responsibility.

3.3. Subcontractor to supply all equipment including hoisting and transporting materials to accomplish all Work under this Agreement.

3.4. Subcontractor to provide temporary power for its use.

3.5. The Constructor will provide access to temporary toilets.

A.4 Additional Subcontract Provisions – General

4.1. Prior to commencement of the Work, Subcontractor shall have on file with the Constructor an acceptable executed Certificate of Insurance and endorsements consistent with or exceeding the requirements set forth in Exhibit F. At the Constructor's discretion during the Work, Constructor may require the Subcontractor to submit updated certificates and endorsements.

4.2. The Subcontractor shall maintain, during the course of the Work, a set of as-built drawings (including diagrams) reflecting actual dimensions, sizes, and location of all portions of the Work installed. The Subcontractor shall submit, to the Constructor in an acceptable form, progress prints or files when requested and final reproducible prints or files within two (2) weeks after completion of his Work. Manuals must be submitted for approval no less than one (1) month before completion, and final copies one (1) week before completion. The Subcontractor shall submit all warranties and guarantees within two (2) weeks after Substantial Completion of the project. These warranties and guarantees shall commence on the Date of Substantial Completion affixed on the Certificate of Substantial Completion by the Architect and shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. Release of retainage and final payment are subject (in part) to approval of all of the above.

4.3. Coordination - The Subcontractor shall coordinate the operational, technical and physical aspects of its Work with the contract documents and the work of others. This includes advising the Constructor of discrepancies and interferences with other work, attending coordination meetings, providing scheduling input, resolving problems, participating in the production of coordination drawings for congested areas, satisfying reporting requirements, coordination with utility location services prior to starting its work, coordination with representatives of testing companies, laboratories, Owner, and other trades on the Worksite.

4.4. Penetrations - The Subcontractor shall provide, locate and install sleeves or block-outs for its pipe, conduit, duct, penetrations through structures, walls, etc. The timing must correspond with the progress of the other trades. In lieu of timely installation of sleeves or block-outs, the Subcontractor shall be responsible for all cutting and patching required in connection with its Work. This includes any cutting, patching, fireproofing, caulking, etc. needed to maintain the design integrity and fire rating of material being penetrated.

4.5. The Subcontractor shall protect any concrete slabs when working on or adjacent to them. All equipment on slabs must have wheel covers and diapers or non-marking tires. Gas or diesel equipment shall not be used within enclosed spaces.

EXHIBIT A
THE SUBCONTRACT WORK

4.6. Subcontractor will control dust and spoils when working around existing adjacent buildings and property including protection, as necessary, from dust, spoils, concrete drips, runs, and so on created by Subcontractors work.

4.7. The Subcontractor shall be responsible for cleaning its vehicle tires before they enter the public roads and for maintaining the public roads clean due to his traffic.

4.8. Stocking of material on Worksite and/or in the building will be subject to the Owner's and/or Constructor's approval. The Subcontractor will store or stock its materials in a neat, orderly, and clean manner and in such a way to avoid or prevent damage to the work of others.

4.9. Quality Control Program - The Subcontractor shall cooperate with the Constructor in a quality control program. This program shall be followed to insure adherence to design and any other items associated with the quality of the Subcontract Work. Subcontractor is responsible to:

4.9.1 Implement its own quality control program requirements to monitor and ensure quality with materials, storage, handling and installations, while conforming to contract drawings, specifications, submittals and RFIs. Subcontractors shall provide KBD with name and tel. no. of qualified, trained/certified and experienced QC representative (QCR) who shall be responsible for quality control in the field.

4.9.2 Participate in and fill out all daily reports, RFI's and submittals in the Procore Construction Software System provided by Constructor. See Procore Subcontract Exhibit G and coordinate with Constructor project team.

4.9.3 Participate in and fill out any required test and inspection forms in the CxAlloy commissioning or other software system provided by Constructor.

4.9.4 Utilize the Procore system, Subcontractor shall maintain latest/updated construction drawings, specs. submittals and other documents. Shop drawings shall be latest approved set and shall include elevations, dimensions, column lines, connection details. Architect-Engineer's review notes shall be added to the shop drawings and other submittals. Revised/updated copies of these submittals, with a note on them as "FOR CONSTRUCTION USE", are required to be submitted to Constructor and maintained in the field for review and reference by the subcontractor.

4.9.5 Continuous monitoring and compliance with documented procedures (Shop drawings, product data, manufacturer's instruction, etc.) shall be QCR's responsibilities.

4.9.6 When mockups are required by specs. or other contract documents, subcontractor shall not start installation work until the mockup is inspected and approved by authorized and responsible personnel for conformance with the contract documents.

4.9.7 Discuss field issues, unforeseen circumstances, missing information, means and methods only with KBD project team members, unless directed otherwise by Constructor.

4.9.8 Resolve non-compliance/deficiency items, generated by Constructor in a timely manner.

4.10. The Subcontractor shall be responsible to secure and protect the Work done hereunder from damage and theft and assumes full responsibility for the condition of the Work until final acceptance by Constructor and Design Team. Subcontractor further agrees to provide such material and measures as are reasonably necessary to protect the Work and any materials or equipment Subcontractor will incorporate into the Work from weather and water intrusion damage. Subcontractor shall provide written notice to Constructor should Subcontractor's Work, materials and/or equipment to be used or incorporated into the Work sustain weather or water damage. The written notice shall be provided to the Constructor within twenty-four (24) hours from the time Subcontractor discovers the damage.

**EXHIBIT A
THE SUBCONTRACT WORK**

A.5 Breakdown of the Subcontract Amount:

Description	Amount
	\$0.00
Total	\$0.00

A.6 Exclusions

6.1. [Subcontract.Exclusions]

A.7 Clarifications

7.1. [Subcontract.Clarifications]

A.8 Unit Prices

8.1. [Subcontract.UnitPrices]

A.9 Alternates The following alternate prices may be applied at Constructor's option for changes in the scope of the Work. The prices indicated herein shall include all materials, labor taxes, insurance, shipping, overhead, profit, and any charges of the subcontractor and his sub-contractors and suppliers of all tiers in connection therewith. Work covered by these alternate prices shall be performed in strict accordance with the applicable provisions of the Subcontract Agreement.

9.1. [Subcontract.Alternates]

A.10 Temporary Services (If Applicable, list)

10.1. [Subcontract.TempServices]

EXHIBIT B
THE DRAWINGS, SPECIFICATIONS, GENERAL AND OTHER CONDITIONS

INSERT DRAWING SCHEDULE

EXHIBIT C
PROGRESS SCHEDULE

INSERT PROJECT SCHEDULE

EXHIBIT D
DESIGN SUBCONTRACT RIDER

The scope of the Subcontractor's Design Services consists of all design services required for the Work. The Subcontractor's Design Services are more fully described in this Article and the Attachments hereto made a part hereof.

D.1 REQUIREMENTS OF THE SUBCONTRACTOR'S DESIGN SERVICES

1.1. The Subcontractor's Design Services are described herein and in Attachment "A", and include all design services required for the Work. All communications between the Subcontractor and the Owner or other consultants (not retained by the Subcontractor) shall pass through the Constructor unless otherwise directed in writing by the Constructor. The design services described in this Exhibit and Attachment shall be performed by a person, or persons, entity, or entities, who are lawfully licensed to perform such design in the State where the Project is located. The Subcontractor shall also be licensed to practice architecture, engineering or other appropriate design services in accordance with State law as applicable. The Subcontractor shall submit to the Constructor photocopies of all certificates or licenses which confirm compliance with State licensing laws within seven (7) days after execution of this Subcontract.

1.2. Based upon the Preliminary Design Documents listed in Attachment "B", which describe the preliminary design requirements for the Work and the use for which it intended, the Subcontractor shall prepare Schematic Design Documents for the Work. The Schematic Design Documents for the Work shall: conform to site restrictions established by the Constructor and shall be coordinated with other existing, planned or future site improvements; propose selection of materials, systems and equipment, and provide drawings, outline specifications and other documents illustrating the scale and relationship of components for the Work; and propose construction methods for the Work, which comply with the requirements of the Preliminary Design Documents for the review and approval of the Constructor and the Owner. Upon approval of Subcontractor's Schematic Design Documents and any adjustments authorized in writing by the Constructor, Subcontractor shall prepare, for approval by the Constructor and the Owner, the Design Development Documents for the Work consisting of drawings, outline specifications and other documents to fix and describe the size and character of the entire work as to systems, materials, and such other elements as may be necessary to describe the quality and the extent of the Work. Upon approval of Subcontractor's Design Development Documents and any adjustments authorized in writing by the Constructor, Subcontractor shall prepare, for approval by the Constructor and the Owner, the Construction Documents for the Work, which shall include technical drawings, schedules, diagrams and specifications, setting forth in detail the requirements for construction of the Work (including coordination with related work designed by others), and shall further develop the intent of the Design Development Drawings to describe in detail the manner in which the Work will fulfill the use for which it is intended, provide detailed information necessary for the use of the Constructor, the Owner, those in the building trades and consultants retained by others, and include documents required for both public and privately-held regulatory agency approvals, including approval of the Owner's insurance company. The review and approval of Schematic Design Documents, Design Development Documents and Construction Documents submitted by the Subcontractor shall only be made for the purpose of the Subcontractor's general compliance with the Preliminary Design Documents. Subcontractor shall not proceed with the construction of the Work unless and until the Subcontractor's Construction Documents have been reviewed and approved by the Constructor and the Owner.

1.3. The Subcontractor shall prepare documents and assist the Constructor in filing documents required to obtain necessary approvals and permits from governmental authorities having jurisdiction over the Project.

1.4. Whenever it is required by public authorities bearing on the performance of the Work, the Subcontractor shall provide, or cause to be provided, inspection or testing of the Work by qualified independent laboratories or experts.

1.5. The Subcontractor shall implement additional design features requested by the Constructor into the Construction Documents.

1.6. Based upon information provided to the Subcontractor by the Constructor relative to work performed by persons other than the Subcontractor or to work of consultants other than those retained by the Subcontractor, the Subcontractor shall coordinate the preparation of Construction Documents for the Work to implement the design features requested by the Constructor.

1.7. By an appropriate written agreement the Subcontractor shall require its consultant(s), if any, to the extent of the Subcontractor's Design Services performed by the consultant, to be bound to the Subcontractor by the terms of this Subcontract, and to assume toward the Subcontractor all the obligations and responsibilities which the Subcontractor by this Subcontract assumes toward the Constructor and the Owner. Said agreement shall preserve and protect the rights of the Constructor and the Owner under this Subcontract with respect to the Subcontractor's Design Services to be performed by the consultant so that the Subcontracting thereof will not prejudice such rights. Where appropriate, the Subcontractor shall require each consultant to enter into a similar agreement with his lower tier consultants. Prior to awarding contracts to Subcontractor's consultant(s), the Subcontractor shall obtain written approval from the Constructor. The Constructor may, at its sole discretion, withhold its approval, and the Subcontractor shall propose another consultant(s) against whom the Constructor has no reasonable objection.

EXHIBIT D
DESIGN SUBCONTRACT RIDER

1.8. The Subcontractor shall provide progress copies of drawings, reports, specifications and other necessary information to the Constructor and other consultants (not retained by Subcontractor) for coordination and review. All aspects of the Work designed by the Subcontractor shall be coordinated by the Subcontractor, and the Subcontractor shall also become familiar with the other portions of the Project designed by the Constructor and other consultants (not retained by the Subcontractor) as necessary for the proper coordination of the Work with the other work for the Project.

1.9. The Subcontractor shall provide written or graphic interpretations of its Construction Documents necessary for the proper execution or progress of the Work and coordination of the Work with the other work for the project in a timely manner to avoid delay in the Design and Construction Schedule as requested by the Constructor. Such interpretations shall be subject to the review and approval of the Constructor and the Owner.

D.2 SUBCONTRACTOR'S MISCELLANEOUS DESIGN SERVICES AND EXPENSES

2.1. The Subcontractor Amount shall constitute full payment for all of the Subcontract Design Services, including, but not limited to any and all costs incurred by Subcontractor in connection therewith, including but not limited to the following:

- 2.1.1. Expense of transportation.
- 2.1.2. Living expenses in connection with travel.
- 2.1.3. Local and long-distance communications.
- 2.1.4. Expense of postage and handling of drawings, specifications and other documents for use by the Constructor, the Owner and other consultants (not retained by the Subcontractor). Although the expense of reproductions of Construction Documents for use by the Constructor, the Owner and other consultants (not retained by the Subcontractor) is not included in this Subcontract; the Subcontractor shall provide original drawings, specifications and other documents to a blueprint/copy store selected and paid by the Constructor for the purpose of making such reproductions as directed by the Constructor.
- 2.1.5. Expense of data processing, computer time and photographic production techniques. Expense of computer-aided design; computerized word processing; and computerized plotting, printing and drafting output in connection with preparation of Construction Documents and interpretations.
- 2.1.6. Expense of overtime work.
- 2.1.7. Expense of insurance.
- 2.1.8. Securing approval of authorities having jurisdiction over the Project, including payment of permits, fees, inspections and other expenses.
- 2.1.9. Providing Construction Documents required by local governing authorities.
- 2.1.10. Providing consideration for future facilities, systems and equipment.
- 2.1.11. Providing assistance in the utilization of equipment for the Work, including but not limited to initial start-up and testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 2.1.12. Providing coordination of the Construction Documents with other consultants retained by the Constructor and the Owner.
- 2.1.13. Providing tests, inspections and reports for the Work by qualified independent laboratories or experts approved by the Constructor as required by law.
- 2.1.14. Providing revisions to Construction Documents required by the interpretation, enactment or revision of codes, laws or regulations and requirements of Owner's insurance company as directed by the Constructor for revisions occurring before issuance of a Certificate of Occupancy.
- 2.1.15. Providing services in connection with evaluating substitutions proposed by the Constructor.
- 2.1.16. Evaluating, investigating and making inventories of existing utilities and designing modifications to existing utilities as required for the Work.
- 2.1.17. Investigating and evaluating conditions of the air and other pollutants generated by the Work.
- 2.1.18. Providing analyses of owning and operating costs.

EXHIBIT D
DESIGN SUBCONTRACT RIDER

D.3 CHANGES IN THE SUBCONTRACTOR'S DESIGN SERVICES

3.1. The Constructor, without invalidating this Agreement, may order changes in the Subcontractor's Design Services within the general scope of the design concept of the Work consisting of additions, deletions or other revisions, the Subcontract Amount and time being adjusted in accordance with Article 7 of the Subcontract. Except as otherwise provided, the cost or credit to the Constructor shall be determined by using the Unit Rates For Changes In The Subcontractor's Design Services, Attachment "C", and multiplying the increased or decreased hours necessitated by the Change.

D.4 CONSTRUCTOR

4.1. If the Constructor observes or otherwise becomes aware of a fault or defect in the Construction Documents or nonconformity with the Preliminary Design, the Constructor shall give prompt written notice thereof to the Subcontractor. The Constructor's review of the Construction Documents shall be for its own general purposes and shall not, in any event, relieve Subcontractor of its obligations hereunder, including but not limited to its obligation to produce complete, coordinated and accurate documents in accordance with the applicable standard of care.

4.2. The Constructor shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Constructor and others where appropriate.

D.5 MISCELLANEOUS PROVISIONS

5.1. The Subcontractor agrees and represents that it possesses the skill, expertise, and applicable professional certifications to design and utilize the same in the services rendered for the Project. The Subcontractor agrees and represents that it shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Subcontractor under this Subcontract. The Subcontractor agrees and represents that the Subcontractor's designs will be in compliance with all applicable federal, state and local rules, regulations or laws including all applicable building codes in full force and effect in the locality of the Project and the requirements of the Owner's insurance company. Subcontractor shall without additional compensation, and at its own expense, correct or revise any errors or deficiencies in its design, drawings, specifications or plans. Subcontractor agrees and represents that it will use the skill and care which would be exercised by qualified professional engineers of the highest skills in the locality in which the Project is located for all services rendered on the Project and that the services rendered by the Subcontractor will result in a completed design for the Work which will conform to the use for which it is intended and comply with all requirements of this Subcontract. The agreements and representations provided by the Subcontractor hereunder shall survive completion of this contract and extend, at a minimum, for such period of time during which a claim arising out of the Project may be made against the Constructor and/or the Owner.

5.2. Certificates of insurance evidencing professional liability insurance coverage and equivalent insurance coverage obtained by Subcontractor's consultants shall comply with Exhibit "F", Subcontractor's Insurance Requirements.

EXHIBIT D
DESIGN SUBCONTRACT RIDER

ATTACHMENT A
DESCRIPTION OF SUBCONTRACTOR'S DESIGN SERVICES

EXHIBIT D
DESIGN SUBCONTRACT RIDER

ATTACHMENT B
PRELIMINARY DESIGN DOCUMENTS

EXHIBIT D
DESIGN SUBCONTRACT RIDER

ATTACHMENT C
UNIT RATES FOR CHANGES IN THE SUBCONTRACTOR'S DESIGN SERVICES

EXHIBIT E
BIM REQUIREMENTS

CONTRACTOR REQUIREMENTS RELATED TO BUILDING INFORMATION MODELING (BIM)

I. INTRODUCTION

- A. KBDG will utilize BIM (Building Information Modeling) extensively on this project. The goals of this process include:
1. Incorporate contractors' 3D models along with the project design models to provide a comprehensive virtual model of the project.
 2. Coordinate the work of the separate trades both individually and collectively.
 3. Identify, track and resolve potential conflicts / interferences virtually ("Clash Detection") when they are easiest to correct, prior to the start of construction work, to avoid field changes.
 4. Provide safe, coordinated, efficient and more predictable installation conditions to reduce risks for all project participants.
 5. Track field changes and incorporate into the model to provide an "as-built" model to the Owner at the conclusion of the project.
- B. The purpose of this guide is to define the minimum performance standards and requirements for KBD Group projects that choose to execute a BIM-Coordination process. The guide will discuss ideal work-flows, electronic file logistics and other BIM related project execution issues.

II. PROCESS OVERVIEW

- A. The BIM process is of extreme importance to the project, the Owner, and KBDG, and can provide great value to the construction process. Participation by all contractors in the BIM process is required.
- B. All contractors are expected to be active participants in this process.
- C. Contractors responsible for providing fabrication details of their work or a portion of their work are required to provide 3D construction models and as-built models in addition to 2D production, installation, and as-built drawings. These 2D drawings are required to be directly extracted from the 3D model so that the issued drawings match the current model.
- D. Team member intercommunication is critical.
- E. All members are expected to treat the BIM coordination schedule milestones with the same importance as actual construction milestones.

III. RESOURCES & SUPPORT

- A. The KBDG project team will include a BIM Coordinator whose role will include incorporating all design and construction models into the main confederated project model.
- B. The subcontractors shall allocate the appropriate staff, including 3D modeling technicians, to the project to achieve the modeling requirements for their scope in accordance with the coordination schedule. The subcontractor shall provide 3D modeling technicians with any necessary computer hardware, software and internet connectivity to execute 3D modeling and BIM requirements described here-in.
- C. KBDG will not be responsible for providing any equipment, software, or licenses to the subcontractor that may be required to satisfy the entity's obligations to the coordination process unless specifically noted.

IV. ROLES & RESPONSIBILITIES

- A. Owner:
1. 3D models of the Owner's equipment may not be available for incorporation into the project model. 2D equipment layouts will be coordinated by the Architect.
- B. Architect / Engineers:
1. The project architect and design engineers will provide design-level models, which will be available for use and incorporation into contractors' models as a reference.
- C. Coordination Team:
1. The Coordination Team includes the KBDG BIM Coordinator, KBDG Construction Team, and Contractor BIM participants.
 2. The BIM Coordinator will act in a role similar to the construction manager of the virtual building.
 3. The Construction team is defined in the body of the construction contract.
- D. KBDG:
1. KBDG will enable the coordination process by acting as a facilitator rather than author of the models and subsequent drawings. KBDG will enable and coordinate the hand-off of information from the Architect and Engineers to the sub-contractors as needed. KBDG's role in the initial modeling and coordination is similar to its responsibilities to the project as a whole: developing a workable schedule for modeling in conjunction with KBDG's construction team and sub-contractors to support the overall project construction schedule.

EXHIBIT E
BIM REQUIREMENTS

2. KBDG will assign a BIM Coordinator to support and work with the specialty contractor detailers to achieve sign-off milestones.

- a) The BIM Coordinator will promote an efficient and productive coordination environment and process to meet the needs of the project team.
- b) The BIM Coordinator will administer the Coordination team and ensure sub-contractor participation and performance in all coordination efforts.
- c) The BIM Coordinator will create and update a mutually agreed upon BIM coordination schedule, which will directly relate to the overall project schedule.
- d) The BIM Coordinator will maintain records of the coordination meetings, monitor sub-contractor performance against the coordination metrics and construction schedules, and facilitate resolution of issues of interference or non-compliance.
- e) The BIM Coordinator will act as a liaison between the coordination team, the owner, and designers to ensure that all parties are aware of design changes or issues requiring design input for resolution.
 - (1) Note however that the RFI and submittal process still follow the procedures established by the construction project manager. Contractor RFIs and submittals that are the result of the BIM coordination process are not treated differently than other items.
- f) In the event that a coordination issue cannot be resolved between the coordination team, the BIM Coordinator will act as final arbitrator with the support of the KBDG project staff.

E. Specialty Contractors

1. Each specialty contractor is responsible for modeling their portion of work using a 3D authoring tool that meets the file export protocols agreed upon by KBDG and the coordination team.
2. Each specialty contractor will assign a BIM modeler to the project. This member will participate in coordination meetings remotely and occasionally on-site if specified.

V. COORDINATION SET-UP AND PARTICIPATION

- A. The purpose of the coordination model is to track and resolve spatial conflicts within and among the various models.
 1. This process shall not be considered a collaborative design effort. Each sub-contractor shall retain responsibility for the creation of each and every element of his or her design and for achieving the professional standard of care as they would in traditional 2D drawing deliverables.
 2. This process is not intended to alter the design intent, but to make minor corrections to carry out the design intent. If a change arises during the coordination process that impacts the design intent, this should be submitted through the established project RFI process.
- B. Provided design models are intended to be for reference only. All modeling related to the specific portion of work is the responsibility of the subcontractor.
 1. Subcontractors' models are expected to be produced completely by the subcontractor, and should not be edited versions of the design models.
 2. As subcontractors' models become more refined, these models will override the design models for that portion of work.
- C. Subcontractors shall develop their trade specific models by creating 3D fabrication models of their scope of work, based on the design documents. The sub-contractors are responsible for upholding the design-intent of the contract documents. The contractor and sub-contractor will use the 3D models for coordination, communication and construction planning.
- D. KBDG's BIM Coordinator will work with Coordination Team to integrate the subcontractors' models into a single federated model per the coordination process as described herein. The federated model is the combined model file of the model files produced by each discipline.
- E. KBDG's BIM Coordinator and subcontractors will review the models submitted by the subcontractors to determine constructability, including but not limited to soft interferences that may affect maintenance accessibility, hard interferences between objects, scheduling impact and logistical efficiencies.
- F. KBDG and the coordination team will report on any interferences or problems discovered in the review process during remote or on-site coordination meetings as required. Issues will be prioritized based on impact to cost and schedule and need for review from the Design Team. Subcontractors will propose solutions to any interferences or problems discovered. KBDG facilitated coordination meetings should serve as review meetings that will lead to specific action items that the sub-contractors will be expected to resolve and resubmit their models in accordance with and as required by the project schedule and prior to the next coordination meeting.
 1. KBDG facilitated meetings will not be reserved for low-priority interferences. Low-priority interferences should be resolved internally amongst the specialty contractors during coordination correspondence among the Coordination Team.
 2. It is not the intent of the scheduled coordination meeting to be the single time for interference resolution. Sub-contractors should be resolving interferences on a constant basis as they arise.

EXHIBIT E

BIM REQUIREMENTS

G. Modeling and coordination can be done by an on-site representative of the contractor or at the contractor's office.

H. Communication will take place via email, teleconference, and/or web-based meeting software at times proposed and agreed upon by the Coordination Team. Each Trade is required to collaborate with each other through email, telephone, and in person to resolve basic clashes outside of the Coordination meetings. It is expected that the Coordination meetings are held to address difficult areas that are not able to be coordinated between the multiple trades themselves. At these meetings, the resolution will be collectively agreed upon, and a trade will be identified as having to "move". This trade will adjust the respective model and repost it for the following meeting or sooner, as required. All trades are responsible to update and post the changes agreed upon at the meeting within the designated time frame after the coordination meeting.

I. Each subcontractor will be responsible for resolving conflicts and fully coordinating his or her 3D models within their own scope as well as with all applicable parties in compliance with the coordination schedule. Submitted models with extensive clashes will be returned to their author with notice that they are delaying the coordination process.

1. It is encouraged that specialty contractors take advantage of coordination software that will assist them in coordinating model elements frequently.

J. The BIM Coordinator's role is to assist the contractors' modelers in locating, tracking, coordinating, and resolving interferences. Responsibility for the resolution remains with the individual contractors. Each Trade is required to post to the KBDG BIM Server, up-dated drawings/models as required by the BIM coordinator, and prior to the clash detection analysis run by the BIM Coordinator (day and time to be determined). This will continue until the area is completely coordinated.

K. Clashes are expected to be resolved within the subcontractor's individual model, as well as between the subcontractor's model and:

1. Separate models from the same subcontractor.
2. Models of other subcontractors.
3. Architectural design model.
4. Civil design engineering model.
5. Other design models that remain relevant throughout some or all of the coordination process.
6. Owner's equipment model, where provided.
7. Other models relevant to the specific project, as discussed in the BIM coordination meetings.

L. Each model submittal must include two items:

1. A working model in a file format agreed upon and as described below, such as RVT, DWG, IFC, etc.
2. A coordination model in NWD format.

M. All revised 3D model submittals shall have a written narrative to define changes from the previous submittal. All Subcontractors will be required to submit a Model Status Report with each post. All Subcontractor's will be required to complete the corresponding Clash Analysis Word Document (when provided by the KBDG BIM Coordinator) on whether issues are resolved, unresolved, or pending additional information. This should be completed as required until all the coordination process is complete.

N. When coordination for each area is completed, each subcontractor will produce finalized installation or production drawings that will be used for construction. These drawings will be directly extracted from the respective subcontractors' 3D model that reflects their scope of work, so that the 3D model and 2D submittal drawings are completely in sync.

O. Fabrication drawing submittals must include all information necessary for the installation team to accurately install the items, including dimensions, elevations, sections, notes, etc.

P. Coordination between the Subcontractors' BIM representative and the Subcontractors' field personnel responsible for the installation of the work is solely the responsibility of the Subcontractor to ensure that the actual installation follows the proposed system(s) layouts in the final coordinated construction models.

Q. The confederated model will be updated frequently, but will not necessarily be a "real-time" representation of the current design at all times.

R. KBDG must approve all variations from the final federated model prior to any installations deviating from the final coordination model.

S. Each subcontractor is responsible for installing his or her work based on the construction model and accompanying installation drawings that have been properly signed-off during the coordination process and then submitted, reviewed, and stamped by the Design Team. All work installed deviating from the coordination model without the written consent of KBDG may require removal and reinstallation or other remedy as appropriate at the subcontractor's expense.

EXHIBIT E
BIM REQUIREMENTS

VI. MEETINGS

A. BIM Kick-Off Meeting Facilitated by KBDG:

1. All project stakeholders will meet and develop strategic goals and specific objectives for the coordination of building systems. The subcontractors' 3D modeling team, lead superintendent(s) and/or foreman and project managers assigned to the project will be required to attend. The project team will develop an execution plan and coordination meeting structure that supports these goals.
2. Each stakeholder will assign the necessary staff to the project for model authoring, project management, and constructability review.
3. The project team will develop specific performance metrics to track progress during the coordination and outcome metrics to measure the overall success of the efforts.
4. The project team will develop the technical logistics and protocols to support the information exchange between stakeholders. The project team will use KBDG preferred technical logistics as a template for the discussion but improvements can be suggested by the coordination team.
5. The project team will review the coordination schedule. A realistic and mutually agreed upon BIM coordination schedule will be created by KBDG with input from all sub-contractors participating in the coordination process. Coordination drawing development, coordination submittal drawing submission and review by the Engineer of Record, fabrication duration, and delivery lead times will be included to support the project construction schedule.
6. Milestones for coordinated areas will be created and aligned with KBDG facilitated coordination meetings. All Specialty contractors will be expected to meet the projected milestones.
7. All parties will agree upon software and versions to be adhered to throughout the process. Deviations to these in the future by the subcontractor may result in the need to reproduce the model into the agreed upon format so that all parties can utilize the model.
8. Specific modeling expectations should be made clear by all parties during this meeting. The coordination process will follow what is agreed upon from this point forward.

B. Regular Coordination Meetings hosted by KBDG:

1. Project teams should expect to participate in on-site face-to-face meetings as required by the project's needs with supporting online meetings as necessary.
2. The project team will operate and manage the coordination process against objectives determined by KBDG, make adjustments and measure outcomes and results.
3. Coordination meetings will be held on a regular basis, depending on the project constraints (daily, twice-per-week, weekly, etc.). Subcontractors are required to attend coordination meetings as needed to resolve outstanding issues to meet schedule milestones. Each Trade is required to designate a field staff member and a detailer to be present in ALL coordination meetings in order to make real time decisions and adjustments to the model, unless excused by the BIM Coordinator because this subcontractor's work is complete or there is no modeling required at a particular stage. Any and all modifications as a result of coordination meetings must be updated and posted to the KBDG BIM Server by the end of each week or as specifically required in the meeting.
4. Clash summaries may be produced at the conclusion of each coordination meeting to assist the coordination process. However, each subcontractor is still responsible for finding and correcting any clashes involving their work. Each subcontractor is responsible for ensuring that outstanding clashes from the reports are resolved in a timely matter. A clash analysis report may be generated by the BIM Coordinator which involves looking at each individual clash and documenting it by saving the appropriate viewpoints or through meeting minutes. The Coordinator will produce an updated Navisworks .NWD file on a regular basis, including the current versions of all models. These NWD files may include the clash viewpoints. When available, this Clash report & Navisworks .NWD file will be posted to the BIM Server by the Coordinator and a corresponding notice sent by the Coordinator to all parties involved that the report is ready.
5. The project team will review the coordination schedule. A realistic and mutually agreed upon BIM coordination schedule will be created by KBDG with input from all sub-contractors participating in the coordination process. Coordination drawing development, coordination submittal drawing submission and review by the Engineer of Record, fabrication duration, and delivery lead times will be included to support the project construction schedule.
6. Milestones for coordinated areas will be created and aligned with KBDG facilitated coordination meetings. All Specialty contractors will be expected to meet the projected milestones.
7. All parties will agree upon software and versions to be adhered to throughout the process. Deviations to these in the future by the subcontractor may result in the need to reproduce the model into the agreed upon format so that all parties can utilize the model.
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BIM REQUIREMENTS

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VII. TECHNICAL REQUIREMENTS

- A. All model files submitted to KBDG by subcontractors must be in a file format interoperable with KBDG's preferred software (Revit & Navisworks, version to be verified by the BIM Coordinator). For this project, it is expected that KBDG will utilize:
 1. Autodesk Navisworks, 2016 version
 2. Autodesk Revit, 2016 version
- B. The Coordination process requires strict adherence to the file management process. The process includes requirements for file designations, file cleaning and file storage.
- C. All model files submitted to KBDG by subcontractors must be in a file format interoperable with KBDG's preferred software. Any file format chosen by the subcontractor must be fully interoperable and compatible with KBDG's chosen coordination software and must result in a file that can be opened, displayed, and processed without any geometric, spatial or data degradation.
 1. A 3D .DWG file format will be acceptable during coordination.
 2. At any time during the project, KBDG may request an .IFC file with intelligent objects.
 3. All AutoCAD files must be saved in the agreed upon version with all X-ref files bound as a block.
 4. All Revit, ArchiCAD, CAD duct, CAD pipe, Bentley or any other authoring solution used to produce content must be saved with file extensions approved by the project team.
 5. Subcontractors are responsible for verifying that their intended software is consistent with the KBDG coordination software prior to the start of any modeling work.
 6. RVT and DWG files are preferred for the working models.
 7. NWD files are required for coordination.
- D. The 3D models are to consist of 3D solids (not lines, wire frames or point clouds) that represent the actual real-world dimensions of the building elements and equipment for the project.
 1. In specific cases, as agreed upon by the project team, point clouds may be included to show as-built conditions.
- E. The global coordinate system of the submitted files must match the coordinate system that was agreed upon by the project team. Submitted models must be aligned to the project coordinates (X, Y, & Z), basepoint, and rotation so that no modification is required to import accurately into the federated model.
- F. Subcontractors are required to utilize a web-based file transfer and collaboration site provided by KBDG for model updates and file sharing.
 1. Project Specific information for KBDG's file sharing site will be given to all sub- contractors at the beginning of the coordination process.
 2. Each subcontractor will receive a username and password that will allow them to have read and write access to their respective folder. Write access will only allow subcontractors to add files to the site, not modify those files or another file.
 3. Each project team member is to upload current project files on the agreed upon deliverable date. Uploads may occur several times during the week, however there will be a set time and date for the mandatory upload for each coordination meeting and related milestones established by the project team.

EXHIBIT E

BIM REQUIREMENTS

4. Each project team member is responsible for downloading the latest files necessary to complete the requirements set-forth by KBDG and the project team. To help minimize errors, each technician should be aware of the date of the folder that files are extracted from for coordination and review.

G. Subcontractors are required to provide all necessary object enablers to exchange interoperable model files created by the software in use by the subcontractor to be utilized by KBDG's coordination software.

H. Subcontractors shall not upgrade software versions or change submitted file formats once the 3D modeling process has begun without approval of KBDG. Subcontractors will be required to submit file extensions that match KBDG's version. If required based on the format, all files shall be saved down to the approved version in order to ensure compatibility and consistency.

VIII. CONFEDERATED MODEL MANAGEMENT

A. During the BIM kick-off meeting, the project team will agree upon a structure and features for the model files to be produced. The following model structure and features generally will be required, but they remain subject to revision by KBDG.

B. The building will be split into sections that reflect optimal schedule and logistic sequencing. Model elements must be modeled in a manner that reflects the construction sequencing required for installation. Each subcontractor will submit models that are split according to the sections that KBDG specifies during the BIM kick-off meeting.

C. If directed by KBDG, subcontractors will create one file per trade for each section.

D. Subcontractors shall update their models throughout construction by incorporating model changes including, but not limited to, those caused by the following:

1. Any documents that affect the contract documents
2. Revisions and any comments to approved shop drawings
3. As-built field conditions
4. Changes to work sequence
5. Changes requested by KBDG.

E. The model geometry must represent the project with actual real world dimensions. For example, the submitted model files of each area must be at the elevation consistent with the federated model.

F. KBDG reserves the right to dictate names and properties to individual model files and elements when required or when it is beneficial for the modeling process.

G. Subcontractors should be prepared to turn-over the specific layer standards used by their respective detailing department or third party where applicable. These layer standards will assist the project team with navigating the various files for locating specific objects.

H. All submitted files will follow the naming convention specified by KBDG. All files must be removed of any layers that contain unnecessary data and referenced data that are not required for the coordination process.

IX. SUBCONTRACTOR MODEL CONTENT REQUIREMENTS

A. KBDG will determine and direct the requirements for subcontractors with input from the project team.

B. Each subcontractor shall be responsible for creating, maintaining and updating the model for his or her scope of work.

C. Structural and Architectural backgrounds will be provided for subcontractors' use.

D. Modeling requirements for each trade shall include at a minimum the items below.

E. Modeling Level of Development will be finalized by the project team during the kick-off meeting, but is expected to include the items below at a minimum.

F. File Naming Conventions:

1. All model files for each discipline should follow the file naming designations:
 - a) Project-Design / Construction-Trade-Company-Area-Date
 - b) Example: _____-**DES-ARCH-SCAL-ZONE 1**
 - c) Example: _____-**CON-STEEL-ABC-ZONE 2**

G. Interference Grouping and Naming:

1. KBDG's BIM Coordinator will work with the project team to determine the best method of grouping, sorting and tracking interference logs for the project. These logs may be as simple as spreadsheet collision reports for distribution to field staff or alternative methods of tracking and reporting issues may be used depending on software availability in the field.
2. Once a method is agreed upon, subcontractors will participate in ensuring that logs are kept up to date and that issues highlighted in logs are resolved and brought to the attention of the appropriate parties.

EXHIBIT E
BIM REQUIREMENTS

H. Model requirements:

MODEL NAME / SYSTEMS INCLUDED	PREFERRED SOFTWARE / LEVEL OF DETAIL (LOD)	RESPONSIBILITY
KBDG		
_____-COORDINATION-MASTER-KBDG.NWF	Software: Navisworks 1. Master coordination model incorporating all project models. 2. Working file.	KBDG
_____-COORDINATION-KBD-2017-0901.NWD	Software: Navisworks 1. Regularly issued update of _____-COORDINATION MASTER-KBDG.NWF.	KBDG
_____-CON-REF-KBDG-2017-0901.RVT / .NWC	Software: Revit 1. Reference file containing relevant coordination / construction related items not modeled elsewhere.	
DESIGN		
_____-DES-ARCH-SCAL-2017-0901.RVT / _____-DES-ARCH-SCAL-2017-0901.NWC	Software: Design completed in Revit. 1. Full architectural design model, including. Floors, walls, roofs, doors, windows, cabinets, bollards, etc. 2. This file intended to remain active throughout the project.	
_____-DES-STRUCT-DG-2017-0901.RVT / .NWC	Software: Design completed in Revit. 1. Full structural design model, including. Structural floors, walls, foundations columns, beams, generic joists & girders, roof deck, etc. 2. This file intended to be replaced by the subcontractor's structural steel and joist models.	
_____-DES-PLUMB-dbHMS-2017-0901.RVT / .NWC	Software: Design completed in Revit. 1. Full plumbing design model, including. Pipes, equipment, fixtures, etc. 2. This file intended to be replaced by the subcontractor's plumbing model.	
_____-DES-FP-JH-2017-0901.RVT / .NWC	Software: Design completed in Revit. 1. Full fire protection design model, including. Fire pump (if required), fire risers, fire main lines etc. 2. This file intended to be replaced by the subcontractor's fire protection model.	
_____-DES-MECH-dbHMS-2017-0901.RVT / .NWC	Software: Design completed in Revit. 1. Full mechanical design model, including. Duct, mechanical piping, equipment, diffusers / grills, etc. 2. This file intended to be replaced by the subcontractor's mechanical model.	
_____-DES-ELECT-dbHMS-2017-0901.RVT / .NWC	Software: Design completed in Revit. 1. Full electrical design model, including. Equipment, fixtures, lights, main conduit, etc. 2. This file intended to be replaced by the subcontractor's electrical model.	
_____-DES-CIVIL-BOHLER-2017-0901.RVT / .NWC	Software: Design completed in AutoCAD / Civil 3D. 1. 2D / 3D civil files. 2. This file intended to remain active throughout the project.	

EXHIBIT E
BIM REQUIREMENTS

MODEL NAME / SYSTEMS INCLUDED	PREFERRED SOFTWARE / LEVEL OF DETAIL (LOD)	RESPONSIBILITY
CONSTRUCTION		
_____CON-CONC-ABC-2017-0901 Concrete Foundation Concrete Walls Concrete SOG / Decks	Preferred Software: N/A 1. Concrete subcontractor model if available. 2. Tilt-wall / precast wall panel penetrations, embeds, pockets, reveals, etc.	SUBCONTRACTOR
_____CON-STEEL-ABC-2017-0901 Structural Steel Misc. Steel Steel Stairs/Rail	Preferred Software: IFC compatible 1. All structural steel-related components. 2. All miscellaneous steel items. 3. All steel items to be embedded in concrete. 4. The fabrication level detailed model shall include, but is not limited to, major structural members such as beams, columns, elevated decks, embeds, etc., as well as secondary and miscellaneous details for the successful coordination of other building trades.	SUBCONTRACTOR
_____CON-FIRE-ABC-2017-0901 Fire Sprinkler System	Preferred Software: Revit or Revit compatible 1. Wet systems, pre-action systems, dry systems, gaseous systems, etc. 2. All fire protection-related components, including, all piping, valves, pumps, risers, controllers, sprinkler heads, valve assemblies, drain valves, fire department connections, etc. 3. All fire protection equipment. Use manufacturer's models where available. 4. All hangars, seismic bracing and support systems. 5. Fire protection equipment access zones, including areas to avoid for ESFR systems. 6. Equipment pads, inertia pads, access doors, and accessibility requirements for code and maintenance purposes.	SUBCONTRACTOR
_____CON-PLUMB-ABC-2017-0901 Full Plumbing System	Preferred Software: Revit 1. Domestic water, chilled water, steam, storm/roof leaders, sanitary, gas. 2. All plumbing-related components, including all Pipe fittings and connections, pumps, tanks, water heaters, in-wall carriers, in-wall plumbing equipment, valves, gauges & control valves, clean-outs, etc. 3. Insulation on piping 4. All plumbing equipment. Use manufacturer's models where available. 5. All hangars, seismic bracing and support systems. 6. Plumbing equipment access zones. 7. Equipment pads, access doors, and accessibility requirements for code and maintenance purposes.	SUBCONTRACTOR
_____CON-PU-ABC-2017-0901 Process Utility Systems	Preferred Software: Revit 1. Process utility systems (specific to project). 2. Requirements similar to plumbing but for all process utility systems.	SUBCONTRACTOR

EXHIBIT E
BIM REQUIREMENTS

MODEL NAME / SYSTEMS INCLUDED	PREFERRED SOFTWARE / LEVEL OF DETAIL (LOD)	RESPONSIBILITY
____-CON-MEUTL-ABC-2017-0901 Mechanical Piping	Preferred Software: Revit 1. Mechanical piping systems. 2. Requirements similar to plumbing but for all mechanical utility systems.	SUBCONTRACTOR
____-CON-MECH-ABC-2017-0901 Mechanical Duct	Preferred Software: Revit 1. All mechanical-related components including ductwork, air handling equipment, duct fittings, flanges, connections, fans, AHU's, ERU's, CRU's, unit heaters, terminal units, humidifiers, radiant flooring systems, split systems, pumps, tanks, valves, controls, heat exchangers, smoke & fire dampers, valves (including valve stems and handles), gauges & control valves, diffusers, registers, louvers, grilles, high & low point drains, starters, etc. 2. Insulation on duct. Both ductwork and insulation are to be modeled and tagged as separate pieces. 3. All mechanical equipment. Use manufacturer's models where available. 4. All hangars, seismic bracing and support systems. 5. Mechanical equipment access zones (RTUs, VAVs, etc.). 6. Equipment pads, inertia pads, access doors, and accessibility requirements for code and maintenance purposes.	SUBCONTRACTOR
____-CON-ELECT-ABC-2017-0901 Electrical/Power	Preferred Software: Revit 1. All electrical systems, including power, lighting, etc. 2. All electrical-related components including panels, transformers, switch/paralleling gear, ATS's, generators, cable tray, data racks, starters, VFD's, light fixtures, exit signs, fire alarm fixtures, speakers, AV equipment and fixtures, recessed electrical devices 3. All components for regular and emergency systems. 4. All power feeds to equipment. 5. All conduit 1" or larger in diameter. All Conduit bundles (two or more) where individual conduit is smaller than 1" in diameter. 6. Outlets and switches where coordination with architectural finishes is a priority. 7. All electrical equipment. Use manufacturer's models where available. 8. All hangars, seismic bracing and support systems. 9. Electrical equipment access zones. 10. Equipment pads, inertia pads, access doors, and accessibility requirements for code and maintenance purposes.	SUBCONTRACTOR
____-CON-TCOM-ABC-2017-0901 Low-Voltage: Phone/Data, A/V, Special Systems, Fire Alarm	Preferred Software: Revit 1. All low-voltage systems, including fire alarm, security, voice/data, etc. 2. Requirements similar to electrical but for all low-voltage systems.	SUBCONTRACTOR

EXHIBIT E
BIM REQUIREMENTS

X. 3D MODEL SUBMITTAL REQUIREMENTS

- A. Upon completion of the BIM coordination process for each area and at the direction of KBDG, each subcontractor will submit an updated version of the 3D model.
- B. Other trades will use final subcontractor-submitted 3D model files for coordination and layout.
- C. Provide for official submittal a set of 2D drawings extracted from the 3D model.
- D. All models are to be updated with project changes, including both design and field changes, in order to produce an “as-built” model at the end of the project.

XI. MODEL OWNERSHIP AND COPYRIGHT

- A. KBDG is the sole owner of the Confederated Model and any and all designs and modeling produced by the subcontractors for inclusion in the Confederated model. KBDG will make the Confederated Model available to all project participants to facilitate collaboration and coordination, and the use of the Confederated Model shall be limited to project-specific purposes and shall not be considered a license to place the Confederated Model to any use not necessary for and specific to the project.

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

Subcontractor shall continuously maintain insurance at all times that it is performing any work whatsoever or is otherwise present at the Worksite which is the subject of this Agreement, regardless of whether such work is specified under this Agreement, is an extra work outside of this Agreement, is required as part of the Subcontractor's return to the Worksite during the warranty period or longer period required by the Subcontract Documents or by law or set forth in the Prime Agreement, or is any other kind of work performed by the Subcontractor on behalf or at the request of the Constructor, Owner or Architect. The insurance shall have the minimum limits and coverage as shown below, or the minimum limits and coverage as set forth in the Subcontract Documents or the Prime Agreement, whichever is the more stringent. The insurance coverage and limits that are required in this Exhibit shall not limit the Subcontractor's liability in any way.

F.1 REQUIRED INSURANCE COVERAGE

1.1. Commercial General Liability Insurance. Subcontractor shall obtain Commercial General Liability Insurance with limits as outlined below. The Commercial General Liability Insurance shall be provided on an occurrence-based coverage form at least as broad as the most recent edition of Commercial General Liability Coverage Form (CG 00 01) as published by the Insurance Services Office, Inc. ("ISO"). This insurance shall include, without limitation, the following coverages: products/completed operations, property damage, bodily injury, and personal and advertising injury.

This insurance shall have annual per-occurrence and aggregate limits of at least:

Excavation Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Concrete Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Curtainwall Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Electrical Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Mechanical/HVAC Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Plumbing Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Framing & Steel Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Elevator Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Roofing Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Environmental Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
Demolition Subcontractors	\$6,000,000 Per Occurrence / \$7,000,000 Aggregate
All Other Subcontractors	\$3,000,000 Per Occurrence / \$4,000,000 Aggregate

*However, if Subcontractor uses crane \$6,000,000 Per Occurrence / \$7,000,000 Aggregate

The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

Products/completed operations coverage must be maintained for a period of five (5) years after the acceptance of and final payment for Subcontractor's work, or for such period of time as is set forth in the Prime Agreement, or for the period of any applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longest. Subcontractor shall furnish Constructor with Certificates of Insurance annually during this period.

Without limiting the foregoing, coverage shall comply with the following requirements: no exclusions for explosion, collapse, and underground damage to property of others; no professional liability exclusion broader than ISO form CG 22 79 07 98 or its equivalent; no modification to or deletion of the definition of "insured contract"; no insured versus insured (cross-suits) exclusion; no exclusion based on the nature of Subcontractor's work; no exclusion for water intrusion or water damage; no exclusion for earth movement; the limits of insurance shall not be eroded by defense costs.

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

If Subcontractor is an employee leasing firm or professional employer organization, an Injury to Leased Workers Endorsement to the policy (ISO form CG 04 24 10 93) is required.

1.2. Commercial Automobile Liability Insurance. Subcontractor shall obtain Commercial Automobile Liability Insurance on a current ISO form or equivalent.

Excavation Subcontractors	\$6,000,000 Per Occurrence
Concrete Subcontractors	\$6,000,000 Per Occurrence
Curtainwall Subcontractors	\$6,000,000 Per Occurrence
Electrical Subcontractors	\$6,000,000 Per Occurrence
Mechanical/HVAC Subcontractors	\$6,000,000 Per Occurrence
Plumbing Subcontractors	\$6,000,000 Per Occurrence
Framing & Steel Subcontractors	\$6,000,000 Per Occurrence
Elevator Subcontractors	\$6,000,000 Per Occurrence
Roofing Subcontractors	\$6,000,000 Per Occurrence
Environmental Subcontractors	\$6,000,000 Per Occurrence
Demolition Subcontractors	\$6,000,000 Per Occurrence
All Other Subcontractors	\$3,000,000 Per Occurrence

The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

This insurance must be written with a combined single limit for bodily injury and property damage (including wrongful death). This insurance must provide coverage for "any auto", including all owned, hired, borrowed, rented, leased and non-owned automobiles, and shall include insured/underinsured motorist liability. This insurance shall apply to work performed at or away from the Worksite and shall include a contractual liability endorsement (which includes a specific reference to indemnity provisions in the Agreement) and a MCS-90 Endorsement if transportation of solid or hazardous wastes is required.

1.3. Worker's Compensation and Employers' Liability Insurance. Subcontractor shall obtain Worker's Compensation and Employers' Liability Insurance, inclusive of Other States Endorsement providing coverage for all states, for all workers employed in connection with the project as follows:

Worker's Compensation: As required by statute in the state in which the Work is performed, including Occupational Disease meeting the statutory requirements within that state.

Employers' Liability: This insurance shall have annual per-accident/employee, per bodily injury by disease/employee, and annual aggregate limits of at least:

Excavation Subcontractors	\$5,500,000 Per Accident or Injury
Concrete Subcontractors	\$5,500,000 Per Accident or Injury
Curtainwall Subcontractors	\$5,500,000 Per Accident or Injury
Electrical Subcontractors	\$5,500,000 Per Accident or Injury
Mechanical/HVAC Subcontractors	\$5,500,000 Per Accident or Injury
Plumbing Subcontractors	\$5,500,000 Per Accident or Injury
Framing & Steel Subcontractors	\$5,500,000 Per Accident or Injury
Elevator Subcontractors	\$5,500,000 Per Accident or Injury
Roofing Subcontractors	\$5,500,000 Per Accident or Injury
Environmental Subcontractors	\$5,500,000 Per Accident or Injury
Demolition Subcontractors	\$5,500,000 Per Accident or Injury
All Other Subcontractors	\$2,500,000 Per Accident or Injury

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

These limits must apply when work is performed in monopolistic states.

If Subcontractor is an employee leasing firm or professional employer organization, an Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Constructor as Alternate Employer is required.

If work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, Subcontractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.

1.4. Contractor's Tools and Equipment Insurance. Subcontractor shall carry all-risk property insurance sufficient to cover any loss or damage to equipment, tools and other property owned or leased by the Subcontractor. Constructor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its contract with Owner. If Subcontractor uses such equipment, appurtenances or devices, Subcontractor shall provide: (1) insurance on a replacement cost basis for damage to the equipment, appurtenances and devices; and (2) insurance against any claim of injury (including death) or damage arising out of the use of or existence of said equipment, appurtenances or devices while in the care, custody or control of the Subcontractor.

1.5. Professional or Design Liability Insurance. If Subcontractor or any of its sub-subcontractors performs professional or design services of any kind, the Subcontractor will purchase and maintain or require its sub-subcontractor(s) to purchase and maintain professional liability insurance with limits of at least Two Million Dollars (\$2,000,000.00) and with the following coverages: punitive damages (where not prohibited by law), limited contractual liability, retroactive date that is no later than the date of inception of the professional or design services. Such coverage shall be maintained in effect for a period of five (5) years from the date of substantial completion of the Project or the duration of the applicable statute of limitations, whichever is longer. Such extended coverage may be obtained through annual renewals on the same terms as the original policy or through an extended reporting period of not less than five (5) years.

1.6. Cyber Insurance. Subcontractor shall carry cyber insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence. Cyber insurance shall include coverage for security and privacy liability (including, but not limited to, privacy violations, information theft, intentional and/or unintentional release of private information, regulatory defense expenses, coverage for fines and penalties, and alteration of electronic information), network security, media liability, business interruption and extra expense, crisis management expenses (including, but not limited to, notification expenses, public relations, reputational damage, forensic investigations, and credit monitoring expenses), cyber extortion, computer fraud, and funds transfer fraud.

F.2 INSURANCE TERMS AND CONDITIONS REQUIREMENTS

The following requirements are applicable to all of the insurance coverages required under this Exhibit, except to the extent otherwise indicated.

2.1. Insurer Requirements. Each insurer providing insurance coverage as required in this Exhibit shall be an insurer authorized to issue such coverages in the state in which the work is performed, and shall have an A.M. Best financial strength rating of A or better. Constructor shall have the right to reject any insurance company selected by Subcontractor for reasonable cause.

2.2. Additional Insureds. All insurance required by this Exhibit (excluding only Worker's Compensation and Employers' Liability Insurance and Professional or Design Liability Insurance, where required) shall name the following parties as additional insureds:

- 2.2.1. Kajima Building & Design Group, Inc.
- 2.2.2. Affiliates, Parents, and Subsidiaries of Kajima Building & Design Group, Inc. of all tiers.
- 2.2.3. Owner
- 2.2.4. Design Professional
- 2.2.5. Any other entities required by the Subcontract Documents or set forth in the Prime Agreement

For purposes of this Subcontract, each of these entities shall be referred to as an "Additional Insured" and collectively, these entities are referred to as "Additional Insureds". Insurance coverage for the Additional Insureds shall be for all liability arising out of the Subcontractor's, or sub-subcontractors of all tier's, work. All policies (including primary, excess, and/or umbrella) shall state that the insurance provided to the Additional Insureds is primary and non-contributory to any other insurance maintained by or available to the Additional Insureds. Except for the agreement between the Constructor and the Subcontractor, the requirement to include as Additional Insured, all of those entities identified in this Exhibit and elsewhere in the Subcontract Agreement shall not be subject to any requirement that an agreement exists directly or indirectly between Subcontractor and those entities. With respect to the Commercial General Liability Insurance required under this Exhibit, additional insureds status must be provided by forms CG 20 10 11 85, or CG 20 10 04 13 and CG 20 37 04 13, or their equivalent.

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

2.3. Certificates of Insurance. Certificates of Insurance must be delivered to Constructor prior to mobilization at the Worksite and shall be on AcorD forms (attached to this Exhibit), and shall include copies of the endorsements required in this Exhibit and the provision(s) in the policies or endorsements to the policies evidencing coverage for Additional Insureds as required by this Exhibit. Certificates of Insurance and endorsements will be signed by an Authorized Representative. Failure to obtain a Certificate of Insurance prior to the commencement of work shall not be deemed to be a waiver of Constructor's right to enforce this Exhibit or Subcontractor's obligation to comply with this Exhibit. If any of the above coverages are subject to or are in excess of any deductible or self-insured retention (see Section B.9. below), these amounts must be stated on the Certificate of Insurance.

It is understood and agreed that authorization is hereby granted to Constructor to withhold payments to Subcontractor until properly executed Certificates of Insurance and endorsements, as required above, are delivered to Constructor accompanied by a signed subcontract.

2.4. Sub-subcontractor Insurance Requirements. Subcontractor shall cause each of its sub-subcontractors or suppliers to obtain equivalent insurance coverage as specified in this Exhibit prior to their mobilization at the Worksite. Insurance requirements set forth herein shall become and be part of any purchase order or subcontract issued by Subcontractor as though fully set forth in said purchase order or subcontract.

2.5. Scope of Coverage and Limits of Insurance. To the fullest extent permitted by law, the coverage provided to the Additional Insureds must be at least as broad as that provided to the first named insured on each policy. In the event that any policy provided in compliance with this Exhibit states that the coverage provided to an Additional Insured shall be no broader than that required by contract, or words of similar meaning, the Constructor and Subcontractor agree that nothing in this Exhibit or elsewhere in the Subcontract Documents is intended to restrict or limit the breadth of such coverage.

The limits of insurance stated in this Exhibit for each type of insurance are minimum limits only; in the event Subcontractor's policies provide greater limits, then the Additional Insureds shall be entitled to the full limits of such policy, and this Exhibit shall be deemed to require such full limits.

2.6. Severability of Interests (Cross Liability). No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

2.7. Waiver of Subrogation. To the fullest extent permitted by law, all insurance Subcontractor or any sub-subcontractor(s) furnishes in compliance with this Exhibit shall include a waiver of subrogation in favor of the Additional Insureds. Said waivers shall be endorsed on to said insurance via ISO form CG 24 04 10 93 and NCCI form WC 00 03 13 or their present equivalents. To the fullest extent permitted by law, the Subcontractor and sub-subcontractor(s) hereby waive all rights against the Additional Insureds for loss or damage to the extent covered by valid and collectible insurance.

2.8. Cancellation Endorsement. Insurance policies to be provided by Subcontractor shall not be cancelled, not renewed, or materially changed except upon thirty (30) days prior written notice to Constructor via registered mail. If information concerning cancellation, non-renewal, or material change is not furnished by the insurer, Subcontractor or sub-subcontractor shall, with reasonable promptness, provide Constructor with such information.

2.9. Deductibles & Self-Insured Retentions. Subcontractor and sub-subcontractor(s) shall obtain written approval from Constructor if any insurance required by this Exhibit is subject to any deductible or self-insured retention in excess of \$25,000. Subcontractor and sub-subcontractor(s) shall be responsible for any deductible or self-insured retention under any insurance it provides. The coverage afforded to the Additional Insureds shall not be conditioned on the payment of any deductible or self-insured retention.

2.10. Constructor's Right to Procure Insurance. In the event of a failure of Subcontractor or any sub-subcontractor to furnish and maintain any of the insurance required under this Exhibit or to furnish satisfactory evidence thereof, Constructor shall have the right, but not the obligation, to procure such insurance on Subcontractor's/sub-subcontractor's behalf, and Subcontractor/sub-subcontractor shall furnish all necessary information in connection with Constructor's procurement and either pay the costs thereof to Constructor immediately upon presentation of a bill therefor, or have the cost thereof deducted from any payment otherwise due to Subcontractor/sub-subcontractor under the Contract/Subcontract at Constructor's option.

2.11. No Limitation. The insurance coverages maintained by Subcontractor and any sub-subcontractor(s) shall not limit any of Subcontractor or sub-subcontractor's indemnity obligations or other liabilities under the Subcontract Documents.

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

2.12. Notifications to Constructor. Subcontractor and any sub-subcontractor(s) shall promptly notify Constructor in writing of the occurrence of either or both of the following: (a) a claim asserted against Subcontractor or any sub-subcontractor which is covered by the insurance required under this Exhibit; and/or (b) the erosion of the aggregate limit of Subcontractor's Umbrella/Excess liability policy by 50%. For purposes of this subparagraph, "erosion" of coverage shall mean the expected total cost of claims as computed by the insurer.

2.13. No Waiver. Any waiver or modification of the insurance requirements stated in this Exhibit must be agreed to in writing by Constructor.

2.14. Conformance to Law. If applicable law limits the enforceability of any of the foregoing requirements, then Subcontractor shall be required to comply with the foregoing requirements to the fullest extent allowed by applicable law and this Exhibit shall be limited only to the extent required to conform to the applicable law.

2.15. Indemnity for Failure to Comply with this Exhibit. To the fullest extent permitted by law the Subcontractor agrees to fully defend, indemnify and hold harmless Constructor, the Owner and any other Additional Insureds, from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including attorney's fees, arising out of and or relating to any failure of the Subcontractor to obtain insurance complying with this Exhibit or any other failure of Subcontractor to comply with this Exhibit

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURANCE provisions or 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	CONTACT NAME PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED [Subcontractor.Company] [Subcontractor.StreetAddress] [Subcontractor.City],[Subcontractor.State] [Subcontractor.PostalCode]	INSURER A: INSURER B: INSURER C: INSURER D:

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
<p>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.</p>		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPERTY (EA OCCURRENCE) MED EXP (Any One Person) PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS- COMP/OP AGG \$ 2,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS ONLY						
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under SPECIAL PROVISIONS below	N/A	<input checked="" type="checkbox"/>	Other States Endorsement Included			<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE EA EMPLOYEE \$ 500,000 E.L. DISEASE -POLICY LIMIT \$ 500,000
	[PL.Description]		[PL.X]				[PL.Limit]
	CYBER INSURANCE		<input checked="" type="checkbox"/>				\$ 250,000

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

[Job.Name]
[Job.StreetAddress] [Job.City], [Job.State] [Job.PostalCode]
SUBCONTRACT NO: [Subcontract.No]

CERTIFICATE HOLDER

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

KAJIMA BUILDING & DESIGN GROUP, INC.
[Constr.StreetAddress]
[Constr.City], [Constr.State] [Constr.PostalCode]

AUTHORIZED REPRESENTATIVE

SAMPLE

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; In the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above. 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 additional exclusions apply:
This Insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. 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.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization**

Location(s) Of Covered Operations

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

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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

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.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization

Location And Description Of Completed Operations

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

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV- COMERCIAL GENERAL LIABILITY CONDITIONS) as amended by the addition of the following:

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 the Schedule above.

CG 24 04 10 93

Insurance Services Office, Inc., 1992

Page 1 of 1

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed.4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORESMENT

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)

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01 A
(Ed.2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties if Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

1. Alternate Employer

Address

2. State of Special or Temporary Employment

3. Contract or Project

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)

EXHIBIT G

SUBCONTRACTOR'S USE OF PROCORE

Constructor will utilize Procore (the "website") extensively on this project. Procore is a web-based software as a service (SAAS) platform designed to increase project efficiency and accountability. The service, including mobile platforms for iOS and Android devices (the "app"), will be provided at no cost to the Subcontractor and their indicated personnel for the duration of this project.

G.1 OVERVIEW

- 1.1. All project documents are provided and maintained on the website in their respective toolboxes.
- 1.2. Subcontractor shall assign, at a minimum, either one (1) Project Manager or one (1) field supervisor to fulfill the requirements of using the website.
- 1.3. Subcontractor shall become familiar and have a working knowledge on the use of the website and/or app. Training materials may be found on Procore's support website using the following:
 - 1.3.1. Self-Paced - <https://support.procore.com>
 - 1.3.2. Guided tutorials, selecting the Subcontractor option - <https://learn.procore.com>
- 1.4. Subcontractor is responsible for refreshing all project data, daily, on their mobile devices to ensure information is current. The website will govern if there are discrepancies between the website and the app.
- 1.5. Notifications including, but not limited to, Drawing releases, RFI responses, Submittal responses, Meeting Minutes, Observations, Safety Notices, Punch lists, etc. will be made through the website and sent via email to the individual(s) assigned by the Subcontractor. Email notifications may contain hyperlinks to content as opposed to attachments, however, Subcontractor is responsible for navigating to and/or downloading the contents regardless of how it is received.
- 1.6. Subcontractor shall make reasonable efforts to allow communications from the website to pass through their email filters. Failure to do so may prevent the user from obtaining updated information but does not relieve the Subcontractor from their obligations otherwise. Detailed information may be viewed on Procore's support website.
- 1.7. Constructor reserves the right to specify workflows and processes related to assigned items to resolve said items in the most efficient manner possible.

G.2 PROCORE TOOLS

The following tools will be made available to the Subcontractor, subject to the terms of the Prime Contract, including any revisions and/or improvements made by Procore:

- 2.1. Tasks – Items may be assigned to individuals as the project progresses. These items may or may not coincide with items assigned in other tools.
 - 2.1.1. Subcontractor is responsible for responding to Task items thru the website or app.
- 2.2. Drawings – Project drawings and revisions are logged to ensure that team members always have access to the most current drawing set.
 - 2.2.1. Subcontractor may elect to keep their private set of mark-ups in Procore for their use and download/re-production.
- 2.3. Specifications - Project Specifications and revisions are logged to ensure that the team members always have access to the most current specification set.
- 2.4. Meeting Minutes – Create, capture, and archive critical information exchanges between project leaders and the subcontractors, vendors, and other suppliers.
 - 2.4.1. Attendance is logged and must be met in accordance with the terms and conditions of this subcontract.
- 2.5. Requests for Information ("RFIs") – Create, capture, and archive critical information exchanges between project leaders and the subcontractors, vendors, and other suppliers.
 - 2.5.1. RFIs shall only be submitted through the website or app and only to the project RFI Manager.
 - 2.5.2. RFIs are only rendered complete when their status indicates "Closed".
 - 2.5.3. Only those clarifications or instructions noted in the "Official Response" shall be executed.
- 2.6. Schedule – The project schedule may be available to view in Procore, subject to confidentiality requirements of the Prime Contract.
 - 2.6.1. Constructor shall notify Subcontractor of availability and subsequent updates.

EXHIBIT G
SUBCONTRACTOR'S USE OF PROCORE

2.7. Submittals - Create, capture, and archive critical information exchanges between project leaders and the subcontractors, vendors, and other suppliers to ensure that the correct products and quantities are installed.

2.7.1. Subcontractor will submit required product data through the website and only to the project Submittal Manager.

2.7.2. Submittals are only rendered as accepted when their status indicates "For Record".

2.8. Punch Lists – Create, capture, and archive a clear list of issues while assigning responsibility of an item to a specific and tracking an item's current status.

2.8.1. Subcontractor will update and respond to Punch List items through the website or app.

2.8.2. Punch List items are not considered complete until their Response Status is "Resolved" and Status is "Closed".

2.9. Inspections – Create, capture, and archive comprehensive checklists to capture all of the requirements associated with the different inspections types that take place during the construction project lifecycle.

2.9.1. Subcontractor will update and respond to Inspection items through the website or app.

2.9.2. Inspection items are not considered complete until their Status is "Closed".

2.10. Observations – Project managers may assign tasks that must be completed to team members. These observations can encompass scopes of work including quality, safety, commissioning, warranty, and work to complete.

2.10.1. Subcontractor will update and respond to Observation items through the website or app.

2.10.2. Observation items are not considered complete until their Status is "Closed".

2.11. Documents – Procore's Project-level Documents tool is designed to manage and archive mission-critical project content.

2.11.1. Subcontractors may be required to upload content to specific folders and/or download content as the project progresses.

2.11.2. Subcontractor shall not, under any circumstances, attempt to upload malicious, harmful, lude or otherwise questionable materials. Doing so is a violation of Procore's terms & conditions and is subject to disciplinary action by Procore and/or Constructor.

2.12. Commitments & Change Orders – This tool summarizes the subcontract amount and applied change orders. This information is only visible to KBDG Project Managers and individuals named by Subcontractor.

2.12.1. Subcontractor shall have access to their executed commitment and any subsequent change orders through the website and app.

2.13. Daily Logs

2.13.1. Daily logs must include man power, hours worked and a description of the work completed that day.

2.13.2. Daily logs must be submitted by 5:30 PM in the time zone of the project for that day.

2.14. Each user assigned by the Subcontractor will be required to accept the terms and conditions for use of the website during the first login attempt and must be accepted in order to gain entry to the website. These terms and conditions are provided below for convenience but do not relieve the Subcontractor from the aforementioned obligation:

2.14.1. The user acknowledges and agrees to be bound by the following:

The Procore website (the "Website") and its owners and stakeholders are third-party to Kajima USA Inc. and all of its subsidiaries, parents, and affiliates ("the Kajima Family of Companies"). Accordingly, the Kajima Family of Companies will not be liable for any damages of any nature (whether actual, direct, indirect, special, consequential, or punitive) arising out of the use of the Website, including but not limited to downtime, loss of data, hardware failures, loss of productivity, virus attacks, or other computer system malfunctions. Any and all technical support issues shall be directed to the Website's US technical support team at 1-866-477-6267 or via email (support@procore.com). Use of the Procore.com Website and all Project related documents and information contained within the Website are being provided to the User as a convenience for the duration of the Project, subject to the terms and conditions provided in the agreement between Kajima Building & Design Group, Inc. ("Constructor"), and the User's respective company. In the event that User is not under contract with Constructor, the terms and conditions between Constructor and the Project Owner shall apply. The use of or failure to use the website by the User shall not give rise to nor be the basis of any claim of any nature, including but not limited to User's obligations and responsibilities under any agreement. All information contained within the website shall be deemed proprietary and confidential. User is provided a unique username and password combination and hereby agrees not to share or otherwise providing these unique credentials to anyone else and that doing so would constitute a breach of these terms and conditions. Upon a breach the User shall be denied future use of the website. All terms, conditions, and obligations of any related agreements shall remain in full force and effect.

EXHIBIT H
PAYMENT APPLICATION FORM

APPLICATION AND CERTIFICATION FOR PAYMENT

TO CONTRACTOR

[constr.address_line_1] [constr.address_line_2]
[constr.city], [constr.state_or_province] [constr.postal_code]

PROJECT

[job.addressLine1]
[job.city], [job.stateOrProvince] [job.postalCode]

APPLICATION NO

INVOICE NO

PERIOD

PROJECT NO

CERTIFICATION DATE

SUBMITTED DATE

[job.jobNumber]

FROM SUBCONTRACTOR

[vendor.address_line_1] [vendor.address_line_2]
[vendor.city], [vendor.state_or_province] [vendor.postal_code]

SUBCONTRACT FOR [cmt.name]

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1	Original Contract Sum	
2	Net Change By Change Orders	
3	Contract Sum To Date (Line 1 +2)	
4	Total Completed And Stored To Date (Column G on Detail Sheet)	
5	Retainage	
	a. [cmt.completedWorkRetentionPercent]% Of Completed Work	
	b. [cmt.materialsRetentionPercent]% Of Stored Material	
	Total Retainage (Line 5a + 5b OR Total In Column I Of Detail 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)	

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

SUBCONTRACTOR:

By _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Total Changes Approved In Previous Months By Owner / Client		
Total Approved This Month		
Totals		

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Net Change By Change Orders		

CONTINUATION SHEET

PAGE # OF #

[job.jobNumber]

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)	% (G/C)	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									
GRAND TOTALS									

**EXHIBIT H
PAYMENT APPLICATION FORM**

PROJECT [job.name]

SUBCONTRACTOR [vendor.name]

SUBCONTRACT NO [cmt.code]

APPLICATION FOR PAYMENT

List All Sub-subcontractors, Suppliers, Materialmen, Laborers, Mechanics, and Manufacturers Providing Goods or Services to Subcontractor on the Project.

(This list must accompany each Pay Request. If none, show NONE. Attach additional pages as needed)

COMPANY NAME

GOODS / SERVICES PROVIDED

ADDRESS & PHONE NO.

List of Persons or Entities Identified Above to Whom Subcontractor Owes Money

(This list must accompany each Pay Request. If none, show NONE. Attach additional pages as needed)

List of outstanding Field Work Orders not yet incorporated into Change Orders)

(This list must accompany each Pay Request. If none, show NONE. Attach additional pages as needed)

AFFIDAVIT AND WAIVER AND RELEASE OF LIEN

The undersigned, being duly sworn, deposes, certifies and says that: (I) he (she) is an officer of, and is duly authorized to make this affidavit, waiver and release on behalf of, [vendor.name]. ("Subcontractor"); (ii) Subcontractor has received all payments due to date under this contract, less applicable retention; and (iii) Subcontractor has paid in full or otherwise satisfied all of its obligations for labor, materials, equipment, and services and all other indebtedness associated with the performance of this contract. In consideration of the payments received, and upon receipt of the approved amount of this request, Subcontractor forever waives, releases and relinquishes any and all claims or rights of lien which Subcontractor may now have upon the real property and improvements above described and agrees to indemnify KBDG, its sureties and the Owners against any claim of lien asserted through or under Subcontractor with respect to this project, including without limitation any claim or lien asserted by any person who has furnished labor, materials, equipment or services of Subcontractor.

BY

TITLE

DATE

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EXHIBIT I

Ga. Code Ann., § 44-14-366

INTERIM WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT

STATE OF

COUNTY OF

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY KAJIMA BUILDING & DESIGN GROUP, INC. (NAME OF CONTRACTOR) TO FURNISH (DESCRIBE MATERIALS AND/OR LABOR)

FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS [Job.Name] (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF [Job.City], COUNTY OF [Job.County] AND IS OWNED BY [Client.Company] AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[Job.StreetAddress]

[Job.City], [Job.State] [Job.PostalCode]

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$....., THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS DAY OF 20.....

(WITNESS)

(SEAL / SIGNATURE)

(ADDRESS)

(COMPANY NAME)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AN ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (ANY ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACUTALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENMT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNEFORCEBLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. §44-14-366.

EXHIBIT J

Ga. Code Ann., § 44-14-366

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY KAJIMA BUILDING & DESIGN GROUP, INC. (NAME OF CONTRACTOR) TO FURNISH (DESCRIBE MATERIALS AND/OR LABOR)

FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS [Job.Name] (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF [Job.City], COUNTY OF [Job.County] AND IS OWNED BY [Client.Company] AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[Job.StreetAddress]

[Job.City], [Job.State] [Job.PostalCode]

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____ 20_____

(WITNESS)

(SEAL / SIGNATURE)

(ADDRESS)

(COMPANY NAME)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. §44-14-366.

PROJECT [job.name]

[vendor.name]

(III) In addition, to the fullest extent permitted by law, Subcontractor agrees to indemnify and hold harmless Constructor, Constructor's Sureties, and the Project Owner, and their respective officers and employees, from all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Subcontractor and persons employed or utilized by Subcontractor in the performance of the contract for the Project.

SIGNATURE _____

PRINTED NAME _____

TITLE _____

State of _____
County of _____

SIGNATURE OF NOTARY

My Commission Expires _____

EXHIBIT L

PROJECT

[Job.Name]

PROJECT ADDRESS

[Job.StreetAddress]

[Job.City], [Job.State] [Job.PostalCode]

OWNER

[Client.Company]

We, [Subcontractor.Company],

Subcontractor, Supplier or Materialman for trade [Subcontract.Title] (list trade) as described in Specification Section(s) _____ (list appropriate sections of specifications) do hereby warrant that all labor and materials furnished and work performed in conjunction with the above referenced project are in accord with the Contract Documents and authorized modifications thereto, and shall be free from defects due to defective materials or workmanship for a period of [Subcontract.Warranty] year(s) from the Date of Substantial Completion.

This Warranty Form shall not limit the duration of any warranties required in Bid documents, Plans, Specifications, other Contract Documents, and/or the Prime Agreement whether those warranties are general, specific and/or manufacturer's.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same shall upon written notice by the Owner, be made good by the undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner

SUBCONTRACTOR [Subcontractor.Company]

ADDRESS [Subcontractor.StreetAddress]

[Subcontractor.City], [Subcontractor.State]

[Subcontractor.PostalCode]

BY (SIGNATURE)

PRINTED NAME

TITLE

DATE _____

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

NOTARY PUBLIC

EXHIBIT M
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that [Subcontractor.Company], as Principal, hereinafter called "Subcontractor," and, _____, as Surety, a _____ corporation with head offices located at _____, hereinafter called "Surety," are held and firmly bound unto obligee Kajima Building & Design Group, Inc., a Delaware corporation, and its parents, affiliates, subsidiaries, guarantors, sureties, successors and assigns, hereinafter collectively called "Constructor," in the sum of [Subcontract.DollarAmount] Dollars ([Subcontract.TextAmount]), for payment whereof Subcontractor and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Subcontractor has by written agreement dated [Subcontract.Date] entered into a subcontract with Constructor for the performance of part of the work required of Constructor pursuant to a contract with ([Client.Company]) for the construction of [Job.Name] at [Job.StreetAddress] [Job.City], [Job.State] [Job.PostalCode] (the "Project"), which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract."

NOW, THEREFORE, if the Subcontractor shall faithfully perform and fulfill all its Subcontract duties and obligations including, without limitation, completion within the times specified and satisfaction of any warranties and guarantees, and shall fully indemnify, in accordance with its obligations set forth in the Subcontract and any additional obligations imposed by law, and save harmless the Constructor from all liability, costs, expenses, attorney's fees and other damages of any type, whether liquidated or not, direct or indirect, which it may suffer by reason of Subcontractor's failure so to do, and shall fully reimburse and make Constructor whole for all liability, costs, attorney's fees and other damages of any type, whether liquidated or not, direct or indirect, which the Constructor may incur in making good any default by Subcontractor (including, without limitation) completion of the Subcontract upon written notice to the Surety, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the conditions set forth below.

WHENEVER Subcontractor shall be, and declared by the Constructor to be in default under the Subcontract, the Constructor having performed its obligations thereunder, upon receipt of written notice of the Subcontractor's default and demand by the Constructor that the Surety fulfill its obligations under this bond the Surety shall either

- (i) promptly remedy the default; or
- (ii) promptly complete the Subcontract in accordance with its terms and conditions; or
- (iii) obtain a bid or bids for submission to the Constructor for completing the Subcontract in accordance with its terms and conditions, and upon determination by the Constructor and surety of the lowest responsible bidder who is reasonably acceptable to Surety and Constructor, arrange for a bonded contract between such bidder and the Constructor, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount of this bond as first set forth hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Constructor to Subcontractor under the Subcontract and any proper additions, deductions or other adjustments thereto, less the amount properly paid by Constructor to or on behalf of Subcontractor.

After receipt of written notice from the Constructor, the Surety shall begin to take appropriate actions as described above within seven (7) days as may be necessary to cure the Subcontractor's default and shall continue such actions so as to completely cure any default within twenty-one (21) days of its receipt of written notice.

**EXHIBIT M
PERFORMANCE BOND**

BOND NO. _____

Should the Surety fail to begin such actions within seven (7) days or fail to completely cure the default within twenty-one (21) days, then Constructor, without further written notice, shall have no obligation to mitigate any liability, cost, damage, expense or attorney's fees which it may incur and shall complete the Subcontractor's work in any manner it deems expedient and pursue all other remedies available for breach of this bond or which may be available by law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Constructor named herein or its successors or assigns.

Any increase in the Subcontract Amount shall automatically result in a corresponding increase in the Bond's penal sum without notice to or consent from Surety, such notice and consent being hereby waived.

IN WITNESS THEREOF, the parties have caused their names and seals to be affixed hereto this _____ day of _____, 20____.

PRINCIPAL-SUBCONTRACTOR

(SEAL)

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

SURETY

(SEAL)

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

Bond must be executed by an officer of the bonding company or by a duly authorized Attorney-In-Fact. If executed by an Attorney-In-Fact, a properly notarized Power-of-Attorney from the bonding company showing such authority must be attached hereto.

EXHIBIT N
PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that [vendor.name], as Principal, hereinafter called "Subcontractor," and, _____, as Surety, a _____ corporation with head offices located at _____, hereinafter called "Surety," are held and firmly bound unto obligee Kajima Building & Design Group, Inc., a Delaware corporation, and its parents, affiliates, subsidiaries, guarantors, sureties, successors and assigns, hereinafter collectively called "Constructor," in the sum of [cmt.numericalAmount] Dollars ([cmt.textAmount]), for payment whereof Subcontractor and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Subcontractor has by written agreement dated [cmt.contractDate] entered into a subcontract with Constructor for the performance of part of the work required of Constructor pursuant to a contract with ([client.name]) for the construction of [job.name] at [job.addressLine1] [job.city], [job.stateOrProvince] [job.postalCode] (the "Project"), which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract."

NOW, THEREFORE, the Condition of this undertaking is such that, if (a) the Subcontractor shall promptly pay all Claimants as hereinafter defined who have furnished labor, material, equipment or services required for use in the performance of the Subcontract and (b) shall indemnify and hold harmless the Constructor and its surety under any payment bond (regardless of its label) furnished by Constructor on the Project against (1) any damage, loss and expense arising out of any claims in connection with the Subcontract which Constructor or its surety would be required to incur or pay as a result of the payment bond furnished by the Constructor on the Project (including, without limitation, reasonable attorney's fees in the event that Subcontractor and Surety, after notice, fail to defend Constructor and/or its surety from such claims), then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject, however, to the conditions hereinafter set forth.

"Claimant" is defined as any person or entity who furnishes labor, material, equipment or services for the performance of the Subcontract and who: (1) has a direct contract with the Subcontractor; or (2) had rights to assert a claim against the Project pursuant to the lien laws in the jurisdiction where the Project is located; or (3) had rights to assert a claim against any bond provided by Constructor for the Project.

"Labor, material, equipment or services," as used herein includes: (a) that part of water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment, taxes, insurance, union contributions of other items or services, incurred for the work to be performed under the Subcontract, and (b) any thing or service for which a person or entity providing them to or through Subcontractor for the Subcontract could include in any lien it could have asserted against the Project or in any claim against any bonds provided by Constructor for the Project.

Subcontractor and Surety agree that every Claimant who has not been paid in full when due for labor, material, equipment or services covered by this bond may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. Constructor shall not be liable for the payment of any costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any Claimant other than in a state or federal court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payments made pursuant to it by Surety to Constructor or any Claimants.

IN WITNESS THEREOF, the parties have caused their names and seals to be affixed hereto this _____ day of _____, 20____.

**EXHIBIT N
PAYMENT BOND**

BOND NO. _____

PRINCIPAL-SUBCONTRACTOR

(SEAL)

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

SURETY

(SEAL)

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

Bond must be executed by an officer of the bonding company or by a duly authorized Attorney-In-Fact. If executed by an Attorney-In-Fact, a properly notarized Power-of-Attorney from the bonding company showing such authority must be attached hereto.

EXHIBIT O
WORK ENVIRONMENT LETTER

Kajima Building & Design Group, Inc. brings to the attention of all subcontractors that the company endeavors to maintain a cordial work environment on the project at all times, and that no employee of any company working on a Kajima Building & Design Group, Inc. project may use abusive language to any other employee or otherwise contribute to a hostile work environment.

We expect all subcontractors to bring this policy to the attention of their employees and remind them that harassment is unlawful. We also expect that subcontractors will appropriately discipline any employee who violates this policy. The company also reiterates that this issuance of policy is not to be construed as a contractual obligation to any employee.

We ask all companies working on the site to cooperate with Kajima Building & Design Group, Inc. in maintaining a proper professional work environment.

Sincerely,

KAJIMA BUILDING & DESIGN GROUP, INC.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM



CONSTRUCTOR'S SAFETY PROGRAM

**SITE SAFETY
AND
HEALTH PLAN**

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

SITE REQUIREMENTS

1. All material deliveries must be scheduled with the onsite Superintendent.
2. All subcontractors are required to attend a weekly project schedule and coordination meeting on site.
3. Subcontractors should make extra attempts to make sure that construction is taking place from the most current drawings.
4. Subcontractors should not proceed with any work that is considered a change condition and will bear additional cost unless they have written approval from KBD Group to proceed.
5. Subcontractors will be responsible for securing all equipment and materials on site.
6. Subcontractors will be responsible for temporary utilities to a job site office if they are utilizing one.
7. All parking, office, lay out areas, and material storage areas will be assigned per KBD Group's project superintendent.
8. All subcontractors are responsible for coordinating and verifying all underground work with existing conditions.
9. All subcontractors must coordinate and follow site specific schedules with respect to any utility and / or process tie-in's.
10. All subcontractors' workers must attend a KBD Group site safety orientation before their employees are allowed to work on site. Documentation for each employee must be maintained by subcontractor with copies sent to KBD Group.
11. Smoking is only allowed in designated areas.
12. Water from fire hydrants shall not be used unless permission from KBD Group is received.
13. All personnel must wear required PPE and a visibility vest or shirt.
14. Workers working in any type of aerial work platforms (scissors lifts included) shall properly wear a full-body harness and be secured to an engineered anchor point.
15. All subcontractors' must administer a JHA/JSA/Safety hazard talk to all their employees' before their employees are to do their daily work. Documentation with employee signatures must be maintained by subcontractor with copies sent to KBD Group at the end of the day.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

INTRODUCTION

This Site Safety and Health Plan for Kajima Building & Design Group, Inc. (KBDG), also referenced as Constructor, has been established, and the safety policies and regulations contained herein have been adopted in order to:

1. Minimize, with intent to eliminate, personal injury, property damage and loss of productive time.
2. Minimize all direct and indirect accident costs.
3. Increase employee skills, morale, and efficiency.
4. Provide for the safety of the public and the protection of employees and adjacent property.

Each Subcontractor shall conform to the guidelines and procedures of this Site Safety Plan and all applicable Federal, State, or Local Safety Codes or Standards. In the event of a discrepancy between any of the aforementioned requirements, the most stringent shall be enforced.

Each Subcontractor is responsible for the Safety of his own employees.

Each Subcontractor selected to work on KBDG sites must have, maintain and enforce their own Safety Programs in compliance with current OSHA Standards and with this Site Safety Plan.

Subcontractor's Supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable as Supervisors and shall be removed from the project.

KBDG shall have the responsibility to monitor all Subcontractors' safety compliance by the contents of the Site Safety Plan.

KBDG shall have the responsibility and authority to order immediate cessation and correction of any hazards caused by a non-compliant Subcontractor, and each Subcontractor shall have the same responsibility and authority for its lower tier Subcontractors under its control.

Each Subcontractor shall provide KBDG with the following documents prior to mobilizing on the site:

- Completed Emergency/Contact Personnel form
- Written Safety Program
- Written Substance Program
- Written Hazard Communication Program and MAINTAINED appropriate Safety Data Sheets (SDS)
- Updated SDS shall be provided to KBDG.
- Written Site Specific Fall Protection Plan.
- Site-Specific Steel Erection Plan (this applies to Steel Erectors only)

SUBCONTRACTOR SAFETY PROGRAM

Prior to commencing work at the site, each Subcontractor shall submit a copy of their Company's Safety Program and Site Specific Safety Plan to KBDG. Safety Policies and Procedures pertaining to their scope of work shall be included at a minimum. The name of the on-site Safety Representative, on-site "Competent Person" and Corporate Individual responsible for the implementation and enforcement of the Subcontractor Safety Program shall be included. The Emergency/Contact Personnel Form shall be provided to KBDG prior to the commencement of work operations.

Subcontractor's Supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable as Supervisors and shall be removed from the project by KBDG.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

PROJECT RULES WHICH EXCEED OSHA MINIMUM REQUIREMENTS

OSHA regulations are a **minimum** standard. Each Subcontractor shall comply with any federal, state, and local safety requirements. The most stringent safety rules/regulations shall be followed and, in some cases, the Site Safety requirements are the most stringent.

1. **Fall prevention and/or protection is required for all work activities at and above 6 feet!**
2. **Hard hats and safety glasses with side shields are required at all times.**
3. **Scaffold Inspection/Tagging.**
4. **Personal fall arrest / restraint systems shall be utilized when occupying any type of aerial lift (including scissors lifts). See also "Fall Protection" and/or "Aerial Work Platforms."**
5. **No Employee shall be permitted to ride on mobile scaffolds.**
6. **Fines will be issued for non-compliance of Safety Rules (See "Disciplinary Action Procedures").**
7. **Contractor that creates Hazardous conditions must ABATE those conditions per OSHA standards**

SECURITY

NO PERSONNEL SHALL BE PERMITTED ON THE PROJECT AFTER HOURS UNLESS AUTHORIZED BY KBDG SUPERVISION.

VISITORS

Any person not directly involved with the on-site construction of this Project, shall not be permitted to enter the site without first notifying the KBDG site office, signing a Visitor Waiver and Release Form.

All visitors are required to wear appropriate personal protective equipment (PPE) while in construction areas (truck drivers included). At a minimum, all visitors are required to wear: Hard hats, safety glasses with side shields, proper foot protection, etc.

MATERIAL/DELIVERIES

Deliveries shall only be permitted during work hours designated by KBDG.

Upon leaving the cab of their truck, all delivery truck drivers are required to wear appropriate Personal Protective Equipment (PPE) while in construction areas. At a minimum, truck drivers are required to wear: Hard hats, safety glasses with side shields, proper foot protection, etc. Each Subcontractor is required to enforce this policy.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

GENERAL SAFETY REQUIREMENTS

(Exhibit 1)

The safe and efficient completion of this Project requires a spirit of teamwork and cooperation from all workers. Also required are uniform standards of expected behavior. Subcontractor's employees who fail to comply with the project rules shall not be acceptable and shall be removed from site. Such employees who are removed from the project for noncompliance with the project safety rules shall not be eligible for re-employment on the project.

1. Willful and/or repeated violations of safety rules or safe work practices shall not be tolerated.
2. All injuries, no matter how slight, must be reported to the KBDG Supervisor immediately.
3. Submitting false or fraudulent information regarding an accident/injury shall not be permitted.
4. Fighting, gambling, horseplay, and other misconduct are not permitted, nor shall threatening another worker be tolerated.
5. This Site Safety Plan prohibits the manufacture, possession, sale or use of illegal substances and alcohol in the workplace. KBDG reserves the right to bar from site any employee convicted of a criminal drug offense in the workplace. All Employees must abide by the provisions of the Federal Drug-Free Workplace Act of 1988.
6. Sexual Harassment shall not be tolerated.
7. Keep clear of all equipment. Avoid pinch points and blind areas. Be alert to avoid swinging or suspended loads.
8. Be alert for and heed all warning / traffic signs at all times.
9. Approved hard hats and safety glasses with side shields must be worn while in construction and other designated areas. At a minimum, sturdy work shoes or boots are required for foot protection.
10. Shirts and long pants are required. T shirts with a minimum of 3-inch sleeves are required.
11. Do not use compressed air to "dust off" clothes or hair. Cleaning of concrete or concrete forms with compressed air requires the usage of goggles, face shield and protection for surrounding personnel.
12. There will be no unauthorized use or possession of tools, equipment, or materials owned by others.
13. Damaged/defective tools and equipment shall be removed from service and tagged "Unsafe- Do Not Use" or rendered inoperable.
14. Whenever anyone is required to work on or in the proximity of electrical or mechanical equipment or circuitry, appropriate tagging shall be placed to identify all controls deactivating the circuit, and the circuit shall be locked out.
15. Any worker exposed to a fall of 6' or greater shall be properly protected by means of guardrails, covers, safety nets or personal fall arrest systems.
16. Do not use makeshift or "jury rigged" tools or equipment to perform your job.
17. All fire protection and emergency equipment shall be plainly marked and must be kept free of obstructions for emergency use. Tampering with or unauthorized removal of fire extinguishers from assigned locations shall result in disciplinary action.
18. Unless specifically authorized, firearms and explosives are prohibited within the construction area.
19. Report all unsafe practices and conditions to your Supervisor at once. All site personnel are encouraged to approach other personnel with regard to safety infractions.
20. Only authorized and properly trained personnel are permitted to operate equipment, vehicles, valves, electrical switches and similar machinery.
21. Do not transport passengers in the rear of a dump truck, on tractors, forklifts, or similar equipment. Personnel riding in the bed of pick up trucks must be seated on the floor of the truck with their entire body inside the truck bed.
22. Do not smoke in areas marked "No Smoking" or near flammable or combustible materials.
23. Store and use gas cylinders in a secured, upright position. Oxygen and acetylene are to be stored 20' apart or separated by a firewall.
24. Maintain good housekeeping at all times. Keep waste, debris, and rubbish cleaned up. Place all lunch papers, cups, cans and other litter in trash receptacles. Discard and/or store all oily rags, waste and similar combustible materials in metal containers.
25. Employees shall not ride loads, slings, the ball, crane hook or other material hoisting equipment.
26. Keep all machinery guards, guardrails and other protective devices in place.
27. Be alert to conditions, work processes, other workers and equipment in order to avoid possible dangers.
28. Ground fault circuit interrupters (GFCIs) shall be used on all wiring systems- (including generators and welders).

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

29. Personal protective equipment (PPE) shall be worn in all operations where there is an exposure to hazardous conditions or where the use of such equipment will reduce the hazard.

30. Misuse or willful destruction of property and/or equipment shall not be tolerated.

31. Any worker exposed to silica must have proper controls in place and a written exposure control plan that is in compliance with the OSHA silica standard and/or "Table 1".

32. Any openings in floors, slabs, decks, walking surfaces, working surfaces, platforms, etc. which are created by the subcontractor, any of its sub-subcontractor or others whom the subcontractor is responsible for shall be properly protected by the subcontractor to prevent accidents or injury.

HAZARD COMMUNICATION ("RIGHT-TO-KNOW") PROGRAM

Each Subcontractor shall provide copies of SDS (in an organized binder) for products/chemicals anticipated to be used at KBDG sites to the KBDG Supervisor. A copy of the Subcontractors supplied SDS shall be retained in the field office and updated by the Subcontractor as necessary for the duration of the Project. Each Subcontractor shall be required to keep a set in the job trailer (for the use of their employees).

Each Subcontractor shall be responsible for training his/her own employees in Hazard Communication.

CONSTRUCTION SAFETY EVALUATIONS

KBDG Supervision shall make a daily tour of the jobsite to monitor work operations and take corrective action as necessary. A formal weekly tour shall be performed and documented on the KBDG Safety Audit Checklist form (available in Procore or upon request). The dates of the Formal and Documented Inspections shall be transferred to the KBDG Monthly Safety Activity Report and forwarded to KBDG Safety Director by the 4th of each month.

The results of the Evaluation shall be reviewed with the appropriate Subcontractor and corrective action taken. Ways to prevent recurrence shall be implemented.

SAFETY REVIEW/MEETINGS

PRE-PROJECT SAFETY MEETING

Each Subcontractor's Foreman shall meet with the KBDG Project Superintendent prior to the commencement of work. The safe way of performing the work and the nature of the hazards should be featured. The meeting shall be documented in Procore.

WEEKLY JOB MEETINGS

Weekly scheduled Job Meetings shall be held and coordinated by the KBDG Supervisor. Each Subcontractor working on this project shall delegate one representative to attend this meeting which will cover jobsite issues. Safety concerns along with other jobsite issues shall be addressed and ways to eliminate/minimize the hazards/exposure shall be discussed. Appropriate scheduling may resolve the safety items in question. This representative shall have the authority and responsibility to make decisions and corrections and maintain all safety requirements for the Subcontractor.

The KBDG Supervisor may require special Safety Meetings. Each Subcontractor's Representative shall be required to attend.

WEEKLY SAFETY MEETINGS

Each Subcontractor's representative shall conduct a QUALITY Weekly Safety Meeting. Attendance is mandatory.

Accidents and near misses during the previous week shall be reviewed, discussed, and action to prevent recurrence discussed. The safe way of performing the work and the nature of the hazards should be featured. The meeting should be open to general discussion. Ideas brought up by workers should, if practical, be put into practice. If not practical, reasons should be given as to why the idea cannot be used.

Each meeting shall be documented stating: Topic, date, content, meeting presenter and attendees. The Subcontractor shall retain training documentation and a copy forwarded to the KBDG Supervisor.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

SUBSTANCE ABUSE PREVENTION PROGRAM

This Site Safety Plan prohibits the manufacture, possession, sale or workers under the influence of illegal substances and alcohol in the workplace. KBDG reserves the right to bar from site any employee convicted of a criminal drug offense in the workplace. All employees must abide by the provisions of the Federal Drug Free Workplace Act of 1988.

Any worker receiving medical attention due to a work related injury shall be required to submit to a drug screen.

Any worker involved in an incident where property damage is in excess of \$500.00 shall be required to submit to a drug screen.

If there is a "reasonable suspicion" of illegal drug use in the workplace, a worker may be required to submit to a drug screen.

Any worker who tests positive for illegal drugs and/or alcohol shall not be permitted to work on any KBDG project.

Any worker refusing to submit to a drug screen shall not be permitted to work on any KBDG site.

FIRST AID AND EMERGENCY PROCEDURES/ INCIDENT REPORTING, INVESTIGATION & RECORDKEEPING

All injuries, no matter how slight, shall be reported to the KBDG Superintendent.

Emergency phone numbers the job site address shall be posted at the KBDG office trailer.

Each Subcontractor shall be responsible for providing and maintaining appropriate first aid supplies. Only individuals currently certified by the American Red Cross (or equivalent) should administer first aid. The names of these individuals shall be submitted to the KBDG Supervisor. Each Subcontractor shall have at least one certified individual.

Each Subcontractor shall be responsible for providing transportation for any employee requiring outside medical attention.

Each Subcontractor shall be responsible for providing First Aid Attention to "his" workers.

At times, accidents "almost" happen. A matter of inches closer or seconds sooner would have resulted in injury or property loss. Any incident resulting in a "Near-miss" shall be reported to the KBDG Supervisor prior to the end of the work shift. Any incident resulting in a serious injury or property damage shall be reported **IMMEDIATELY!**

An incident resulting in Property/Vehicle Damage will be reported to the KBDG Supervisor IMMEDIATELY. The ***KBDG Incident Report*** Form shall be completed by the Subcontractor and forwarded to the KBDG Supervisor within 24 hours.

Any incident resulting in off-site medical treatment, property damage or "Near Miss" shall be investigated within 24 hours. The Subcontractor shall coordinate the investigation using the ***KBDG Incident Report Form*** within 24 hours. Copies shall be provided to the KBDG Supervisor. Corrective action shall be taken to prevent recurrence.

DISCIPLINARY ACTION PROCEDURES

The success of KBDG Projects will be to a large extent, dependent upon the cooperation from both KBDG and subcontractor employees, and strict compliance with established safety rules, regulations, policies, etc. All employees are required to comply with the safety rules that apply to the task they are assigned. The purpose of discipline is not to penalize the employee, but to assist in changing undesirable work habits into good ones, thereby eliminating the potential for injury or damage.

In order to be effective, the disciplinary program must be enforced in a fair and consistent manner, taking into account the severity of the undesirable act or condition, which occurred or was present, and any previous disciplinary problems. Fines may be issued to KBDG and subcontractor employees for non-compliance with the Safety Program including violations such as, but not limited to hard hats, eye protection, face protection, etc. Each repeat violation will result in a minimum fine of \$250.00.

To insure compliance, infractions of the safety rules, or acts committed by an employee should be handled according to the following progressive discipline guidelines.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

Enforcement Procedure:

I. First Offense

A. Verbal Warning

In those instances where an employee is observed committing an undesirable act or condition, the employee is to be informed that his/her actions are jeopardizing his/her or other's safety. The exact nature of the hazard and what is acceptable is to be thoroughly explained to the employee. The violation is to be brought to the attention of the employee's Supervisor and an informal written note made and filed in the Project's Safety file.

If the undesirable act is of a serious nature, a written reprimand may be issued for a first offense.

II. Second Offense

A. Formal Warning Reprimand – reorientation of worker and supervisor - Safety Hazard Notification Issued.

In the event an employee is observed committing a second undesirable act of the same offense, a completed Safety Hazard Notification shall be issued. This notification will explain in detail, the nature of the hazard and a fine of \$250.00 (minimum per each observation).

Example:

(*) Five (5) Subcontractor employees are observed in the construction area without eye protection. The KBDG Supervisor verbally warns the workers and informs them that eye protection is required at all times. The violation is also to be brought to the attention of the employees' Supervisor. Later that afternoon, the KBDG Supervisor observes the same workers without the proper eye protection. The Subcontractor will receive a Safety Hazard Notification and a fine in the amount of \$1,250.00 (5 repeat infractions X \$250.00 each = \$1,250.00). A copy shall be filed in the Project Safety file.

A deductive Change Order will be issued to the subcontractor for the fines accumulated over the duration of the project.

(*) ALL money collected by KBDG for these violations will be donated to a local charity.

III. Third Offense

A. A second completed Safety Hazards Notification issued for the same safety violation by an employee shall result in the employee being removed from the Project and shall not be permitted to return to the site.

Three formal written safety reprimands of various offenses shall result in the employee being removed from the Project and shall not be permitted to return to the site.

An employee may be banned from the jobsite at any time if the violation is flagrant or involves a serious offense (i.e. Riding the headache ball, failure to use required fall protection, etc.).

Subcontractor's Supervisors who are unable or unwilling to secure personnel performance in compliance with the contractual obligations of safety shall not be acceptable as Supervisors and shall be removed from the project.

PERSONAL PROTECTIVE EQUIPMENT

Each Subcontractor shall be required to provide and enforce the use of all personal protective equipment.

Hard hats are required for all individuals and shall be worn as approved by the manufacturer and shall meet the ANSI Standard Z89.1.

Safety glasses with side shields shall be worn while on this Project and shall meet the ANSI Standard Z87.1.

Dark tinted lenses are not permitted while working indoors.

Long pants - No shorts.

Hearing protection shall be required when noise levels exceed 85 decibels.

As a minimum, sturdy work shoes or boots are required for foot protection. No tennis shoes, soft soled shoes or steel toe sneakers shall be permitted.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

Shirts with at least 3" sleeves are required.

Work gloves shall be required where hand injuries may occur.

Face shields, in addition to safety glasses, shall be worn when using tools such as grinders, partner saws, block saws and any other similar equipment.

Body Harnesses attached to shock absorbing lanyards/retractable lanyards shall be worn for fall protection - **No Safety Belts.**

Visibility vests or shirts will be worn at all times while on site.

CONCRETE AND MASONRY

Each Subcontractor shall have available at the jobsite, formwork, shoring erection and removal plans as required.

All concrete and masonry cutting must be done with the proper silica control measures in place and working.

All masonry and concrete walls greater than 8 feet high shall be adequately braced to prevent overturning and to prevent collapse.

A limited access zone shall be established prior to the start of concrete construction. This zone shall be equal to the height of the wall plus four feet.

All protruding rebar which employees can fall into/onto shall be guarded to eliminate the hazard of impalement. This includes stubbed up conduit and pins driven into the ground for bracing.

Mushroom style rebar caps do not provide adequate protection and shall not be permitted as protection from impalement. These caps shall only be used for scratch protection only.

Employees placing rebar at elevations over six (6) feet above the ground, slab, or other working surface shall be required to use appropriate positioning and fall arrest equipment.

Reinforcing steel may not be hoisted by #9 wire- properly rigged chokers must be used. No overhead hoisting with shake out hooks.

ELECTRICAL

Only trained and qualified personnel shall be permitted to work on electrical/mechanical equipment and installations.

Ground Fault Circuit Interrupters (GFCI) shall be used on all wiring systems - (including generators and welders).

Damaged electrical tools and equipment shall not be permitted on site.

Cords and cables shall either be suspended a minimum of 7 feet above the walking surface (with an insulated hanger) or shall be placed in such a manner to prevent damage or constitute a tripping hazard.

All temporary lights and lighting in trailers shall be protected by guards or shatterproof bulbs.

ENERGY CONTROL/LOCKOUT

Each Subcontractor shall at all times, enforce an energy lockout program when working on or nearby machinery or equipment where the unexpected movement or release of stored energy could endanger employees. Subcontractors shall provide a copy of their Company's Lockout/Tag out Program to the KBDG Supervisor prior to work operations for review.

All energized equipment shall be locked out / tagged out prior to the commencement of work operations. The equipment shall be tested prior to the work operation to ensure that all stored energy has been released.

EXCAVATION & TRENCHING

The Subcontractor shall submit the name of the responsible "Competent Person" regarding Excavations to the KBDG Supervisor. The Subcontractor's Supervisor and the Competent Person shall be responsible for ensuring that his employees and lower tier subcontractors comply with all applicable standards.

Prior to any excavation operation, all underground utilities shall be located.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

All trenches and excavations greater than four (4) feet deep shall have an access ladder placed every twenty-five (25) feet of lateral travel.

All excavations greater than 5 feet deep shall be inspected and documented daily on the KBDG Daily Excavation Inspection form (or equivalent) by the "Competent Person." If environmental conditions change, such as heavy rains, the excavation may warrant additional documented inspections.

All excavations greater than 5 feet deep shall be protected from cave-ins by benching, sloping, shoring or other protective means such as trench boxes.

All spoils shall be kept at least two (2) feet from the edges of the excavation.

Guardrails, fencing, barricades or covers shall protect all excavations.

FALL PROTECTION

The Subcontractor shall submit the name of the responsible "Competent Person" regarding fall protection to the KBDG Supervisor. This individual shall be responsible for ensuring that his employees and lower tier subcontractors comply with the KBDG Site Safety and Health Plan.

All employees working at elevations or exposed to a fall of 6 feet or greater shall be trained in the proper use, inspection and storage of fall protection equipment.

All employees exposed to a fall of six (6) feet or greater shall be protected from falling by using guardrail systems, safety nets, or personal fall arrest systems. This includes steel erection, decking installation, roofing operations and work performed from scaffolds.

Personal fall arrest/restraint systems shall be utilized when occupying any type of aerial lift (including scissors lifts).

All personal fall arrest systems shall be attached to an anchorage point capable of supporting a minimum of 5000 pounds or engineered to support twice the maximum intended load.

All lanyards shall be equipped with shock absorbers and locking type snap hooks.

An emergency fall rescue plan must be submitted to KBDG supervision by the "competent person."

All "holes" or openings greater than 2 inches shall be covered, barricaded by guardrails, or other means that are in compliance with the OSHA standards. If covered, the cover must be secured in place and the marked with "FLOOR COVER – DO NOT REMOVE"

All employees working from ladders exposed to a fall of 6 feet or greater shall be protected from falling by using an appropriate fall arrest system unless the Subcontractor can show that it is not feasible or it creates a greater hazard.

During scaffold erection and dismantling, employees exposed to a fall of 6 feet or greater shall be protected from falls when an appropriate anchorage point is reasonably available unless the Subcontractor can show that such protection creates a greater hazard. Documentation shall be provided to the KBDG Supervisor prior to such operations.

FIRE PROTECTION/PREVENTION

Each Subcontractor shall be responsible for ensuring that all employees and lower tier subcontractors comply with all applicable standards.

All employees shall be trained in the proper type and use of fire extinguishers. P.A.S.S. Training documentation shall be made available upon request.

All spark producing operations shall require the use of fire extinguishing equipment rated for the hazard.

All tarps and blankets shall be constructed of a fire retardant material.

Open fires shall not be permitted.

Use of gas or diesel powered tools and equipment in enclosed spaces shall be avoided at all times. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary and is authorized by the KBDG Supervisor. In the case of such exceptions, measures shall be taken to ensure adequate ventilation to prevent buildup of exhaust fumes and fuel vapors.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

All gasoline and diesel powered equipment adjacent to, or inside a building or structure shall have a fire extinguisher rated not less than 2A-20B:C available for use.

The travel distance from any point to the nearest fire extinguisher shall not exceed 100 feet.

WELDING AND CUTTING

Hot Work Permits may be required for some work operations and shall be issued at the discretion of the KBDG Supervisor.

Proper eye protection shall be worn for welding and cutting operations. Tinted lens safety glasses do not provide adequate protection and shall not be worn.

Torches shall be lighted by friction lighters or other devices, not by matches or from other hot work.

When practical, objects to be welded, cut or heated should be moved to an area free of fire hazards, or if the object cannot be moved, all movable fire hazards shall be moved out of the area, and all other hazards protected.

When the welding, cutting or heating operation is such that normal fire prevention precautions are not sufficient, additional personnel (fire watch) shall be assigned to guard against fire while the operation is being performed and for a sufficient period of time after the completion of the work to insure that no possibility of fire exists. When operations are conducted on walls, floors, and ceilings, steps shall be taken to insure against fire hazards on the opposite side from the work.

A fire extinguisher rated not less than 2A-20B:C shall be immediately available wherever welding or cutting operations are being conducted.

MOBILE MATERIAL HANDLING EQUIPMENT

Absorbent diapers shall be utilized on all equipment where a chance of an oil leak exists.

Damaged/defective equipment shall not be permitted on any KBDG Project.

No Free rigging material off the forks of lifts is allowed on KBDG projects

All vehicles/material handling equipment shall be equipped with functioning backup alarms and warning horns.

Only properly trained and authorized personnel shall be permitted to operate hoisting equipment and mobile equipment. This shall also include powered industrial trucks and forklifts.

Operators of cranes and mobile equipment shall be required to inspect their equipment prior to start up each day to insure that the equipment is in safe operating condition. Defective equipment shall not be used.

Seat belts shall be worn while operating all types of material handling equipment.

Fire Extinguishers shall be located on all types of material handling equipment.

CRANES

The Subcontractor shall submit the name of the "Competent Person" for the inspection of rigging, assembly / dismantle, and Crane operator certification and health card for the specified crane to the KBD GROUP Supervisor. This individual shall be responsible for ensuring that all employees and lower tier subcontractors comply with all standards covered under 29 CFR 1926 Subpart and Subpart CC and that only qualified operate equipment.

Current annual crane inspections must accompany all cranes. Copies shall be forwarded to the KBDG Supervisor. This document shall remain on file at the jobsite for duration of the project.

Crane operators shall sound the crane's horn to warn individuals of the overhead hazard. Loads shall be routed as to minimize exposure to workers.

Loads shall not be flown over any workers other than those allowed by OSHA standard

At least ½ inch tag lines shall be used when hoisting all material overhead. Exception: Loading and unloading trucks.

Shake-out hooks shall be used for loading/unloading trailers and not used for swinging loads overhead.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

Hand signals for crane use shall be posted. Only trained personnel shall be permitted to signal the crane operator. Subcontractors using cranes shall post standard crane signals at the jobsite.

A **Critical lift Questionnaire** (or equivalent) shall be completed when the materials being hoisted meet or exceed 75% of the cranes rated capacity.

Crane or Derrick suspended personnel platforms shall not be used unless the erection, use, and dismantling of conventional means of reaching the work site would be more hazardous or not possible. No hoisting of personnel should be done without the approval of the KBDG Supervisor.

The operation of hoisting equipment in the vicinity of high voltage lines is a recognized construction hazard and as such adequate planning shall eliminate or reduce the exposure as much as possible. The use of hoisting equipment in the vicinity of high voltage lines shall be kept to an absolute minimum. Whenever operating in the vicinity of power lines is unavoidable, measures to safeguard the operation and other employees in the vicinity must be taken and may include:

- instructing employees of hazard;
- deactivation of energized lines;
- installing insulating material on power lines;
- Providing employee as "spotter" to insure that the proper clearance is maintained.

However, when the operation of hoisting equipment in the vicinity of power lines is unavoidable, the requirements under 29 CFR 1926 Subpart CC, must be maintained.

MOTOR VEHICLES

All vehicles brought on to any KBDG Project shall be insured per KBDG Insurance requirements.

Operators of motor vehicles shall carry a valid driver's license.

All vehicles entering/leaving the Project shall be subject to search.

HOUSEKEEPING

Rubbish, Debris, waste, and useless material constitute fire and accident hazards and shall be removed from the work area as fast as they accumulate, but no less often than daily.

Nails shall be bent over or removed from all construction material.

All formwork shall be promptly removed to storage/staging areas after stripping operations are completed.

All stairways, corridors, ladders, catwalks, ramps, passageways and work platforms shall be kept clear of loose material and trash.

Hoses, welding leads, electrical cords, etc. shall be placed overhead or out of walkways in such a manner as to eliminate tripping hazards.

Oily rags, flammable liquids and other similar materials subject to spontaneous combustion shall be placed in fire resistant covered containers and disposed of daily.

Materials and supplies shall be kept from edges of hoist ways, stairways, floor openings and when exterior walls are being built away from the perimeter of the building.

Tools shall not be strewn about where they may cause tripping and/or falling hazards and shall be properly collected and stored at the end of the day.

Upon completion of work in an area, thorough clean-up shall be done prior to relocating to another work area.

Access areas and work surfaces are to be maintained in a mud/rut free condition by use of stones or other aggregate material to eliminate the possibility of slips, trips, or falls.

Workers shall be instructed to practice required housekeeping as part of their assigned duties.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

Subcontractors shall maintain an orderly worksite free from accumulations of construction debris. Clean up shall be performed on an ongoing basis. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after 48 hours written notice by KBDG to the Subcontractor, the Subcontractor has not diligently proceeded with the clean-up work as outlined in this section, then KBDG has the right to proceed with the clean-up work at the Subcontractor's cost and expense.

SIGNS AND SIGNAGE

Each Subcontractor shall provide and properly locate and maintain warning signs, lights, barricades, railings and other safeguards for the protection of workers and others on, about, or adjacent to their work, as required.

AERIAL WORK PLATFORMS

Each Subcontractor shall ensure that aerial lift platform operators have been trained in accordance with the manufacturer's operation manual before operating the aerial lift platforms.

Personal fall arrest/restraint systems shall be utilized when occupying any type of aerial lift (**including scissors lifts**). Lanyards attached to scissors lifts shall be adjusted to restrain the worker from falls.

All personal fall arrest systems shall be attached to an anchorage point capable of supporting a minimum of 5000 pounds or engineered to support twice the maximum intended load.

Barricades, signs or spotters shall be used below any overhead work area in aerial lifts or in scissors lifts when working outside lifts footprint.

Steps, ladders, or similar items shall not be placed on platforms to provide additional reach.

Aerial work platforms shall not be "field modified" for uses other than those intended by the manufacturer unless the modification has been certified in writing by the manufacturer.

Gates and mid-chains shall be kept closed and locked when in use.

OVERHEAD WORK OPERATIONS

When overhead work poses a hazard, the floor/ground area below shall be barricaded and posted with a sign to read "DANGER, KEEP CLEAR, and PERSONNEL WORKING OVERHEAD."

CONFINED SPACE ENTRY

Subcontractors who anticipate entering confined spaces must first provide the KBDG Supervisor with a copy of their Company's Confined Space Program in accordance with 29 CFR 1926 Subpart AA

Subcontractors must post signage on all confined spaces that maybe entered.

No worker shall be permitted to enter a Permit Required Confined Space unless the atmosphere has been tested and the worker is properly trained.

An approved confined space entry permit shall be utilized.

LADDERS & SCAFFOLDS

Each Subcontractor shall submit the name of the "Competent Person" regarding ladders and scaffolds to the KBDG Supervisor. This individual shall be responsible for ensuring that "his" employees and lower tier subcontractor employees comply with all applicable standards.

All Scaffolds shall be erected, moved, or dismantled only under the supervision of his employer's "Competent Person."

Each Subcontractor shall provide safe access to all scaffolds/work platforms.

All scaffolds shall be inspected and TAGGED by the Competent Person prior to use and following any modifications.

Employees working from scaffolds, exposed to a fall of 6 feet or greater, shall be protected by guardrails, safety nets, or personal fall arrest systems.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

Employees are not permitted to ride mobile scaffolds.

During scaffold erection and dismantling, employees exposed to a fall of 6 feet or greater shall be protected from falls when an appropriate anchorage point is reasonably available unless the Subcontractor can show that such protection creates a greater hazard. Documentation shall be provided to the KBDG Supervisor prior to such operations.

Periodically, the Subcontractor's "Competent Person" shall inspect ladders for visible defects. Damaged ladders shall be withdrawn from service until repaired.

Approved access ladders (No stepladders) shall be provided on all scaffolds. Climbing the scaffold bucks or cross bracing shall not be permitted.

Metal ladders shall not be used around electrical installations. Use of metal ladders under other conditions is at the discretion of the KBDG Superintendent.

When ladders are used to access upper elevations, the side rails shall extend at least three (3) feet above the landing.

Stepladders shall not be used as straight ladders - stepladders shall be fully opened with the spreaders locked.

All straight ladders shall have "safety feet" and must be secured against displacement.

Employees working from ladders, exposed to a fall of 6 feet or greater, shall be required to wear and use appropriate fall protection unless the Subcontractor can show that it is not feasible or creates a greater hazard.

RESPIRATORY PROTECTION

Each Subcontractor using respiratory protection shall submit the name of the "Qualified Person" regarding respiratory protection to the KBDG Supervisor. This person shall be responsible for ensuring that "his" employees and lower tier subcontractor employees comply with all applicable standards.

When possible, all hazards shall be eliminated by accepted engineering controls. When not feasible, appropriate respiratory protection shall be provided by the Subcontractor.

Employees performing tasks that require the use of respiratory protection shall receive a medical evaluation and appropriate training prior to donning the respirator.

Each respirator wearer shall be properly fit-tested. Documentation shall be kept on file at the job site.

TOOLS - HAND / POWER / AIR

The Subcontractor Supervisor shall be responsible for ensuring that all workers and lower tier subcontractors comply with all applicable standards.

Damaged/Defective tools shall not be permitted on KBDG sites.

Guards and/or safety devices shall not be removed, altered, blocked, or circumvented in any way.

Makeshift or jury-rigged tools shall not be permitted on any KBDG Project.

Face shields, in addition to safety glasses, shall be worn when using tools such as grinders, partner saws, block saws, or similar tools or equipment.

All personnel using powder-actuated tools shall be able to provide documentation (cards) of adequate training, by the manufacturer's representative.

Powder actuated tools shall not be loaded until immediately before use. "Spent" loads shall be discarded in trash receptacles and not on the ground.

Pneumatic air and power tools shall be secured to the hose or whip in a positive manner to prevent accidental disconnection.

Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled.

EXHIBIT P
CONSTRUCTOR'S SAFETY PROGRAM

BULK STORAGE AREAS

The Subcontractor Supervisor shall be responsible for ensuring that all workers and lower tier subcontractors comply with all applicable standards and are trained in spill response.

The KBDG Supervisor shall designate fuel storage and lay down areas.

"No Smoking or Open Flame" signs shall be conspicuously posted at fuel storage areas. Appropriate fire extinguishers shall be located in the immediate area.

Fuel storage tanks shall be placed in containments, diked to contain spills unless double walled. Two (2) layers of six- (6) mil plastic shall protect the ground area inside the berm/dike. All seams of the plastic layers shall be sealed so not to allow leakage of fluids. A fire extinguisher shall be located between thirty-five (35) and seventy-five (75) feet of travel.

All large fuel storage tanks shall be grounded.

All containers shall be clearly marked to show the contents.

Unless in the original container, only UL approved metal (no plastic) safety cans with flash arrestors shall be used for the handling and use of flammable and combustible liquids of five (5) gallons or less.

Oxygen and Acetylene bottles shall be stored at least twenty (20) feet apart or separated by a firewall. A fire extinguisher shall be located between thirty-five (35) and seventy-five (75) feet of travel.

All stored compressed cylinders shall be capped and secured in an upright position. "No Smoking" signs shall be posted.

Subcontractor must maintain on site proper adequate spill response and clean up material

HAZARDOUS MATERIALS

Subcontractors shall be required to IMMEDIATELY notify the KBDG Supervisor of any spillage of hazardous materials, regardless of the quantity.

Drums or other containers uncovered during excavation operations shall be reported immediately to the KBDG Supervisor.

When the disposal of hazardous waste is necessary, a proper manifest shall be required. Copies of all manifests shall be forwarded to the KBDG Supervisor.

EXHIBIT Q
SITE SAFETY ORIENTATION

All Subcontractors are required to follow OSHA construction industry regulations. Where KBD Group, subcontractor, or state/local requirements are more stringent, those requirements shall apply.

*From Good to Great*

Site Safety Orientation

The Power of Solutions


Site Safety Orientation

*From Good to Great*

Outline

- Site security overview
- Drug-free Workplace
- Tobacco Use Policy
- Emergency Action Plan
- Medical/First Aid
- Your rights
- Your responsibilities
- Discipline
- Job Safety Analysis
- PPE
- Respiratory Protection
- Heat-Related Illness
- Hazard Communication
- Confined Space
- Housekeeping
- Barricades
- Ladders/Scaffolds
- Fall Protection
- Electrical
- Fire Protection
- Hot Work
- Equipment Inspections
- Steel Erection
- Cranes & Rigging
- Aerial & Scissor Lifts
- Heavy Equipment
- Forklifts
- Excavation & Trenching
- Traffic Control


Site Safety Orientation

*From Good to Great*

Drug Free Workplace

- This project is committed to a safe, drug free workplace.
- Drug and alcohol use/abuse will not be tolerated.
- The following are prohibited:
 - Being under the influence of any amount of alcohol or drugs;
 - The use, sale, offer to sell, purchase, transfer, distribution, or possession of alcohol, drugs, or drug paraphernalia;
 - Possession of a firearm or other dangerous weapon.


Site Safety Orientation

*From Good to Great*

Drug Free Workplace


- Any worker involved in an accident/incident will have a post-incident drug/alcohol test performed.

Site Safety Orientation

*From Good to Great*

Tobacco Use Policy

- The use of tobacco products in any form is PROHIBITED except in designated areas.
- These areas are the only places where employees are permitted to use tobacco products.
- The employee parking areas, port-o-lets, site vehicles, and heavy equipment cabs ARE NOT designated areas.



Site Safety Orientation

*From Good to Great*

Prohibited on Site

- No Photos taken on site
- Cell phones can be used during breaks and in designated area (unless they are being used for site communications)



Site Safety Orientation

EXHIBIT Q
SITE SAFETY ORIENTATION

KBD GROUP *From Good to Great*

Emergency Action Plan-Notifications

- In the event of an emergency, call emergency services if needed, then immediately notify your supervisor.
- KBD Group site management and safety must be notified immediately of any site emergency.

Site Safety Orientation

KBD GROUP *From Good to Great*

Emergency Action Plan-Notifications

- KBD Group Management & Safety Contacts

Site Safety Orientation

KBD GROUP *From Good to Great*

Emergency Action Plan-Evacuation

- In the event of an evacuation, notice will be provided by:
 - Radio or cell phone announcement
 - Permanent building alarm system (when in place)
- Exit the building or work area through the nearest safe exit.

Site Safety Orientation

KBD GROUP *From Good to Great*

Emergency Action Plan-Evacuation

- Proceed quickly, but safely to the muster point.
 - Primary muster point: Employee Parking Lot
 - Secondary muster point: KBDG Employee Parking lot
- Assemble by company/crew for accountability.
- Do not leave the staging area until directed by site management.

Site Safety Orientation

KBD GROUP *From Good to Great*

Emergency Action Plan-Severe Weather

- In the event of severe weather, take shelter.
 - Notice to shelter will be given by 3 long air horn blasts, radio, and/or cell phone.

Site Safety Orientation

KBD GROUP *From Good to Great*

Medical/First Aid

- Each contractor is responsible for providing medical treatment/first aid to its employees.
- KBD Group must be notified of any injury/accident involving KBDG subcontractors, regardless of severity; proper investigation will be filed.




Site Safety Orientation

EXHIBIT Q


SITE SAFETY ORIENTATION

Medical/First Aid



- If an ambulance is needed,
 - Immediately notify KBD Group
 - Provide the jobsite address to the dispatcher;
 - Be ready to meet the ambulance at the gate and escort the driver to the location of the injury/illness.
- If no ambulance is needed, each contractor is responsible for transportation to medical facilities as needed.

Site Safety Orientation



From Good to Great

Your Rights

- You have the right to a safe workplace that is free from recognized hazards.
- You have the right to stop work at any time you believe a task is unsafe.
- You have the right to copies of your work-related medical records.
- Your employer must have the required OSHA posters on site and available for your review.

Site Safety Orientation



From Good to Great

Your Responsibilities

- Notify your supervision of any unsafe or hazardous condition.
- Comply with all project rules and procedures.
- Cooperate with any incident investigation.
- Work safely.
- Attend all safety meetings.
- **REPORT ALL INJURIES IMMEDIATELY TO YOUR SUPERVISOR!**

Site Safety Orientation


KBD GROUP

From Good to Great

Disciplinary Action

- For those acts not considered immediately dangerous to life or health, the following apply:
 - **First Occurrence:** Verbal Warning. A verbal warning is considered to have been given at this time for any topics covered during orientation.
 - **Second Occurrence:** Written warning, retraining, suspension, or removal from project.
 - **Third Occurrence:** Removal from project.

Site Safety Orientation



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Disciplinary Action- Immediate Removal from Site

- Failure to follow fall protection policy.
- Failure to follow substance abuse policy.
- Failure to follow LOTO procedures.
- Enter or allow to enter an unprotected excavation/trench.
- Enter or allow to enter a confined space.
- Fighting, horseplay, or practical joking.
- Theft or other criminal activity.
- Possession of a firearm or other dangerous weapon.
- Unsafe or reckless operation of any motorized vehicle or piece of equipment.
- Taking PHOTOS on site


Site Safety Orientation

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EXHIBIT Q

SITE SAFETY ORIENTATION


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From Good to Great

Job Safety Analysis

- All work tasks shall be planned each day prior to commencing work activities.
- Foremen shall meet with their crew and perform the JSA.
 - Each worker shall contribute to the process.
 - JSA should be performed in the actual work area.
- All crew members should know where the JSA is located and its content.


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Job Safety Analysis

- Each worker shall sign in on the JSA each morning and sign out each evening.
- If a worker moves to another crew, he must sign out on the first JSA and review and sign in on the new one.
- If the work changes (location, additional hazards, etc.) the JSA must be reviewed and edited as necessary.


Site Safety Orientation




From Good to Great

Personal Protective Equipment (PPE)

- The following PPE must be worn 100% of the time in project work areas:
 - Hard hat
 - Safety glasses w/side shields
 - High visibility vest or shirt
 - Minimum 4" sleeve
 - Hard soled boots, minimum 6" uppers. No tennis shoes.



Site Safety Orientation



From Good to Great

Personal Protective Equipment

- Hearing protection
 - Hearing protection should be worn in areas where ambient noise levels exceed 90 dBA.
 - Rule of thumb: If you must raise your voice to be heard, you probably need hearing protection.
- Eye and face protection
 - Safety glasses must be worn 100% of the time
 - Face shields must be worn when performing grinding, chipping, or cutting.
 - Welding helmets must be worn while welding. No soft cap welding

The slide features a dark blue header with the KBD GROUP logo on the left and the slogan "From Good-to-Great" in white italicized font on the right. The main title "Respiratory Protection" is displayed in a large, bold, black serif font, underlined by a thin red horizontal line. Below the title, there are two bullet points in a black sans-serif font. The first bullet point is "Major respiratory hazard on site is silica," followed by a sub-point: "Dust producing activities such as dry sweeping, blowing, cutting, or grinding concrete, mixing mortar, and throwing trap rock are the major hazard producing activities." The second bullet point is "Use engineering controls," followed by a sub-point: "Wet methods, vacuums, fans". A faint, light gray graphic of a folded piece of paper is visible in the background behind the text.

EXHIBIT Q
SITE SAFETY ORIENTATION

KBD GROUP

From Good to Great

Respiratory Protection

- Use of dust masks does not require special training.
- If any type of tight fitting face piece is worn (half face or full face), your company must ensure:
 - You are medically cleared;
 - You have been trained;
 - You have been fit tested for each respirator you use.
- All medical exams, training, and fit testing must be completed annually.

Site Safety Orientation

KBD GROUP

From Good to Great

Hazard Communication

- “Right-to-Know”
 - Chemical or substance
 - Properties
 - Hazards
- Your employer is responsible to provide training on the chemicals or substances you are required to use or may be exposed to on-the-job.
- You are responsible for knowing the hazards and how to safely handle and use chemicals or substances necessary for your job.

Site Safety Orientation

KBD GROUP

From Good to Great

Hazard Communication

- Container labeling
 - All containers are required to be labeled.
 - Manufacturer’s original label must be legible on primary containers.
 - Secondary containers must be labeled with the name of the chemical or substance and provide hazard information (words, pictograms, NFPA diamond, etc.)

Site Safety Orientation

KBD GROUP

From Good to Great

Hazard Communication

- SDS
 - Your company must have a SDS for all chemicals on site.
 - KBD Group Safety has a copy of all KBDG subcontractor SDSs.
- Storage
 - Always store chemicals properly. Storage guidelines are listed on the SDS.
 - Be aware of areas where chemicals are stored.

Site Safety Orientation

KBD GROUP

From Good to Great

Confined Spaces

- Any space that is large enough for you to enter and perform work, has limited means of access/egress, AND is not meant for continuous occupancy.
- KBDG requires contractors to post signage on all confined spaces
- Permit required spaces must fill out KBDG confined space form.
- Do not enter any confined space without authorization.
 - Confined space entrants, attendants, and supervisors must have documented training and.
 - Entry permits must be completed prior to entry.

Site Safety Orientation

KBD GROUP


From Good to Great

Housekeeping

- Work areas shall be kept orderly at all times.
- Trash shall be disposed in proper containers (cans or bags) and emptied as needed.
- Debris, excess materials, etc., shall be removed from the work area each day.
 - If materials cannot be removed, stack neatly out of the way.
- At all locations where drinking water is dispensed, an adequate container for disposal of used cups shall be provided.

Site Safety Orientation


EXHIBIT Q SITE SAFETY ORIENTATION




From Good to Great


Yellow Barricades

- Caution must be taken when working near or crossing yellow barricade.
- Take an extra few seconds to assess the area before crossing the barricade.
- Ask workers if there is a better path to cross the work area.
- Yellow barricades, spotters or signs must be used when performing work from a aerial lift.




From Good to Great


Site Safety Orientation




From Good to Great


Red Barricades

- Do not cross red barricade without permission.
 - This includes work from aerial lifts.
- Red barricades must be complete (4 sided).
- Point of contact must be posted on all red barricades.
- Red barricades, spotters or signs must be used when performing work from any lift where tools or materials exceed the size of the basket.




From Good to Great


Site Safety Orientation




From Good to Great


Ladders

- Trestle type and aluminum ladders are prohibited.
 - Fiberglass or wood ladders only.
- Ladders shall be inspected each shift before use.
 - Rails, rungs, spreaders (stepladder), feet, etc.
- Stepladders can not be used folded up.
- Do not use top rungs of stepladder.
- Do not overload the specified limits of the ladder
- Do not climb back of stepladder unless designed as a two-man ladder.




From Good to Great

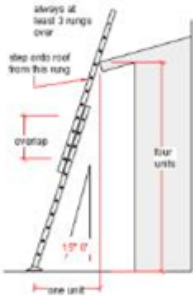
Site Safety Orientation




From Good to Great

Ladders

- Straight ladders must be secured at top and bottom to prevent tipping.
- Rails must extend at least 3 feet above the upper landing surface.
- Straight ladders must be set at 4:1 (vertical:horizontal)




From Good to Great

Site Safety Orientation



From Good to Great


Scaffolds

- A designated competent person for scaffolding shall inspect scaffolds at the beginning of each shift.
- Tags shall be posted at access point.
 - Green: Scaffold is complete and ready for use.
 - Yellow: Scaffold may be used, but follow special condition(s) listed on tag.
 - Red: Scaffold is not safe for use.
- Perry or baker scaffold more than 6' high must have outriggers.
- Mobile scaffolds shall have all wheels locked when in use.
 - Do not ride mobile scaffolds.




From Good to Great

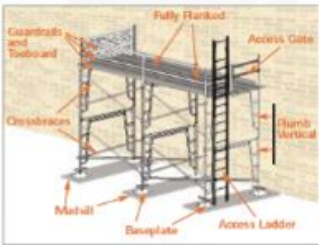
Site Safety Orientation




From Good to Great

Scaffolds

- Fall protection is required at heights greater than 6', even during erection and dismantling.
 - Guardrails or PFAS
- Must be fully decked at working height with toe boards installed.
 - Planking must be scaffold grade and have 12" overlap with no more than 1" space between planks.
- Cross braces, all pins, and base plates must be installed.
 - Install mud sills as needed.
- Tie scaffold to structure with appropriate material when required.
- Use only approved means of access.
 - Do not climb cross bracing or frame.




From Good to Great


Site Safety Orientation

EXHIBIT Q
SITE SAFETY ORIENTATION

KBD GROUP *From Good to Great*

Fall Protection- PFP

- **100% FALL PROTECTION REQUIRED AT OR ABOVE 6'**
 - Includes steel erection, scaffold erection/dismantling, roofing, precast concrete, etc.
- If you are required to use fall protection equipment, you must be trained to do so.
- Anchor points must be rated for 5000 lbs.
- Horizontal lifelines must be engineered.
- Do not tie back to your lanyard.
- Do not tie off to wire rope perimeter cable.
- Inspect all fall protection equipment before each use.
- **IF YOU ARE UNSURE HOW TO PROPERLY TIE OFF, ASK!**



Site Safety Orientation

KBD GROUP *From Good to Great*

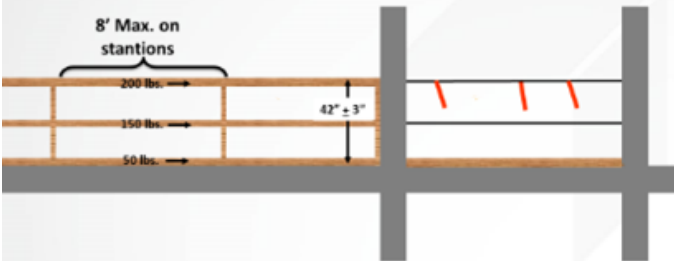
Fall Protection – Guardrails

- Top rail must be at a height 39" – 45" ($42" \pm 3"$)
 - Must withstand force of 200 lbs. in any direction
- Mid rail must be halfway between the top rail and floor.
- Toe board may have no more than 1/4" gap above floor.
- No more than 8' between stanchions.
- Wire rope rails must be flagged every 6' with high visibility material.
- Wire rope top rails shall not deflect more than 3" in any direction.

Site Safety Orientation

KBD GROUP *From Good to Great*

Fall Protection – Guardrails




Site Safety Orientation

KBD GROUP *From Good to Great*

Fall Protection – Hole Covers

- If hole cover is removed, you must :
 - Use fall protection if >6' in depth;
 - Protect the area while hole cover is removed;
 - If cover cannot be placed, barricade the area to prevent others from walking or driving into the hole.

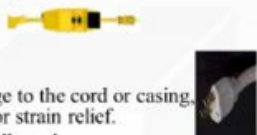


Site Safety Orientation

KBD GROUP *From Good to Great*

Electrical

- All cords and tools must be protected by GFCI.
- Inspect and test GFCIs prior to use.
- Use only heavy duty extension cords.
 - No light duty or flat cords.
 - Do not use any cord or tool with damage to the cord or casing, missing ground prong, or broken plug or strain relief.
 - Electrical tape repairs to cords are not allowed.
- Romex from temporary panels must be protected until a height of 8'.



Site Safety Orientation

KBD GROUP *From Good to Great*

Electrical

- Only UL listed and labeled lights may be used for temporary lighting.
- Temporary lights must be properly supported.
 - Do not hang from wires.
 - No more than 10' between supports.
- Electrical room doors shall be locked.
- All service panels/breaker boxes shall be locked and labeled.
- Follow lockout/tag-out procedures when performing work on energized equipment.

Site Safety Orientation


EXHIBIT Q
SITE SAFETY ORIENTATION

KBD GROUP

From Good to Great

Fire Protection

- A fire extinguisher must be present for every 3000 ft² of construction placed off the floor and at each stairwell.
 - Travel distance not more than 100 ft.
- All fire extinguishers shall be inspected monthly.
- Fire hydrants and extinguishers must be accessible at all times.
- 10b extinguisher must be located within 15 ft. of gas powered equipment.
- 20b extinguisher must be located at least 25 ft. but not more than 75 ft. from flammable liquid storage areas.
- Only metal safety cans may be used. No plastic.
- When refueling equipment, the engine must be off.





Site Safety Orientation

KBD GROUP

From Good to Great

P.A.S.S.

Pull the safety pin
Aim the extinguisher
– stand 6-10' away and aim at base of fire
Squeeze the trigger
– to activate the release of the extinguishing agent
Sweep
– from side to side to cover the area of the fire




Site Safety Orientation

KBD GROUP

From Good to Great

Hot Work

- Any activity that produces a flame or spark.
 - Grinding, welding, cutting, etc.
- The hot work section of the JSA must be complete prior to performing any hot work and a hot work checklist must be filled out.
- Fire watch must be present for entire duration of hot work, plus 30 minutes after hot work has ceased.
- Fire extinguisher adequate for potential fire must be readily accessible from work area.
- Inspect all tools and equipment prior to hot work.
 - Removed damaged equipment from service.
- When transporting cylinders, regulators must be removed and caps installed.
- Cylinders shall not be stored within confined spaces, conx boxes, gang boxes, etc.



Site Safety Orientation

KBD GROUP

From Good to Great

Equipment Inspections

- All tools and equipment must be inspected each daily.
 - Electrical equipment, generators, power tools (electric, fuel, or battery), fire extinguishers, welding leads, cutting torches, fall protection, etc.
- Document all tools inspection on daily reports
- When removing any item from service, you may use an out of service tag.

Site Safety Orientation

KBD GROUP

From Good to Great

Steel Erection

- Each contractor engaged in steel erection shall submit a site specific plan to KBD Group
 - Plan must include fall protection plan.
- Adequate lay down area for materials must be provided.
- Hoisting routes must be identified in writing.
- Fall protection is mandatory at heights 6' or greater.

Site Safety Orientation

KBD GROUP

From Good to Great

Cranes & Rigging

- All cranes must have a current annual 3rd party inspection.
- Daily and monthly inspections must be completed.
- Copies of inspections must be submitted to KBD Group
- Damaged or defective equipment must be tagged and removed from service.
- Do not stand under loads.
- Do not leave crane with load suspended in the air.

Site Safety Orientation

EXHIBIT Q
SITE SAFETY ORIENTATION

KBD GROUP

From Good to Great

Cranes & Rigging

- All employees engaged in rigging or signaling must have documented training available for review.
- All rigging must be inspected at the beginning of each shift.
- All rigging must have tags stating capacity.
- Rigging equipment can not be used for fall protection.
- Tag lines must be used at all times.
 - Tag lines must be attached to the load, not the hook or headache ball.
- All hooks must have functional safety latch.
- Nylon rigging shall not be used on material with sharp edges unless softeners are used.


Site Safety Orientation

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From Good to Great

Aerial and Scissor Lifts

- Employees operating any aerial or scissor lift must have documented training available for review.
- All employees in the basket must be tied off to an approved anchor point at all times.
- If hot work is being performed in the lift, a fire extinguisher adequate for the task must be in the basket.



Site Safety Orientation

KBD GROUP

From Good to Great

Aerial and Scissor Lifts

- Feet must remain on the floor of the basket while working.
 - If you must exit the basket (feet leave basket floor), the activity must be listed on your JSA and be part of your fall protection plan.
 - If you must exit the basket, you must tie off to an approved anchor point outside the basket.
- All chains and guardrails must be closed when working in a lift.



Site Safety Orientation

KBD GROUP

From Good to Great

Heavy Equipment


- Seat belts must be worn at all times.
- Fire extinguisher must be mounted in or near the cab.
- Cab glass must be free of damage or distortions that inhibit vision.
- Mirrors (when equipped) must be free of damage or distortions and properly adjusted.
- Reverse alarm and horn must be operable.

Site Safety Orientation

KBD GROUP

From Good to Great

Forklifts



- Employees operating any forklift must have documented training for the class of forklift being operated.
- Place forks on the ground when parking any forklift.
- No forklift will be left running or with an elevated load while operator is not in the driver seat.
- Free rigging is not allowed.
 - An approved lifting attachment must be used.

Site Safety Orientation

KBD GROUP


From Good to Great

Excavation and Trenching


- Any excavation or trench $\geq 4'$ in depth must be protected (sloped, shored, braced) and must have means of access/egress within 25'.
 - Slopes should be 1.5:1 or greater.
 - Benching is not allowed in type C soil.
- Excavations must be inspected by a competent person at the beginning of the shift and after any hazard-producing occurrence (e.g., rain).
- All excavations and trenches should be easily identified and properly barricaded.
- All excavations will have a KBDG excavation form filled out before disturbing the ground.
- Spoil piles and material storage shall be a minimum of 2' away from the edge of the excavation or trench.

Site Safety Orientation

EXHIBIT Q
SITE SAFETY ORIENTATION

*From Good to Great*

Traffic Control



- Any time that a site road must have access blocked,
 - Coordinate activities with KBD Group or (as appropriate);
 - Notify others in the work area that the road will be blocked;
 - Provide a flagger if necessary;
 - Open the road as soon as possible at the conclusion of the work.
- If a site road is closed, do not attempt to access until given permission or the road has been reopened.

Site Safety Orientation

EXHIBIT R
SUBCONTRACT DATA FORM

NAME OF PROJECT OR WORKSITE	<u>[Job.Name]</u>		
ADDRESS OF PROJECT OF WORKSITE	<u>[Job.StreetAddress]</u>		
CITY, ST & ZIP OF PROJECT OR WORKSITE	<u>[Job.City], [Job.State] [Job.PostalCode]</u>		
SUBCONTRACT AMOUNT	<u>[Subcontract.DollarAmount]</u>		
MODIFIED PAYMENT TERMS?	<u>[Subcontract.ModifiedTerms]</u>		
RETAINAGE PERCENTAGE	<u>[Subcontract.CWRet]%</u>		
DAY OF MONTH SUBCONTRACTOR PAY APPLICATIONS ARE DUE	<u>[Subcontract.InvoiceDue]</u>		
ALLOWED MARKUP ON CHANGES:	OVERHEAD	<u>[Subcontract.OHMarkup]%</u>	
(NOT TO EXCEED MARKUP ALLOWED IN OWNER OR PRIME CONTRACT)	PROFIT	<u>[Subcontract.FeeMarkup]%</u>	
SUBCONTRACTOR PAYMENT AND PERFORMANCE BOND REQUIRED? (IF SO, EXHIBIT M - PERFORMANCE BOND AND EXHIBIT N - PAYMENT BOND FORM ARE INCORPORATED BY REFERENCE)			
<u>[Subcontract.BondReq]</u>			
IS SUBCONTRACTOR REQUIRED TO UTILIZE BIM ON THIS PROJECT? (IF SO, EXHIBIT E - BIM REQUIREMENTS IS INCORPORATED BY REFERENCE)			
<u>[Subcontract.BIM]</u>			
IS SUBCONTRACTOR RESPONSIBLE FOR DESIGN SERVICES? (IF SO, EXHIBIT D - DESIGN SERVICES RIDER IS INCORPORATED BY REFERENCE)			
<u>[Subcontract.ProfServices]</u>			

SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE

Name	<u>[Subcontractor.FirstName] [Subcontractor.LastName]</u>
Address	<u>[Subcontractor.StreetAddress]</u>
City, ST Zip	<u>[Subcontractor.City], [Subcontractor.State] [Subcontractor.PostalCode]</u>
E-mail	<u>[Subcontractor.Email]</u>
Telephone	<u>[Subcontractor.Phone]</u>

CONSTRUCTOR'S AUTHORIZED REPRESENTATIVE

Name	<u>[KBDG.FirstName] [KBDG.LastName]</u>
Address	<u>[Constr.StreetAddress]</u>
City, ST Zip	<u>[Constr.City], [Constr.State] [Constr.PostalCode]</u>
E-mail	<u>[KBDG.Email]</u>
Telephone	<u>[Constr.Phone]</u>

CONSTRUCTOR'S AUTHORIZED REPRESENTATIVE

Name	<u></u>
Address	<u></u>
City, ST Zip	<u></u>
E-mail	<u></u>
Telephone	<u></u>

SUBCONTRACTOR'S DESIGN PROFESSIONAL (IF ANY)

Name	<u></u>
Address	<u></u>
City, ST Zip	<u></u>
E-mail	<u></u>
Telephone	<u></u>